

Attachment A

Telecare FY 2026-28

Board Contract # _____

**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR
BETWEEN
COUNTY OF SANTA BARBARA
AND
TELECARE CORPORATION
FOR
MENTAL HEALTH SERVICES**

TABLE OF CONTENTS

STANDARD TERMS AND CONDITIONS 5

SIGNATURE PAGE 16

EXHIBIT A STATEMENT OF WORK MHS SERVICES 18

 Exhibit A-1 MHS Statement of Work: (Reserved) 19

 Exhibit A-2 MHS Statement of Work: (Reserved) 19

 Exhibit A-3 MHS Statement of Work: (Reserved) 19

 Exhibit A-4 MHS Statement of Work Crisis Respite Residential House 20

 Exhibit A-5 MHS Statement of Work McMillan Ranch 31

 Exhibit A-6 MHS Statement of Work Full Service Partnership (FSP) SANTA MARIA FSP July 1, 2026-December 31, 2026 44

 Exhibit A-7 MHS Statement of Work Housing Assistance and Retention Team (HART) Support Services JULY 1, 2026-June 30, 2027 67

EXHIBIT AA ADP AND MHS GENERAL PROVISIONS 74

 Exhibit AA ADP/MHS General Provisions 75

EXHIBIT AA-1 GENERAL PROVISIONS BEHAVIORAL HEALTH SERVICES ACT SERVICES (BHSA) 126

 Exhibit AA-1 General Provisions Department of Health Care Services State Performance Requirements Behavioral Health Services Act (BHSA) 127

EXHIBIT AA – AA1 ATTACHMENT 1 & 2 CERTIFICATION REGARDING LOBBYING 133

 Attachment 1 State of California Department of Health Care Services Certification Regarding Lobbying 134

 Attachment 2 Certification Regarding Lobbying 135

EXHIBIT B(S) FINANCIAL PROVISIONS ADP AND MHS 138

 Exhibit B ADP/MHS General Financial Provisions 139

EXHIBIT B(S) FINANCIAL PROVISIONS MHS 152

 Exhibit B-1 MHS Schedule of Rates and Contract Maximum Crisis Respite Residential Houses and McMillan Ranch 153

 Exhibit B-1 MHS Schedule of Rates and Contract Maximum Full-Service Partnership (FSP) Santa Maria FSP July 1, 2026-December 31, 2026 155

 Exhibit B-1 MHS Schedule of Rates and Contract Maximum Housing Assistance and Retention Team (HART) Support Services JULY 1, 2026-June 30, 2027 157

 Exhibit B-2 ADP/MHS Entity Budget By Program Housing Assistance and Retention Team (HART) Support Services JULY 1, 2026-June 30, 2027 158

 Exhibit B-3 MHS Entity Rates and Codes By Service Type Crisis Respite Residential House(s) and McMillan Ranch 160

Exhibit B-3 MHS Entity Rates and Codes By Service Type Full-Service Partnership (FSP) Santa Maria FSP 163

EXHIBIT C STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS 173

Exhibit C Indemnification and Insurance Requirements (For Contracts Involving the Care/Supervision Vulnerable Populations) 174

EXHIBIT D HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA) (RESERVED)..... 177

STANDARD TERMS **AND CONDITIONS**

**AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Telecare Corporation, a California Corporation, with an address at 1080 Marina Village Parkway, Suite 100, Alameda, CA 95401 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE.

Director at phone number 805-681-5220 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Dawan Utecht at phone number 510-337-7950 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES.

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:

Director
COUNTY of Santa Barbara
Department of Behavioral Wellness
300 N. San Antonio Road
Santa Barbara, CA 93110
Fax: 805-681-5262

To CONTRACTOR:

Dawan Utecht, SVP & Chief Development Officer
Telecare Corporation
1080 Marina Village Parkway, Suite 100
Alameda, CA 95401
Fax: 510-337-7969

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES.

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBITS A(s) and AA(s) attached hereto and incorporated herein by reference.

4. TERM.

CONTRACTOR shall commence performance on July 1, 2026 and end performance upon completion, but no later than June 30, 2028, unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR.

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B(s) attached hereto and incorporated herein by reference.

6. INDEPENDENT CONTRACTOR.

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE.

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY's request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION.

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended. CONTRACTOR shall also comply with the debarment and suspension provisions set forth in EXHIBIT AA General Provisions ADP/MHS and Exhibit AA-1 General Provisions Department of Health Care Services State Performance Requirements Behavioral Health Services Act (BHSA) to this Agreement.

9. TAXES.

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST.

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if

provided by COUNTY to CONTRACTOR in writing. CONTRACTOR shall also comply with the conflict of interest provisions set forth in EXHIBIT AA General Provisions: ADP/MHS and Exhibit AA-1 General Provisions Department of Health Care Services State Performance Requirements Behavioral Health Services Act (BHSA) to this Agreement.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A(s), CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT.

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar

public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION.

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW.

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR 's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state, or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

CONTRACTOR shall also comply with the records, audit and review provisions set forth in EXHIBIT AA General Provisions: ADP/MHS Exhibit AA-1 General Provisions Department of Health Care Services State Performance Requirements Behavioral Health Services Act (BHSA) to this Agreement.

15. INDEMNIFICATION AND INSURANCE.

CONTRACTOR agrees to and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION.

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara COUNTY Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance. CONTRACTOR shall also comply with the nondiscrimination provisions set forth in EXHIBIT AA General Provisions: ADP/MHS and Exhibit AA-1 General Provisions Department of Health Care Services State Performance Requirements Behavioral Health Services Act (BHSA) to this Agreement.

17. NONEXCLUSIVE AGREEMENT.

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT.

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION.

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

- 1. For Convenience.** COUNTY may terminate this Agreement in whole or in part upon 30 days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
- 2. For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise

available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

- 3. For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B(s), CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within 30 days of written notice to COUNTY of such late payment.
- C.** Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS.

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY.

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE.

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE.

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT.

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT.

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Any requests for changes to this Agreement by CONTRACTOR shall be in writing and submitted to COUNTY before April 1 of the fiscal year for which the change would be applicable. Requests for changes failing to meet these requirements will not be considered. Notwithstanding any other provision of this Agreement, immaterial changes (such as changes to the Designated Representatives or addresses for purposes of Notice) as well as changes to this Agreement specified in the Exhibits may be authorized by the Director of the Department of Behavioral Wellness or designee in writing. These changes shall apply without the

need for an amendment of this Agreement executed by the parties. All other changes shall be made by an amendment of this Agreement in compliance with this Section.

26. SUCCESSORS AND ASSIGNS.

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW.

CONTRACTOR shall, at its sole cost and expense, comply with all federal, state, and local statutes; ordinances; regulations; orders including, but not limited to, executive orders, court orders, and health officer orders; policies; guidance; bulletins; information notices; and letters including, but not limited to, those issued by the California Department of Health Care Services (DHCS) now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such statute, ordinance, regulation, order, policy, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION.

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY.

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL.

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE.

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. BUSINESS ASSOCIATE. (RESERVED)

THIS SECTION LEFT BLANK INTENTIONALLY.

SIGNATURE PAGE FOLLOWS.

SIGNATURE PAGE

SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **TELECARE CORPORATION**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2026.

COUNTY OF SANTA BARBARA

By: _____
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____

Deputy Clerk

Date: _____

CONTRACTOR:

TELECARE CORPORATION

Signed by:
By: Dawan Utecht
D064F5E3834B421...
Authorized Representative

Name: Dawan Utecht

Title: SVP/Chief Development Officer

Date: 6/11/2026

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

Signed by:
By: Bo Bae
48A262DEFFD3466...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

Signed by:
By: James Munro
02BA147EF6A84DE...
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT DIRECTOR,
DEPARTMENT OF BEHAVIORAL WELLNESS

Signed by:
By: Antonette "Toni" Navarro
2095C5A16FE1474...
Director

APPROVED AS TO FORM:

MARISA KAHN, RISK MANAGER,
RISK MANAGEMENT

Signed by:
By: Marisa Kahn
DE54E5C66F0C41A...
Risk Manager

EXHIBIT A
STATEMENT OF WORK
MHS SERVICES

**EXHIBIT A-1 MHS
STATEMENT OF WORK:
(RESERVED)**

**EXHIBIT A-2 MHS
STATEMENT OF WORK:
(RESERVED)**

**EXHIBIT A-3 MHS
STATEMENT OF WORK:
(RESERVED)**

**EXHIBIT A-4 MHS
STATEMENT OF WORK
CRISIS RESPITE RESIDENTIAL HOUSE**

- 1. PROGRAM SUMMARY.** Crisis Respite Residential House. The Crisis Respite Residential Houses (CRRHs) operates a crisis residential treatment program in two houses in the North region of Santa Barbara County that provide short-term crisis residential services. (hereafter the “Program”) Both Programs provide a therapeutic milieu with an emphasis on positive reinforcement and trauma-informed programming.

 - A.** Contractor shall comply with all applicable requirements set forth in Exhibit AA General Provisions: ADP/MHS and Exhibit AA-1 General Provisions Department of Health Care Services State Performance Requirements Behavioral Health Services Act (BHSA) of this Agreement.

- 2. PROGRAM OBJECTIVES.** CONTRACTOR shall meet the following objectives:

 - A.** Maintain the member’s residential placement at the lowest appropriate level and support successful transitions from Institutes for Mental Diseases (IMDs), Acute Care Facilities or other residential settings, and to lower levels of care when stabilized;
 - B.** Connect members to social services and community resources to support reintegration and help them achieve their highest possible level of functioning and wellness;
 - C.** Assist members with developing independent living, psychological, and social skills necessary for recovery and improved functioning using evidence-based approaches such as DBT;
 - D.** Provide around the clock (24/7) in-person care in a safe, secure, and structured residential setting to reduce acute psychiatric symptoms and help members regain emotional and behavioral control; and
 - E.** Provide case management services to promote engagement in treatment, self-sufficiency, and continuity of care in a safe, secure, and behaviorally focused environment.

- 3. SERVICES.**

 - A.** The Program shall include the following services as further described in Section II Program Service Requirements of Exhibit AA General Provisions: ADP/MHS of this Agreement. This service includes the following service components as part of a

bundled rate with some services being separately billable as identified in the Exhibit B-3 MHS:

1. Assessment/Reassessment;
2. Collateral;
3. Crisis Intervention;
4. Intensive Care Coordination (ICC);
5. (Reserved);
6. Medication Support Services;
7. Peer Support Services
8. Psychosocial Rehabilitation;
9. Targeted Case Management;
10. (Reserved)
11. Therapy;
12. (Reserved); and
13. Treatment planning.

4. ADDITIONAL SERVICES REQUIREMENTS.

A. Crisis Respite Residential Treatment Service.

1. Crisis Respite Residential Treatment Service means therapeutic or rehabilitative services provided in a non-institutional residential setting which provides a structured program as an alternative to hospitalization for members experiencing an acute psychiatric episode or crisis who do not have medical complications requiring nursing care. The service includes a range of activities and services that support members in their efforts to restore, maintain, and apply interpersonal and independent living skills, and to access community support systems. The service is available 24 hours a day, seven days a week. Service activities may include but are not limited to assessment, treatment planning, therapy, rehabilitation, collateral, and crisis intervention, as defined in Title 9 of California Code of Regulations (C.C.R.) Section 1810.208.;
2. The Crisis Respite Residential House (as defined in Section 5.A.1) will be voluntarily accessed by members who are motivated to obtain help to recover from their current crisis situations and want to learn recovery skills and access community resources to prevent further crisis situations. Crisis Residential Treatment stays will

be used as “transitional” experiences for members re-entering the community from higher levels of care, such as inpatient stays, and being discharged from inpatient psychiatric care as a way to reduce days hospitalized and reduce the potential for re-hospitalization.

- B. Trained and certified Consumer and Family Member Peers (CFMP) will be employed to provide daily in-house program services to include:
 - 1. Support groups in daily living skill enhancement (e.g. cooking, laundry, shopping, using the bus, budgeting, socialization opportunities, building a stress management toolkit);
 - 2. Assist connecting with community resources (e.g. local Recovery Learning Communities, housing options, Department of Social Services, Public Health, food banks, Goodwill, Department of Rehabilitation Vocational Services, services to meet unique multi-cultural needs, Alcoholics Anonymous (AA) or Narcotics Anonymous (NA) meetings); and
 - 3. Help with building ongoing personal support systems (e.g. peer support groups, involvement in a faith community, connections with family and/or friends, planning doctor visits, and how to talk to other care providers);
- C. The facility will be accessed by members recovering from a crisis situation or as a way to prevent crisis escalation. The facility will focus on individuals with complex needs such as those challenged to obtain permanent housing, and those in recovery from mental illness and co-occurring conditions, making sure to provide support that will avoid using the more restrictive settings in the care continuum.
- D. Contractor shall provide additional services that do not alter the maximum contract amount of this Agreement and are authorized by the Director of the Department of Behavioral Wellness or designee in writing in accordance with Section 25 (Entire Agreement and Amendment) of the Standard Terms and Conditions of this Agreement.

5. OPERATIONS.

- A. **Licensure/Certification.** At all times applicable to this Agreement, the Program shall be licensed as a Crisis Residential Treatment Facility by the California Department of Social Services Community Care Licensing Division (CCLD) and be Medi-Cal Site Certified through the Department of Health Care Services.
- B. **Location.** The Program shall be located at the following locations:
 - 1. Carmen Lane CRRH. Located at 212 West Carmen Lane, Second Floor, Santa Maria, California; and

2. Agnes Avenue CRRH. Located at 116 Agnes Avenue, Santa Maria, California.

C. Length of Stay. Members length of stay at either facility is as follows:

1. **Carmen Lane CRRH.** Carmen Lane CRRH will have a forensic focus and a longer length of stay for the residents referred (up to 90 days)
2. **Agnes Avenue CRRH.** Agnes Avenue CRRH will focus on providing traditional short term crisis residential services and have a shorter length of stay (closer to 30 days).

D. Lease and Facility Requirements.

1. The Programs will operate out of the following County-owned buildings: 212 West Carmen Lane, Second Floor, Santa Maria, California and 116 Agnes Avenue, Santa Maria, California (collectively, the "Program Sites").
2. CONTRACTOR's right to enter upon and use the Program Sites shall be governed by lease agreements between COUNTY and CONTRACTOR (Folio Nos. 003125 [212 West Carmen Lane, Santa Maria]; 003146 [116 Agnes Avenue, Santa Maria]). The lease agreements are ancillary to this Agreement for Services of Independent Contractor and shall be independently executed and approved by CONTRACTOR and COUNTY. The lease agreements may be amended from time to time or earlier terminated.
3. This Agreement may be terminated by COUNTY per Section 19 (Termination) of this Agreement if either one or both of the lease agreements referenced above in Section 5.D.2 are terminated.
4. CONTRACTOR shall have oversight of the Program Sites and shall manage the Programs for the benefit of the members. CONTRACTOR shall use the Program Sites exclusively for administering the Programs.
5. CONTRACTOR acknowledges and agrees that any and all personal property, fixtures, or other items needed to run the day-to-day operations of the Programs currently located at the Program Sites are, and shall remain, the property of COUNTY irrespective of any purported transfer of such items to CONTRACTOR under an assignment between CONTRACTOR and a third party, if any.
6. CONTRACTOR shall reimburse COUNTY for costs incurred by COUNTY to maintain the Program Sites pursuant to the respective ancillary lease agreements. Such costs may include, but are not limited to, utilities, janitorial, and security services.

E. Length of Stay.

1. CONTRACTOR shall anticipate that a member's length of stay will often be 30 days for the Agnes Avenue CRRH and 90 days for the Carmen Lane CRRH. If the

CONTRACTOR determines that a member's length of stay needs to exceed 30 days for the Agnes Avenue CRRH, CONTRACTOR shall obtain authorization from COUNTY concurrently with the member's stay. If the COUNTY determines that a member's length of stay needs to exceed 30 days (up to 90 days) for purposes of treatment plan completion, successful appropriate referral, or other reasons for the Agnes Avenue CRRH, then the COUNTY will communicate this need to (and engage in discussion regarding appropriate medical necessity documentation with) the appropriate CONTRACTOR site supervisor.

F. Hours of Operation and Staff Coverage.

1. CONTRACTOR shall provide crisis respite and intervention services 24 hours per day, seven days per week and 365 days per year to adults in crisis due to mental health or co-occurring substance abuse conditions for members placed at the Program as described in Section 7 (Referrals).
2. CONTRACTOR shall abide by CCLD staffing requirements for 24 hours per day, seven days per week coverage with on-call staff as necessary for emergency situations.

6. MEMBERS.

- A. CONTRACTOR shall provide up to 12 crisis residential beds at the Carmen Lane CRRH, and up to 10 crisis residential beds at the Agnes Avenue CRRH, with services as described in Section 3 Services and 4 Additional Service Requirements to members who present with subacute psychiatric symptoms and have the potential to be stabilized without hospitalization, and are without medical complications requiring nursing care. These members may also have co-occurring substance abuse conditions. Program admission requirements are more fully described in Section 8 (Authorization, Admission, Intake, and Reauthorization) of this Exhibit.

7. REFERRALS.

A. Admission Process. CONTRACTOR shall:

1. Admin members as directed by COUNTY:
 - i. Accept admissions between the hours of 8:00 a.m. and 10:00 p.m., seven days per week and 365 days per year.
 - ii. Referral source shall ensure members have a completed pre-placement appraisal information form (LIC 603), Physician's Report for Community Care (LIC 602), a functional Capability Assessment (LIC 9172), Appraisal Needs & Services Plan (LIC 625), documented Tuberculosis screening and

conservator/guardian written approval (when applicable) prior to admission to the Program.

- iii. Provide daily status updates on bed availability and participate in daily crisis triage teleconference with COUNTY staff, in order to facilitate efficient use of resources and effective assignment of beds for members.

B. Referral Packet. Prior to admission, CONTRACTOR may have shared access to COUNTY's Behavioral Wellness Department's member medical record, and may access the record for each member referred and treated to review the following:

1. A copy of the facility's referral packet as required by licensure.
2. COUNTY staff will provide demographic information and relevant history to facilitate admission review that meets the requirements of the licensure of the facility.;
3. On a case-by-case basis, COUNTY may provide a copy of the most recent comprehensive assessment and/or assessment update, including intake and admission assessments and psychological assessment discharge plan;

On a case-by-case basis, COUNTY may provide a copy of the:

- i. most recent medication record and health questionnaire;
 - ii. Member's Medi-Cal Eligibility Database Sheet (MEDS) and health questionnaire to include Tuberculosis (TB) screening.
4. It is CONTRACTOR's responsibility to verify continued Medi-Cal eligibility. Other documents as reasonably requested by CONTRACTOR or COUNTY.

8. AUTHORIZATION, ADMISSION, INTAKE, AND REAUTHORIZATION.

A. Timely Access to Services. In accordance with 42 Code of Federal Regulations (C.F.R.) section 438.206, Contractor shall meet standards for timely access to care and services, taking into consideration the urgency of need for services. Contractor shall attempt to provide first service within 48 hours for referrals as outlined in *Department Policy # 2.001 Network Adequacy Standards and Monitoring*.

B. CONTRACTOR and COUNTY understand that medical necessity for the stay at CRRH is established at the time of admission. A medical necessity structured and written review of individual cases will be collaboratively created if the member length of stay needs to be greater than 30 days.

C. CONTRACTOR shall not deny a member who meets medical necessity and who is authorized for and receiving Medication Assisted Treatment (MAT) for Residential Treatment Services.

9. **EXCLUSION CRITERIA.** On a case-by-case basis, members may be excluded from receiving services, subject to approval by the Behavioral Wellness Director or other designee in collaboration with CONTRACTOR. Members must be informed of exclusion from the Program in compliance with the [Department of Behavioral Wellness' Policy and Procedures #4.010 Notices of Adverse Benefit Determination](#). The following may be cause for member exclusion from the Program:

A. Member threatens or commits violence toward staff or other members

B. Rude or disruptive behavior that cannot be redirected. Notwithstanding the foregoing, for members whose behavior is difficult to redirect but who have not engaged in overt acts of violence or threatened violence, such behavior shall not constitute grounds for exclusion. In such instances, the COUNTY's Behavioral Wellness Treatment Team shall meet with CONTRACTOR for a clinical decision;

C. Members with infectious disease, contagious conditions, substantial primary medical needs (restricted health conditions) as defined by CCLD, or have an extensive history of fire setting and those who are not classified as "ambulatory" will be excluded from the Program participation in accordance with licensing requirements.

10. **DOCUMENTATION REQUIREMENTS.**

A. **CONTRACTOR shall:**

1. Participate fully in all applicable data collection and clinical and administrative activities.

2. Provide other data or reports as requested by COUNTY, as described in Exhibit AA General Provisions: ADP/MHS, Section III, Section 5.

3. Work with COUNTY's Behavioral Wellness staff to design a mechanism to regularly or automatically share satisfaction survey raw data with COUNTY.

4. Use SmartSheet/XFerral Referral Tracking System developed by COUNTY to track the following member data points:

i. All referrals/walk-ins, whether accepted or not;

ii. Referral source;

iii. Referral disposition, including reason(s) found ineligible for admission;

iv. Number of tele-psychiatric assessments;

- v. Member injuries and other adverse incidents;
 - vi. Admission date and time and discharge date and time;
 - vii. Discharge destination/disposition; including number of members transferred back to the ED (emergency department); and
 - viii. Linkages made.
5. Complete and submit all Adverse Incident Reports, compliance, and quality assurance reporting and follow-up actions in accordance with COUNTY policies and procedures.
 6. Notify COUNTY's Quality Care Management (QCM) of any changes in Head of Service and maintain qualified Head of Service per Mental Health Plan Policy to support Medi-Cal certification or recertification.
 7. Notify COUNTY On-Call Crisis Team of any admissions denial and immediately route to COUNTY QCM for review.
 8. Submit quarterly Utilization Review staff roster to COUNTY QCM for the purpose of Utilization Review and other reviews and audits.
 9. Participate in all COUNTY contract monitoring meetings.
 10. Comply with Medi-Cal site certification visits at COUNTY-owned leased facility in accordance with COUNTY QCM policy on site certification of Provider Physical Plant, and complete all corrective actions in a timely manner.
 11. Have representative staff attend COUNTY sponsored provider meetings and other work groups as established and scheduled.
 12. Enter all services and billing into the COUNTY's electronic health record (EHR) SmartCare system.

11. DISCHARGE.

- A. CONTRACTOR shall work closely with each member to establish a written discharge plan that is responsive to the member's needs and personal goals, and enter the discharge plan into the COUNTY electronic medical record. The discharge plan should show evidence of plan completion for each plan element, or an explanation of lack of completion.
- B. CONTRACTOR and COUNTY shall collaborate in planning for discharge and transition;The discharge plan shall be documented in the COUNTY's EHR SmartCare system;
- C. Members and their families shall be involved as much as possible in the discharge and

graduation process;

- D. COUNTY shall receive a copy of the final discharge plan;
- E. If a member goes absent without permission/absent without leave (AWOL), the CONTRACTOR will promptly inform the COUNTY, and discuss the further disposition of that member with COUNTY before making any decisions about discharging the member.
- F. CONTRACTOR shall provide member drug testing, as described in Section 4 (Additional Services Requirements), and shall refer members to appropriate services.
- A. Each member discharged from the facility shall have a discharge plan regardless of their length of stay. Discharge plans for very brief stays and/or for members who leave against medical advice (AMA) can be very brief.

12. NON-REIMBURSEMENT. (Reserved)

13. REPORTING AND MONITORING.(Reserved)

14. STAFFING.

- A. **Crisis Residential Facility Staff.** CONTRACTOR shall adhere to the Program staffing requirements outlined below, and any additional staffing standards required by COUNTY for program operations.
- B. State regulations for Certification of Social Rehabilitation Programs require the following staffing levels for each Program location:
 - 1. Scheduling of staff which provides for at least two staff members to be on duty 24 hours a day, seven days per week. If program design results in some members not being in the facility during specific hours of the day, scheduling adjustments may be made so that coverage is consistent with and related to the number and needs of members in the facility. During the nighttime hours, when members are sleeping, only one of the two on duty staff members needs be awake, provided the Program does not accept admissions at that time. There shall be a staffing ratio of at least one full-time equivalent (FTE) direct service staff for each 1.6 members served. (9 C.C.R. § 531, subd. (a)(2).)
 - 2. The staffing pattern required for each Program location shall include at minimum:
 - i. 1.0 FTE Program Administrators (0.55 FTE Carmen; 0.45 FTE Agnes) will be California licensed as a Licensed Vocational Nurse (LVN), Licensed Psychiatric Technician (LPT), Licensed Clinical Social Worker (LCSW), or Marriage and Family Therapist (MFT), or Psychologist and will work onsite during the week and be available on-call after hours. These individuals shall be able to report

24/7 in cases of emergency. One of the two Program Administrators must always be either a LCSW, LMFT or Psychologist.

- ii. 1.0 FTE Clinical Director (0.55 FTE Carmen; 0.45 FTE Agnes)
- iii. 0.25 FTE Regional Director (0.15 FTE Carmen; 0.10 FTE Agnes)
- iv. 1.0 FTE MRT Inpatient (0.55 FTE Carmen; 0.45 FTE Agnes)
- v. 4.2 FTE Peer Recovery Coaches (1.4 FTE Carmen; 2.8 FTE Agnes) will be trained and certified and will work each day from 8:00 AM - 10:00 PM to facilitate the daily programming and peer support under the supervision of the Masters Level Lead Clinician.
- vi. 2.0 FTE Team Lead (1.0 FTE Carmen; 1.0 FTE Agnes) will coordinate clinical and administrative team functions to ensure service needs are met.
- vii. 12.6 FTE Residential Counselors (7 FTE Carmen; 5.6 FTE Agnes) will provide direct and indirect services to individuals and groups through daily living assistance, case management, medical assistance, and maintaining therapeutic relationship with members served.
- viii. 1.0 FTE Office Coordinator II (0.55 FTE Carmen; 0.45 FTE Agnes) will plan and organize a variety of administrative and financial functions to support business operations (applicable to the Carmen Lane CRRH).
- ix. Additional staff include:
 - a. 4.40 FTE Licensed Vocational Nurse/Licensed Psychiatric Technician (2.4 FTE Carmen; 2.0 FTE Agnes) will provide recovery focused services related to the safe and appropriate administration of medical treatment, including medications, as prescribed by a physician. These staff members will provide safe and effective, and efficient implementation of direct care in accordance with established policies, procedures and standards of care.
 - b. 0.2 FTE HR Generalist
 - c. 0.07 FTE IT Support Analyst

15. PROGRAM GOALS, OUTCOMES AND MEASURES.

- A. Contractor shall comply with the program goals, outcomes, and measures in Subsection B. Contractor shall comply with changes to the program goals, outcomes, and measures that do not alter the maximum contract amount of this Agreement and are authorized by the Director of the Department of Behavioral Wellness or designee

in writing pursuant to Section 25 (Entire Agreement and Amendment) of the Standard Terms and Conditions of this Agreement.

- B. Contractor shall meet the Program goal of successful crisis residential treatment program services and the outcomes and measures as identified below:

Crisis Respite Residential House Program Evaluation		
Program Goals	Outcomes	Goal
Census Information	Unique Clients Served	#
	Enrollments	#
	New Enrollments	#
	Discharges	#
Symptom Acuity. Reduce mental health and substance abuse symptoms resulting in reduced utilization of involuntary care.	% Unique members with Incarceration	≤5
	% Unique members with Psychiatric Inpatient Hospitalization	≤10
	% Unique members with Crisis Intervention	≤10
Stabilization in Community. Assist members in their mental health recovery process and with developing the skills necessary to lead healthy and productive lives in the community.	% Successful Discharges	≥85
	% Members discharged against member choice (involuntary discharge)	≤5

**EXHIBIT A-5 MHS
STATEMENT OF WORK
MCMILLAN RANCH**

1. PROGRAM SUMMARY.

- A.** McMillan Ranch is a residential program offering comprehensive mental health services. These services are set in a welcoming and safe home-like residential setting for adults with serious behavioral health challenges (hereafter the "Program"). At any time, if a client may be deemed clinically appropriate to step down from current level of care, as part of their annual assessment, the client will receive an updated evaluation, ANSA, and will then be transitioned to the clinically appropriate care level to step-down.
- B.** McMillan Ranch clients will receive most services on site from Ranch staff. When applicable, community-based services will be engaged to support clients' recovery goals. Services are targeted to build skills and knowledge to prepare individuals for readiness for discharge to less intense settings and services. To facilitate continuity, ranch staff will work with BWell outpatient care teams. Ranch staff will engage clients using Telecare's Recovery Centered Clinical Services (RCCS) conversation guides that awaken and build hope and teach skills that will support individuals' recovery goals.
- C.** Contractor shall comply with all applicable requirements set forth in Exhibit AA General Provisions: ADP/MHS and Exhibit AA-1 General Provisions Department of Health Care Services State Performance Requirements Behavioral Health Services Act (BHSA) of this Agreement.

2. PROGRAM OBJECTIVES. The objectives of the Program are:

- A.** Improved daily living skills.
- B.** Individualized Recovery Plans.
- C.** Discharges to less intensive settings in the community.
- D.** Vocational participation.
- E.** Increased community engagement.
- F.** Increased family and other supports engagement.
- G.** Increased client activation and program participation.
- H.** Increased client satisfaction.

3. SERVICES. Contractor shall provide the following mental health services, as needed to Program Members, as indicated on the Member Service Plan described in this Exhibit A-5

Section 10 Documentation Requirements. The Program shall include one or more of the following service components as described in Section II Program Service Requirements of Exhibit AA General Provisions: ADP/MHS of this Agreement. The service components may be part of the ARF bundled rate, with some services being separately billed as identified in the Exhibit B-3 MHS.

A. Assessment/reassessment;

B. Collateral;

C. Crisis intervention;

1. When members have an emergent need while at the Program, Contractor shall work to manage the members' needs to prevent crisis. If crisis assistance is needed, Contractor will work directly with outpatient care providers for continuity of care and coordination, and to engage in a supported response to the member's needs.

2. Contractor shall ensure that experienced Program staff with skill in crisis intervention procedures shall be available to respond to requests by Behavioral Wellness in the event that members experiencing crisis present to Behavioral Wellness and specialty knowledge from the Program is required. Contractor's staff may respond to Behavioral Wellness either by telephone or in person. If a physical response is required, staff shall arrive no later than 30 minutes from the time of the call.

D. Psychosocial rehabilitation;

E. Medication support services – separately billable;

F. Peer Support services – separately billable;

G. Therapy; and

H. Treatment planning.

4. ADDITIONAL SERVICES REQUIREMENTS.

A. A daily and weekly schedule of services (i.e., Attachment A) will be developed by the Ranch Manager, staff and members. The schedule will be reviewed and revised quarterly based on feedback from members and Ranch staff. Services to members will be provided as follows:

1. All Members will be assigned to groups and activities based on their unique recovery goals. Groups will be educational and skill-building as well as recreational and involve leisure activities.

2. Services provided by Ranch staff will be augmented with members participating in community-based services as well as on-site services (e.g., Twelve-step programs such as Alcoholics Anonymous (AA) / Narcotics Anonymous (NA), horticultural therapy, pet therapy, etc.).
 3. Ranch staff will record members' participation and monitor satisfaction with the services offered. Members' participation in groups and activities will be summarized and reported as requested by County.
- B. Activities of Daily Living.** Contractor shall provide Activities of Daily Living (ADL) support, to assist members with daily tasks including:
1. Developing and maintaining knowledge of medications, skills in self administration of medication and compliance with medication treatment;
 2. Accessing and using laundry facilities (both in-home and coin-operated facilities);
 3. Maintaining clean and well-kept living quarters including assigning household chores to be completed weekly;
 4. Practicing good personal hygiene; including physical health, such as hygiene, prevention and management of medical condition(s);
 5. Scheduling and keeping appointments; and
 6. Learning and practicing psychosocial skills, such as effective interpersonal communication and conflict resolution.
- C. Skill Building.** Contractor shall provide skill building in Social and Recreational Activities, including:
1. Providing structured direction so members learn how to engage in group activities that can provide meaningful social connections with others;
 2. Providing structured direction so members learn how to engage in community activities to prepare for more independent living;
 3. Assisting members to:
 - i. Identify, access and independently participate in social and/or recreational activities in the community with the goal of encouraging and promoting positive interaction with others, physical exercise and participating in health-related activities;
 - ii. Develop conversational skills; and
 - iii. Access activities that are cost-appropriate to the member's budget.

4. Instructing members how to access necessary services for routine, urgent, or emergency needs. Contractor shall assist members in learning how to access community services for on-going supports (i.e. alcohol and drug programs, outpatient mental health treatment services, routine medical services, etc.), Behavioral Wellness Mobile Crisis Team for psychological emergencies, and hospital emergency rooms for medical emergencies;
5. Assisting members in developing skills to use natural supports for transportation and community recreational resources (i.e. YMCA, Adult Education, etc.) which afford members opportunities to practice the skills they are developing and/or learning;
6. Family psychoeducational activities such as education to the family regarding mental illness, medications, and recognizing symptoms; and
7. Work-related support services to help members who want to find and maintain employment in community-based job sites as well as educational support to help members who wish to pursue the educational programs necessary for securing a desired vocation:
8. Program staff shall assist members to find employment that is part- or full-time, temporary or permanent, based on the unique interests and needs of each member. As often as possible, however, employment should be in real life, independent, integrated settings with competitive wages.
 - i. Services shall include, but not be limited to:
 - a. Assessment of the effect of the member's mental illness on employment or educational learning, with identification of specific behaviors that interfere with the member's work or learning performance and development of interventions to reduce or eliminate those behaviors;
 - b. Development of an ongoing supportive educational or employment rehabilitation plan to help each member establish the skills necessary to find and maintain a job or to remain in an educational setting;
 - c. Individual supportive therapy to assist members to identify and cope with symptoms of mental illness that may interfere with work performance or learning; and
 - d. Work-related supportive services, such as assistance with grooming or personal hygiene, securing of appropriate clothing, wake-up calls, transportation, etc.

- D. Support Services.** Contractor shall assist members to access needed community resources, including, but not limited to:
1. Medical and dental services (e.g. having and effectively using a personal physician and dentist);
 2. Financial entitlements;
 3. Social services; and
 4. Legal advocacy and representation.
- E. Vocational Skills.** Contractor shall assist members improve and enhance their vocational skills, such as:
1. Accessing and using public transportation;
 2. Accessing and using public libraries; and
 3. Accessing and using educational and vocational resources (i.e. community colleges, Vocational Rehabilitation, etc.).
- F. Budgeting.** Contractor shall assist member with developing individual budgets based on income and expenses and assisting members with managing finances, including bill-paying and living on fixed incomes.
- G. Cooking and Meal Planning.** Contractor shall assist members develop skills related to cooking and meal planning, including:
1. Learning and developing healthy eating habits;
 2. Learning to maintain a safe and sanitary kitchen; and
 3. Shopping for and preparing meals with the assistance of Program staff.
- H. Adult Residential Treatment Services.** Adult Residential Treatment Services are rehabilitative services provided in a non-institutional residential setting for members who would be at risk of hospitalization or other institutional placement if they were not in a residential treatment program.
1. Adult Residential Treatment Services include a range of activities and services that support members in their effort to restore, maintain and apply interpersonal and independent living skills and access community support systems. The services are available 24 hours a day, seven days a week. Service activities may include, but are not limited to, Assessment, Plan Development, Therapy, Rehabilitation and Collateral. Adult Residential Treatment Services are provided in Social Rehabilitation Facilities licensed under the provisions of CCR, Title 22, and certified under the provisions of CCR Title 9.

- I. Contractor shall provide additional services that do not alter the maximum contract amount of this Agreement and are authorized by the Director of the Department of Behavioral Wellness or designee in writing in accordance with Section 25 (Entire Agreement and Amendment) of the Standard Terms and Conditions of this Agreement.

5. OPERATIONS.

- A. **Licensure/Certification.** At all times applicable to this Agreement, the Program shall be licensed as an Adult Residential Facility by the California Department of Social Services Community Care Licensing Division (CCLD).
- B. **Location.** The Program shall be located at the following location:
 1. 3840 Orcutt-Garey Rd Santa Maria CA 93455, Santa Maria, California.
- C. **Hours of Operation.** Contractor shall provide twenty-four (24) hours per day, seven (7) days per week and 365 days per year psychiatric rehabilitation, residential care and room and board.

6. MEMBERS.

- A. Contractor shall provide the services described in this Exhibit Sections 3 and 4 to a caseload of 10 members who meet Medi-Cal eligibility and residency or county of responsibility requirements; or clients who are referred by County but may not be Medi-Cal members. Services provided to Non-Medi-Cal clients shall be reimbursed in accordance with the rates and funding allocations set forth in Exhibit B-1 for Non-Medi-Cal patient services.
- B. Members shall be individuals with serious mental illness whose symptoms of mental illness cause the most substantial levels of disability and functional impairment. Due to the severity of their symptoms and functional issues, individuals who receive these services are in the greatest need for rehabilitative services in order to live successfully in the community and achieve their personal recovery goals. Multiple barriers to successful functioning are common in this group and may include: co-occurring substance abuse or dependence, homelessness, unemployment, out-of-control illness management, frequent and persistent use of hospital emergency departments and inpatient psychiatric treatment, and problems with the legal system. Priority of the population served include individuals with SMI who are transitioning from or are at risk of placement at Institutions for Mental Disease (IMDs), Acute Inpatient facility settings or other residential living settings.
- C. Program admission requirements are more fully described in Section 8 (Authorization, Admission, Intake, and Reauthorization) of this Exhibit. (Collectively, members.)

- D. Contractor shall admit members with co-occurring disorders, pregnant and postpartum women as appropriate. Contractor's provision of services to members under this Program shall not exceed the funding levels projected in Exhibit B-1 MHS Schedule of Rates and Contract Maximum.
- E. Contractor shall admit and provide services to members referred by Behavioral Wellness in order for those services to be reimbursed by County.

7. REFERRALS.

A. Referral Sources and Procedure.

- 1. **Access Line. (Reserved)**
- 2. **Self-Referral. (Reserved)**
- 3. **Collaborative Courts. (Reserved)**
- 4. **Inpatient Substance Use Disorder Facilities. (Reserved)**
- 5. All referrals shall come through weekly meetings from the BWell referral team.

B. Referral Documentation. (Reserved).

C. Referral Packet. Contractor shall receive a referral packet for each member referred and treated. Hard copies of any Packet documents that are available in the Behavioral Wellness electronic health record shall be shredded by Contractor upon opening the member to the program.

- 1. The Referral Packet shall contain each of the following (as available):
 - i. A copy of the County referral form;
 - ii. A member face sheet listing all of the County programs that the member has been admitted to over time, and is currently admitted to, including hospitalizations;
 - iii. A copy of the most recent comprehensive assessment and/or assessment update;
 - iv. A copy of the most recent medication record and health questionnaire;
 - v. Other documents as reasonably requested.
 - vi. Member's Medi-Cal Eligibility Database Sheet (MEDS) file printout will be provided to Contractor in the initial Referral Packet. Thereafter, it will be Contractor's responsibility to verify continued Medi-Cal eligibility as described in Exhibit AA- ADP/MHS General Provisions.

2. Contractor will update the Coordinated Care Plan (CCP) indicating the goals for member enrollment in the Program and services to be provided by Program.

8. AUTHORIZATION, INTAKE, ADMISSION AND REAUTHORIZATION.

- A. **Residency or County of Responsibility.** Contractor shall verify that each referred individual is a resident of the County of Santa Barbara or that the County of Santa Barbara is the county of responsibility for that individual.
- B. **Medi-Cal Eligibility.** Contractor shall verify that each referred individual is Medi-Cal eligible. Services provided to Medi-Cal members shall be reimbursed in accordance with the rates and funding allocations set forth in Exhibit B-1 for Medi-Cal patient services.
- C. **Non-Medi-Cal Members.** County may, on occasion, refer Non-Medi-Cal clients under this Agreement. Services provided to Non-Medi-Cal clients shall be reimbursed in accordance with the rates and funding allocations set forth in Exhibit B-1 for Non-Medi-Cal patient services.
- D. **Medically Necessary or Medical Necessity. (Reserved)**
- E. **Admission Criteria.**
 1. Program members should have symptoms caused by mental illness, that create substantial disability and functional impairment, including impaired functioning in independent living community settings, as indicated by member's assessment and previous treatment history; and
 2. Priority should be given to members with long-term psychiatric disabilities such as schizophrenia, other psychotic disorders and bipolar disorders.
 3. Authorized admissions for those over 65 years shall be prioritized up to maximum defined by licensing.
- F. **Admission Process.**
 1. Contractor shall notify County that a program slot has been vacated as described in Section 11 (Discharge) of this Exhibit.
 2. County Regional Manager shall review open cases to determine those individuals appropriate for placement.
 3. County Regional Manager or designee shall send the Referral Packet, described in Section 7 Referrals, for the selected individual to Contractor.
 4. Contractor shall respond to referrals within five days from the date of receipt of the referral.

5. Contractor shall interview member referred by County. Referrals may also require CCLD approval if there is an exception needed for admission for residential treatment.
6. In the event a referral is not accepted per Section 9 Exclusion Criteria, Contractor shall notify County of the reason for not accepting the referral.
- G. Contractor shall accept admissions between the hours of 8 am and 10 pm, 7 days per week and 365 days per year.
- H. **Notification to Behavioral Wellness Access Line/Quality Care Management.**
 1. **If Member Not Accepted into Program.** Contractor shall notify designated Behavioral Wellness Access Line/Quality Care Management staff (1-888-868-1649) if a member is not accepted into the Program based on Section 9 (Exclusion Criteria) of this Exhibit within one business day of reviewing the referral or completing the intake.
 2. **If Space Not Available in Program.** Should space not be available in the Program, Contractor shall notify Behavioral Wellness Access Line/Quality Care Management staff (1-888-868-1649) within one business day of receiving the referral.
9. **EXCLUSION CRITERIA.** On a case-by-case basis, members may be excluded from receiving services, subject to approval by the Behavioral Wellness Director or other designee in collaboration with CONTRACTOR. Members must be informed of exclusion from the Program in compliance with the Department of Behavioral Wellness' Policy and Procedures #4.010 *Notices of Adverse Benefit Determination*. The following may be cause for member exclusion from the Program:
 - A. Member threatens or commits violence toward staff or other members;
 - B. Rude or disruptive behavior that cannot be redirected. Notwithstanding the foregoing, for members whose behavior is difficult to redirect but who have not engaged in overt acts of violence or threatened violence, such behavior shall not constitute grounds for exclusion. In such instances, the COUNTY's Behavioral Wellness Treatment Team shall meet with CONTRACTOR for a clinical decision;
 - C. Members with infectious disease, contagious conditions, substantial primary medical needs (restricted health conditions) as defined by CCLD, or have an extensive history of fire setting and those who are not classified as "ambulatory" will be excluded from the Program participation in accordance with licensing requirements. Two beds will be prioritized for occupants using assistive devices who can independently evacuate.

D. Notice of Adverse Benefit Determination. Contractor shall notify the referred individuals or the admitted members of the exclusion from the Program in compliance with *Department Policy #4.010 Notice of Adverse Benefit Determination*.

10. DOCUMENTATION REQUIREMENTS.

A. Behavioral Wellness Member Service Plan. Contractor shall verify the presence of a current, valid, active Member Service Plan, as completed by the Behavioral Wellness Treatment Team, in collaboration with Contractor, and ensure that the services provided by Contractor are authorized by the Member Service Plan. Services shall be documented in accordance with the Behavioral Wellness Documentation Manual, available at <https://www.countvofsb.org/behavioral-wellness>.

B. Action Plan. Contractor shall provide to the member's Behavioral Wellness Treatment Team a copy of the individualized Action Plan with specific rehabilitation goals that Contractor is working on with the member. The individualized Action Plan will be developed collaboratively with Contractor, Behavioral Wellness Treatment Team, and member.

C. Contractor shall provide services as determined by each member's service plan and Action Plan. The Action Plan shall be completed within 30 days of enrollment into the Program and shall align with the overall goals of the member's service plan. Copies of members' Action Plans shall be provided to Behavioral Wellness upon completion and upon any further updates or revisions, as applicable.

11. DISCHARGE.

A. Periodic Review.

1. Contractor shall review cases at least every ninety (90) days, to include member service plan development, effectiveness of interventions and, as applicable, discharge planning.

2. Contractor shall work with County to develop and attain goals for assisting members with moving to lower levels of supportive housing or community support.

3. Contractor shall update immediately any program vacancies or any actions to shift someone out of the Program. Contractor shall use the County referral management system to provide updates.

B. Discharge Plan. The Behavioral Wellness Treatment Team shall work closely with each member and with Program staff to establish a written discharge plan that is responsive to the members' needs and personal goals.

1. The Behavioral Wellness Treatment Team shall participate in the development of discharge plans, and shall provide assistance to members in completion of their plan. Contractor and County shall collaborate in planning for discharge and transition;
2. Members and their families shall be involved as much as possible in the discharge and graduation process;
3. Contractor shall notify Behavioral Wellness within three (3) days of any decision to discharge or evict;
4. The discharge plan shall be documented in the Behavioral Wellness electronic health record;
5. Contractor shall notify County of final discharge date within one (1) business day by phone or in-person; and
6. Residential members may be discharged by Contractor. Such discharge must be conducted according to CCLD requirements and in conjunction with county and other care providers to ensure continuity of care.

12. NON-REIMBURSEMENT. (Reserved)

13. REPORTING AND MONITORING. (Reserved)

A. Reporting. Contractor shall adhere to standard reporting requirements and shall complete additional surveys and reports regarding the Program as requested by County or DHCS.

14. STAFFING. Contractor shall abide by CCLD staffing requirements for 24/7 hour coverage with on-call staff as necessary for emergency situations and adhere to the Program staffing requirements outlined below. Changes to these requirements do not require a formal amendment to this Agreement but shall be agreed to in writing by the Director of the Department of Behavioral Wellness or designee and shall not alter the Maximum Contract Amount. Staffing definitions are set forth in Section III Program Operations Requirements in Exhibit AA General Provisions: ADP/MHS of this Agreement.

15. PROGRAM GOALS, OUTCOMES AND MEASURES.

A. Contractor shall comply with the program goals, outcomes, and measures in Subsection B of this Section (Goals, Outcomes, and Measures). Contractor shall comply with changes to the program goals, outcomes, and measures that do not alter the maximum contract amount of this Agreement and are authorized by the Director of the Department of Behavioral Wellness or designee in writing pursuant to Section

25 (Entire Agreement and Amendment) of the Standard Terms and Conditions of this Agreement.

B. Contractor shall meet the program goal of successful substance use disorder treatment and recovery and the outcomes and measures as identified below:

McMillan Ranch Program Evaluation		
Program Goals	Outcomes	Goal
Census Information	Unique members served	#
	Enrollments	#
	New Enrollments	#
	Discharges	#
Symptom Acuity. Reduce mental health and substance abuse symptoms resulting in reduced utilization of involuntary care.	% Unique members with Incarceration	≤5
	Of those with an incarceration: Follow up after discharge from jail/juvenile hall within 7 days	≥95
	% Unique members with Psychiatric Inpatient Hospitalization	≤5
	Of those with an inpatient hospitalization: Follow up after discharge from inpatient hospital within 7 days	≥95
	% Unique members with Crisis Intervention	≤10
Stabilization in Community. Assist members in their mental health recovery process and with developing the skills necessary to lead healthy and	% Successful Discharges	≥85
	% Members discharged against member choice (involuntary discharge)	≤5

productive lives in the community.		
------------------------------------	--	--

**EXHIBIT A-6 MHS
STATEMENT OF WORK
FULL SERVICE PARTNERSHIP (FSP)
SANTA MARIA FSP
JULY 1, 2026-DECEMBER 31, 2026**

Notwithstanding any other provision of this Agreement, Contractor shall commence performance under this Exhibit A-6 (Full Service Partnership (FSP) Santa Maria FSP July 1, 2026-December 31, 2026) on July 1, 2026 and end performance no later than December 31, 2026 unless otherwise directed by County or unless earlier terminated.

- 1. PROGRAM SUMMARY.** The Full Service Partnership (FSP) Program is an evidence-based psychiatric treatment, rehabilitation and support service for members with serious mental illness who demonstrate the need for the most intensive level of nonresidential community service. The Program is designed for adults, whose symptoms of mental illness cause, or create high risk for, the most substantial levels of disability and functional impairment.

The Santa Maria Adults/Older Adults Full Service Partnership (hereafter Program) shall provide individuals 18 years of age or older, 24 hours a day, 7 days a week, 365 days a year, with response and outpatient mental health services to individuals in mental health crisis. The Program shall deliver treatment, rehabilitative and supportive services to members "in vivo" in regular community settings (e.g., home, apartment, job site) through a full-service partnership (FSP) model. Program members have significant personal difficulties functioning in major life domains such as maintaining affordable, safe and stable housing, meaningful daily pursuits such as employment and job placement, as well as satisfying interpersonal relationships. The role of the FSP team is to address the rehabilitation needs of members in these key domain areas so as to stabilize their housing and enhance their wellbeing. This Program requires a flexible approach to program delivery using a whatever-it-takes principle.

- A.** Contractor shall comply with all applicable requirements set forth in Exhibit AA General Provisions: ADP/MHS and Exhibit AA-1 General Provisions Department of Health Care Services State Performance Requirements Behavioral Health Services Act (BHSA) of this Agreement.

- 2. PROGRAM OBJECTIVES.**

- A.** The objectives of the Program are to:
 - 1.** Assist members in attaining community stability and reaching their recovery and rehabilitation goals, including helping members to find and keep employment.

2. Reduce mental health and substance abuse symptoms to reduce utilization of involuntary care and emergency rooms for mental health and non-acute physical health problems.
3. Assist members with their mental health recovery process and with developing the skills necessary to lead independent, healthy, and productive lives in the community.
4. Decrease Psychiatric Facility admissions during Program enrollment and after graduation.
5. Increase follow-through rates on treatment.
6. Maintain stable housing throughout transition.
7. Improve members' ability to achieve self-selected personal goals.
8. Allow movement and flow in the system of care with the goal of stepping members down to lower levels of care.

3. SERVICES.

FSP PROGRAM SERVICES.

The FSP teams shall adhere to State guideline for FSP Programs established in California Code of Regulations Title 9 section 3620.

The FSP Team shall be available 24 hours per day, 7 days per week. Contractor shall follow evidence-based practices for FSP model programs, as mutually agreed by Behavioral Wellness and FSP providers. Services shall include:

- A. **Care Management.** Care Management is a core function provided by the FSP Program. Care management activities are led by one mental health professional on the FSP Team, known as the "care coordinator". The care coordinator coordinates and monitors the activities of the FSP Team staff who have shared ongoing responsibility to assess, plan, and deliver treatment, rehabilitation, and support services to each member. This will include consulting and collaborating with other team members who may be providing support to a member (i.e., a substance abuse specialist may provide services in addition to the primary care manager).
- B. **Crisis Assessment and Intervention.** The FSP Program shall ensure availability of telephone and face-to-face contact with members 24 hours per day, seven days per week. Services may be provided in collaboration with Mobile Crisis, as appropriate. However, Mobile Crisis shall augment, not substitute for, FSP Team on-call telephone and face-to-face responsibility.

C. Symptom Assessment, Management and Individual Supportive Therapy. These interventions assist members to address the distressing and disabling problems associated with psychotic symptoms; to help ease the emotional pain associated with having a serious mental illness (e.g., severe anxiety, despair, loneliness, unworthiness and depression); and to assist members with symptom self-management efforts that may reduce the risk of relapse and minimize levels of social disability. These activities, which may be carried out by the FSP Team Psychiatrist, nurses, or other staff may include:

1. Ongoing assessment of the member's mental illness symptoms and his or her response to treatment;
2. Education of the member regarding his or her illness and the effects and side effects of prescribed medication, where appropriate;
3. Encouragement of symptom self-management practices, which help the member to identify symptoms and their occurrence patterns and develop methods (internal, behavioral, adaptive) to lessen their effects. These may include specific cognitive behavioral strategies directed at fostering feelings of self-control;
4. Supportive psychotherapy to address the psychological trauma of having a major mental illness; and
5. Generous psychological support to each member, provided both on a planned and as-needed basis, to help the member accomplish personal goals and cope with the stresses of everyday living.

D. Medication Services.

1. All FSP Team members shall work closely with the FSP Team Psychiatrist to assess and document each member's mental illness symptoms and behavior in response to medication, and shall monitor members for medication side effects.
2. FSP Team members shall follow Behavioral Wellness policies and procedures regarding medication:
 - i. Facilitate member education and informed consent about medication;
 - ii. Record physician orders;
 - iii. Order medication;
 - iv. Arrange for all medication related activities to be organized by the FSP Team and documented in County EHR; and

- v. Provide security for storage of medications, including setting aside a private area for set up of medications by the FSP Team’s nursing staff.
 - 3. Contractor shall provide medication monitoring based upon member need, which may be more than once per day. Contractor shall meet monthly to review frequency of monitoring. At least monthly or as otherwise determined by the FSP Team, each member shall meet with the Prescriber or other medication provider.
- E. Coordination with Health Care and Other Providers.** The FSP Program represents a unique program model, whereby one self-contained team of staff provides an integrated package of treatment, rehabilitation, and support services to each member. There shall be minimal referrals to external mental health treatment and rehabilitation services. However, the FSP Program shall provide a high degree of coordination with healthcare providers and others with whom members may come into contact. The FSP Program shall be responsible for:
- 1. Coordinating and ensuring appropriate medical, dental and vision services for each member. Based on member consent, the FSP Team will establish close working relationships with primary care physicians to support optimal health and to assist with monitoring any medical conditions (e.g., diabetes, high cholesterol);
 - 2. Coordinating with psychiatric and general medical hospitals throughout an individual’s inpatient stay. FSP Team staff will be involved throughout the process of admission, remain in contact with the member while in the hospital, and be in communication with hospital staff for care coordination and discharge planning purposes;
 - 3. Maintaining relationships with detoxification and substance abuse treatment services to coordinate care when FSP members may need these services;
 - 4. Maintaining close working relationships with criminal justice representatives to support members involved in the adult justice system (e.g., courts, probation officers, jails and correctional facilities, parole officers);
 - 5. Knowing when to be proactive in situations when an individual may be a danger to self or others. Staff should maintain relationships with local emergency service systems as backup to the FSP Team’s 24-hour on-call capacity;
 - 6. Establishing close working relationships with self-help groups (AA, NA, etc.), peer support and advocacy resources, and education and support groups for families and significant others;
 - 7. Fostering close relationships with local housing organizations; and

8. Creating a referral and resource guide for self-help groups and other community resources (e.g., legal aid organizations, food co-ops).

F. Substance Abuse Services. The FSP Program shall provide substance abuse treatment services, based on each member's assessed needs. Services shall include, but not be limited to, individual and group interventions to assist individuals who have co-occurring mental illness and substance abuse problems with the following areas:

1. Identifying substance use, effects and patterns;
2. Recognizing the relationship between substance use and mental illness and psychotropic medications;
3. Accessing information and feedback to raise member awareness of mental health treatment interventions and hope for the possibility of change;
4. Building member motivation for change;
5. Finding the best change action specific to their unique circumstances;
6. Identifying and using strategies to prevent relapse;
7. Renewing the processes of contemplation, determination and action, without being stuck or demoralized because of relapse; and
8. Developing connections to self-help groups such as Double Trouble and Dual Recovery programs.
9. Provide or refer to Medically Assisted Treatment (MAT) when indicated.
10. Provide referral to higher level of substance abuse treatment when indicated.

G. Housing Services and Support. The FSP Program shall provide housing support services to help members obtain and keep housing consistent with their recovery objectives. Safe, affordable housing is essential to helping members fully participate in, and benefit from, all other assistance the FSP Program offers. Many members referred for FSP Program services may be homeless or have unstable living arrangements. FSP Program staff shall become familiar with the availability and processes for members accessing affordable housing programs. Affordable housing units or subsidies may be accessed from other agencies and the general public or private housing market. FSP Program staff shall develop and maintain working relationships with local housing agencies from whom housing units, any necessary rental subsidies, and other available housing-related services or resources may be accessed on behalf of members. FSP Program housing services and support shall include, but not be limited to, assisting members in:

1. Finding apartments or other living arrangements;
2. Securing rental subsidies;
3. Developing positive relationships with landlords;
4. Executing leases;
5. Moving and setting up the household;
6. Meeting any requirements of residency;
7. Carrying out household activities (e.g., cleaning); and
8. Facilitating housing changes when desirable or necessary.

H. Employment and Educational Supports. Contractor shall provide work-related support services to help members who want to find and maintain employment in community-based job sites. Contractor shall provide educational supports to help members who wish to pursue the educational programs necessary for securing a desired vocation.

1. FSP Program staff shall use their own expertise, service capacities and counseling skills to help members pursue educational, training or vocational goals. FSP Program staff shall maintain relationships with employers, academic or training institutions, and other such organizations of interest to members.
2. FSP Program staff may help members find employment that is part or full time, temporary or permanent, based on the unique interests and needs of each member. As often as possible, however, employment should be in real life, independent integrated settings with competitive wages.
3. Employment and Educational Support services shall include but not be limited to:
 - i. Assessment of members' educational and job-related interests and abilities, through a complete education and work history assessment, as well as on-site assessments in educational and community-based job sites;
 - ii. Assessment of the effect of the member's mental illness on employment or educational learning, identifying specific behaviors that interfere with the member's work or learning performance, and developing interventions to reduce or eliminate those behaviors;
 - iii. Development of an ongoing supportive educational or employment rehabilitation plan to help each member establish the skills necessary to find and maintain a job or to remain in an educational setting;

- iv. Providing benefits and counseling expertise to help members understand how gainful employment will affect Social Security Administration (SSA) disability payments and health coverage. The counseling will also be expected to address work incentive benefits available through SSA and other agencies;
 - v. Providing individual supportive therapy to assist members with identifying and coping with symptoms of mental illness that may interfere with work performance or learning;
 - vi. Providing on-the-job or work-related crisis intervention services to address issues related to the member's mental illness such as interpersonal relationships with co-workers, and symptom management, as indicated;
 - vii. Providing work-related supportive services, such as assistance with grooming or personal hygiene, securing appropriate clothing, providing wake-up calls, transportation, etc.; and
 - viii. Building cooperative relationships with publicly funded "mainstream" employment, education, training, and vocational rehabilitation agencies/organizations in the community.
- I. **Social System Interventions.** Social system interventions, such as supportive socialization, recreation, leisure-time activities, and peer support, help members maintain and expand a positive social network to reduce social isolation. FSP Program Staff shall work with each member to provide the following:
- 1. Assess and identify the member's joys, abilities and accomplishments in the present and in the past, and also what the member would like to occur in the future;
 - 2. Identify the member's beliefs and meanings and determine what role they play in the member's overall well-being (e.g., how does the member make sense of his/her life experience? How is meaning or purpose expressed in the person's life? Are there any rituals and practices that give expression to the person's sense of meaning and purpose? Does this member participate in any formal or informal communities of shared belief, etc.?);
 - 3. Identify and address potential obstacles to establishing positive social relationships (e.g., shyness; anxiety; member's expectations for success and failure);
 - 4. Provide side-by-side support and coaching, as needed, to build member's confidence and success in relating to others;

5. Provide supportive individual therapy (e.g., problem-solving, role-playing, modeling and support), social-skill teaching and assertiveness training;
 6. Connect members to peer advocates or peer supports; and
 7. Help members to make plans with peers or friends for social and leisure time activities within the community.
- J. Activities of Daily Living.** Contractor shall provide services to support members' activities of daily living in community-based settings, including individualized assessment, problem-solving, side-by-side assistance and support, skills training, ongoing supervision (e.g., monitoring, encouragement) and environmental adaptations, to assist members to gain or use the skills required to:
1. Carry out personal care and grooming tasks;
 2. Perform activities such as cooking, grocery shopping, and laundry;
 3. Procure necessities such as a telephone, microwave, etc.;
 4. Develop ways to budget money and resources; and
 5. Use available transportation.
- K. Support Services.** Contractor shall provide non-mental health services and supports.
1. These supports shall include, but are not limited to:
 - i. Food;
 - ii. Clothing;
 - iii. Housing, including, but not limited to, rent subsidies, housing vouchers, house payments, residence in a drug/alcohol rehabilitation program, and transitional and temporary housing;
 - iv. Cost of health care treatment;
 - v. Cost of treatment of co-occurring conditions, such as substance abuse; and
 - vi. Respite care.
 2. The Contractor may pay for the full spectrum of community services when it is cost effective and consistent with the member's Treatment Plan goals.
 3. Contractor shall only use BHSA funds to pay for non-mental health services and supports when there are no other funds from other sources available for this purpose.

- L. Peer Support Services.** Contractor shall provide services to validate members' experiences and to guide and encourage members to take responsibility for and to actively participate in their own recovery. Contractor shall also provide services to help members identify, understand, and combat stigma and discrimination against mental illness and shall develop strategies to reduce members' self-imposed stigma, through:
1. Peer counseling and support; and
 2. Introduction and referral of members to consumer self-help programs and advocacy organizations that promote recovery.
- M. Education, Support, and Consultation to Members' Families and Other Major Support Networks.** Contractor shall provide services regularly to members' families and other major supports, with member agreement or consent, including:
1. Individualized psychoeducation about the member's illness and the role of the family and other significant people in the therapeutic process;
 2. Interventions to restore contact, resolve conflict, and maintain relationships with family and or other significant people;
 3. Ongoing communication and collaboration, face-to-face and by telephone, between the FSP Team and the family;
 4. Introduction and referral to family self-help programs and advocacy organizations that promote recovery; and
 5. Assistance to members with children (including individual supportive counseling, parenting training, and service coordination) including, but not limited to:
 - i. Services to help members throughout pregnancy and the birth of a child;
 - ii. Services to help members fulfill parenting responsibilities and coordinate services for the child/children; and
 - iii. Services to help members restore relationships with children who are not in the member's custody.
- N.** Contractor shall provide the following mental health services, billed under the billing codes listed in Exhibit B-3, as defined in Title 9, California Code of Regulations (CCR):
1. **Assessment.** Assessment means a service activity designed to evaluate the current status of a member's mental, emotional, or behavioral health, as defined in Title 9 CCR Section 1810.204. Assessment includes, but is not limited to, one or more of the following: mental health status determination, analysis of the member's

clinical history, analysis of relevant cultural issues and history, diagnosis, and use of mental health testing procedures.

- i. Contractor shall complete the Adult Needs and Strengths Assessment (ANSA) outcome evaluation tool for members age of 21 and over. The ANSA must be administered by trained clinical staff (County/Contractor) at:
 - a. Intake;
 - b. Every year thereafter; and
 - c. Discharge.
 - ii. Contractor shall complete the Child & Adolescent Needs & Strengths (CANS) for each member between the ages of 18 and 21. The CANS must be administered by trained clinical staff (County/Contractor) at:
 - a. Intake;
 - b. Every 6 months thereafter; and
 - c. Discharge.
- 2. Collateral.** Collateral means a service activity to a significant support person in a member's life for the purpose of meeting the needs of the member in terms of achieving the goals of the member's member plan, as defined in Title 9 CCR Section 1810.206. Collateral may include but is not limited to consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the member, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The member may or may not be present for this service activity.
- i. A significant support person is a person, in the opinion of the member or the person providing services, who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a member, legal guardians or legal representatives of a member, a person living in the same household as the member, the member's spouse, and the relatives of the member, as defined in Title 9 CCR Section 1810.246.1.
- 3. Plan Development.** Plan Development means a service activity that consists of development of member plans, approval of member plans, and/or monitoring of a member's progress.
- 4. Rehabilitation.** A service activity that includes, but is not limited to, assistance, improving, maintaining, or restoring functional skills, daily living skills, social and

leisure skills, grooming and personal hygiene skills, meal preparation skills, obtaining support resources, and/or obtaining medication education, as defined in Title 9 CCR Section 1810.243.

- 5. Therapy.** Therapy is a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments, as defined in Title 9 CCR Section 1810.250. Therapy may be delivered to an individual or group and may include family therapy at which the member is present.
- 6. Case Management.** Services that assist a member to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure member access to service and the service delivery system; monitoring of the member's progress; placement services; and plan development, as defined in Title 9 CCR Section 1810.249.
- 7. Crisis Intervention.** Crisis intervention means a service lasting less than 24 hours, to or on behalf of a member for a condition that requires a more timely response than a regularly scheduled visit, as defined in Title 9 CCR Section 1810.209. Service activities include, but are not limited to, one or more of the following: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements described in Sections 1840.338 and 1840.348. Crisis intervention services may either be face-to-face or by telephone with the member or the member's significant support person and may be provided anywhere in the community.
- 8. Medication Support Services.** Medication support services are services that include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness, as defined in Title 9 CCR Section 1810.225. Service activities may include, but are not limited to, evaluation of the need for medication; evaluation of clinical effectiveness and side effects; the obtaining of informed consent; instruction in the use, risks and benefits of and alternatives for medication; and collateral and plan development related to the delivery of the service and/or assessment of the member.
- O.** Contractor shall provide additional services that do not alter the maximum contract amount of this Agreement and are authorized by the Director of the Department of

Behavioral Wellness or designee in writing in accordance with Section 25 (Entire Agreement and Amendment) of the Standard Terms and Conditions of this Agreement.

4. ADDITIONAL SERVICES REQUIREMENTS. (RESERVED)

5. OPERATIONS.

A. Licensure/Certification. (Reserved)

B. Location. The Program shall be located at:

1. 124 West Carmen Lane, Suite A, Santa Maria, CA 93458.

C. Service Intensity. The Program shall have the organizational capacity to provide multiple contacts per week (flexibly) to members, based on individual preference and need. These multiple contacts may be as frequent as two (2) to three (3) times per day, seven (7) days per week. Many, if not all, staff shall share responsibility for addressing the recovery needs of all members requiring frequent contacts. Program staff shall provide an average of two (2) to three (3) face-to-face contacts per week for each FSP member.

D. Treatment Location. The majority of Program services (at least 75 percent) will occur outside program offices in the community, within the member's life context. The FSP Team will maintain data to verify these goals are met.

E. Hours of Operation.

1. The Program shall be available to provide treatment, rehabilitation and support activities seven (7) days per week, 365 days per year. Program hours shall be as outlined below, or as otherwise agreed to by the Director of the Department of Behavioral Wellness or designee in writing. Such amendments do not alter the Maximum Contract Amount and do not require an amendment to this Agreement.
 - i. Monday through Friday, the Program shall operate a minimum of eight and one half (8.5) hours per day.
 - ii. On each weekend day and every holiday the Program shall operate with staffing to meet the needs of the members.
2. The Program shall operate an after-hours on-call system. Team staff experienced in FSP and trained in crisis-intervention procedures will be on-call and available to respond to members both by telephone and in person. The FSP Team will be the preferred first responders to all crisis calls from FSP members. As much as possible, a Team staff member who is familiar to the member and/or their family shall respond by phone and in person. In case of a psychiatric emergency, Contractor

shall provide a physical in-person response no later than sixty (60) minutes from the time of the call.

F. Policies and Procedure. POLICIES AND PROCEDURES. Contractor shall develop written policies and procedures to set expectations for Program staff and establish consistency of effort. The written policies and procedures shall be consistent with all applicable state and federal standards and should address the following:

1. Informed consent for treatment, including medication;
2. Member rights, including right to treatment with respect and dignity, under the least restrictive conditions, delivered promptly and adequately;
3. Process for member filings of grievances and complaints.
4. Management of member funds, as applicable, including protections and safeguards to maximize members' control of their own money;
5. Admission and discharge (e.g., admission criteria and process; discharge criteria, process and documentation);
6. Personnel (e.g., required staff, staffing ratios, qualifications, orientation and training);
7. Hours of operation and coverage, service intensity, staff communication and planning emphasizing a team approach, and staff supervision;
8. Assessment and treatment processes and documentation (e.g., comprehensive assessment, member service planning, progress notes);
9. Treatment, rehabilitation and support services;
10. Member medical record maintenance;
11. Program evaluation and performance (quality assurance);
12. Procedures for compliance with applicable State and Federal laws, including all Equal Employment Opportunity (EEO)/Affirmative Action (AA) requirements. Contractors must comply with the Americans with Disabilities Act.

6. MEMBERS.

A. Members/Program Capacity. Contractor shall provide the services described herein to approximately 100 adults aged 18 and over with serious mental illness. Caseload may be adjusted with written approval from County. Changes to the caseload number do not require a formal amendment but shall be agreed to in writing by Director of the Department of Behavioral Wellness or designee and shall not alter the Maximum Contract Amount.

- B.** Program admission requirements are more fully described in Section 8 (Authorization, Admission, Intake, and Reauthorization) of this Exhibit. (Collectively, members.)
- C.** Contractor’s provision of services to members under this Program shall not exceed the funding levels projected in Exhibit B-1 MHS.
- D. FSP Members.** Members selected for participation in an FSP service category (Transition Age Youth, Adult, or Older Adult) shall be eighteen years of age and older and must meet the eligibility criteria for the applicable service category, as described below:
 - 1. Transition Age Youth (TAY).** “TAY” means ages 18-24. TAY members must:
 - i.** Meet criteria for an emotionally seriously disturbed disorder; and
 - ii.** Be unserved or underserved and one of the following:
 - a.** Homeless or at risk of being homeless;
 - b.** Aging out of the child and youth mental health system;
 - c.** Aging out of the child welfare system;
 - d.** Aging out of the juvenile justice system;
 - e.** Involved in the criminal justice system;
 - f.** At risk of involuntary hospitalization or institutionalization; or
 - g.** Have experienced a first episode of serious mental illness.
 - 2. Adults.** “Adults” means ages 25-59. Adult members must:
 - i.** Meet criteria for a serious mental disorder and
 - ii.** Be unserved or underserved and one of the following:
 - a.** Homeless or at risk of becoming homeless;
 - b.** Involved or at risk of becoming involved in the criminal justice system;
 - c.** Frequent users of hospital and/or emergency room services as the primary resource for mental health treatment; or
 - d.** At risk of involuntary hospitalization or institutionalization.
 - 3. Older Adults.** “Older Adults” means over age 59. Older adults must:
 - i.** Meet criteria for a serious mental disorder and
 - ii.** Be unserved or underserved and one of the following:
 - a.** Experiencing a reduction in personal and/or community functioning;

- b. Homeless;
- c. At risk of becoming homeless;
- d. At risk of becoming institutionalized;
- e. At risk of out-of-home care;
- f. Institutionalization;
- g. Nursing home or out-of-home care;
- h. Frequent users of hospital and/or emergency room services as the primary resource for mental health treatment; or
- i. Involvement in the criminal justice system.

7. REFERRALS. All Program admissions will be voluntary referrals.

- A. Contractor shall admit members referred by Behavioral Wellness. Other referral sources must be authorized by designated Behavioral Wellness staff. A biannual or more frequent Behavioral Wellness Quality Care Management (QCM) Division review and ongoing authorization process will assure that members served meet the criteria for the Program.
- B. Contractor shall begin the admission process within five days of referral.
- C. **Referral Packet.** Contractor shall receive a referral packet for each member referred and treated. Hard copies of any packet documents that are available in the County Electronic Health Record (EHR) system shall be shredded by Contractor upon opening the member to the Program. The referral packet shall include:
 - 1. A copy of the County referral form;
 - 2. A member face sheet listing all of the programs that the member has been admitted to over time, and is currently admitted to, including hospitalizations;
 - 3. A copy of the most recent comprehensive assessment and/or assessment update;
 - 4. A copy of an updated treatment plan, if applicable;
 - 5. A copy of the most recent medication record and health questionnaire;
 - 6. A copy of the currently valid County Member Problem List and other clinical documentation indicating the goals for member enrollment in the FSP Program;
 - 7. Member's Medi-Cal Eligibility Database Sheet (MEDS) file printout, as provided to Contractor in the initial Referral Packet. Thereafter, it will be Contractor's responsibility to verify continued Medi-Cal eligibility; and

8. Written approval to provide services from public/private conservator or other legal guardian.

8. AUTHORIZATION, ADMISSION, INTAKE, AND REAUTHORIZATION.

A. Medi-Cal Eligibility and Residency. Contractor shall verify each referred individual's Drug Medi-Cal eligibility and Santa Barbara County residency as described in Section IV Administrative Requirements of Exhibit AA General Provisions: ADP/MHS of this Agreement.

B. Point of Authorization. The designated Point of Authorization (POA) for County is:

Quality Care Management (QCM)
Santa Barbara County
Department of Behavioral Wellness
300 N. San Antonio Rd, Bldg. 3
Santa Barbara, CA 93110
Telephone: 805-681-5133
Fax: 805-357-6377

9. EXCLUSION CRITERIA. (Reserved)

10. DOCUMENTATION REQUIREMENTS.

A. Progress notes on activities must be documented and must meet the requirements in BHIN No. 23-068 and *Department of Behavioral Wellness' Policy and Procedures #8.102 CalAim Documentation Reform.*

B. Ongoing Documentation of Services. Contractor shall document treatment services, for each member receiving treatment services. The Documentation of Services shall include:

1. Member's strengths and personal recovery goals or recovery vision, which guides the treatment service delivery process;
2. All treatment services provided to each member for behavioral health conditions for which the member is being treated;
3. Entry of individual member notes into Behavioral Wellness Electronic Health Record (EHR) within 72 hours of each member contact.
4. Goals/Objectives which are observable and/or measurable and which are designed to increase specific skills or behaviors and/or ameliorate the impairments caused by the disorder; and
5. Interventions planned to help the members reach their goals.

C. Contractor shall complete the following for each member:

1. **Diagnostic Assessment.** A diagnostic assessment that establishes the presence of a serious mental illness, providing a basis for the medical necessity of FSP-level services. The diagnostic assessment shall be completed by the FSP Team Psychiatrist or by another team member who is a properly licensed mental health professional within 60 days of admission, and shall be updated when there is a transition or change in level of care needed, or as clinically indicated by the FSP Team;
2. **Member Problem List and Treatment Plan.** Contractor shall complete an Assessment, Problem List, and Treatment Plan (or Treatment Plan Progress Note for targeted case management and peer support services) for each member receiving Program services in accordance with CalAIM requirements, applicable Behavioral Wellness Policies and Procedures, and the Behavioral Wellness Clinical Documentation Manual available at <https://www.countyofsb.org/behavioral-wellness/asset.c/5670>.
3. **Full Service Partnership Agreement.** Contractor shall enter into a full service partnership agreement with each member served in the Program, and when appropriate, the member's family.

11. DISCHARGES/TRANSFER/READMISSION POLICY.

A. Discharge Requirements.

1. The FSP Team and Medical Provider responsible for treatment shall work in close partnership with each member to establish a written discharge plan that is responsive to the member's needs and personal goals.
2. Contractor shall notify County Regional Manager at Community Treatment Services (CTS) meetings and shall follow current Behavioral Wellness policies and procedures located at <https://www.countyofsb.org/904/Policies-Procedures> related to change in member status.
3. The FSP Team shall prepare a Discharge Summary in the County EHR at the time of member discharge.

B. Transfer Requirements. In the event of member transfer to another service provider, Contractor shall ensure:

1. Partnership with the member throughout the transfer planning process to ensure responsiveness to his or her individual needs, goals and preferences.
2. Continuity of member care before and after transfer which shall include a gradual transfer process with a period of overlapping services.

C. Discharge and Readmission Policy. Contractor shall maintain a discharge and readmission policy. The written policies and procedures shall be consistent with all applicable state and federal standards and should address the following:

1. Discharge of members to lower or higher levels of care;
2. Discharge based on member requests;
3. Discharge of members who decline to participate in services or who are assessed to be non-compliant with services. The Program shall carry out consistent, outreach efforts to establish supportive treatment. All such contacts must be clearly documented with approval from Behavioral Wellness QCM Division prior to termination of services and discharge; and
4. Re-admission process of members previously enrolled in the Program.

12. NON-REIMBURSEMENT. (Reserved)

13. REPORTING AND MONITORING. Contractor shall work with County to ensure satisfactory data collection, as follows:

- A. Periodic review of member encounter data from the Behavioral Wellness Electronic Health Record (EHR) to ensure that members are receiving the majority of needed services from the Program and not from external sources such as hospitals/ERs, or other programs.
- B. Regular review of a random sample of member assessments, member problem lists, member treatment plan progress notes, and member progress notes to assess the quality of the FSP Team's planning and service delivery activities.

14. STAFFING.

- A. **Staff-to-Member Caseload Ratios.** The Program shall operate with a staff-to-member ratio that does not exceed one (1) to ten (10) (ten [10] members per one [1.0] FTE staff member), or as otherwise indicated by the agreed-upon FSP evidence-based practice for a particular service, excluding the Psychiatrist and Administrative Support Personnel. These staff will not carry an individual caseload. Caseloads of individual staff members will vary based upon their overall responsibilities within the FSP Team (for example, Team Leader/Program Administrator and medical staff will carry smaller caseloads).
- B. All Team staff will be trained in FSP and crisis intervention techniques. A supervisor will be available at all times to staff on call as needed.
- C. Behavioral Wellness Psychiatrist back-up will be available via phone at all times, including evenings, weekends and holidays. Behavioral Wellness Mobile Crisis staff will

be available to provide additional support to the FSP Team as needed in providing an in-person response to crisis calls after hours.

D. Contractor shall ensure that the Team Leader/Administrator or his/her designee shall be available to Program staff, either in person or by telephone at all times. Contractor shall promptly and appropriately respond to emergent needs and make any necessary staffing adjustments to assure the health and safety of members.

E. Team Organization and Communications.

1. The Program organizational structure emphasizes a team approach to ensure the integration of clinical, rehabilitative and support services. The overall FSP Team's organization and communication shall be structured as follows:

- i.** Conduct Organizational Staff Meetings at least twice a week at a regularly scheduled time that accommodates overlapping shifts, Monday through Friday. The FSP Team will review pertinent cases and daily scheduling, and as needed, the FSP Team will review all members and shall add service contacts to the daily staff assignment schedule. At Organizational Staff Meeting, Program staff shall plan for emergency and crisis situations and review the crisis plans for members, and shall add service contacts to the daily staff assignment schedule.
- ii.** Communicate daily to assess high risk members and alert staff of emergent concerns, hospitalization, and ongoing issues.

2. The FSP Team shall conduct Member Service Planning Meetings under the supervision of the Team Leader/Program Administrator and the Psychiatrist.

F. Contractor shall adhere to the Program staffing requirements as described in the General Provisions ADP/MHS Section M (Staffing Definitions).

1. In hiring all positions for the FSP Team, Contractor shall give strong consideration to qualified individuals who are or have been recipients of mental health services.

2. The Program may include *locum tenens* psychiatric staff paid for under a separate contract by county, who shall assume responsibility for psychiatric treatment functions (functions performed by a psychiatrist, nurse practitioner, or physician's assistant) as described below.

3. Anticipated staff is as follows based on member census and caseload requirements. The FSP Team may consist of roles as follows, unless otherwise agreed to by the Director of the Department of Behavioral Wellness or designee in writing. Such amendments do not alter the Maximum Contract Amount and do not require an amendment to this Agreement.

- i. **1.0 FTE Team Leader/Program Administrator** who is the clinical and administrative supervisor of the FSP Team. The Team Leader/Program Administrator shall be a licensed mental health professional or a waived/registered professional, as defined in the General Provisions ADP/MHS Section M (Staffing Definitions). The Team Leader/Administrator shall have at least two (2) years of direct experience treating adults with serious mental illness, including at least one (1) year of program management or supervisory experience in a mental health setting.
- ii. **0.1 FTE Regional Director Administrator.**
- iii. **1.0 FTE Clinical Director/Lead Clinician** who shall be a licensed mental health professional or a waived/registered professional, as defined in the General Provisions ADP/MHS Section M (Staffing Definitions), to assist the Psychiatrist and Team Leader/Program Administrator to provide clinical leadership during member service planning meetings, conduct psychosocial assessments, assume oversight of the more challenging Individual Treatment Team assignments, assist with the provision of side-by-side supervision, and work interchangeably with the lead Registered Nurse (County staff). The Clinical Director/Lead Clinician will provide support and back-up to the Team Leader/Program Administrator in his or her absence.
- iv. **2.0 FTE Mental Health Professionals** who shall be at minimum Qualified Mental Health Workers (QMHWs), as defined in the General Provisions ADP/MHS Section M (Staffing Definitions). Ideal staff in these roles will have experience in providing individualized job development and supported employment on behalf of persons with physical or mental disabilities, and/or experience providing substance abuse treatment interventions to persons with co-occurring psychiatric and addictions disorders.
- v. **2.0 FTE Mental Health Professionals** with designated responsibility for the role of Substance Abuse Specialist, who shall be at a minimum QMHWs, as defined in the General Provisions ADP/MHS Section M (Staffing Definitions). I .d with experience providing substance abuse treatment interventions to persons with co-occurring psychiatric and addictions disorders.
- vi. **3.0 FTE Mental Health Professionals** who may be individuals who do not meet the qualifications of QMHW, as defined in the General Provisions ADP/MHS Section M (Staffing Definitions), and may be classified as Mental Health Workers (MHW), as described below in Section 8.D MHWs may only provide services under this Agreement with prior approval of the Behavioral Wellness

Quality Care Management (QCM) Division and Contractor shall ensure they comply with all standards/requirements established by the Behavioral Wellness QCM Division. These staff should have experience working with members with serious mental illness or related training/work/life experience.

- vii. 1.5 FTE **Peer Specialists** who are or have been recipients of mental health services for serious mental illness. Peer Specialists may be individuals who do not meet the qualifications of QMHWs and may be classified as Mental Health Workers (MHWs). Peer Specialists provide essential expertise and consultation to the entire team to promote a culture in which each member's subjective experiences, points of view, and preferences are recognized, respected and integrated into all treatment, rehabilitation, and support services. Peer Specialists participate in all program planning processes and provide direct services in the community that promote member self-determination and decision-making.
- viii. 1.0 FTE **Prescriber(s) (Psychiatrist, Nurse Practitioner, and/or Physician Assistant with required supervision)** who will work with the FSP Team to provide clinical services to all FSP members, monitor each member's clinical status and response to treatment, and provide psychopharmacologic and medical treatment. Psychiatrist will work with the Team Leader/Program Administrator to oversee clinical operations, supervise staff delivery of services, provide supervision in the community during routine and crisis interventions, and direct psychopharmacologic and medical treatment.
- ix. 2.0 FTE **Medical Staff (Registered Nurse, Licensed Vocational Nurse, and/or Psychiatric Technician)** who will work with the Team Leader/Program Administrator and prescriber to ensure proper medical monitoring, timely medication refills and the development and implementation of medication policies and procedures.
- x. 1.0 FTE **Clinician**.
- xi. 1.5 FTE **Office Coordinator** who is responsible for coordinating, organizing, and monitoring all non-clinical operations of the FSP Program, providing receptionist activities including triaging calls and coordinating communication between the FSP Team and members.
- xii. 0.1 **HR Generalist**; and
- xiii. 0.04 **Reg IT Support Analyst**.

G. Qualified staff include the following, as described in the General Provisions ADP/MHS Section M (Staffing Definitions):

1. Licensed Clinical Social Workers or related waived/registered professionals;
2. Licensed Vocational Nurses;
3. Marriage and Family Therapists or related waived/registered professionals;
4. Mental Health Rehabilitation Specialists;
5. Occupational Therapists;
6. Physicians;
7. Psychiatric Technicians;
8. Psychologists or related waived/registered professionals;
9. Registered Nurses;
10. Registered or certified Peer Specialist; and
11. Other qualified mental health professionals.

15. PROGRAM GOALS, OUTCOMES AND MEASURES.

A. Contractor shall comply with the program goals, outcomes, and measures in Subsection B of this Section (Goals, Outcomes, and Measures). Contractor shall comply with modification to the program goals, outcomes, and measures that do not alter the maximum contract amount of this Agreement and are authorized by the Director of the Department of Behavioral Wellness or designee in writing pursuant to Section 25 (Entire Agreement and Amendment) of the Standard Terms and Conditions of this Agreement.

B. Contractor shall meet the following outcomes and measures as identified below:

FSP Program Evaluation		
Program Goals	Outcomes	Goal
Census Information	Unique members served	#
	Enrollments	#
	New Enrollments	#

	Discharges	#
<p>Symptom Acuity. Reduce mental health and substance abuse symptoms resulting in reduced utilization of involuntary care.</p>	% Unique members with Incarceration	≤5
	Of those with an incarceration: Follow up after discharge from jail/juvenile hall within 7 days	≥95
	% Unique clients with Psychiatric Inpatient Hospitalization	≤5
	Of those with an inpatient hospitalization: Follow up after discharge from inpatient hospital within 7 days	≥95
	% Unique members with Crisis Intervention	≤10
	ANSA Completion (<i>% completed</i>)	≥95
<p>Stabilization in Community. Assist members in their mental health recovery process and with developing the skills necessary to lead healthy and productive lives in the community.</p>	A. Stable/permanent housing	≥90
	B. % Successful Discharges	≥85

**EXHIBIT A-7 MHS
STATEMENT OF WORK
HOUSING ASSISTANCE AND RETENTION TEAM (HART) SUPPORT SERVICES
JULY 1, 2026-JUNE 30, 2027**

Notwithstanding any other provision of this Agreement, Contractor shall commence performance under this Exhibit A-7 (Housing Assistance and Retention Team (HART) Support Services July 1, 2026-June 30, 2027) on July 1, 2026 and end performance no later than June 30, 2027 unless otherwise directed by County or unless earlier terminated.

1. **PROGRAM SUMMARY.** The Housing Assistance and Retention Team (HART) Peer Support Services project is an MHSA Innovations-funded project. HART uses a three-prong approach to increase retention within BWell’s permanent supportive housing program by assisting members as they transition into independent living. The Innovations HART project is designed to assist members as they transition into permanent supportive housing to ensure a smooth adjustment into their new community, while also gaining independent living skills through a series of classes and onsite supportive services.
 - A. Telecare will administer the HART program which will provide onsite housing assistance and retention peer support services to those tenants new to housing. The HART Program will also provide extra support to tenants who are struggling with independent living.
 - B. Contractor shall comply with all applicable requirements set forth in Exhibit AA General Provisions: ADP/MHS and Exhibit AA-1 General Provisions Department of Health Care Services State Performance Requirements Behavioral Health Services Act (BHSA) of this Agreement.

2. **PROGRAM OBJECTIVES.** The objectives of the Program are to:
 - A. Increase housing retention for County supported permanent supportive housing residents for six months or more;
 - B. Improve member confidence in independent living;
 - C. Improve member health;
 - D. Increase member community integration;
 - E. Increase member income/SSI benefits;

3. **SERVICES. (Reserved)**

4. **ADDITIONAL SERVICES REQUIREMENTS.** The Program team consists of SSI/SSDI Outreach, Access, and Recovery (SOAR) trained staff, Peer-certified staff, Case worker, administrative coordinator, and program manager. The program team will collaborate with

members to help them maintain and strengthen independent living skills and connect them to mental health and substance use services.

A. Contractor shall provide the following services:

1. Program staff will implement and provide on-site supportive services five (5) days a week including:
2. Transportation as needed to access services, attend appointments, and secure employment;
3. Provide support for telehealth by coordinating with providers where available;
4. Peer support activities;
5. Social safety net benefits, counseling, and advocacy;
6. Access and linkages to physical health care, including routine and preventative health, dental care, and medication management;
7. Access and linkages to behavioral health care;
8. Wellness services such as yoga, meditation, walking or hiking, gardening, cooking, and other activities identified by tenants; and
9. Assist program participants with creating an individualized housing success plan as needed to support housing stabilization.

B. Program staff will provide tenants with:

1. New tenant independent living skills building eight (8)-week curriculum;
2. Linkages to mental health and substance use support services; and
3. Transportation services if available and flex funding for program participants.

C. Program staff will participate in collaborative meetings with landlords, HASBARCO and other housing management staff as needed.

D. Contractor shall provide additional services that do not alter the maximum contract amount of this Agreement and are authorized by the Director of the Department of Behavioral Wellness or designee in writing in accordance with Section 25 (Entire Agreement and Amendment) of the Standard Terms and Conditions of this Agreement.

5. OPERATIONS.

A. Licensure/Certification. (Reserved)

B. Location. The Program shall be headquartered at 301 E. Cook St., Suite B, Santa Maria, CA 93454. The Program shall service the locations set forth below unless otherwise approved by the Director of the Department of Behavioral Wellness or designee in writing. Any changes to the service location(s) do not require a formal amendment to this Agreement and shall not alter the Maximum Contract Amount.

1. Pescadero Lofts, 761 Camino Pescadero Rd. Isla Vista, CA 93117;
2. Rancho Hermosa, 235 E. Inger Dr. Santa Maria, CA, 32454;
3. Homekey Studios, 117 N. B Street, Lompoc, CA 93496;
4. Homebase on G, 513 N. G Street, Lompoc CA 93436;
5. Any Tiny Home;
6. Patterson Point, 80 N. Patterson Ave, Goleta CA 93111;
7. Hollister Lofts, 4500 Hollister Ave. Goleta;
8. Cypress, 1401 E. Cypress Ave. Lompoc, CA 93436;
9. Heritage Ridge, Los Carneros & Calle Koral, Goleta;
10. 3055 De La Vina St. Santa Barbara CA 93105
11. Outreach and coordination for eligible populations at any Shelter.

6. MEMBERS.

- A.** The HART Program will directly serve BHSA, Homekey, and NPLH housing sites and will work with County of Santa Barbara Department of Behavioral Wellness (BWELL) supported tenants, particularly with individuals who are transitioning to housing after being unsheltered for extended lengths of time. The population served will be anyone living in a BHSA, Homekey, or NPLH funded unit. Tenants will not have to be actively engaged in services with BWELL to receive services from the HART team. Populations eligible for services from the HART Program will be those approved for BHSA , Homekey or NPLH-funded units; and also be homeless or at risk of homelessness, and may include members stepping down from transitional housing, members who are discharged from the Psychiatric Health Facility or Crisis Stabilization Unit, members who are stepping down from Full-Service Partnership levels of care and still need case management services, and individuals who are in our Coordinated Entry System and have a serious mental illness.
- B.** Contractor’s provision of services to members under this Program shall not exceed the funding levels projected in Exhibit B-1 MHS.

7. REFERRALS. (Reserved)

8. **AUTHORIZATION, INTAKE, ADMISSION AND REAUTHORIZATION. (Reserved)**
9. **EXCLUSION CRITERIA. (Reserved)**
10. **DOCUMENTATION REQUIREMENTS.** Contractor shall collect and provide to County all data necessary for MHSA evaluation requirements including, but not limited to, data used to document and report the following outcomes by the 5th of each month and on a quarterly and annual basis:
 - A. Housing retention rates for MHSA, Homekey, and NPLH tenants including the percentage of tenants receiving SSI/SSDI benefits and income and the percentage of new tenants and overall tenants engaged in the eight week, independent living skills building curriculum;
 - B. The type and number of trainings of property management staff including the percentage of property management staff engaged in regular trainings;
 - C. MHSA, Homekey, and NPLH tenant evictions, citations, and engagements with Program staff; and
 - D. In collecting and providing the required data to County, Contractor shall utilize documentation systems including, but not limited to, HMIS, SmartSheet, SmartCare, and any other system as needed by County.
11. **DISCHARGE. (Reserved)**
12. **NON-REIMBURSEMENT. (Reserved)**
13. **REPORTING AND MONITORING. (Reserved)**
14. **STAFFING.** Contractor shall adhere to the Program staffing requirements outlined below unless otherwise approved by the Director of the Department of Behavioral Wellness or designee in writing. Any changes to Program staffing requirements do not require a formal amendment to this Agreement and shall not alter the Maximum Contract Amount.
 - A. For fiscal year 2026–2027 of the Agreement, Program staff shall consist of:
 1. **1.0 full time equivalent (FTE) Program Manager** with responsibilities to include:, be responsible for some clinical and administrative operations including, collaboration with BWell for referrals, reporting requirements, directing peer recovery staff, case worker, and office coordinator; oversee peer recovery assistants and case workers entrusted to provide field-based relentless outreach, linkage, stabilization, intensive case management services at MHSA, Homekey, and NPLH housing sites; provide support to tenants and individuals transitioning from homelessness; provide consultation to peer recovery assistants and case workers; provide community referrals including engagement, case management, referral,

advocacy, and linkage to community resources to members who are at-risk homeless; and participate as an active member in all HASBARCO regional collaborative meetings.

2. **1.0 FTE Case Worker** with responsibilities to include: assisting members to develop and strengthen independent living skills; connecting members with mental health and substance use services; providing transportation and utilizing flex funding to provide tenants with necessary items when they move in,; assisting tenants to obtain appropriate social service benefits, deliver job skills trainings, and provide job search assistance; developing linkages and referrals to all mental and physical healthcare needs; develop individual housing success plan; and educating property owners, management companies and Housing Authority staff on how to best serve the targeted population.
3. **1.0 FTE Peer Certified Staff** with responsibilities to include: under the direction of the Program Manager, be responsible for some clinical and administrative operations including directing case workers and peer recovery assistants; oversee peer recovery assistants and case workers entrusted to provide field-based relentless outreach, linkage, stabilization, intensive case management services at MHSA, Homekey, and NPLH housing sites; provide support to tenants and individuals transitioning from homelessness; provide consultation to peer support specialists, case workers, and community referrals including engagement, case management, referral, advocacy, and linkage to community resources to members who are at-risk homeless; work with members and the multi-disciplinary team to establish goals and treatment plans to resolve or cope with identified mental health, substance abuse, and housing problems; provide direction for short-term mental health interventions utilizing evidence-based practices (e.g., seeking safety, motivational interviewing, trauma informed care) and a multi-disciplinary treatment team approach; and participate as an active member of multi-disciplinary treatment meetings to coordinate support for members.
4. **0.8 Administrative office coordinator** with responsibilities for coordinating staff schedules, ordering supplies, maintaining human resources records, training logs, assisting with hiring staff, maintaining personnel files, running reports, service tracking logs, coordination with IT, facilities management, preparing for meetings, notes, coordinates safety meetings.
5. Supporting staff to include HR Business Partner, Regular IT Support Specialist, Regional Director of Operations, Centralized staffing.

B. Qualified staff include the following, as described in the General Provisions ADP/MHS Section M (Staffing Definitions):

1. Licensed Clinical Social Workers or related waived/registered professionals;
2. Licensed Vocational Nurses;
3. Marriage and Family Therapists or related waived/registered professionals;
4. Mental Health Rehabilitation Specialists;
5. Occupational Therapists;
6. Physicians;
7. Psychiatric Technicians;
8. Psychologists or related waived/registered professionals;
9. Registered Nurses;
10. Registered or certified Peer Specialist; and
11. Other qualified mental health professionals.

C. Staff Training. Program staff shall complete the following trainings according to their job duties upon hire and annually thereafter and will report to the BWell Housing Manager at the end of each fiscal year on all trainings completed, how frequently and list all staff who completed each training:

1. Trauma-Informed Care;
2. Seeking Safety;
3. Mental Health First Aid (required if not already clinically trained);
4. Cardiopulmonary Resuscitation (CPR)/Automated External Defibrillator (AED);
5. Admission of NARCAN;
6. SSI/SSDI Outreach, Access, and Recovery Training (SOAR);
7. Critical Time Intervention Training;
8. Motivational Interviewing;
9. Voluntary Moving-On Strategies;
10. Peer Certification Training; and
11. Data Collection Training

15. PROGRAM GOALS, OUTCOMES AND MEASURES

- A. Contractor shall comply with the program goals, outcomes, and measures in Subsection B of this Section (Goals, Outcomes, and Measures). Contractor shall comply with changes to the program goals, outcomes, and measures that do not alter the maximum contract amount of this Agreement and are authorized by the Director of the Department of Behavioral Wellness or designee in writing pursuant to Section 25 (Entire Agreement and Amendment) of the Standard Terms and Conditions of this Agreement.
- B. Contractor shall meet the program goal of successful substance use disorder treatment and recovery and the outcomes and measures as identified below:

HART Program Evaluation		
Program Goals	Outcomes	Goal
Census Information	Unique members served	#
	Enrollments	#
	New Enrollments	#
	Discharges	#
Symptom Acuity. Reduce mental health and substance abuse symptoms resulting in reduced utilization of involuntary care.	% Unique members with Incarceration	≤5
	% Unique members with Psychiatric Inpatient Hospitalization	≤5
	% Unique members with Crisis Intervention	≤10
Stabilization in Community. Assist members in their mental health recovery process and with developing the skills necessary to lead healthy and productive lives in the community.	% Stable/permanent housing	≥95
	% Successful Discharges	≥85
	% Members discharged against member choice (involuntary discharge)	≤5

EXHIBIT AA
ADP AND MHS
GENERAL PROVISIONS

**EXHIBIT AA ADP/MHS
GENERAL PROVISIONS**

The following provisions shall apply to all Alcohol and Drug Program and Mental Health Services programs operated under this Agreement for the provision of Drug Medi-Cal Organized Delivery System (DMC-ODS) and specialty mental health services (SMHS) to Medi-Cal members residing in Santa Barbara County or county of responsibility who meet the applicable access criteria, included as Exhibit(s) A-1 – A7, unless separately and specially set forth in the this General Provision or scope of work specific to each program.

County of Responsibility is defined as “the county of responsibility shall be the county whose county department is responsible for determining the initial and continuing Medi-Cal eligibility for a person or family. The appropriate county of responsibility shall be determined in accordance with the California Code Title 22 section 50120.”

SECTION I. PERFORMANCE REQUIREMENTS
--

1. PERFORMANCE.

A. This Agreement shall be governed by and construed in accordance with all laws and regulations and all contractual obligations of County under the Integrated Intergovernmental Agreement (Contract No. 24-40145) (hereafter referred to “Integrated Intergovernmental Agreement”) between County and the California Department of Health Care Services (DHCS) including the federal and state requirements listed in Integrated Intergovernmental Agreement, Exhibit E (Additional Provisions), section 7 (State and Federal Laws Governing this Contract) and contractual obligations in Integrated Intergovernmental Agreement, Exhibit D (Special Terms and Conditions). The Integrated Intergovernmental Agreement, available at [County of Santa Barbara - File #: 25-00016](#), is incorporated herein by reference.

- 1.** Contractor agrees to comply with the Special Terms and Conditions (STCs) of the DMC-ODS waiver, and by the Intergovernmental Agreement between the County Department of Behavioral Wellness (Department) and State Department of Healthcare Services (DHCS) for providing covered Drug Medi-Cal Organized Delivery System (DMC-ODS) services for Substance Use Disorder treatment, of the Intergovernmental Agreement.
- 2.** Contractor agrees to comply with all applicable federal, state, and local laws including federal and state laws pertaining to member rights, applicable sections of California’s Medicaid State Plan (State Plan), applicable federal waivers, and

applicable DHCS Behavioral Health Information Notices (BHIN(s)) in its provision of services as a subcontractor or contracted provider of County as an integrated county behavioral health plan.

3. Contractor agrees to perform all applicable delegated activities and obligations including services and reporting responsibilities in compliance with County's obligations under the Integrated Intergovernmental Agreement.
 4. Contractor agrees to comply with any changes to these statutes and regulations, State Plan, federal waivers, or BHINs or any amendments to the Integrated Intergovernmental Agreement that occur during the Term of this Agreement. Contractor shall also comply with any newly applicable statute, regulation, State Plan Amendment, federal waiver, and BHIN that become effective during the Term of this Agreement. These obligations shall apply without the need for an amendment(s) of this Agreement. If the parties amend the affected provisions of this Agreement to conform to the changes in law or the Integrated Intergovernmental Agreement, the amendment shall be retroactive to the effective date of such changes in law or the Integrated Intergovernmental Agreement.
 5. To the extent there is a conflict between a provision of this Agreement and any federal, state, or local statute or regulation, State Plan, federal waiver, or BHIN or provision of the Integrated Intergovernmental Agreement, Contractor shall comply with the federal, state, or local statute or regulation, State Plan, federal waiver, or BHIN or provision of the Integrated Intergovernmental Agreement, and the conflicting provision of this Agreement shall no longer be in effect.
 6. Contractors shall comply with:
 - i. All applicable Behavioral Health Services Act laws, regulations, BHINs, policy letters, and guidance; and
 - ii. The Santa Barbara County Mental Health Services Act Steering Committee Mission Statement, available at [Mental Health Services Act Steering Committee Santa Barbara County, CA - Official Website](#)
- B.** Contractor shall comply with the following as applicable:
1. All Medicaid laws, regulations including sub-regulatory guidance, and contract provisions;
 2. 42 Code of Federal Regulations (C.F.R.) part 438 as applicable;
 3. 42 C.F.R. section 438.900 et seq. regarding parity in mental health and substance use disorder benefits;

4. 42 Code of Federal Regulations (C.F.R.) part 2, regarding confidentiality of substance use disorders patient records;
5. All laws and regulations relating to patients' rights including Welfare and Institutions Code (Welf. & Inst. Code) section 5325, 9 California Code of Regulations (Cal. Code Regs.) sections 862 through 868, and 42 Code of Federal Regulations section 438.100; and
6. All existing policy letters issued by DHCS. All policy letters issued by DHCS subsequent to the effective date of this Agreement shall provide clarification of Contractor's obligations pursuant to this Agreement.

C. Alcohol and Drug Programs. (Reserved)

D. Mental Health Program. This Contract is entered into in accordance with Welfare and Institutions Welfare & Institutions Code (hereafter W&I Code) sections 14680 -14727, and 14184.100 et seq. W&I Code section 14712 requires DHCS to implement managed mental health care for Medi-Cal members through contracts with mental health plans.

E. Substance Use Block Grant Requirements. (Reserved)

F. Suspension For Convenience. The Director of the Department of Behavioral Wellness or designee may, without cause, order Contractor in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 120 days. County shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

1. Parties shall work together and accept joint responsibility for transferring, discharging, or coordinating follow up services for program clients in the event of a stop work order.

SECTION II. PROGRAM SERVICE REQUIREMENTS

1. SERVICES.

A. Alcohol and Drug Program Services. (Reserved)

B. Mental Health Services. Contractor shall develop, support, and empower family units by identifying existing strengths and areas of need, and teaching problem solving skills. Contractor may provide the following services, as identified in the applicable Statement of Work to Program members:

1. **Assessment/Reassessment.** "Assessment" means a service activity designed to collect information and evaluate the current status of a member's mental, emotional, or behavioral health to determine whether Rehabilitative Mental Health Services are medically necessary and to recommend or update a course of

treatment for that member. Assessments shall be conducted and documented in accordance with applicable state and federal statutes, regulations, and standards. (State Plan, Supplement 3 to Attachment 3.1-A, page 1 [TN 22-0023].)

- i. Child and Adolescent Needs & Strengths and Adult Needs and Strengths Assessment. The Child and Adolescent Needs and Strengths (IP-CANS) is a structured assessment for identifying youth and family actionable needs and useful strengths. It provides a framework for developing and communicating about a shared vision and uses youth and family information to inform planning, support decisions, and monitor outcomes. The Adult Needs and Strength Assessment (ANSA) is a multi-purpose tool developed for adult’s mental health services to support care planning.
 - a. Contractor shall complete the IP-CANS for each member age zero and up to 20 years, and the ANSA for each member age 21 years or older.
 - b. The IP-CANS and ANSA shall be administered by a certified provider and through a collaborative process involving at minimum the member and caregiver (as applicable).
 - c. The IP-CANS and ANSA shall be completed at intake, every six months after the first administration, and at discharge.
 - d. The IP-CANS and ANSA shall reflect member improvement in three or more of the following domains: functioning, school, behavioral/emotional, strength behavior, risk behavior, and caregiver needs and strengths (the last of which is applicable to IP-CANS only).
 - e. For members involved with child-services agencies, including Santa Barbara County Child Welfare Services and Probation, Contractor shall provide a copy of the IP-CANS to the child-serving agencies upon completion of each IP-CANS with a valid, written authorization or release of information.
- ii. Pediatric Symptom Checklist. The Pediatric Symptom Checklist (PSC-35) is a psychosocial screening tool designed to facilitate the recognition of cognitive, emotional, and behavioral problems so that appropriate interventions can be initiated as early as possible.
 - a. Contractor shall require a parent or caregiver to complete the PSC-35 for their children, aged three years and up to 18 years.
 - b. The PSC-35 shall be completed at intake, every six months following the first administration, and at discharge.

2. **Collateral.** “Collateral” means a service activity to a significant support person(s) in a member's life for the purpose of meeting the needs of the member in terms of achieving the goals of the member’s plan. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the member, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The member may or may not be present for this service activity. (Cal. Code of Regs., tit. 9, § 1810.206.)
 - i. Significant Support Person. “Significant support person” means a person(s), in the opinion of the member or the person providing services, who has or could have a significant role in the successful outcome of treatment including, but not limited to, the parents or legal guardian of a member who is a minor, the legal representative of a member who is not a minor, a person living in the same household as the member, the member’s spouse, and relatives of the member. (Cal. Code of Regs., tit., § 1810.246.1.)

3. **Crisis Intervention.** “Crisis Intervention” is an unplanned, expedited service to or on behalf of a member to address a condition that requires more timely response than a regularly scheduled visit. Crisis intervention is an emergency response service enabling a member to cope with a crisis, while assisting the member in regaining their status as a functioning community member. The goal of crisis intervention is to stabilize an immediate crisis within a community or clinical treatment setting. It may include contact with significant support person(s) or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, therapy, and referral and linkages. Crisis Intervention services may either be face-to-face or by telephone or telehealth and may be provided in a clinic setting or anywhere in the community. (State Plan, Supplement 3 to Attachment 3.1-A, page 2d [TN 22-0023].)

4. **Intensive Care Coordination (ICC).** “Intensive Care Coordination (ICC)” is a targeted case management service that facilitates assessment of care planning for and coordination of services to members under the age of 21 years who are eligible for the full scope of Medi-Cal services and who meet medical criteria to access specialty mental health services. ICC service components include: assessing; service planning and implementation; monitoring and adapting; and transition. ICC services are provided through the principles of the Integrated Core Practice Model, including the establishment of the Child and Family Team (CFT), to

ensure facilitation of a collaborative relationship among a child, their family, and involved child-serving systems. The CFT is comprised of, as appropriate, both formal supports, such as the care coordinator, providers, case managers from child-serving agencies, and natural supports, such as family members, neighbors, friends, and clergy and all ancillary individuals who work together to develop and implement the member plan and are responsible for supporting the child and family in attaining their goals. ICC also provides an ICC coordinator who:

- i. Ensures that medically necessary services are accessed, coordinated, and delivered in a strength-based, individualized, family/child driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the child;
 - ii. Facilitates a collaborative relationship among the child, their family, and systems involved in providing services to the child;
 - iii. Supports the parent/caregiver in meeting their child's needs;
 - iv. Helps establish the CFT and provides ongoing support; and
 - v. Organizes and matches care across providers and child-serving systems to allow the child to be served in their community.
- 5. Intensive Home Based Services (IHBS).** “Intensive Home Based Services (IHBS)” are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child’s functioning and are aimed at helping the child build skills necessary for successful functioning in the home and community and improving the child’s family’s ability to help the child successfully function in the home and community. IHBS services are provided in accordance with the Integrated Core Practice Model by the Child and Family Team in coordination with the family’s overall service plan which may include IHBS. Service activities may include, but are not limited to, assessment, treatment plan, therapy, and rehabilitation and include contact with significant support person(s) or other collaterals if the purpose of their participation is to focus on the treatment of the member. IHBS is provided to members under the age of 21 years who are eligible for the full scope of Medi-Cal services and who meet the access criteria for specialty mental health services.
- 6. Medication Support Services.** “Medication Support Services” include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. This service includes one or more of the following service components: evaluation of the need for medication; evaluation of clinical effectiveness and side effects; medication

education including instruction in the use, risks, and benefits of and alternatives for medication; and treatment planning. Medication support services may include contact with significant support person(s) or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service may also include assessing the appropriateness of reducing medication usage when clinically indicated. Medication support services may be provided face-to-face, by telephone, or by telehealth and may be provided anywhere in the community. Medication support services may be delivered as a standalone service or as a component of crisis stabilization.

- 7. Peer Support Services.** “Peer Support Services” are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower members through strength-based coaching, support linkages to community resources, and to educate members and their families about their conditions and the process of recovery.
- i.** Peer support services may be provided with the member or significant support person(s) and may be provided in a clinical or non-clinical setting.
 - ii.** Peer support services can include contact with family members or other collaterals if the purpose of the collateral’s participation is to focus on the treatment needs of the member by supporting the achievement of the member’s treatment goals.
 - iii.** Peer support services are based on an approved plan of care and may be delivered as a standalone service.
 - iv.** Peer support services include one or more of the following service components:
 - a.** Educational Skill Building Groups, which are groups provided in a supportive environment in which members and their families learn coping mechanisms and problem-solving skills in order to help the members achieve desired outcomes. These groups promote skill building for the members in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.
 - b.** Engagement, which means Peer Support Specialist led activities and coaching to encourage and support members to participate in behavioral

health treatment. Engagement may include supporting members in their transitions and supporting members in developing their own recovery goals and processes.

- c. Therapeutic Activity, which means structured non-clinical activity provided by a Peer Support Specialist to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the member’s treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the member; promotion of self-advocacy; resource navigation; and collaboration with the members and others providing care or support to the member, family members, or significant support person(s). (State Plan, Supplement 3 to Attachment 3.1-A, page 2 [TN 22-0023].)
 - v. Peer Support Services may be provided face-to-face, by telephone, or by telehealth with the member or significant support person(s) and may be provided anywhere in the community.
- 8. Psychosocial Rehabilitation.** “Psychosocial Rehabilitation” means a recovery or resiliency focused service activity which addresses a mental health need. This service activity provides assistance in restoring, improving, and/or preserving a member’s functional, social, communication, or daily living skills to enhance self-sufficiency or self-regulation in multiple life domains relevant to the developmental age and needs of the member. Psychosocial rehabilitation includes assisting members to develop coping skills by using a group process to provide peer interaction and feedback in developing problem-solving strategies. In addition, psychosocial rehabilitation includes therapeutic interventions that utilize self-expression such as art, recreation, dance or music as a modality to develop or enhance skills. These interventions assist the member in attaining or restoring skills which enhance community functioning including problem solving, organization of thoughts and materials, and verbalization of ideas and feelings. Psychosocial rehabilitation also includes support resources, and/or medication education. Psychosocial rehabilitation may be provided to a member or a group of members. (State Plan, Supplement 3 to Attachment 3.1-A, page 2a [TN 22- 0023].)
- 9. Targeted Case Management.** “Targeted case management” is a service that assists a member in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral;

monitoring service delivery to ensure member access to services and the service delivery system; monitoring of the member’s progress, placement services, and plan development. Targeted case management services may be face-to-face or by telephone with the member or significant support person(s) and may be provided anywhere in the community. Additionally, services may be provided by any person determined by the specialty mental health services program to be qualified to provide the service, consistent with the scope of practice and state law.

10. Referral and Linkage. “Referral and Linkages” are services and supports to connect a member with primary care, specialty medical care, SUD treatment providers, mental health providers, and community-based services and supports. This includes identifying appropriate resources, making appointments, and assisting a member with a warm handoff to obtain ongoing support. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

11. Therapy. “Therapy” means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction and restoration of functioning as a means to improve coping and adaptation and reduce functional impairments. Therapeutic intervention includes the application of cognitive, affective, and verbal or nonverbal strategies based on the principles of development, wellness, adjustment to impairment, recovery, and resiliency to assist a member in acquiring greater personal, interpersonal, and community functioning or to modify feelings, thought processes, conditions, attitudes, or behaviors which are emotionally, intellectually, or socially ineffective. These interventions and techniques are specifically implemented in the context of a professional clinical relationship. Therapy may be delivered to a member or group of members and may include family therapy directed at improving the member's functioning and at which the member is present. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

12. Therapeutic Behavioral Services (TBS). “Therapeutic Behavioral Services (TBS)” are intensive, individualized, short-term outpatient treatment interventions for members up to the age of 21 years. Individuals receiving these services have serious emotional disturbances (SED) or are experiencing a stressful transition or life crisis and need additional short-term, specific support services.

13. Treatment Planning. “Treatment Planning” means a service activity to develop or update a member’s course of treatment, documentation of the recommended course of treatment, and monitoring a member’s progress. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

2. ADDITIONAL PROGRAM REQUIREMENTS.

- A. Coordination of Services.** Contractor shall provide services in coordination and collaboration with Behavioral Wellness, including Mental Health Services; Alcohol and Drug Program services, the County Probation Department; other County departments; and other community-based organizations, as applicable.
- B. Timely Access to Services.**
 - 1. Contractor shall meet State standards for timely access to care and services, taking into account the urgency of the need for services.
 - 2. Contractor shall make services included in this Agreement available 24 hours a day, 7 days a week, when medically necessary.
 - 3. Contractor shall have policies and procedures in place to screen for emergency medical conditions and immediately refer members to emergency medical care.
- C. Accessibility.** Contractor shall ensure that it provides physical access, reasonable accommodations, and accessible equipment for Medi-Cal member with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)
- D. Access to Routine Appointments.** Contractor shall provide access to routine appointments (1st appointment within 10 business days). When not feasible, Contractor shall give the member the option to re-contact the County’s Access team toll free at (888) 868-1649 and request another provider who may be able to serve the member within the 10 business day standard.
- E. Hours of Operation.** Contractor shall maintain hours of operation during which services are provided to Medi-Cal members that are no less than the hours of operation during which Contractor offers services to non-Medi-Cal members. If Contractor only offers services to Medi-Cal members, maintain hours of operation which are comparable to the hours Contractor makes available for Medi-Cal services not covered by County or another Mental Health Plan.
- F. Member Assessment, Problem List, and Treatment Plan (or Treatment Plan Progress Note).** Contractor shall complete an Assessment, Problem List, and Treatment Plan (or Treatment Plan Progress Note for targeted case management and peer support services) for each member receiving Program services in accordance with CalAIM requirements, applicable Behavioral Wellness Policies and Procedures, and DMC-ODS and MHS documentation information available at [SmartCare & Documentation Resources | Santa Barbara County, CA - Official Website](#)
- G. Parity in Mental Health & Substance Use Disorder Benefits (42 C.F.R. § 438.900 et seq.)** To ensure compliance with the parity requirements set forth in 42 C.F.R. §

438.900 et seq., Contractor shall not impose, or allow its subcontractors, if any, to impose any financial requirements, Quantitative Treatment Limitations, or Non-Quantitative Treatment Limitations in any classification of benefit (inpatient, outpatient, emergency care, or prescription drugs) other than those limitations permitted and outlined in the Intergovernmental Agreement, Contract Number 24-40145.

- H. **Member Satisfaction Surveys.** Contractor shall assist the County in administering, announcing and collecting the member satisfaction surveys to members receiving services. The Member Satisfaction Survey (CPS) is for MHS programs, and the Treatment Perception Survey (TPS) is for alcohol and drug program members. It is administered to both youth (ages 12 to 17) and adults (ages 18 and older).
- I. **Member Handbook.** Contractor shall provide the County of Santa Barbara Member Handbook to each potential member and member in an approved method listed in the *Department of Behavioral Wellness’ Policy and Procedures #4.008 Member Informing Materials* when first receiving Alcohol and Drug Services DMC-ODS treatment services or Specialty Mental Health Services and upon request or upon request within five business days, and shall inform all members of where the information is placed on the County website in electronic form. Contractor shall document the date and method of delivery to the member in the member’s file. Contractor shall inform member that information is available in alternate formats and how to access those formats. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26, attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360, subd. (e); 42 C.F.R. § 438.10.)
- J. **Written Materials in English and Spanish.** Contractor shall provide all written materials for member and potential member, including provider directories, County of Santa Barbara Member Handbook, appeal and grievance notices, denial and termination notices, and Santa Barbara County’s mental health education materials, in English and Spanish as applicable. (42 C.F.R. § 438.10(d)(3).) Contractor shall maintain adequate supply of County-provided written materials and shall request additional written materials from County as needed.
- K. **Effective Communication with Individuals with Disabilities.**
 - 1. Contractor shall comply with all applicable federal, state, and local disability laws and requirements including, but not limited to, 28 Code of Federal Regulations section 35.160 et seq. and California Department of Health Care Services BHIN 24-007 and take appropriate steps to ensure effective communication with individuals with disabilities.

2. Contractor shall provide appropriate auxiliary aids and services to persons with impaired sensory, manual, or speaking skills, including the provision of qualified interpreters and written materials in alternative formats, free of charge and in a timely manner, when such aids and services are necessary to ensure that individuals with disabilities have an equal opportunity to participate in or enjoy the benefits of Contractor's covered services, programs, and activities.
3. Contractor shall provide interpretive services and make member information available in the following alternative formats: Braille, audio format, large print (no less than 20-point font), and accessible electronic format (such as a data CD). In determining what types of auxiliary aids and services are necessary, Contractor shall give "primary consideration" to the individual's request of a particular auxiliary aid or service.
4. Contractor shall provide auxiliary aids and services including:
 - i. Qualified interpreters on-site or through VRI services; note takers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunication products and systems, text telephones (TTYs), videophones, captioned telephones, or equally effective telecommunications devices; videotext displays; accessible information and communication technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing.
 - ii. Qualified Readers; taped texts; audio recordings; Braille materials and displays; screen reader software; magnification software; optical readers; secondary auditory programs; large print materials (no less than 20-point font); accessible information and communication technology; or other effective methods of making visually delivered materials available to individuals who are blind or have low vision.
5. When providing interpretive services, Contractor shall use qualified interpreters to interpret for a member with a disability, whether through a remote interpreting service or an on-site appearance. A qualified interpreter for a member with a disability is an interpreter who:
 - i. Adheres to generally accepted interpreter ethics principals including member confidentiality; and

- ii. Is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary, terminology, and phraseology. For a member with a disability, qualified interpreters can include, for example, sign language interpreters, oral transliterators (individuals who represent or spell in the characters of another alphabet), and cued language transliterators (individuals who represent or spell by using a small number of handshapes).
6. If Contractor provides a qualified interpreter for a member with a disability through VRI services, Contractor shall provide real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication; a sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating member's face, arms, hands, and fingers, regardless of body position; a clear, audible transmission of voices; and adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.
7. Contractor shall not require a member with a disability to provide their own interpreter. Contractor is also prohibited from relying on an adult or minor child accompanying a member with a disability to interpret or facilitate communication except when:
 - i. There is an emergency involving an imminent threat to the safety or welfare of the member or the public and a qualified interpreter is not immediately available; or
 - ii. The member with a disability specifically requests that an accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide that assistance, and reliance on that accompanying adult for that assistance is appropriate under the circumstances.
 - iii. Prior to using a family member, friend, or, in an emergency only, a minor child as an interpreter for a member with a disability, Contractor shall first inform the member that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the member's confidentiality.
 - iv. Contractor shall ensure that the refusal of free interpreter services and the member's request to use a family member, friend, or a minor child as an interpreter is documented.

8. Contractor shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination based on disability.

L. **Provider Directory.** Contractor shall maintain a provider directory on its agency website listing licensed individuals employed by the provider to deliver mental health services. Contract shall provide a paper form to members upon request. The provider directory must be updated at least monthly to include the following information:

1. Provider's name;
2. Provider's business address(es);
3. Telephone number(s);
4. Email address;
5. Website as appropriate;
6. Specialty in terms of training, experience and specialization, including board certification (if any);
7. Services/ modalities provided;
8. Whether the provider accepts new members;
9. The provider's cultural capabilities;
10. The provider's linguistic capabilities;
11. Whether the provider's office has accommodations for people with physical disabilities;
12. Type of practitioner;
13. National Provider Identifier Number;
14. California License number and type of license; and
15. An indication of whether the provider has completed cultural competence training.

M. **Department of Behavioral Wellness Policies and Procedures.** Contractor shall comply with all applicable Department of Behavioral Wellness policies and procedures including those listed below. Department of Behavioral Wellness policies and procedures, available at [Policy Portal - Departmental - Smartsheet.com](https://www.dhcs.ca.gov/Programs/Pages/Policy-Portal-Departmental-Smartsheet.com), and are incorporated herein by reference. Contractor agrees to comply with any changes to these policies and procedures that occur during the Term of this Agreement. This obligation shall apply without the need for an amendment(s) of this Agreement. If the

parties amend the affected provisions of this Agreement to conform to the changes in the policies and procedures, the amendment shall be retroactive to the effective date of such changes to the policies and procedures.

1. **Policy and Procedure #2.001.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.001 Network Adequacy Standards and Monitoring.*
2. **Policy and Procedure #2.005.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.005 Accessibility for People with Disabilities.*
3. **Policy and Procedure #2.006.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.006 Language Services for Individuals with LEP.*
4. **Policy and Procedure #2.007.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.007 Cultural and Linguistic Competency.*
5. **Policy and Procedure #2.008.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.008 Nondiscrimination of Members.*
6. **Policy and Procedure #3.000.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.000 Member Rights.*
7. **Policy and Procedure #3.004.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.004 Advance Directives – Adult Outpatient Services* on advance directives and the County's obligations for Physician Incentive Plans, as applicable.
8. **Policy and Procedure #3.006.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.006 Warm Handoff.*
9. **Policy and Procedure #4.004.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.004 Unusual Occurrence Incident Reporting.*
10. **Policy and Procedure #4.008.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.008 Member Informing Materials.*
11. **Policy and Procedure #4.010.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.010 Notice of Adverse Benefits Determination.*

- 12. Policy and Procedure #4.012.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.012 Contracted Provider Relations.*
- 13. Policy and Procedure #4.014.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.014 Service Triage for Urgent and Emergency Conditions.*
- 14. Policy and Procedure #4.015.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.015 Staff Credentialing and Re-Credentialing*
- 15. Policy and Procedure #4.020.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.020 Member Problem Resolution Process.*
- 16. Policy and Procedure #5.008.** Mandatory Trainings Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #5.008 Mandatory Training.*
- 17. Policy and Procedure #7.005.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #7.005 Provider Monitoring.*
- 18. Policy and Procedure #8.009.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.009 Medication Consent for Adults.*
- 19. Policy and Procedure #8.100.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.100 Mental Health Client Assessment.*
- 20. Policy and Procedure #8.101.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.101 Client Problem Lists, Treatment Plans, and Treatment Progress Notes.*
- 21. Policy and Procedure #8.102.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.102 CalAIM Documentation Reform-Progress Note Requirements.*
- 22. Policy and Procedure #14.000.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #14.000 Information System for Workforce Access*
- 23. Policy and Procedure #14.004.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #14.004 Mail Encryption.*

Policies Applicable to ADP services in addition to Policies 1- 23 listed above (Reserved):

Policies Applicable to MHS in addition to Policies 1- 23 listed above:

24. Policy and Procedure #4.000. Contractor shall comply with *Department of Behavioral Wellness’ Policy and Procedures #4.000 Authorization of Outpatient Specialty Mental Health Services.*

25. Policy and Procedure #4.001. (Reserved)

Policies Applicable to BHSA in addition to Policies 1- 23 listed above:

26. Policy and Procedure #4.021. Contractor shall comply with *Department of Behavioral Wellness’ Policy and Procedures #4.021 MHS Issue Resolution.*

27. Policy and Procedure #19.004. Contractor shall comply with *Department of Behavioral Wellness’ Policy and Procedures #19.004 MHS Full Service Partnership (FSP) services.*

28. Policy and Procedure #19.007 Contractor shall comply with *Department of Behavioral Wellness’ Policy and Procedure #19.007 MHS Flexible Funds.*

29. Policy and Procedure #19.009 Contractor shall comply with *Department of Behavioral Wellness’ Policy and Procedure #19.009 MHS Prevention and Early Intervention.*

30. Policy and Procedure #19.011. Contractor shall comply with *Department of Behavioral Wellness’ Policy and Procedures #19.011 MHS Supportive Housing Applications.*

N. Alcohol and Drug Programs. (Reserved)

O. Mental Health Programs.

1. Mental Health Program Definitions. The following terms as used throughout this agreement shall have the meanings as set forth below.

i. Medically Necessary or Medical Necessity. Mental Health services must be medically necessary.

a. For individuals 21 years of age or older, Pursuant to W&I Code section 14059.5(a), a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.

b. For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service is necessary to correct or ameliorate screened health conditions. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health

condition, including substance misuse and SUDs. (Section 1396d(r)(5) of Title 42 of the United States Code; W&I Section 14059.5(b)(1)).

3. CONFIDENTIALITY.

- A. Compliance with Privacy and Data Security Authorities.** Contractor shall, at its sole cost and expense, comply with all applicable federal, state, and local healthcare privacy and data security requirements and authorities including, but not limited to, those authorities specified in this Section (Confidentiality) now in force or which may hereafter be in force and shall develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable efforts to secure written and/or electronic data.
- B. Maintain Confidentiality.** Contractor agrees, and shall require its employees, agents, subcontractors, or contracted providers to agree, to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; Title 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&I) Section 5328 et seq. and Sections 14100.2 and 14184.102; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Exhibit D, Section 14 of the Intergovernmental Agreement Number 24-40145 to the extent that these requirements are applicable. Patient records must comply with all appropriate State and Federal requirements.
- C. No Publication of Member Lists.** Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of services under this Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
- D. Member’s Health Record.** Contractor shall maintain and share, as appropriate, a member’s health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).) Contractor shall ensure that, in the course of coordinating care, each member's privacy is protected in accordance with this Agreement all federal and state privacy laws, including but not limited to 45 C.F.R. parts 160 and 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)
- E.** Contractor shall comply with Exhibit F to the Integrated Intergovernmental Agreement to the extent Contractor is provided Personal Health Information (“PHI”), Personal Information (“PI”), or Personally Identifiable Information (“PII”) as defined in Exhibit F

of the Integrated Intergovernmental Agreement from County to perform functions, services, or activities specified in this Agreement.

- F. Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to County or DHCS at no cost to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, DHCS, its directors, officers or employees based upon claimed violations of privacy involving inactions or actions by Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- G. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all PHI, PI and PII accessed in a database maintained by County, received by Contractor from County, or acquired or created by Contractor in connection with performing functions, services, or activities specified in this Agreement on behalf of County that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify County of the conditions that make the return or destruction infeasible, and County and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of Exhibit F of the Integrated Intergovernmental Agreement to such PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This subsection shall also apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

4. MEMBER AND FAMILY MEMBER EMPOWERMENT

- A. **Support Active Involvement.** Contractor agrees to support active involvement of members and their families in treatment, recovery, and policy development.
- B. Contractor shall actively participate in the planning design, and execution of County's Quality Improvement Program as described in Cal. Code. Regs., Title 9, § 1810.440(a)(2)(A).
- C. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedure #3.000 Member Rights*, available at <https://cosantabarbara.app.box.com/s/nq9hcrb6qa8spnbwal95bqg4p1rjum3y> and ensure that its employees and/or subcontracted providers observe and protect those rights.
- D. **Maintain Grievance Policy/Procedure.** Contractor shall adopt *Department of Behavioral Wellness' Policy and Procedures #4.020 Member Problem Resolution*

Process, available at www.countyofsb.org/behavioral-wellness, to address member/family complaints in compliance with member grievance, appeal, and fair hearing procedures and timeframes as specified in 42 C.F.R. Section 438.400 through 42 C.F.R. Section 438.424.

- E. Contractor shall obtain and retain a written medication consent form signed by the member in accordance with *Department of Behavioral Wellness' Policy and Procedures #8.009 Medication Consent for Adults* to the extent Contractor is a "provider" as defined by the Integrated Intergovernmental Agreement.

5. NOTIFICATION REQUIREMENTS.

- A. **Notice to QCM.** Contractor shall immediately notify Behavioral Wellness Quality Care Management ("QCM") Division at 805-681-4777 or by email at BWELLQCM@sbcbswell.org in the event of:

- 1. Known serious complaints against licensed/certified staff;
- 2. Restrictions in practice or license/certification of staff as stipulated by a State agency;
- 3. Staff privileges restricted at a hospital;
- 4. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations); or
- 5. Any event triggering Incident Reporting, as defined in *Behavioral Wellness Policy and Procedure #4.004, Unusual Occurrence Reporting*.

- B. **Notice to Compliance Hotline.** Contractor shall immediately contact the Behavioral Wellness Compliance Hotline (805-884-6855) should any of the following occur:

- 1. Suspected or actual misappropriation of funds under Contractor's control;
- 2. Legal suits initiated specific to the Contractor's practice;
- 3. Initiation of criminal investigation of the Contractor; or
- 4. Breach of Privacy Laws.

- C. **Notice to Case Manager/Regional Manager/Staff.** For members receiving direct services from both Behavioral Wellness and Contractor staff, Contractor shall immediately notify the member's Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the member's care, or the applicable Regional Manager should any of the following occur:

- 1. Side effects requiring medical attention or observation;

2. Behavioral symptoms presenting possible health problems; or
 3. Any behavioral symptom that may compromise the appropriateness of the placement.
- D. **Definition of "Immediately."** "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. Contractor shall train all personnel in the use of the Behavioral Wellness Compliance Hotline (805-884-6855).
- E. **Notice to Contracts Division.** Contractor may contact Behavioral Wellness Contracts Division at bwelcontractsstaff@sbcbswell.org for any contractual concerns or issues.
- F. **Written Notice of Termination to Members.** Contractor shall make a good faith effort to give written notice of termination of Contractor as a provider of services to each member who was seen on a regular basis by Contractor. The notice to the member and a copy of each such notice to the County shall be provided 30 calendar days prior to the effective date of the termination of this Agreement or 15 calendar days after receipt or issuance of the notice of termination of this Agreement, whichever is later.
- G. Contractor shall post taglines in any documents that are vital or critical to obtaining services and/or benefits, conspicuous physical locations where Contractor interacts with the public, on Contractor's website in a location that allows any visitor to the website to easily locate the information, and in all member information and other information notice, in accordance with federal and state requirements.

6. CULTURAL COMPETENCE.

- A. **Report on Capacity.** Contractor shall report on its capacity to provide culturally competent services to culturally diverse members and their families upon request from County, including:
1. The number of bilingual and bicultural staff (as part of the quarterly staffing report), and the number of culturally diverse members receiving Program services; and
 2. Efforts aimed at providing culturally competent services such as trainings provided to staff, changes or adaptations to service protocol, community education/outreach, etc.
- B. **Communicate in Preferred Language.** At all times, the Contractor's Program(s) shall be staffed with personnel who can communicate in the member preferred language, or Contractor shall provide interpretation services, including American Sign Language (ASL).

- C. Bilingual Staff for Direct Service Positions.** Contractor will strive to fill direct service positions with bilingual staff in County’s threshold language (Spanish) that is reflective of the specific needs of each region. Contractor percentage goals are calculated based on U.S. Census language data by region: Santa Barbara service area (including Goleta and Carpinteria) – 31%; Santa Maria service area (including Orcutt and Guadalupe) – 60%; and Lompoc service area (including Buellton and Solvang) – 41%.
- D. Cultural Considerations When Providing Services.** Contractor shall provide services that consider the cultural aspects of mental illness, as well as the ethnic and cultural diversity of members and families served. Additionally, any materials provided to the public must be printed in Spanish (threshold language).
- E. Services and Programs in Spanish.** Services and programs offered in English must also be made available in Spanish, if members identify Spanish as their preferred language, as specified in subsection B above.
- F.** As applicable, a measurable and documented effort must be made to conduct outreach to and to serve the marginalized, underserved, and non-served communities of Santa Barbara County.
- G.** Contractor shall establish a process by which Spanish speaking staff who provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing in the Spanish language.

7. COMPLIANCE PROGRAM.

- A.** If Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying County, Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.
- B.** County shall suspend payments to Contractor when it or the State determines there is a credible allegation of fraud. Contractor shall implement and maintain arrangements or procedures that include provision for the suspension of payments to independent contractors for which the State, or County, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a), (a)(8) and 455.23.)
- C.** Contractor shall notify County within 30 calendar days when it has identified payments in excess of amounts specified for reimbursements of Medi-Cal services or when it has identified or recovered overpayments due to potential fraud. (42 C.F.R. § 438.608(a), (a)(2).) Contractor shall return any overpayments pursuant to Exhibit B, Section VII.G (Overpayments) of this Agreement.

SECTION III. PROGRAM OPERATIONS REQUIREMENTS

1. STAFF.

- A. Staff Background Investigations.** At any time prior to or during the term of this Agreement, the County may require that Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- B. Consent to Criminal Background Check, Fingerprinting (42 C.F.R. § 455.450, Welf. & Inst. Code, § 14043.38).** Contractor consents to criminal background checks, including fingerprinting when required to do so by federal or state law. Within 30 days of a request from CMS or DHCS, Contractor, or any person with a 5% or more direct or indirect ownership interest in Contractor, shall submit a set of fingerprints in a form and manner determined by CMS or DHCS.
- C. Mandatory Termination.** As determined by DHCS, Contractor may be subject to mandatory termination from the Medi-Cal program for any of the following reasons:
1. Failure to cooperate with and provide accurate, timely information in response to all required Medi-Cal screening methods, including failure to submit fingerprints as required (42 C.F.R. § 455.416); or
 2. Conviction of a criminal offense related to a person's involvement with Medi-care, Medi-Cal, or any other Title XX or XXI program in the last 10 years (42 C.F.R. § 455.416, 42 C.F.R. § 455.106).
- D. Staff Removal for Good Cause Shown.** County may request that Contractor's staff be immediately removed from performing work under this Agreement for good cause during the term of the Agreement. Upon such request, Contractor shall remove such staff immediately.
- E. Denial or Termination of Facility Access.** County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County, or whose conduct is incompatible with County facility access.
- F. Staff Disqualification.** Disqualification, if any, of Contractor staff, pursuant to this Section regarding Staff or any other provision of law, shall not relieve Contractor of its

obligation to complete all work in accordance with the terms and conditions of this Agreement.

- G. Notice of Staffing Changes Required.** Contractor shall notify QCM at BwellQCM@sbcbswell.org and BWell Contracts at bwellcontractsstaff@sbcbswell.org immediately when staff unexpectedly separates from employment or is terminated, or within 30 days of the expected last day of employment for staff planning a formal leave of absence in alignment with the *Policy 14.000 Information Systems for Workforce Access and Termination* at <https://cosantabarbara.app.box.com/s/jlwbnuachznge426crkj6poy7fmdw5g0/file/711466593727>. Additionally, Contractor shall notify County of any staffing changes as part of the quarterly Staffing Report, in accordance with Section 5.C. (Reports).
- H. Email Domain.** Contractor and its staff shall use Contractor’s business email domain to log into the Department of Behavioral Wellness electronic health record.
- I.** Contractor shall notify County through the ServiceNow CBO Onboarding/Offboarding Portal within one business day for the unexpected termination of staff when staff separates from employment or is terminated from working under this Agreement, or within one week of the expected last day of employment or for staff planning a formal leave of absence.
- J.** All staff performing services under this Agreement with access to the Department of Behavioral Wellness electronic health record shall be reviewed and approved by Behavioral Wellness Quality Care Management (QCM) Division, in accordance with *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*.
- K. Alcohol and Drug Programs. (Reserved)**
- L. Mental Health Service Programs.**

 - 1.** Contractor staff providing direct services to members shall be trained and skilled at and provided with the required supervision of service delivery in working with persons with serious mental illness (SMI) and shall adhere to professionally recognized evidence-based best practices for rehabilitation assessment, service planning, and service delivery. In addition, these staff shall receive Documentation Training in accordance with the *Behavioral Wellness Mandatory Trainings Policy and Procedure #5.008*, as may be amended, available at <https://www.countyofsb.org/904/Policies-Procedures>.
 - 2.** Contractor shall ensure that any staff identified on the Centers for Medicare & Medicaid Services (“CMS”) Exclusions List or other applicable list shall not provide

services under this Agreement nor shall the cost of such staff be claimed to Medi-Cal. Contractor shall not employ or subcontract with providers excluded from participation in Federal health care programs under either sections 1128 or 1128A of the Social Security Act.

M. Staffing Definitions. The following terms shall have the meanings as set forth below of the types of providers that can provide Drug Medi-Cal Organized Delivery Services and Specialty Mental Health and in accordance with SPA 23-0026, BHIN 24-023 and Title 9 and Title 22 CCR:

1. Licensed Mental Health Professional (LMHP)/Licensed Professional of the Healing Arts (LPHA). “Licensed mental health professional/Licensed Professional of the Healing Arts” means any of the following providers who are licensed in accordance with applicable State of California licensure requirements:

- i. licensed physicians;
- ii. licensed psychologists (includes waived psychologists);
- iii. licensed clinical social workers (includes waived or registered clinical social workers);
- iv. licensed professional clinical counselor (includes waived or registered professional clinical counselors);
- v. licensed marriage and family therapists (includes waived or registered marriage and family therapists);
- vi. registered nurses (includes certified nurse specialists and nurse practitioners);
- vii. licensed vocational nurses;
- viii. licensed psychiatric technicians; and
- ix. licensed occupational therapists. (State Plan, Supplement 1 to Attachment 3.1.-A, page 11 [TN 23-0026]; BHIN 24-023.)

2. Waivered/Registered Professional. “Waivered/Registered Professional” means:

- i. For a psychologist candidate, “waivered” means an individual who either is gaining the experience required for licensure or was recruited for employment from outside California, has sufficient experience to gain admission to a licensing examination, and has been granted a professional licensing waiver approved by the California Department of Health Care Services to the extent authorized under state law.

- ii. For a social worker candidate, a marriage and family therapist candidate, or a professional clinical counselor candidate, “registered” means a candidate for licensure who is registered or is in the process of obtaining registration in accordance with the criteria established by the corresponding state licensing authority for the purpose of acquiring the experience required for licensure in accordance with applicable statutes and regulations and “waivered” means a candidate who was recruited for employment from outside California, whose experience is sufficient to gain admission to the appropriate licensing examination, and who has been granted a professional licensing waiver approved by the California Department of Health Care Services to the extent authorized under state law. (State Plan TN: 23-0026; BHIN 24-023.)
- 3. Clinical Trainee.** “Clinical Trainee” means an unlicensed individual who is enrolled in a postsecondary educational program that is required for the individual to obtain licensure as a Licensed Mental Health Professional; is participating in a practicum, clerkship, or internship approved by the individual's program; and meets all relevant requirements of the program and/or the applicable licensing board to participate in the practicum, clerkship, or internship and provide specialty mental health services including, but not limited to, all coursework and supervised practice requirements. Clinical Trainee provider types include:
- i. Nurse Practitioner Clinical Trainee;
 - ii. Licensed Psychologist Clinical Trainee;
 - iii. Licensed Clinical Social Worker Clinical Trainee;
 - iv. Licensed Marriage and Family Therapist Clinical Trainee;
 - v. Licensed Professional Clinical Counselor Clinical Trainee;
 - vi. Licensed Psychiatric Technician Clinical Trainee;
 - vii. Registered Nurse Clinical Trainee;
 - viii. Licensed Vocational Nurse Clinical Trainee;
 - ix. Licensed Occupational Therapist Clinical Trainee;
 - x. Licensed Physician Clinical Trainee (Medical Student);
 - xi. Registered Pharmacist Clinical Trainee;
 - xii. Physician Assistant Clinical Trainee; and
 - xiii. (Certified) Clinical Nurse Specialist Clinical Trainee (specialty mental health delivery system only). (State Plan TN: 23-0026; BHIN 24-023.)

4. **Medical Assistant.** “Medical Assistant” is an individual who is at least 18 years of age, meets all applicable education, training and/or certification requirements, and provides administrative, clerical, and technical supportive services according to their scope of practice, under the supervision of a licensed physician and surgeon, or to the extent authorized under state law, a nurse practitioner or physician assistant that has been delegated supervisory authority by a physician and surgeon. The licensed physician and surgeon, nurse practitioner or physician assistant must be physically present in the treatment facility (medical office or clinic setting) during the provision of services by a medical assistant. (State Plan TN: 23-0026; BHIN 24-023.)
5. **Peer Support Specialist.** “Peer Support Specialist” means an individual with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification who meets ongoing education requirements and provides services under the direction of a Behavioral Health Professional. (State Plan, Supplement 3 to Attachment 3.1-A, page 2j [TN 22-0026].)
6. **Alcohol Drug Programs. (Reserved)**
7. **Mental Health Services Programs.**
 - i. Community Health Worker. Community Health Worker is a skilled and trained health educator who is member of the community they serve who link members to health, mental health and social services to improve the overall quality of services delivered. CHWs may include individuals known by a variety of job titles who meet the CHW qualifications as APL 24-006; State Plan 22-0001 and as defined in BHIN 25-028, BHIN 21-073; access criteria for DMC services, defined in BHIN 21-071; and/or access criteria for DMC-ODS services, defined in BHIN 24-001, or subsequent guidance.
 - ii. Mental Health Rehabilitation Specialist. “Mental Health Rehabilitation Specialist” is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing.*
 - iii. Qualified Mental Health Worker. “Qualified Mental Health Worker” is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing.*
 - iv. Mental Health Worker. “Mental Health Worker” is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing.*

2. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATIONS.

- A. Confirmation of Staff Licensure/Certification.** In the event license/certification status of a staff member cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement per *Department Policy #4.015 Staff Credentialing and Re-Credentialing*.
- B. Enrollment with DHCS as Medicaid Provider.** Contractor shall be at all times currently enrolled with the California Department of Health Care Services as a Medicaid provider, consistent with the provider disclosure, screening and enrollment requirements of 42 C.F.R. part 455, subparts B and E.
- C. Alcohol and Drug Programs. (Reserved)**
- D. Mental Health Service Programs.**
- 1. Obtain and Maintain Required Credentials.** Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certifications (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, supervision agreements, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to Behavioral Wellness QCM Division, upon request.
 - 2. Short-Doyle/Medi-Cal Program.** If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall keep fully informed of and in compliance with all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities, and the requirements of *Department of Behavioral Wellness' Policy and Procedure #4.005 – Site Certification for Specialty Mental Health Services*.
 - 3. Medicare "Opt-Out".** If any of the Contractor's eligible licensed practitioners have submitted a Medicare "Opt-Out" affidavit and are therefore opted-out of Medicare, these practitioners' services cannot be billed to Medicare and are not billable to Medi-Cal.

3. TRAINING REQUIREMENTS.

A. Training Upon Hire and Annually Thereafter. Contractor shall ensure that all staff providing ADP, MHS, BHSA and SUBG services under this Agreement complete mandatory trainings, including through attendance at County-sponsored training sessions as available. The following trainings must be completed at hire and annually thereafter:

1. Behavioral Wellness Code of Conduct;
2. Consumer and Family Culture;
3. Cultural Competency; and
4. HIPAA Privacy and Security.

B. Alcohol and Drug Programs Additional Trainings. (Reserved)

C. Alcohol and Drug Program Treatment and Prevention Programs Additional Trainings. (Reserved)

D. Mental Health Service Programs Additional Trainings.

1. Behavioral Wellness electronic health record (EHR), including SmartCare for service and administrative staff who enter and analyze data in the system (at hire and as needed); and
2. MHSA Overview Training (only at hire, not annually).
3. Training Requirements for Contractor staff who provide direct services/document in Behavioral Wellness electronic health record (EHR), including SmartCare. The following trainings must be completed at hire and annually thereafter:
 - i. Documentation Training;
 - ii. Child and Adolescent Needs and Strengths (IP-CANS) or Adult Needs and Strengths (ANSA) assessment training and certification exam:
 - a. Contractors who provide services to members ages zero through 20 years old shall complete the IP-CANS certification training and exam.
 - b. Contractors who provide services to members ages 21 years old and older shall complete the ANSA.
 - c. Contractors providing services to members of both age groups may select either of these assessment tool trainings and need not complete both; and
 - d. Annual training and certification of clinicians is required for use of the IP-CANS or ANSA. In order to be certified in the IP-CANS or ANSA clinicians must demonstrate reliability on a case vignette of .70 or greater.

4. Any additional applicable trainings in accordance with the *Behavioral Wellness Mandatory Trainings Policy and Procedure #5.008*, as may be amended, available at <https://www.countyofsb.org/904/Policies-Procedures>.

4. COLLABORATIVE MEETINGS.

- A. Behavioral Wellness may conduct a Collaborative Meeting annually, or more frequently, if needed, and bi-monthly County Quality Improvement Committee (QIC) meetings which Contractor shall attend to collaboratively discuss programmatic, fiscal, and contract matters.

5. REPORTS.

- A. **Annual Mandatory Training Report**. Contractor shall submit, no later than June 15th of each year unless requested earlier by County, to the County Training Coordinator evidence of completion of the Mandatory Trainings identified in the Section regarding Training Requirements.
- B. **Programmatic**. Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than 25 calendar days following the end of the quarter being reported. Programmatic reports shall include the following:
 1. Contractor shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps will be taken to achieve satisfactory progress;
 2. Contractor shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and Certifications, changes in population served and reasons for any such changes;
 3. The number of active cases and number of members admitted/ discharged;
 4. The Measures described in the Exhibit A(s) Section 15. Program Goals, Outcomes, and Measures, as applicable, as applicable, or as otherwise agreed by Contractor and County. Contractor shall comply with amendments or modifications to Exhibit A(s) that do not alter the maximum contract amount of the Agreement and are authorized by the Director of the Department of Behavioral Wellness or designee in writing. This obligation shall apply without the need for an amendment of this Agreement. In addition, Contractor may include in its report any other data that demonstrates the effectiveness of Contractor's programs; and
 5. In addition, Contractor may include any other data that demonstrates the effectiveness of Contractor's programs; and any other program specific reporting

requirement, if any, as described in the individual programmatic Statement of Work Exhibits.

- C. **Staffing.** Contractor shall submit quarterly Staffing Reports to County. These reports shall be on a form acceptable to, or provided by the County, and shall report actual staff hours worked by position and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, hire date, and, if applicable, termination date. The reports shall be received by County no later than 25 calendar days following the end of the quarter being reported.
- D. **Network Adequacy Certification Tool (NACT).** Contractor shall submit all required information to the County in order to comply with the *Department's Policy and Procedure #2.001 Network Adequacy Standards and Monitoring*. Network data reporting shall be submitted to QCM ADP BwellQCM@sbcswell.org as required by the State Department of Health Care Services.
- E. Contractor agrees that County or the California Department of Health Care Services (DHCS) may withhold payments until Contractor has submitted any required data and reports to County or DHCS as identified in this Agreement, or Integrated Intergovernmental Agreement, Exhibit A(s) or Document 1F(a) Reporting Requirement Matrix for Counties.
- F. Contractor shall maintain records and make statistical reports as required by County and DHCS or other government agency, on forms provided by or acceptable to the requesting agency. In addition to reports required under this Agreement, upon County's request, Contractor shall make additional reports or provide other documentation as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow 30 days for Contractor to respond.
- G. As a condition of funding for Quality Assurance (QA) activities, Contractor QA staff shall provide a monthly report to QCM consisting of documentation reviews performed, associated findings, and corrective action. The QA reports shall be received by County no later than 30 calendar days following the end of the month being reported.
- H. **Additional Reports.** Contractor shall maintain records and make statistical reports as required by County, State Department of Health Care Services (DHCS), Department of Public Health (DPH) or Department of Social Services (DSS), as applicable, on forms provided by or acceptable to, the requesting agency. Upon County's request, Contractor shall make additional reports as required by County concerning

Contractor’s activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow 30 days for Contractor to respond.

I. Alcohol and Drug Programs. (Reserved)

J. Alcohol and Drug Prevention Programs. (Reserved)

6. MONITORING.

A. County Monitoring Process. Contractor agrees to abide by the *Department of Behavioral Wellness’ Policies and Procedures* referenced in Section 2.2 (Additional Program Requirements) and to cooperate with the County’s utilization review process which ensures medical necessity, appropriateness and quality of care. This review may include clinical record peer review, member survey, and other program monitoring practices, as required by the Integrated Intergovernmental Agreement. Contractor shall cooperate with these programs, and shall furnish necessary assessment, clinical documentation and treatment plan if applicable, subject to Federal or State confidentiality laws, and provisions of this Agreement.

B. Periodic Review Meetings with Contractor. Contractor shall identify a senior staff member who will be the designated Behavioral Wellness QCM Division contact and will participate in any provider QCM meetings to review current and coming quality of care issues, documentation, fiscal and overall performance activity. Behavioral Wellness staff shall conduct periodic on-site reviews of Contractor’s facility and program.

C. County Corrective Action Plan. County shall provide a corrective action plan and a timeline for implementation and/or completion of corrective action if deficiencies in Contractor’s compliance with the provisions of the Integrated Intergovernmental Agreement or this Agreement are identified by County. Contractor shall:

1. Take corrective action;
2. Provide evidence of correction; and
3. Have a mechanism for monitoring effectiveness of corrective action over time.

D. Contractor shall be liable to County for any penalties assessed against County for Contractor’s failure to comply with the required corrective action. County shall monitor the performance of Contractor on an ongoing basis for compliance with the terms of the Integrated Intergovernmental Agreement and this Agreement. County shall assign senior management staff as contract monitors to coordinate periodic review meetings with Contractor’s staff regarding quality of clinical services, fiscal and overall performance activity, and provider recertification requirements. County’s Care Coordinators, Quality Improvement staff, and the Program Managers or their

designees shall conduct periodic on-site and/or electronic reviews of Contractor’s clinical documentation.

- E. Contractor shall allow DHCS, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's, and its subcontractors', performance under this Agreement, including the quality, appropriateness, and timeliness of services provided. This right shall exist for 10 years from the term end date of this Agreement or in the event the Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. § 438.3(h).) If monitoring activities identify areas of non-compliance, Contractor will be provided with recommendations and a corrective action plan.

SECTION IV. ADMINISTRATIVE REQUIREMENTS

- 1. **MEDI-CAL VERIFICATION.** Contractor shall be responsible for verifying member’s County of Santa Barbara Medi-Cal eligibility or Drug Medi-Cal status and will take steps to reactivate or establish eligibility where none exists.
- 2. **SITE STANDARDS.** (Applicable to MHS services.)
 - A. Contractor agrees to comply with all Medi-Cal requirements, including, but not limited to those specified in the *Department of Behavioral Wellness’ Policies and Procedures* referenced in Section 2.2 (Additional Program Requirements), and be approved to provide Medi-Cal services based on Medi-Cal site certification, per *Department of Behavioral Wellness’ Policy and Procedure #4.005- Site Certification for Specialty Mental Health Services*.
 - B. For programs located at Contractor’s sites, Contractor shall develop and maintain a written disaster plan for the Program site and shall provide annual disaster training to staff that addresses, at a minimum: emergency staffing levels for the continuation of services under the Program, patient safety, facility safety, safety of medication storage and dispensing medication, and protection of member records, as required by this Agreement.
- 3. **SIGNATURE PAD.**
 - A. **County to Provide Signature Pads.** County shall purchase one signature pad for the duration of the term of this Agreement for each physical address identified for Contractor in this Agreement. The signature pad will be compatible with Behavioral Wellness’ Electronic Health Record (EHR), SmartCare. Contractor shall use the

electronic versions of the Member Assessment, Member Plan, and Medication Consent Form to ensure a complete member medical record exists within SmartCare. Contractor shall obtain member signatures on these electronic documents using the signature pads. Upon initial purchase, County shall install the signature pads on Contractor’s hardware and provide a tutorial for Contractor’s staff. Contractor shall be responsible for ongoing training of new staff.

- B. Contractor Replacement Due to Loss or Damage.** In the event that Contractor damages or loses the signature pads provided by County, Contractor shall be responsible for purchasing a new SmartCare compatible signature pad as a replacement from the County inventory at the current cost of replacement. The expected life of a signature pad is a minimum of three years.

SECTION V. FEDERAL AND STATE CONTRACT COMPLIANCE REQUIREMENTS

1. STATE CONTRACT COMPLIANCE REQUIREMENTS.

- A.** County and the California Department of Health Care Services (DHCS) may fully or partially revoke this Agreement or the delegated activities or obligations, or apply other remedies permitted by federal or state law when County or DHCS determine that Contractor has not performed satisfactorily (42 C.F.R. § 438.230(c)(2).)
- B.** Contractor shall comply with any applicable provision identified in the Integrated Intergovernmental Agreement as applying to subcontractors or contracted providers.
- C. Americans with Disabilities Act.** Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of sections 7405 and 11135 of the California Government Code, section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in part 1194 of title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code sections 7405 and 11135 codify section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.
- D. Generative Artificial Intelligence Technology Uses and Reporting.**
 - 1.** Contractor certifies its services or work under this Agreement does not include or make available any Generative Artificial Intelligence (GenAI) technology including GenAI from third parties or subcontractors.

2. During the Term of this Agreement, Contractor shall notify County in writing if its services or any work under this Agreement includes or makes available any previously unreported GenAI technology including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000), available at [STD 1000 Generative Artificial Intelligence \(GenAI\) Disclosure & Factsheet](#) and submit the completed form to County to report the use of any new or previously unreported GenAI technology.
3. At the direction of County, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk, or contract performance until use of such GenAI technology has been approved by County.
4. Contractor acknowledges and agrees that its failure to disclose GenAI technology use and submit the GenAI Reporting and Factsheet (STD 1000) to County may be considered a material breach of this Agreement by County or the California Department of Health Care Services (DHCS), and County or DHCS may consider the failure to disclose GenAI technology use and/or submit the GenAI Reporting and Factsheet (STD 1000) to County as grounds for the immediate termination of this Agreement. County and DHCS are entitled to seek all the relief to which they may be entitled as a result of such non-disclosure.
5. Contractor shall include subsection D ([Generative Artificial Intelligence Technology Uses and Reporting](#)) of this Section (Federal and State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.

E. Prohibited Affiliations.

1. Contractor shall not knowingly have any prohibited type of relationship, as described in subsection E.3 of this Section 5.1 (Federal and State Contract Compliance Requirements), with individuals or entities listed in subsection E.1.i and ii. Contractor shall further require that its subcontractors and contracted providers abide by this requirement.
 - i. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)
 - ii. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. section 2.101, of a person described in subsection E.1.i. (42 C.F.R. § 438.610(a)(2).)

2. Contractor, its contracted providers, and its subcontractors shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined 42 United States Code [U.S.C.] § 1320a-7b(f)) pursuant to 42 U.S.C. sections 1320a-7, 1320a-7a, 1320c-5, and 1395u(j)(2). (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)
3. Contractor, its contracted providers, and its subcontractors shall not have the types of relationships prohibited by this subsection E.3 with an excluded, debarred, or suspended individual, provider, or entity.
 - i. A director, officer, agent, managing employee, or partner of Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)
 - ii. A subcontractor of Contractor, as governed by 42 C.F.R. section 438.230. (42 C.F.R. § 438.610(c)(2).)
 - iii. A person with beneficial ownership of five percent or more of Contractor's equity. (42 C.F.R. § 438.610(c)(3).)
 - iv. A network provider or person with an employment, consulting, or other arrangement with Contractor for the provision of items and services that are significant and material to Contractor's obligations under this Agreement. (42 C.F.R. § 438.610(c)(4).)
4. Contractor, its contracted providers, and its subcontractors shall not employ or contract with, directly or indirectly, individuals or entities described in subsections E.1 and E.2 for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)
5. Contractor, its contracted providers, and its subcontractors shall not contract directly or indirectly with an individual convicted of crimes described in section 1128(b)(8)(B) of the Social Security Act. (42 C.F.R. § 438.808(b)(2).)
6. Contractor shall provide to County written disclosure of any prohibited affiliation identified by Contractor, its contracted providers, or its subcontractors. (42 C.F.R. § 438.608(c)(1).)

F. Disclosures.

1. **Disclosures of 5% or More Ownership Interest.** Contractor shall provide to County written disclosure of information on ownership and control of Contractor, its contracted providers, and its subcontractors (hereafter Disclosing Entity) as

described in 42 C.F.R. section 455.104 and this subsection F.1 of this Section 5.1 (Federal and State Contract Compliance Requirements). Contractor shall provide disclosures to County on a form provided by County upon submitting the provider application, before entering into a provider agreement with County, before renewing a provider agreement with County, annually and upon request during the re-validation of enrollment process under 42 C.F.R. section 455.104, and within 35 days after any change in ownership of Disclosing Entity. The information included in the disclosures shall be current as of the time submitted. The following information must be disclosed:

- i. The name and address of any person (individual or corporation) with an ownership or control interest in Disclosing Entity. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address.
 - ii. Date of birth and Social Security Number (in the case of an individual).
 - iii. Other tax identification number (in the case of a corporation) with an ownership or control interest in Disclosing Entity or in any subcontractor in which Disclosing Entity has a five percent or more interest.
 - iv. Whether the person (individual or corporation) with an ownership or control interest in Disclosing Entity is related to another person with ownership or control interest in Disclosing Entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which Disclosing Entity has a five percent or more interest is related to another person with ownership or control interest in Disclosing Entity as a spouse, parent, child, or sibling.
 - v. The name of any other disclosing entity in which an owner of Disclosing Entity has an ownership or control interest.
 - vi. The name, address, date of birth, and Social Security Number of any managing employee of Disclosing Entity.
- 2. Disclosures Related to Business Transactions.** Contractor shall submit the following disclosures and updated disclosures related to certain business transactions to County, the California Department of Health Care Services (DHCS), or the United States Department of Health and Human Services (HHS) within 35 days upon request. The following information must be disclosed:

- i. The ownership of any subcontractor with whom Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - ii. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of the request.
- 3. Disclosures Related to Persons Convicted of Crimes.** Contractor certifies that it has submitted the following disclosures related to persons convicted of crimes to County before entering into this Agreement. Contractor shall submit the following disclosures to County or DHCS at any time upon request. The following information must be disclosed:
 - i. The identity of any person who has an ownership or control interest in or is a managing employee of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2).)
 - ii. The identity of any person who is an agent of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2).) For this purpose, the word “agent” has the meaning described in 42 C.F.R. section 455.101.
- 4. Remedies.** If Contractor fails to comply with disclosure requirements, remedies available to County and DHCS include:
 - i. Federal Financial Participation (FFP) is not available in expenditures for services furnished by Contractor that fail to comply with a request made by County, DHCS, or the Secretary of HHS under subsections F.1 and F.2 of this Section 5.1 (Federal and State Contract Compliance Requirements) or under 42 C.F.R. section 420.205 (Disclosure by providers and part B suppliers of business transaction information). FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to County, DHCS, or the Secretary of HHS and ending on the day before the date on which the information was supplied. (42 C.F.R. §§ 455.104(f), 455.105(c).)
 - ii. Contractor shall reimburse those Medi-Cal funds received during any period for which material information was not reported, or reported falsely, to County or DHCS. (Welf. & Inst. Code, § 14043.3.)

G. Records, Audit, and Review.

1. Contractor shall maintain and preserve books and records and documents of any type whatsoever, whether physical or electronic, pertaining to Medi-Cal enrollees, Medi-Cal-related activities, or any aspect of services and activities performed, or determinations of amounts payable, under this Agreement including, but not limited to: member grievance and appeal records; the data, information, and documentation specified in (or that demonstrates compliance with) 42 C.F.R. sections 438.604, 438.606, 438.608, and 438.610; working papers; reports; financial records and documents of account; member records; prescription files; and subcontracts (hereafter Records).
2. Contractor shall make available all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, electronic systems, or any employee pertaining to Medi-Cal enrollees, Medi-Cal-related activities, or any aspect of services and activities performed, or determinations of amounts payable, under this Agreement at any time for auditing, evaluation, inspection, examination, or copying by County, the California Department of Health Care Services (DHCS), the California Department of General Services, the California State Auditor, the United States Centers for Medicare and Medicaid Services (CMS), the United States Department of Health and Human Services Office of Inspector General (HHS Inspector General), the United States Comptroller General, or other authorized federal or state agencies, or their designees (hereafter Audit). The right to Audit includes, but is not limited to, the right to Audit if County, DHCS, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk.
3. Both the requirement to maintain and preserve Records under subsection G.1 of this Section (Federal and State Contract Compliance Requirements) and the right to Audit under subsection G.2 shall exist for 10 years from the term end date of this Agreement or as required by subsections i through iii below, whichever is later:
 - i. Applicable statute,
 - ii. Any other provision of this Agreement, or
 - iii. If any litigation, claim, negotiation, audit, or other action pertaining to Medi-Cal enrollees, Medi-Cal-related activities, or any aspect of services and activities performed, or determinations of amounts payable, under this Agreement has been started before the expiration of the 10-year period, until completion of the action and resolution of all issues which arise from it.

4. Contractor shall include subsection G (Records, Audit, and Review) of this Section (Federal and State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.

H. Conflict of Interest.

1. Contractor shall comply with the conflict of interest safeguards described in 42 C.F.R. section 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Social Security Act (42 C.F.R. § 438.3(f)(2)) and the California Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code section 10365.5, and Government Code section 1090.
2. Contractor acknowledges and agrees that County and the California Department of Health Care Services (DHCS) intends to avoid any real or apparent conflict of interest on the part of Contractor, Contractor's subcontractor, or employees, officers, and directors of Contractor or subcontractor. Thus, County and DHCS reserve the right to determine, at their sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest, and if a conflict is found to exist, to require Contractor to submit additional information or a plan for resolving the conflict, subject to County and DHCS review and prior approval.
3. Conflicts of interest include:
 - i. An instance where Contractor or subcontractor, or any employee, officer, or director of Contractor or subcontractor, has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under this Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of this Agreement.
 - ii. An instance where Contractor's or subcontractor's employees, officers, or directors use their position for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.
4. If County is or becomes aware of a known or suspected conflict of interest, County will notify Contractor of the known or suspected conflict, and Contractor will have five working days from the date of notification to provide complete information regarding the suspected conflict to County. County may, at its discretion, authorize an extension of the timeline indicated herein in writing. If a conflict of interest is determined to exist by County or DHCS and cannot be resolved to the satisfaction of County or DHCS, the conflict may be grounds for terminating this Agreement.

5. Contractor shall include subsection H (Conflict of Interest) of this Section (Federal and State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.

I. Nondiscrimination and Compliance (General Terms and Conditions 02/2025).

1. During the performance of this Agreement, Contractor and its subcontractors shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (2 C.C.R. § 11000 et seq.), the provisions of article 9.5, chapter 1, part 1, division 3, title 2 of the Government Code (Gov. Code, §§ 11135–11139.5), and the regulations or standards adopted by the California Department of Health Care Services (DHCS) to implement such article. Contractor shall permit access by representatives of the California Civil Rights Department (CRD) and DHCS upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as CRD or DHCS shall require to ascertain compliance with this provision. Contractor and subcontractors shall give written notice of their obligations under this provision to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.)
2. Contractor shall include subsection I (Nondiscrimination and Compliance (GTC 02/2025) of this Section (Federal and State Contract Compliance Requirements) in all subcontracts to perform work under the Agreement.

J. Nondiscrimination and Compliance.

1. Consistent with the requirements of applicable federal law, such as 42 C.F.R. section 438.3(d)(3) and (4), and state law, Contractor shall not engage in any unlawful discriminatory practices in the admission of members, assignments of

accommodations, treatment, evaluation, employment of personnel, or in any other respect on any ground protected under federal or state law including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3)–(4); 45 C.F.R. § 92.2; Gov. Code, § 11135(a); Welf. & Inst. Code, § 14727(a)(3).)

2. Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in 45 C.F.R. parts 84 and 85, as applicable.
3. Contractor shall include subsection J (Nondiscrimination and Compliance) of this Section (Federal and State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.
4. Noncompliance with the nondiscrimination requirements in subsection J (Nondiscrimination and Compliance) of this Section (Federal and State Contract Compliance Requirements) shall constitute grounds for County or the California Department of Health Care Services to withhold payments under this Agreement.

K. Subcontract Requirements.

1. Contractor is hereby advised of its obligations pursuant to the following numbered provisions of Integrated Intergovernmental Agreement, Exhibit D (Special Terms and Conditions): Sections 1 Federal Equal Employment Opportunity Requirements; 2 Travel and Per Diem Reimbursement; 3 Procurement Rules; 4 Equipment Ownership/Inventory/Disposition; 5 Subcontract Requirements; 6 Income Restrictions; 7 Audit and Record Retention; 8 Site Inspection; 9 Federal Contract Funds; 11 Intellectual Property Rights; 12 Air or Water Pollution Requirements; 13 Prior Approval of Training Seminars, Workshops, or Conferences; 14 Confidentiality of Information; 15 Documents, Publications, and Written Reports; 18 Human Subjects Use Requirements; 19 Debarment and Suspension Certification; 20 Smoke-Free Workplace Certification; 21 Drug Free Workplace Act of 1988; 23 Payment Withhold; 26 Officials Not to Benefit; 27 Prohibited Use of State Funds for Software; 34 Suspension or Stop Work Notification; 35 Public Communications; and 37 Compliance with Statutes and Regulations; and 38 Lobbying Restrictions and Disclosure Certification.

L. Federal Equal Employment Opportunity Requirements.

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government or the California Department of Health Care Services (DHCS), setting forth the provisions of the Equal Opportunity clause, section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices will state Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
2. Contractor will, in all solicitations or advancements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
3. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the federal government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and will post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Contractor will comply with all provisions of and furnish all information and reports required by section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of Federal Executive Order No. 11246, as amended, including by Executive Order

No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by the regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. Contractor will furnish all information and reports required by Federal Executive Order No. 11246, as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by the regulation at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the United States Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246, as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.
7. Contractor will include subsection L (Federal Equal Employment Opportunity Requirements) of this Section (Federal and State Contract Compliance Requirements) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246, as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by the regulation at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or section 503 of the Rehabilitation Act of 1973 (38 U.S.C. § 4212) or of the Vietnam Era Veteran's Readjustment Assistance Act so that such provisions will be

binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

M. Debarment and Suspension Certification.

1. Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to, 2 C.F.R. part 180 and 2 C.F.R. part 376.
2. Contractor certifies to the best of its knowledge and belief that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - ii. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection 2.ii, subsection M (Debarment and Suspension Certification) of this Section (Federal and State Contract Compliance Requirements);
 - iv. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default; and
 - v. Have not within a three-year period preceding this Agreement engaged in any of the violations listed under 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 376.

3. Contractor shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 C.F.R. part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the California Department of Health Care Services (DHCS).
4. The terms and definitions herein have the meanings set out in 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 376.
5. Contractor will include subsection M (Debarment and Suspension Certification) of this Section (Federal and State Contract Compliance Requirements) in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. If Contractor knowingly violates this certification, in addition to other remedies available to the federal government, County or DHCS may terminate this Agreement for cause or default.

N. Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards.

1. Contractor shall comply with the requirements of 2 Code of Federal Regulations (C.F.R.) parts 200 and 300, which are incorporated herein by reference.
2. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

O. Mandatory Disclosures.

1. Contractor must promptly disclose whenever, in connection with this Agreement (including any activities or subcontracts thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code (U.S.C.) or a violation of the civil False Claims Act (31 U.S.C. §§ 3729–3733). The disclosure must be made in writing to County, DHCS, the United States Centers for Medicare and Medicaid Services, and the United States Department of Health and Human Services Office of Inspector General. Contractor is also required to report matters related to County, state, or federal agency's integrity and performance in accordance with Appendix XII of 2 Code of Federal Regulations part 200. Failure to make required disclosures can result in any of the remedies described in 2 Code of Federal Regulations section 200.339 Remedies for noncompliance. (See also 2 C.F.R. part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)
2. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

3. Contractor shall also comply with the disclosure provisions set forth below in Section S (Byrd Anti-Lobbying Amendment) and this EXHIBIT AA General Provisions to this Agreement.

P. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment.

1. Contractor is prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain covered telecommunications equipment or services;
 - ii. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
2. As described in section 889 of Public Law 115-232 “covered telecommunications equipment or services” means any of the following:
 - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the United States Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
3. For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

4. In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
5. Contractor certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. Contractor and its subcontractors are not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.
6. For additional information, see section 889 of Public Law 115-232 and 2 Code of Federal Regulations section 200.471.
7. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

Q. Domestic Preferences for Procurements.

1. Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products).
2. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
3. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

R. Procurement of Recovered Materials.

1. Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 United States Code section 6962. The requirements of section 6002 include procuring only items designated in guidelines of the United States Environmental Protection Agency (EPA) at 40 Code of Federal Regulations part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
 2. Contractor should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.
 3. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.
- S. **Byrd Anti-Lobbying Amendment.** (Applicable to federally funded agreements in excess of \$100,000.)
1. **Certification and Disclosure Requirements.**
 - i. Contractor must file a certification (in the form set forth in EXHIBIT D, Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that Contractor has not made and will not make any payment prohibited by subsection 2 (Prohibition) of this Section (Byrd Anti-Lobbying Amendment).
 - ii. Contractor must file a disclosure (in the form set forth in EXHIBIT D, Attachment 2, entitled “Standard Form-LLL ‘Disclosure of Lobbying Activities’”) if Contractor has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant which would be prohibited under subsection 2 (Prohibition) of this Section (Byrd Anti-Lobbying Amendment) if paid for with appropriated funds.

- iii. Contractor must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by Contractor under subsection 1.ii of this Section (Byrd Anti-Lobbying Amendment). An event that materially affects the accuracy of the information reported includes:
 - a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
 - c. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
 - iv. Contractor shall require all lower tier subcontractors to certify and disclose to the next tier above.
 - v. All disclosure forms shall be forwarded from tier to tier until received by County.
2. **Prohibition.** Section 1352 of title 31 of the United States Code provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.
3. Contractor shall include these requirements in all lower tier subcontracts exceeding \$100,000 to perform work under this Agreement.
- T. **Clean Air Act.** (Applicable to federally funded agreements in excess of \$150,000.)
- 1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 United States Code section 7401 et seq.

2. Contractor agrees to report each violation to the California Environmental Protection Agency (CalEPA) and understands and agrees that CalEPA will, in turn, report each violation as required to assure notification to County, the federal agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor shall include these requirements in all subcontracts exceeding \$150,000 to perform work under this Agreement.

U. Federal Water Pollution Control Act. (Applicable to federally funded agreements in excess of \$150,000.)

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 United States Code section 1251 et seq.
2. Contractor agrees to report each violation to CalEPA and understands and agrees that CalEPA will, in turn, report each violation as required to assure notification to County, the federal agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor shall include these requirements in all subcontracts exceeding \$150,000 to perform work under this Agreement.

V. Alcohol And Drug Program. (Reserved)

EXHIBIT AA-1
GENERAL PROVISIONS

BEHAVIORAL HEALTH SERVICES ACT
SERVICES (BHSA)

EXHIBIT AA-1
GENERAL PROVISIONS
DEPARTMENT OF HEALTH CARE SERVICES
STATE PERFORMANCE REQUIREMENTS
BEHAVIORAL HEALTH SERVICES ACT (BHSA)

This Agreement shall be governed by and construed in accordance with all laws and regulations and policies and procedures governing the California Department of Health Care Services (hereafter referred to as DHCS) State Performance Agreement (Agreement No. 26-60060 which administers the Behavioral Health Services Act, Lanterman- Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness (PATH), Community Mental Health Services Block Grant (MHBG), Substance Abuse Treatment and Prevention Block Grant (SABG), and Crisis Counseling Assistance and Training Program (CCP) programs and oversees county provision of community mental health services pursuant to the Bronzan- McCorquodale Act.

Any BHSA program services operated under this Agreement to Medi-Cal members residing in Santa Barbara County or county of responsibility who meet the applicable access criteria, included as Exhibit(s) A-4 through A-7, unless separately and specially set forth in this General Provision or scope of work specific to each program.

County of Responsibility is defined as “the county of responsibility shall be the county whose county department is responsible for determining the initial and continuing Medi-Cal eligibility for a person or family. The appropriate county of responsibility shall be determined in accordance with the California Code Title 22 section 50120.”

1. PERFORMANCE.

- A.** Contractor must meet certain conditions and requirements to receive funding for these programs and services, as set forth in this County Performance Contract 26-60060 (hereafter referred to as the Contract or Agreement), as required by Welfare and Institutions Code (W&I) sections 5650(a), 5651, and 5897. Contractor agrees to comply with all of the conditions and requirements described herein.
- B.** Contractor must implement the BHSA consistent with this Contract (which is executed pursuant to W&I section 5897), applicable law and regulations, the BHSA County Policy Manual (hereafter referred to as the BHSA Policy Manual), and other applicable DHCS guidance. <https://policy-manual.mes.dhcs.ca.gov/behavioral-health-services-act-county-policy-manual/LIVE/>.

- C. The defined terms enumerated in the BHSA Policy Manual apply to this Contract, except as otherwise provided.
 - D. To the extent there is a conflict between the terms of this Contract and any federal or state statute or regulation or DHCS guidance issued pursuant to W&I section 5963.05 (or other applicable bulletin authority), Contractor must comply with the statute, regulation, or guidance, and the conflicting Contract provision will no longer be in effect.
 - E. There a requirement provided or referenced herein has an effective date that differs from the effective date of this Contract, Contractor is required to comply with the requirement as of its applicable effective date.
 - F. All terms and conditions set forth in the BHSA Policy Manual are hereby incorporated by reference and made a part of this Contract as if fully set forth herein.
 - G. Contactor must submit all deliverables required in this Contract in the schedule, form, and manner specified by County.
 - H. The Integrated Intergovernmental Agreement's General Provisions Exhibit AA applies to the federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. Contractor agrees to comply with all of the conditions and requirements described herein.
 - I. For Substance Uses Grant services, Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for SABG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75 to applies to those services along with the State Performance requirements and standards.
2. **GENERAL REQUIREMENTS.** Contract shall adhere to W&I section 5651(b) incorporated into this Contract. Contractor must:
- A. Comply with the expenditure requirements of W&I section 17608.05;
 - B. Provide services to persons receiving involuntary treatment as required by the LPS Act (commencing with W&I section 5000) and the Children's Civil Commitment and Mental Health Treatment Act of 1988 (commencing with W&I section 5585);
 - C. Comply with all of the requirements necessary for Medi-Cal reimbursement provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Chapter 3 of the Bronzan-McCorquodale Act (commencing with W&I section 5700), and submit cost reports and other data to County in the form and manner determined by County;

- D. Comply with all provisions and requirements in law pertaining to patient rights;
 - E. Comply with all requirements in federal law and regulation, and all agreements, certifications, assurances, and policy letters, pertaining to federally funded mental/behavioral health programs, including, but not limited to, the PATH, MHBG, and SUBG programs;
 - F. Provide all data and information set forth in W&I sections 5610 and 5664; and
 - G. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Behavioral Health Services Act.
3. **AMERICANS WITH DISABILITIES ACT.** County agrees to ensure that deliverables developed and produced, pursuant to this Agreement must comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 United States Code (USC) § 794d), the Americans with Disabilities Act of 1990 (42 USC § 12101 *et seq.*), and the implementing regulations, including 36 Code of Federal Regulations (CFR) Part 1194 and 28 CFR Part 36, as applicable. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California GC section 7405 codifies section 508 of the Rehabilitation Act of 1973 and its implementing regulations requiring accessibility of electronic and information technology.
4. **EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS.** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under State law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine County is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that will be grounds for termination of this Contract. The State must provide County advance written notice of such termination, allowing County at least 30 calendar days to provide a written response. Termination will be at the sole discretion of the State.
5. **MEDI-CAL VERIFICATION AND ENROLLMENT.** Contractor shall:
- A. Verify an individual enrollment in Medi-Cal;
 - B. If the individual is not enrolled, refer the individual for eligibility screening and enrollment support; and
 - C. Check Medi-Cal enrollment on an ongoing basis.

- 6. ELIGIBLE AND PRIORITY POPULATIONS.** Contractor shall comply with BHSA requirements concerning eligibility for and prioritization of services, as described in BHSA Policy Manual section 2.B.3 and any other applicable DHCS guidance.
- A. Eligible Populations.** Contractor shall limit BHSA services to eligible children and youth and eligible adults and older adults, as defined in W&I section 5892(k). BHSA eligible populations are not required to be enrolled in the Medi-Cal program. (W&I § 5892(k)(7)-(8).)
- B. Priority Populations.** Contractor must prioritize BHSA services to the populations enumerated in W&I section 5892(d).
- 7. REPORTING, DATA SUBMISSION, AND DATA SHARING REQUIREMENTS.**
- A. Behavioral Health Outcomes, Accountability, And Transparency Report.** Contractor must submit an annual Behavioral Health Outcomes, Accountability, and Transparency Report (BHOATR) to County to consistent with BHSA Policy Manual section 4 and any other applicable DHCS guidance. (W&I § 5963.04.)
- B.** Contractor must comply with all data and information submission requirements specified in State and federal law, this Contract, and all applicable DHCS guidance. (W&I §§ 5610(a)(1), 5664(a), 5963.04(a)(2).) Applicable laws include:
1. Title 42 of the United States Code (USC), sections 290cc-21 through 290ee-10 and 300x through 300x-68, inclusive;
 2. W&I sections 5000 through 5987; and
 3. All corresponding regulations that implement, interpret or make specific, these federal and State laws.
- C.** Contractor must provide data and information regarding the following programs as required by, and in accordance with, federal and State laws and DHCS guidance:
1. The Behavioral Health Services Act (BHSA), as outlined in Exhibit A, Attachment I, Article 1.0;
 2. Projects for Assistance in Transition from Homelessness (PATH), as outlined in Article 2.0, subsection 2.4 of Attachment I;
 3. Community Mental Health Services Block Grant (MHBG), as outlined in Article 2.0, subsection 2.5 of Attachment I;
 4. Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG), as outlined in Article 2.0, subsection 2.6 of Attachment I; and

5. County provision of community behavioral health services provided with 1991 and 2011 realignment funds (other than Medi-Cal).

D. **Data Sharing Requirements.** Contractor must comply with all data sharing requirements as mandated by and in accordance with applicable federal and State law and applicable Data Exchange Framework Policies and Procedures and DHCS guidance. (W&I §§ 14197.71(d)(1), 14184.102(j).)

8. SPECIAL TERMS AND CONDITIONS.

A. **Audit and Record Retention.** Contractor(s) shall maintain records, including books, documents, and other evidence, accounting procedures and practices, sufficient to properly support all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The forgoing constitutes “records” for the purpose of this provision.

B. Contractor is hereby advised of its obligations pursuant to the following numbered provisions of State Performance Agreement, Exhibit D (Special Terms and Conditions): Sections 1 Federal Equal Employment Opportunity Requirements; 2 Travel and Per Diem Reimbursement; 3 Procurement Rules; 4 Equipment Ownership/Inventory/Disposition; 5 Subcontract Requirements; 6 Income Restrictions; 7 Audit and Record Retention; 8 Site Inspection; 9 Federal Contract Funds; 11 Intellectual Property Rights; 12 Air or Water Pollution Requirements; 13 Prior Approval of Training Seminars, Workshops, or Conferences; 14 Confidentiality of Information; 15 Documents, Publications, and Written Reports; 16. Dispute Resolution Process; 17. Subrecipient Compliance; 18 Human Subjects Use Requirements; 19 Debarment and Suspension Certification; 20 Smoke-Free Workplace Certification; 21 Drug Free Workplace Act of 1988; 23 Payment Withhold; 24 Progress Reports or Meetings; 25 Performance Evaluation; 26 Officials Not to Benefit; 27 Prohibited Use of State Funds for Software; 28. Use of Disabled Veteran’s Business Enterprises (DVBE); 29. Use of Small, Minority Owned and Women's Businesses; 30. Use of Small Business Subcontractors; 31. Alien Ineligibility Certification; 32. Union Organizing; 33. Contract Uniformity (Fringe Benefit Allowability); 34 Suspension or Stop Work Notification; 35 Public Communications; and 37 Compliance with Statutes and Regulations; and 38 Lobbying Restrictions and Disclosure Certification.

9. GENERAL TERMS AND CONDITIONS (GTC 02/0205).

A. Contractor shall adhere to the General terms and conditions herein referenced and includes: 1 Approval; 2 Amendments; 3 Assignment; 4 Audit; 5 Indemnification; 6 Disputes; 7 Termination for Cause; 8 Independent Contractor; 9 Recycling Certification; 10 Non-discrimination; 11 Certification Clauses; 12 Timeliness; 13

Compensation; 14 Governing Law; 15 Antitrust Claims; 16 Child Support Compliance Act; 17 Unenforceable Provision; 18 Priority Hiring; 19 Small Business Participation and DVBE Participation Reporting Requirements; 20 Loss Leader; and 21 Generative AI Disclosure Obligations.

B. Termination for Convenience. This provision replaces and supersedes only Provision 10(b) Termination for Convenience in Exhibit D. Note: Provision 10(a) Termination for Cause in Exhibit D remains in force as is.

1. This agreement may be terminated, in whole or in part, without cause, and without penalty, by either party by giving 30 calendar days advance written notice to the other party. Such notification must state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. Upon receipt of a notice of termination or cancellation from DHCS, Contractor must take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
2. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the Contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims.
3. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

10. SUBSTANCE USE PREVENTION, TREATMENT AND RECOVERY SERVICES BLOCK GRANT (SUBG). (Reserved)

EXHIBIT AA – AA1
ATTACHMENT 1 & 2

CERTIFICATION REGARDING
LOBBYING

ATTACHMENT 1
STATE OF CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
CERTIFICATION REGARDING LOBBYING

The recipient certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned must complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" (Attachment 2) in accordance with its instructions.
3. The recipient must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signing or otherwise accepting the Agreement, the recipient certifies and files this Attachment 1. **CERTIFICATION REGARDING LOBBYING**, as required by Section 1352, Title 31, U.S.C., unless the conditions stated in paragraph 2 above exist. In such case, the awardee/contractor must complete and sign Attachment 2.

TELECARE CORPORATION

Name of Contractor

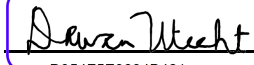
Contract / Grant Number

6/11/2026

Date

Dawan Utecht

Printed Name of Person Signing for Contractor



Signature of Person Signing for Contractor

SVP/Chief Development Officer

Title

After execution by or on behalf of Contractor, please return to:

Santa Barbara County Department of Behavioral Wellness Contracts Division
Attn: Contracts Manager
429 N. San Antonio Rd.
Santa Barbara, CA 93110

County reserves the right to notify the contractor in writing of an alternate submission address.

**ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING**

Approved by OMB (0348-0046)
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type:	
<input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year ____ quarter ____ date of last report _____.	
4. Name and Address of Reporting Entity:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
<input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier, if known:			Congressional District, If known:		
Congressional District, If known:			Congressional District, If known:		
6. Federal Department/Agency			7. Federal Program Name/Description:		
			CDFA Number, if applicable:		
8. Federal Action Number, if known:			9. Award Amount, if known:		
10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>			b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.					
Signature:					
Print Name:					
Title:					
Telephone Number:					
Date:					
Federal Use Only			Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grant.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

- a.** (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - b.** (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 10.** The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

EXHIBIT B(S)
FINANCIAL PROVISIONS
ADP AND MHS

**EXHIBIT B ADP/MHS
GENERAL FINANCIAL PROVISIONS**

(Applicable to programs described in Exhibit A-1 – A-7)

(With attached *Exhibit B-1* MHS (Schedule of Rates and Contract Maximum), *Exhibit B-2* (Entity Budget by Program), and *Exhibit B-3* (Entity Rates and Codes by Service Type)).

This Agreement provides for reimbursement for services up to the Maximum Contract Amount, reflected in Section II below and Exhibit B-1(s). For Medi-Cal and all other services provided under this Agreement, Contractor shall comply with all applicable requirements necessary for reimbursement in accordance with Welfare and Institutions Code (WIC) §§ 14705-14711, the Intergovernmental Agreement, and other applicable Federal, State and local laws, regulations, rules, manuals, policies, guidelines and directives.

1. PAYMENT FOR SERVICES.

A. Alcohol and Drug Programs. (Reserved)

B. Mental Health Services.

1. Medi-Cal Programs. For Medi-Cal specialty mental health programs, the County reimburses all eligible providers on a fee-for-service basis pursuant to a fee schedule. Eligible providers claim reimbursement for services using appropriate Current Procedural Terminology (CPT®) or Healthcare Common Procedure Coding System (HCPCS) codes. Exhibit B-3 MHS contains a rate for each Eligible Practitioner or Service Type and the relevant CPT®/HCPCS code.

2. Non-Medi-Cal Programs. For Non-Medi-Cal programs and costs, Contractor shall be compensated on a cost reimbursement basis, subject to the limitations described in this Agreement and all exhibits hereto, for deliverables as established in the Exhibit B(s) based on satisfactory performance of the services described in Exhibit A(s).

3. Medi-Cal Billable Services. The services provided by Contractor as described in Exhibit A(s) that are covered by the Medi-Cal program will be paid based on the satisfactory performance of services and the fee schedule(s) as incorporated in Exhibit B-1 MHS of this Agreement.

C. Limitations on Use of Funds Received Pursuant to this Agreement. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A(s) to this Agreement. For Contractor Programs that are funded with Federal funds other than fee-for-service Medi-Cal, expenses shall comply with the requirements established in OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (45 C.F.R. Part 75), and all

other applicable regulations. Violation of this provision or use of County funds for purposes other than those described in the Exhibit A(s) shall constitute a material breach of this Agreement.

D. Funding Sources.

1. The Behavioral Wellness Director or designee may reallocate between funding sources with discretion, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to this Agreement.

E. Member Liability for Payment.

1. Alcohol and Drug Program. (Reserved)

2. Mental Health.

- i. Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the member or persons acting on behalf of the member for any specialty mental health or related administrative services provided under this Agreement, except to collect other health insurance coverage, share of cost, and co-payments. (Cal. Code Regs., tit. 9, § 1810.365 (a).)
- ii. Contractor shall not hold beneficiaries liable for debts in the event that County becomes insolvent; for costs of covered services for which the State does not pay County; for costs of covered services for which the State or County does not pay to Contractor; for costs of covered services provided under a contract, referral or other arrangement rather than from the County; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a member. (42 C.F.R. § 438.106 and Cal. Code Regs. tit 9, § 1810.365(c).)
- iii. Contractor shall not bill members for covered services under a contractual, referral, or other arrangement with Contractor in excess of the amount that would be owed by the member if Contractor had directly provided the services. (42 U.S.C. § 1396u-2(b)(6)(C).)

F. Hold Harmless.

1. Contractor acknowledges and agrees DHCS assumes no responsibility for the payment of Contractor for services performed pursuant to this Agreement. County accepts sole responsibility for the payment of Contractor for services performed pursuant to this Agreement.

alter the Maximum Contract Amount and shall not require an amendment to this Agreement but shall be in writing.

- C. Operating Budget.** For Non Medi-Cal Programs, Contractor shall provide County with an Operating Budget on a format acceptable to, or provided by County, based on costs of net of revenues as described in this Exhibit B-MHS, Section 5 (Accounting for Revenues). The approved Operating Budget shall be attached to this Agreement as Exhibit B2. County may disallow any expenses in excess of the adopted operating budget. Contractor shall request, in advance, approval from County for any budgetary changes. Indirect costs are limited to 15% of direct costs for each program and must be allocated in accordance with a cost allocation plan that adheres with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Pursuant to Behavioral Health Information Notice No: 24-047, Subrecipients of federal awards have the option to elect an indirect cost rate limited to either 15% of direct costs, federally negotiated indirect cost rate.
- 4. BHSa MEMBER FLEXIBLE SUPPORT FUNDS.** For Medi-Cal Full Service Partnership (FSP) programs, Contractor will receive a funding allocation to provide members with flexible support for costs including but not limited to housing, items necessary for daily living, and therapeutical support. Contractor shall abide by requirements in Behavioral Wellness Policy and Procedure #19.007 *Flexible Spending Funds* for member flexible support costs. Contractor shall maintain documentation to support member flexible support costs and submit financial statements to County monthly in accordance with Exhibit B MHS, Section 7.B (Monthly Financial Statements) below.
- 5. ACCOUNTING FOR REVENUES.**
- A. Accounting for Revenues.** Contractor shall comply with all County, State, and Federal requirements and procedures, including, but not limited to, those described in California Welfare and Institutions Code (WIC) Sections 5709, 5710 and 14710, relating to the:
1. Determination and collection of patient/member fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP);
 2. Eligibility of patients/members for Medi-Cal, Medicare, private insurance, or other third party revenue, and
 3. Collection, reporting and deduction of all patient/member and other revenue for patients/members receiving services hereunder.

4. For Non-Medi-Cal programs, grants, and any other revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor shall also be accounted for in the Operating Budget.

B. Internal Procedures.

1. Contractor shall maintain internal financial controls which adequately ensure proper billing and collection procedures. Contractor shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort. All fees paid by or on behalf of patients/members receiving services under this Agreement shall be utilized by Contractor only for the delivery of service units specified in the Exhibit A(s) to this Agreement.

2. ADP. (Reserved)

6. REALLOCATION OF PROGRAM FUNDING.

- A. Funding is limited by program to the amount specified in Exhibit B-1-ADP and/or MHS. Contractor cannot move funding between programs without explicit approval by Behavioral Wellness Director or designee. Contractor shall make written application to Behavioral Wellness Director or designee, in advance and no later than April 1 of each Fiscal Year, to reallocate funds as outlined in Exhibit B-1, ADP and/or MHS between programs, for the purpose of meeting specific program needs or for providing continuity of care to its members. Contractor's application shall include a narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining impact of the reallocation as may be applicable to future years. The Behavioral Wellness Director's or designee decision of whether to allow the reallocation of funds shall be in writing to Contractor prior to implementation by Contractor. The Behavioral Wellness Director or designee also reserves the right to reallocate between programs in the year-end settlement and will notify Contractor of any reallocation during the settlement process.

7. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

A. Submission of Claims and Invoices.

1. Alcohol and Drug Program. (Reserved)

2. Mental Health Programs.

- i. Submission of Claims for Medi-Cal Services. Services are to be entered into SmartCare based on timeframes prescribed in the Behavioral Wellness Clinical Documentation Manual. Late service data and claims may only be submitted in accordance with State and federal regulations. Behavioral Wellness shall provide to Contractor a report that: i) summarizes the Medi-Cal services

approved to be claimed for the month, multiplied by the negotiated fee in effect at the time of service, ii) states the amount owed by County, and iii) includes the Agreement number.

- a. Contractor agrees that it shall be solely liable and responsible for all data and information submitted to the County and submitted by the County to the State on behalf of Contractor.
- b. If any services in the monthly Medi-Cal claim for the Contractor are denied by DHCS then these will be deducted from the subsequent monthly claim at the same value for which they were originally claimed. In the event that the State denies payment for services provided under this contract and such denial is later determined to be the result of inappropriate adjudication by the State, the County reserves the right to issue a credit to the Contractor for the denied services at the rates identified in Exhibit B-1 and B-2 MHS.

ii. Submission of Claims for Medicare Services.

- a. **Provider Enrollment.** Contractors that provide service to members that are eligible for both Medicare and Medi-Cal (AKA Medi-Medi) shall have Medicare eligible practitioner types enrolled in the Medicare program. The following are Medicare eligible licensed practitioners that provide service to County programs in this Agreement and must be enrolled in the Medicare program: Marriage and Family Therapist, Clinical Psychologist, Clinical Social Worker, Professional Clinical Counselor, Nurse Practitioner, Physician Assistant, and Medical Doctor. If any of the Contractor's eligible licensed practitioners have submitted a Medicare "Opt-Out" affidavit and are therefore opted-out of Medicare, these practitioners' services cannot be billed to Medicare and are not billable to Medi-Cal. *Opted-Out Medicare eligible practitioners are therefore ineligible service providers for Medi-Medi members.*
- b. **Medi-Medi.** The County won't assume financial responsibility or reimburse for services provided to Medi-Medi members by ineligible service providers due to opting out of Medicare.
- c. **Member Medicare Eligibility.** Contractor is responsible for identifying Medicare as a payor in the SmartCare EHR system. County only assumes financial responsibility for members that are dual eligible for Medicare and Medi-Cal. Services provided to members who have only Medicare, but not Medi-Cal are not eligible for reimbursement under this Agreement.

- d. Claims Adjudication.** For Medi-Medi member services, Contractor has the option to claim services to the Medicare fiscal intermediary directly or have the County process dual eligible claims on their behalf. If Contractor chooses to bill Medicare directly, Contractor is solely responsible to ensure proper Medicare registration and maintenance of such. Contractor shall notify Behavioral Wellness Fiscal within 30 days of the beginning of the contract term whether they want County to bill Medicare on their behalf. If the Contractor opts to bill the Medicare fiscal intermediary directly then they shall provide the County with Medicare claim(s) adjudication data which would allow the County to submit a crossover claim to the State Department of Health Care Services for the Medi-Cal adjudication and payment. If Contractor opts to bill Medicare directly then the claims adjudication data would be due monthly to Behavioral Wellness within 15 days following the close of each month.
- e. Submission of Claims for Medicare Services.** For Medi-Medi member services, services are to be entered into the SmartCare EHR system based on timeframes prescribed in the Behavioral Wellness Clinical Documentation Manual. Late service data and claims may only be submitted in accordance with State and federal regulations. Contractor agrees that it shall be solely liable and responsible for all data and information submitted to the County and submitted by the County to the State on behalf of Contractor.
- f. Claims Processing and Payment.** Services provided to members who are eligible for Medicare and Medi-Cal (Medi-Medi) will be claimed based on the guidelines outlined in the DHCS Billing Manual and Centers for Medicare & Medicaid Services (CMS) guidance. Contractor will be reimbursed for dual eligible members at the Medi-Cal fee-for-service rates in the Exhibit B-3 consistent with the payment terms for Medi-Cal approved services. The Medicare payment received by the County will be reported to DHCS within the subsequent Medi-Cal claim, thereby reducing the charge to Medi-Cal by the paid Medicare amount. County will issue a single payment for the service, at the fee-for-service rate in Exhibit B-2. Alternatively, if Contractor bills Medicare directly, then the Medicare payment received by the contractor must be offset from the fee-for-service rates paid by the County or remitted to the County. Services for members with Medicare coverage only (not Medi-Medi) shall not be entered into SmartCare EHR, nor processed or paid by County. The fee schedule in

Exhibit B-3 is therefore not applicable for Medicare only members. The Contractor is therefore solely responsible to follow all CMS regulations and provisions that govern Medicare member deductibles, co-pays and payments for services.

iii. Submission of Claims for Non Medi-Cal Programs. Contractor shall submit a written invoice within 15 calendar days of the end of the month in which non-Medi-Cal services are delivered that: i) depicts the actual costs of providing the services less any applicable revenues, ii) states the amount owed by County, and iii) includes the Agreement number and signature of Contractor’s authorized representative. Invoices shall be delivered to the designated representative or address described in Section 7.A.1.i (Submission of Claims for Medi-Cal Services) of this Exhibit B ADP/MHS. Actual cost is the actual amount paid or incurred, including direct labor and costs supported by financial statements, time records, invoices, and receipts.

B. Timing of Payment. The Program Contract Maximums specified in Exhibit B-1-MHS and this Exhibit B ADP/MHS are intended to cover services during the entire term of the Agreement, unless otherwise specified in the Exhibit A(s) to this Agreement (such as time-limited or services tied to the school year). Under no circumstances shall Contractor cease services prior to June 30 due to an accelerated draw down of funds earlier in the Fiscal Year. Failure to provide services during the entire term of the Agreement may be considered a breach of contract and subject to the Termination provisions specified in the Agreement.

1. The Behavioral Wellness Director or designee shall review the monthly claim(s) and invoices to confirm accuracy of the data submitted. County shall make payment for approved Medi-Cal claims within 30 calendar days of the generation of said claim(s) by County subject to the contractual limitations set forth in this Agreement and all exhibits hereto. Non-Medi-Cal programs will be paid within 30 days of the receipt of a complete invoice and all requested supporting documentation. Any fee-for-service Medi-Cal services that are not claimed during the fiscal year and require corrections and/or rebilling will be paid after Medi-Cal claiming for the period has concluded, which may be up to 12 months following the end of the fiscal year.

C. Monthly Financial Statements. For Non-Medi-Cal programs and costs, within 15 calendar days of the end of the month in which services are delivered, Contractor shall submit monthly financial statements reflecting the previous month’s and cumulative year to date direct and indirect costs and other applicable revenues for Contractor’s programs described in the Exhibit A(s).

D. Withholding of Payment for Non-submission of Service Data and Other Information.

If any required service data, invoice, financial statement or report is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Behavioral Wellness Director or designee. Behavioral Wellness Director or designee shall review such submitted service data within 60 calendar days of receipt.

E. Withholding of Payment for Unsatisfactory Clinical Documentation.

Behavioral Wellness Director or designee shall have the option to deny payment for services when documentation of clinical services does not meet minimum Federal, State and County written standards. County may also deny payment for services that are provided without a current member service plan when applicable authorities require a plan to be in place.

F. Claims Submission Restrictions.

1. Alcohol and Drug Program (Reserved)

2. Mental Health 12-Month Billing Limit. Unless otherwise determined by State or federal regulations (e.g. Medi-Medi cross-over), all original (or initial) claims for eligible individual persons under this Agreement must be received by County within 12 months from the month of service to avoid denial for late billing.

3. No Payment for Services Provided Following Expiration/ Termination of Agreement. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

G. Claims Certification and Program Integrity.

1. Contractor shall certify that all services entered by Contractor into County's EHR for any payor sources covered by this Agreement are true and accurate to the best of Contractor's knowledge.

H. Overpayments. If the Contractor discovers an overpayment, Contractor must notify the County in writing of the reason for the overpayment. Any overpayments of

contractual amounts must be returned via direct payment within 30 calendar days to the County after the date on which the overpayment was identified. County may withhold amounts from future payments due to Contractor under this Agreement or any subsequent agreement if Contractor fails to make direct payment within the required timeframe.

8. REPORTS.

- A. Audited Financial Reports.** If the Contractor is reimbursed on a cost basis or receives any funding that is subject to audit requirements, whether under federal, state, grant, or other applicable funding guidelines, the Contractor shall obtain an annual independent financial statement audit. A copy of the audit report shall be submitted to the County within 30 calendar days of the Contractor's receipt of the final audit report.
- B.** If the Contractor voluntarily obtains an independent financial statement audit, even when not required by the terms of this Agreement or applicable funding guidelines, the Contractor shall also provide a copy of the final audit report to the County within 30 calendar days of receipt.
- C. Single Audit Report.** If Contractor is required to perform a single audit and/or program specific audit, per the requirements of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards, Contractor shall submit a copy of such single audit to County within 30 days of receipt. Subrecipients of federal awards must also submit a copy of their Single Audit Certification indicated whether they are subject to this requirement within 60 days after the end of the fiscal year.
- D. Alcohol Drug Program. (Reserved)**

9. CONTINGENCY PAYMENT PROVISIONS.

A. Contingency Invoicing Plan (CIP).

If the SmartCare EHR system causes delays or challenges to the extent that services cannot be claimed (and paid to the provider) within 45 days of the service month-end, the County will activate the Contingency Invoicing Plan (CIP) outlined below:

- 1. Notification and Submission.** Within 4 calendar days of determining that claiming will be delayed beyond the standard claiming window, the County will initiate the CIP.
- 2. Payment.** County shall issue payment based on the average value of Medi-Cal claims for the three-month period preceding initiation of the CIP. If sufficient claims data is not available, County shall instead issue payment equal to one-

twelfth (1/12) of the Medi-Cal Patient Revenue contract allocation as specified in Exhibit B-1 MHS.

- 3. Resolution and Adjustment.** If the EHR delays or challenges are resolved during the invoice processing period, payment will be based on the services claimed in the system instead of the CIP protocol. Any payments made under the CIP will be reconciled back to actual claimed services once the system claiming functionality is fully validated, and claiming issues are resolved.
- 4. Monthly Determination.** The decision on whether to use CIP will be made by the Director of the Department of Behavioral Wellness or designee in his or her sole discretion on a monthly basis, considering the prevailing circumstances.

10. GENERAL FISCAL AUDIT REQUIREMENTS.

- A.** In addition to the requirements identified below, the Contractor and its subcontractors are required to meet the audit requirements as delineated in Exhibit C General Terms and Conditions and Exhibit D, Paragraph 7 of the Integrated Intergovernmental Agreement, the State Performance Agreement and Substance Use Block Grant.
- B.** All expenditures of county realignment funds, state and federal funds furnished to the Contractor and its subcontractors pursuant to this Agreement are subject to audit by DHCS. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of 45 C.F.R., Part 75, Subpart F and/or any independent Contractor audits or reviews. Objectives of such audits may include, but are not limited to, the following:
 - 1.** To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting.
 - 2.** To validate data reported by the Contractor for prospective contract negotiations.
 - 3.** To provide technical assistance in addressing current year activities and providing recommendations on internal controls, accounting procedures, financial records, and compliance with laws and regulations.
 - 4.** To determine the cost of services, net of related patient and participant fees, third party payments, and other related revenues and funds.
 - 5.** To determine that expenditures are made in accordance with applicable state and federal laws and regulations and contract requirements.
 - 6.** To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Agreement objectives.

- C. Unannounced visits to the Contractor and/or its subcontractors may be made at the discretion of DHCS.
- D. The refusal of the Contractor or its subcontractors to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part constitutes an express and immediate material breach of this Agreement and will be sufficient basis to terminate the Agreement for cause or default.
- E. Reports of audits conducted by DHCS shall reflect all findings, recommendations, adjustments and corrective actions as a result of its finding in any areas.
- F. Contractor and its subcontractors, if any, shall include in any contract with an audit firm a clause to permit access by DHCS to the working papers of the external independent auditor, and require that copies of the working papers shall be made for DHCS at its request.

11. SUBSTANCE USE BLOCK GRANT. (Reserved)

12. AUDITS AND AUDIT APPEALS.

- A. **Audit by Responsible Auditing Party.** At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and federal law, authorized representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the alcohol and drug program and/or mental health services/activities provided under this Agreement.
- B. **Settlement.** Settlement of the audit findings will be conducted according to the Responsible Auditing Party's procedures in place. In the case of a State Medi-Cal audit, the State and County will perform a post-audit Drug Medi-Cal and/or Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County Behavioral Wellness will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County Behavioral Wellness. If an audit adjustment is appealed then the County may, at its own discretion, notify Contractor but stay collection of amounts due until resolution of the State administrative appeals process.
- C. **Invoice for Amounts Due.** County shall issue an invoice to Contractor for any amount due to the County after the Responsible Auditing Party issues an audit report. The

amount on the County invoice is due by Contractor to County 30 calendar days from the date of the invoice.

- D. **Appeal.** Contractor may appeal any such audit findings in accordance with the audit appeal process described in the Section 14171 of the WIC and 22 C.C.R. Section 51022.

13. LOSS OF FEDERAL AUTHORITY.

- A. Should any part of the scope of work under this Contract relate to a state program receiving Federal Financial Participation (FFP) that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which Center for Medicare & Medicaid Services (CMS) has withdrawn federal authority, or which is the subject of a legislative repeal), Contractor must do no work on that part after the effective date of the loss of such program authority. County will adjust payments that are specific to any state program or activity receiving FFP that is no longer authorized by law.
- B. If Contractor works on a state program or activity receiving FFP that is no longer authorized by law after the date the legal authority for the work ends, Contractor will not be paid for that work.
- C. If County has paid Contractor in advance to work on a no-longer authorized state program or activity receiving FFP and under the terms of this Contract the work was to be performed after the date the legal authority ended, the payment for that work shall be returned to the County.
- D. If Contractor worked on a state program or activity receiving FFP prior to the date legal authority ended for that state program or activity, and County paid Contractor for that work, Contractor may keep the payment for that work even if the payment was made after the date the state program or activity receiving FFP lost legal authority.
- E. County will attempt to provide Contractor with timely notice of the loss of program authority, however, failure by County to provide notice of the loss of program authority shall not constitute a basis for Contractor to retain payments made for work performed following the date of the loss of program authority.

EXHIBIT B(S)
FINANCIAL PROVISIONS
MHS

**EXHIBIT B-1 MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM
CRISIS RESPITE RESIDENTIAL HOUSES AND
MCMILLAN RANCH**

(Applicable to programs described in Exhibits A-4-A-5)

Table Follows on Next Page

**EXHIBIT B-1 MH
DEPARTMENT OF BEHAVIORAL WELLNESS
SCHEDULE OF RATES AND CONTRACT MAXIMUM**

CONTRACTOR NAME:

Telecare

FISCAL YEAR: 2026-2028

Contracted Service	Service Type	Provider Group	Practitioner Type (5)	Rate (Avg. Direct Bill rate)	Medi-Cal Target	Medi-Cal Contract Allocation
Medi-Cal Billable Services	24-Hour Services	24-Hour Services	Adult Crisis Residential	\$525.00	6,136	\$3,221,400
			Adult Residential	\$260.00	3,364	\$874,640
	Outpatient Services Fee-For-Service	Non-Prescriber	Licensed Vocational Nurse	\$148.58	N/A	\$ 90,000
			Technician	\$127.38	N/A	
		Behavioral Health Provider	LPHA / Assoc. LPHA	\$181.22	N/A	
			Peer Specialist	\$143.16	N/A	
			Community Mental Health Worker	\$139.75	N/A	
			Rehabilitation Specialists & Other Qualified Providers	\$136.35	N/A	
						\$4,186,040

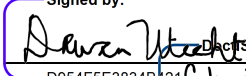
Contracted Service	Service Type	Program(s)	Reimbursement Method	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Outpatient Non-Medi-Cal Residential Services (1)	(Approximately 5% of Medi-Cal Patient Revenue Residential- McMillan; 10% of Medi-Cal Patient Revenue Residential- Carmen and Agnes)	Fee-For-Service	\$519,045
	Board and Care - Indigent Clients (4)	McMillan Ranch	SSI Rate	\$35,000
				\$554,045

Total Contract Maximum **\$4,740,085**

Contract Maximum by Program & Estimated Funding Sources						Total
Funding Sources (2)	PROGRAM(S)					
	McMillan Ranch	Agnes Avenue Crisis Residential Treatment	Carmen Lane Crisis Residential Treatment			
Medi-Cal Patient Revenue Adult & Crisis Residential (3)	\$ 874,640	\$ 1,483,125	\$ 1,738,275			\$ 4,096,040
Medi-Cal Patient Revenue Outpatient (3)	\$ 70,000	\$ 30,000	\$ 30,000			\$ 130,000
BHSA Non-Medi-Cal Services	\$ 46,020	\$ 164,850	\$ 308,175			\$ 519,045
BHSA Board and Care (Housing)	\$ 35,000	\$ -	\$ -			\$ 35,000
TOTAL CONTRACT PAYABLE PER FY:	\$ 1,025,660	\$ 1,677,975	\$ 2,076,450	\$ -	\$ -	\$ 4,780,085
TOTAL CONTRACT PAYABLE FY 26-28:	\$ 2,051,320	\$ 3,355,950	\$ 4,152,900	\$ -	\$ -	\$ 9,560,170

Signed by:

CONTRACTOR SIGNATURE:

 Signed by: Christie Boyer
D954F5E3834B4211

FISCAL SERVICES SIGNATURE:

(1) Outpatient Non-Medi-Cal service allocation is intended to cover services provided to Non-Medi-Cal client services at the same Fee-For-Service rates as noted for Medi-Cal clients.

(2) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

(3) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, BHSA, General Fund, Grants, Other Departmental Funds and SB 163.

(4) The board and care allocation is intended to cover the costs of indigent clients at the SSI rate which is currently \$1,444.07 per month. Rate may be adjusted in January of each year to match State/Federal schedules. Contractor shall confirm client indigent status with County prior to placement in an indigent bed for costs to be reimbursable. Director or designee has the right to reallocate flexible funds between adult residential facilities and/or reallocate additional funds from other funding sources, subject to the contract maximum, should board and care costs exceed the amount estimated in the Exhibit B-1.

(5) Refer to taxonomy codes in Exhibit B-3 for billable practitioner types within each provider group.

**EXHIBIT B-1 MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM
FULL-SERVICE PARTNERSHIP (FSP)
SANTA MARIA FSP JULY 1, 2026-DECEMBER 31, 2026**

(Applicable to program described in Exhibit A-6)

Table Follows on Next Page

**EXHIBIT B-1 MH
DEPARTMENT OF BEHAVIORAL WELLNESS
SCHEDULE OF RATES AND CONTRACT MAXIMUM**

CONTRACTOR NAME:

Telecare

FISCAL YEAR: 2026-27

Contracted Service	Service Type	Provider Group	Practitioner Type (5)	Rate (Avg. Direct Bill rate)	Medi-Cal Contract Allocation
Medi-Cal Billable Services	Outpatient Services Fee-For-Service	Prescriber	Psychiatrist	\$891.30	\$1,003,135
			Physician's Assistant	\$499.67	
			Nurse Practitioner & Certified Nurse Specialist	\$554.02	
		Non-Prescriber	Registered Nurse	\$452.54	
			Licensed Vocational Nurse	\$237.73	
			Licensed Psychiatric Technician	\$203.80	
		Behavioral Health Provider	Psychologist/ Pre-licensed Psychologist	\$448.06	
			LPHA / Assoc. LPHA / LCSW	\$289.95	
			Peer Specialist	\$229.06	
			Rehabilitation Specialists & Other Qualified Providers	\$218.15	
					\$1,003,135

Contracted Service	Service Type	Program(s)	Reimbursement Method	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Outpatient Non-Medi-Cal Services (1)	(2% for Santa Maria AOA-FSP)	Fee-For-Service	\$20,063
	Client Flexible Funds (2)	Santa Maria AOA-FSP	Cost Reimbursement	\$25,000
				\$45,063

\$1,048,198

Contract Maximum by Program & Estimated Funding Sources					Total
Funding Sources (3)	PROGRAM(S)				
		Santa Maria AOA-FSP			
Medi-Cal Patient Revenue (4)	\$ 1,003,135				\$ 1,003,135
BHSA Non-Medi-Cal Services	\$ 20,063				\$ 20,063
BHSA Client Flexible Support	\$ 25,000				\$ 25,000
TOTAL CONTRACT PAYABLE 26-27	\$ 1,048,198				\$ 1,048,198

Signed by:

CONTRACTOR SIGNATURE:

 DocuSigned by:
D954F5E3834B421... 

FISCAL SERVICES SIGNATURE:

- Outpatient Non-Medi-Cal service allocation is intended to cover services provided to Non-Medi-Cal client services at the same Fee-For-Service rates as noted for Medi-Cal clients.
- Client flexible support costs must comply with Behavioral Wellness policy guidelines. Supporting documentation is to be maintained by the contractor with costs tracked separately and monthly financial statements submitted.
- The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.
- Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, BHSA, General Fund, Grants, Other Departmental Funds and SB 163.
- Refer to taxonomy codes in Exhibit B-3 for billable practitioner types within each provider group.

**EXHIBIT B-1 MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM
HOUSING ASSISTANCE AND RETENTION TEAM (HART) SUPPORT SERVICES
JULY 1, 2026-JUNE 30, 2027**

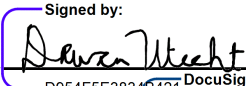
(Applicable to program described in Exhibit A-7)

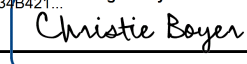
CONTRACTOR NAME: Telecare 2026-2027

Contracted Service	Service Type	Reimbursement Method	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Housing And Retention Team (HART)	Cost Reimbursement	\$ 728,535
			\$728,535

	PROGRAM(S)		
	Santa Barbara HART Peer Support Services		TOTAL

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (1)			
MHSA INNOVATIONS FUNDING	\$ 728,535		\$ 728,535
OTHER (LIST):			\$ -
TOTAL CONTRACT PAYABLE:	\$ 728,535	\$ -	\$ 728,535

CONTRACTOR SIGNATURE: 
Signed by: Dawn Utecht
D954F5E3834B421...

FISCAL SERVICES SIGNATURE: 
DocuSigned by: Christie Boyer
96D40AB0C0AD408...

(1) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

**EXHIBIT B-2 ADP/MHS
ENTITY BUDGET BY PROGRAM
HOUSING ASSISTANCE AND RETENTION TEAM (HART) SUPPORT SERVICES
JULY 1, 2026-JUNE 30, 2027**

(Applicable to program described in Exhibit A-7)

Housing Assistance & Retention Team (HART)

AGENCY NAME: Telecare Corporation

COUNTY FISCAL YEAR: FY 26-27

LINE #	COLUMN #	1	2	7
	I. REVENUE SOURCES:		COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Santa Barbara HART Peer Support Services (FY26-27)
1	Contributions		\$ -	
2	Foundations/Trusts		\$ -	
3	Miscellaneous Revenue		\$ -	
4	Behavioral Wellness Funding		\$ 728,535	\$ 728,535
5	Other Government Funding		\$ -	
6	Total Other Revenue		\$ 728,535	\$ 728,535
	II. Client and Third Party Revenues:			
7	Client Fees		-	
8	SSI		-	
9	Total Client and Third Party Revenues		\$ -	\$ -
10	GROSS PROGRAM REVENUE BUDGET		\$ 728,535	\$ 728,535

Second half of table follows on next page.

**EXHIBIT B-2 MHS ENTITY BUDGET BY PROGRAM
HOUSING ASSISTANCE AND RETENTION TEAM (HART) SUPPORT SERVICES
JULY 1, 2026-JUNE 30, 2027 (CONTINUED)**

III. DIRECT COSTS		COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Santa Barbara HART Peer Support Services (FY26-27)
III.A. Salaries and Benefits Object Level			
11	Salaries (Complete Staffing Schedule)	\$ 350,605	\$ 350,605
12	Employee Benefits	\$ 74,225	\$ 74,225
13	Payroll Taxes	\$ 30,674	\$ 30,674
14	Salaries and Benefits Subtotal	\$ 455,505	\$ 455,505
III.B Services and Supplies Object Level			
15	Equipment Depreciation and Maintenance	\$ 1,637	\$ 1,637
16	Medical, Dental and Laboratory Supplies	\$ 598	\$ 598
17	Membership Dues	\$ -	\$ -
18	Equipment Rental and Lease	\$ 4,320	\$ 4,320
19	Food	\$ 3,794	\$ 3,794
20	Training	\$ 3,030	\$ 3,030
21	Telephone/Communications	\$ 11,090	\$ 11,090
22	Insurance	\$ 7,836	\$ 7,836
23	Maintenance - Structures, Improvements, and Grounds	\$ 7,569	\$ 7,569
24	Office Expense	\$ 10,554	\$ 10,554
25	Rents & Leases - Land, Structure, and Improvements	\$ 36,283	\$ 36,283
26	Taxes and Licenses	\$ 341	\$ 341
27	Utilities	\$ 3,466	\$ 3,466
28	Professional and Special Services	\$ 10,555	\$ 10,555
29	Transportation	\$ 18,216	\$ 18,216
30	Vehicle Lease	\$ 11,429	\$ 11,429
31	Travel	\$ 1,249	\$ 1,249
32	Other / Miscellaneous / Supplies	\$ 8,535	\$ 8,535
33	Services and Supplies Subtotal	\$ 140,502	\$ 140,502
34	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)	\$ 37,500	\$ 37,500
35	SUBTOTAL DIRECT COSTS	\$ 633,507	\$ 633,507
36	IV. INDIRECT COSTS		
37	Administrative Indirect Costs (Reimbursement limited to 15%)	\$ 95,028	\$ 95,028
38	GROSS DIRECT AND INDIRECT COSTS	\$ 728,535	\$ 728,535

**EXHIBIT B-3 MHS
 ENTITY RATES AND CODES BY SERVICE TYPE
 CRISIS RESPITE RESIDENTIAL HOUSE(S) AND
 MCMILLAN RANCH**

(Applicable to programs described in Exhibits A-4 – A-5)

ADULT CRISIS & RESIDENTIAL

**Exhibit B-3
 Adult & Crisis Residential**

Code	Code Description	Code Type	Time Associated with Code for Purposes of Rate	Daily Rate
H0018	Adult Crisis Residential	24 Hour Service	1 Day (24 hour service)	\$525.00
H0019	Adult Residential	24 Hour Service	1 Day (24 hour service)	\$260.00

BEHAVIORAL HEALTH PROVIDER FEES (ADULT & CRISIS RESIDENTIAL FACILITIES)

Behavioral Health & Non Prescriber Provider Fees (Adult & Crisis Residential Facilities)

Provider type	Hourly Rate (Avg. Direct Bill rate)	Taxonomy Codes
LPHA	\$181.22	1012, 101Y, 102X, 103K, 106H, 1714, 222Q, 225C, 2256
LCSW	\$181.22	106E, 1041
Licensed Vocational Nurse	\$148.58	164W, 164X
Licensed Psychiatric Technician	\$127.38	106S, 167G, 3747
Peer Recovery Specialist	\$143.16	175T
Mental Health Rehab Specialist	\$136.35	174H, 1837, 2217, 224Y 224Z, 2254, 225A, 2263, 246Y, 246Z, 2470, 374T, 376K
Community Health Worker	\$139.75	172V
Other Qualified Providers	\$136.35	171R, 3726, 373H, 374U, 376J

Code (1)	Code Description	Code Type	Time Associated with Code (Mins) for Purposes of Rate
98960	Education and training for patient self-management by a qualified, nonphysician health care professional using a standardized curriculum, face-to-face with the patient(may include caregiver/family) each 30 minutes; individual patient	Community Health Worker	30
98961	Education and training for patient self-management by a qualified, nonphysician health care professional using a standardized curriculum, face-to-face with the patient(may include caregiver/family) each 30 minutes; 2-4 patients	Community Health Worker	30
98962	Education and training for patient self-management by a qualified, nonphysician health care professional using a standardized curriculum, face-to-face with the patient(may include caregiver/family) each 30 minutes; 5-8 patients	Community Health Worker	30

Table concludes on next page.

EXHIBIT B-3 MHS ENTITY RATES AND CODES BY SERVICE TYPE BEHAVIORAL HEALTH PROVIDER FEES (ADULT & CRISIS RESIDENTIAL FACILITIES) (CONTINUED)

G0019	Community health services to address social determinants of health (SDOH) needs that are significantly limiting the ability to diagnose or treat problems. SDOH may include income, education, language, access to health care, and other factors.	Referral & Linkage	60
G0022	Community health services to address social determinants of health (SDOH) needs that are significantly limiting the ability to diagnose or treat problems. SDOH may include income, education, language, access to health care, and other factors; additional 30 min	Referral & Linkage	30
H0033	Medication administration, direct observation, 15 minutes	Medication Support	15
H0034	Medication training and support, 15 minutes	Medication Support	15
H0034	Medication training and support, 15 minutes	Medication Support	15
H2011	Crisis intervention service, 15 minutes (not separately billable in a CRT setting)	Crisis	15
T1017	Targeted case management, 15 minutes	Referral & Linkage	15
H0025	Behavior health prevention education service (delivery of services with target population to affect knowledge, attitude and/or behavior) [Peer Support group session], 15 minutes	Peer Support	15
H0038	Self-help/peer services (individual) 15 minutes	Peer Support	15

(1) The State Department of Health Care Services (DHCS) routinely updates CPT and HCPC codes. Refer to the DHCS County Claims Customer Services Library 'Specialty Mental Health Services Table' online at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx> for a complete list of codes and associated billing requirements.

(2) Provider taxonomy codes are identified in the Short Doyle Medi-Cal Billing Manual at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx> and are routinely updated by DHCS.

(3) The billing codes listed above reflect those generally applicable to Adult and Crisis Residential Facilities; however, this list is not intended to be exhaustive or limiting. Additional billing codes may be utilized under this Agreement, provided the services are within the scope of work and are allowable for Adult and Crisis Residential Facilities in accordance with the Specialty Mental Health Services Table, as published online in the DHCS Library at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>.

**EXHIBIT B-3 MHS
ENTITY RATES AND CODES BY SERVICE TYPE
FULL-SERVICE PARTNERSHIP (FSP)
SANTA MARIA FSP**

(Applicable to program described in Exhibit A-6)

BEHAVIORAL HEALTH PROVIDER FEES

Behavioral Health Provider Fees (Santa Maria AOA-FSP)

Provider type	Hourly Rate (Avg. Direct Bill rate)	Taxonomy Codes
Psychologist/ Pre-licensed Psychologist	\$448.06	102L, 103G, 103T
LPHA	\$289.95	1012, 101Y, 102X, 103K, 106H, 1714, 222Q, 225C, 2256
LCSW	\$289.95	106E, 1041
Peer Specialist	\$229.06	175T
Mental Health Rehab Specialist	\$218.15	146D, 146L, 146M, 146N, 171M, 174H, 1837, 2217, 224Y, 224Z, 2254, 2258, 225A, 2260, 2263, 246Y, 246Z, 2470, 274K, 374T, 376K, 3902, 4053
Other Qualified Providers	\$218.15	171R, 172V, 3726, 373H, 374U, 376J

Code (1)	Code Description	Code Type	Time Associated with Code (Mins) for Purposes of Rate
90785	Interactive Complexity	Supplemental Service Codes	Occurrence
90791	Psychiatric Diagnostic Evaluation, 15 Minutes	Assessment Codes	15
90832	Psychotherapy, 30 Minutes with Patient	Therapy Codes	27
90834	Psychotherapy, 45 Minutes with Patient	Therapy Codes	45
90837	Psychotherapy, 60 Minutes with Patient	Therapy Codes	60
90839	Psychotherapy for Crisis, First 30-74 Minutes 84	Crisis Intervention Codes	52
90840	Psychotherapy for Crisis, Each Additional 30 Minutes	Crisis Intervention Codes	30

Table continues on next page.

**EXHIBIT B-3 MHS ENTITY Rates and Codes by Service Type FULL-SERVICE PARTNERSHIP (FSP) SANTA MARIA
FSP BEHAVIORAL HEALTH PROVIDER FEES (Continued)**

90845	Psychoanalysis, 15 Minutes	Therapy Codes	15
90847	Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	Therapy Codes	50
90849	Multiple-Family Group Psychotherapy, 15 Minutes	Therapy Codes	15
90853	Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	Therapy Codes	15
90885	Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	Assessment Codes	15
90887	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Supplemental Service Codes	15
96105	Assessment of Aphasia, per Hour	Assessment Codes	60
96110	Developmental Screening, 15 Minutes	Assessment Codes	15
96112	Developmental Testing, First Hour	Assessment Codes	60
96113	Developmental Testing, Each Additional 30 Minutes	Assessment Codes	30
96116	Neurobehavioral Status Exam, First Hour	Assessment Codes	60
96121	Neurobehavioral Status Exam, Each Additional Hour	Assessment Codes	60
96125	Standardized Cognitive Performance Testing, per Hour	Assessment Codes	60
96127	Brief Emotional/Behavioral Assessment, 15 Minutes	Assessment Codes	15
96130	Psychological Testing Evaluation, First Hour	Assessment Codes	60
96131	Psychological Testing Evaluation, Each Additional Hour	Assessment Codes	60
96132	Neuropsychological Testing Evaluation, First Hour	Assessment Codes	60
96133	Neuropsychological Testing Evaluation, Each Additional Hour	Assessment Codes	60
96136	Psychological or Neuropsychological Test Administration, First 30 Minutes	Assessment Codes	30
96137	Psychological or Neuropsychological Test Administration, Each Additional 30 Minutes	Assessment Codes	30
96146	Psychological or Neuropsychological Test Administration, 15 Minutes	Assessment Codes	15
96161	Caregiver Assessment Administration of Care-Giver Focused Risk Assessment, 15 Minutes	Supplemental Service Codes	15
98966	Telephone Assessment and Management Service, 5-10 Minutes	Assessment Codes	8
98967	Telephone Assessment and Management Service, 11-20 Minutes	Assessment Codes	16
98968	Telephone Assessment and Management Service, 21-30 Minutes	Assessment Codes	26
99366	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non-Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	Plan Development Codes	60
99368	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non-Physician. Patient and/or Family Not Present. 30 Minutes or More	Plan Development Codes	60
99484	Care Management Services for Behavioral Health Conditions, Directed by Physician. At Least 20 Minutes	Plan Development Codes	60
G2212	Prolonged Outpatient Service beyond the Maximum Time; Each Additional 15 Minutes (<i>automatically added by SmartCare as appropriate</i>)	Add-on Code	15

Table concludes on next page.

**EXHIBIT B-3 MHS ENTITY Rates and Codes by Service Type FULL-SERVICE PARTNERSHIP (FSP) SANTA MARIA
FSP BEHAVIORAL HEALTH PROVIDER FEES (Continued)**

H0025	Behavioral health prevention education service (delivery of services with target population to affect knowledge, attitude and/or behavior)	Peer Support Services Codes	15
H0031	Mental Health Assessment by Non- Physician, 15 Minutes	Assessment Codes	15
H0032	Mental Health Service Plan Developed by Non-Physician, 15 Minutes	Plan Development Codes	15
H0033	Oral Medication Administration, Direct Observation, 15 Minutes	Medication Support Codes	15
H0038	Self-help/peer services per 15 minutes	Peer Support Services Codes	15
H2000	Comprehensive Multidisciplinary Evaluation, 15 Minutes	Assessment Codes	15
H2011	Crisis Intervention Service, per 15 Minutes	Crisis Intervention Codes	15
H2017	Psychosocial Rehabilitation, per 15 Minutes	Rehabilitation Codes	15
H2019	Therapeutic Behavioral Services, per 15 Minutes	Therapeutic Behavioral Services	15
H2021	Community-Based Wrap-Around Services, per 15 Minutes 129	Rehabilitation Codes	15
T1013	Sign Language or Oral Interpretive Services, 15 Minutes	Supplemental Service Codes	15
T1017	Targeted Case Management, Each 15 Minutes	Referral Codes	15

(1) The State Department of Health Care Services (DHCS) routinely updates CPT and HCPC codes. Refer to the DHCS County Claims Customer Services Library 'Specialty Mental Health Services Table' online at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx> for a complete list of codes and associated billing requirements.

NON-PRESCRIBER FEES

This page intentionally left blank.

Non-Prescriber Fees (Santa Maria AOA-FSP)

Provider type	Hourly Rate (Avg. Direct Bill rate)	Taxonomy Codes
Registered Nurse	\$452.54	163W, 3675, 376G
Licensed Vocational Nurse	\$237.73	164W, 164X
Licensed Psychiatric Technician	\$203.80	106S, 167G, 3747

Code (1)	Code Description	Code Type	Time Associated with Code (Mins) for Purposes of Rate
90785	Interactive Complexity	Supplemental Service Codes	Occurrence
90887	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Supplemental Service Codes	15
96110	Developmental Screening, 15 Minutes	Assessment Codes	15
96116	Neurobehavioral Status Exam, First Hour	Assessment Codes	60
96121	Neurobehavioral Status Exam, Each Additional Hour	Assessment Codes	60
96127	Brief Emotional/Behavioral Assessment, 15 Minutes	Assessment Codes	15
96138	Psychological or Neuropsychological Test Administration by Technician, First 30 Minutes	Assessment Codes	30
96139	Psychological or Neuropsychological Test Administration, Each Additional 30 Minutes	Assessment Codes	30
96161	Caregiver Assessment Administration of Care- Giver Focused Risk Assessment, 15 Minutes	Supplemental Service Codes	15
96365	Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis, 1-60 Minutes	Medication Support Codes	46
96366	Intravenous Infusion, for Therapy, Prophylaxis, Each Additional 30-60 Minutes past 96365	Medication Support Codes	45
96367	Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis; Additional Sequential Infusion, 1-60 Minutes after 96365	Medication Support Codes	31
96368	Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis; Concurrent Infusion, 15 Minutes	Medication Support Codes	15
96369	Subcutaneous Infusion for Therapy or Prophylaxis, Initial, 15-60 Minutes	Medication Support Codes	38
96370	Subcutaneous Infusion for Therapy or Prophylaxis, Each Additional 30-60 Minutes after 96369	Medication Support Codes	45
96371	Subcutaneous Infusion for Therapy or Prophylaxis, Additional Pump Set-Up, 15 Minutes	Medication Support Codes	15
96372	Therapeutic, Prophylactic, or Diagnostic Injection; Subcutaneous or Intramuscular, 15 Minutes. Do not use this code to indicate administration of vaccines/toxoids or intradermal cancer immunotherapy injection.	Medication Support Codes	15
96373	Therapeutic, Prophylactic, or Diagnostic Injection; Intra- Arterial, 15 Minutes	Medication Support Codes	15
96374	Therapeutic, Prophylactic, or Diagnostic Injection; Intravenous Push, Single or Initial Substance/Drug, 15 Minutes	Medication Support Codes	15

Table concludes on next page.

EXHIBIT B-3 MHS ENTITY Rates and Codes by Service Type FULL-SERVICE PARTNERSHIP (FSP) SANTA MARIA

FSP (Continued) NON-PRESCRIBER FEES

96375	Therapeutic, Prophylactic, or Diagnostic Injection; Each Additional Sequential Intravenous Push of a New Substance/Drug, 15 Minutes	Medication Support Codes	15
96376	Therapeutic, Prophylactic, or Diagnostic Injection; Each Additional Sequential Intravenous Drug Provided in a Facility; Has to be More than 30 Minutes after a Reported Push of the Same Drug, 1- 14 Minutes	Medication Support Codes	15
96377	Application of On- body Injector for Timed Subcutaneous Injection, 15 Minutes	Medication Support Codes	15
99366	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	Plan Development Codes	60
99368	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Patient and/or Family Not Present. 30 Minutes or More	Plan Development Codes	60
99484	Care Management Services for Behavioral Health Conditions, Directed by Physician. At Least 20 Minutes	Plan Development Codes	60
99605	Medication Therapy Management Service(s) Provided by a Pharmacist, Individual, Face-to- Face with New Patient with Assessment and Intervention, 15 Minutes	Medication Support Codes	15
99606	Medication Therapy Management Service(s) Provided by a Pharmacist, Individual, Face-to- Face with Established Patient with Assessment and Intervention, 15 Minutes	Medication Support Codes	15
99607	Medication Therapy Management Service(s) Provided by a Pharmacist, Individual, Face-to- Face with Patient with Assessment and Intervention, each Additional 15 Minutes beyond 99605 or 99606.	Medication Support Codes	15
G2212	Prolonged Outpatient Service beyond the Maximum Time; Each Additional 15 Minutes (<i>automatically added by SmartCare as appropriate</i>)	Add-on Code	15
H0031	Mental Health Assessment by Non- Physician, 15 Minutes	Assessment Codes	15
H0032	Mental Health Service Plan Developed by Non-Physician, 15 Minutes	Plan Development Codes	15
H0033	Oral Medication Administration, Direct Observation, 15 Minutes	Medication Support Codes	15
H0034	Medication Training and Support, per 15 Minutes	Medication Support Codes	15
H2000	Comprehensive Multidisciplinary Evaluation, 15 Minutes	Assessment Codes	15
H2011	Crisis Intervention Service, per 15 Minutes	Crisis Intervention Codes	15
H2017	Psychosocial Rehabilitation, per 15 Minutes	Rehabilitation Codes	15
H2019	Therapeutic Behavioral Services, per 15 Minutes	Therapeutic Behavioral Services	15
H2021	Community-Based Wrap-Around Services, per 15 Minutes 129	Rehabilitation Codes	15
T1001	Nursing Assessment/Evaluation, 15 Minutes	Assessment Codes	15
T1013	Sign Language or Oral Interpretive Services, 15 Minutes	Supplemental Service Codes	15
T1017	Targeted Case Management, Each 15 Minutes	Referral Codes	15

(1) The State Department of Health Care Services (DHCS) routinely updates CPT and HCPC codes. Refer to the DHCS County Claims Customer Services Library 'Specialty Mental Health Services Table' online at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx> for a complete list of codes and associated billing requirements.

PRESCRIBER FEES

Prescriber Fees (Santa Maria AOA-FSP)

Provider type	Hourly Rate (Avg. Direct Bill rate)	Taxonomy Codes
Physician (including Psychiatrist)	\$891.30	202C, 202D, 202K, 204C, 204D, 204E, 204F, 204R, 207K, 207L, 207N, 207P, 207Q, 207R, 207S, 207T, 207U, 207V, 207W, 207X, 207Y, 207Z, 2080, 2081, 2082, 2083, 2084, 2085, 208C, 208D, 208G, 208M, 208U, 208V, 2098, 2086, 2087, 2088
Nurse Practitioner	\$554.02	363L
Physician's Assistant	\$499.67	363A

Code (1)	Code Description	Code Type	Time Associated with Code (Mins) for Purposes of Rate
90785	Interactive Complexity	Supplemental Service Codes	Occurrence
90791	Psychiatric Diagnostic Evaluation, 15 Minutes	Assessment Codes	15
90792	Psychiatric Diagnostic Evaluation with Medical Services, 15 Minutes	Assessment Codes	15
90832	Psychotherapy, 30 Minutes with Patient	Therapy Codes	27
90833	Psychotherapy, 30 Minutes with Patient when Performed with an Evaluation and Management Service	Therapy Codes	27
90834	Psychotherapy, 45 Minutes with Patient	Therapy Codes	45
90836	Psychotherapy, 45 Minutes with Patient when Performed with an Evaluation and Management Service	Therapy Codes	45
90837	Psychotherapy, 60 Minutes with Patient	Therapy Codes	60
90838	Psychotherapy, 60 Minutes with Patient when Performed with an Evaluation and Management Service	Therapy Codes	60
90839	Psychotherapy for Crisis, First 30-74 Minutes 84	Crisis Intervention Codes	52
90840	Psychotherapy for Crisis, Each Additional 30 Minutes	Crisis Intervention Codes	30
90845	Psychoanalysis, 15 Minutes	Therapy Codes	15
90847	Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	Therapy Codes	50
90849	Multiple-Family Group Psychotherapy, 15 Minutes	Therapy Codes	15
90853	Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	Therapy Codes	15
90885	Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	Assessment Codes	15

Table continues on next page.

EXHIBIT B-3 MHS ENTITY Rates and Codes by Service Type FULL-SERVICE PARTNERSHIP (FSP) SANTA MARIA**FSP PRESCRIBER FEES (Continued)**

90887	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Supplemental Service Codes	15
96161	Caregiver Assessment Administration of Care- Giver Focused Risk Assessment, 15 Minutes	Supplemental Service Codes	15
96365	Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis, 1-60 Minutes	Medication Support Codes	46
96366	Intravenous Infusion, for Therapy, Prophylaxis, Each Additional 30-60 Minutes past 96365	Medication Support Codes	45
96367	Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis; Additional Sequential Infusion, 1-60 Minutes after 96365	Medication Support Codes	31
96368	Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis; Concurrent Infusion, 15 Minutes	Medication Support Codes	15
96369	Subcutaneous Infusion for Therapy or Prophylaxis, Initial, 15-60 Minutes	Medication Support Codes	38
96370	Subcutaneous Infusion for Therapy or Prophylaxis, Each Additional 30-60 Minutes after 96369	Medication Support Codes	45
96371	Subcutaneous Infusion for Therapy or Prophylaxis, Additional Pump Set-Up, 15 Minutes	Medication Support Codes	15
96372	Therapeutic, Prophylactic, or Diagnostic Injection; Subcutaneous or Intramuscular, 15 Minutes. Do not use this code to indicate administration of vaccines/toxoids or intradermal cancer immunotherapy injection.	Medication Support Codes	15
96373	Therapeutic, Prophylactic, or Diagnostic Injection; Intra- Arterial, 15 Minutes	Medication Support Codes	15
96374	Therapeutic, Prophylactic, or Diagnostic Injection; Intravenous Push, Single or Initial Substance/Drug, 15 Minutes	Medication Support Codes	15
96375	Therapeutic, Prophylactic, or Diagnostic Injection; Each Additional Sequential Intravenous Push of a New Substance/Drug, 15 Minutes	Medication Support Codes	15
96376	Therapeutic, Prophylactic, or Diagnostic Injection; Each Additional Sequential Intravenous Drug Provided in a Facility; Has to be More than 30 Minutes after a Reported Push of the Same Drug, 1- 14 Minutes	Medication Support Codes	15
96377	Application of On- body Injector for Timed Subcutaneous Injection, 15 Minutes	Medication Support Codes	15
98966	Telephone Assessment and Management Service, 5-10 Minutes	Assessment Codes	8
98967	Telephone Assessment and Management Service, 11-20 Minutes	Assessment Codes	16
98968	Telephone Assessment and Management Service, 21-30 Minutes	Assessment Codes	26
99202	Office or Other Outpatient Visit of New Patient, 15-29 Minutes	Medication Support Codes	22
99203	Office or Other Outpatient Visit of a New patient, 30- 44 Minutes	Medication Support Codes	37
99204	Office or Other Outpatient Visit of a New Patient, 45- 59 Minutes	Medication Support Codes	52

Table continues on next page.

EXHIBIT B-3 MHS ENTITY Rates and Codes by Service Type FULL-SERVICE PARTNERSHIP (FSP) SANTA MARIA

FSP PRESCRIBER FEES (Continued)

99205	Office or Other Outpatient Visit of a New Patient, 60- 74 Minutes	Medication Support Codes	67
99212	Office or Other Outpatient Visit of an Established Patient, 10-19 Minutes	Medication Support Codes	15
99213	Office or Other Outpatient Visit of an Established Patient, 20-29 Minutes	Medication Support Codes	25
99214	Office or Other Outpatient Visit of an Established Patient, 30-39 Minutes	Medication Support Codes	35
99215	Office or Other Outpatient Visit of an Established Patient, 40-54 Minutes	Medication Support Codes	47
99242	Office Consultation for a New or Established Patient. Usually, the Presenting Problem(s) are of Low Severity, 21- 34 Minutes	Therapy Codes	25
99243	Office Consultation for a New or Established Patient. Usually, the Presenting Problem(s) are of Moderate Severity, 35-49 Minutes	Therapy Codes	35
99244	Office Consultation for a New or Established Patient. Usually, the Presenting Problem(s) are of Moderate to High Severity, 50-70 Minutes	Therapy Codes	47
99245	Office Consultation for a New or Established Patient. Usually, the Presenting Problem(s) are of Moderate to High Severity, 71-90 Minutes	Therapy Codes	62
99252	Inpatient Consultation for a New or Established Patient. Usually, the Presenting Problems(s) are of Low Severity, 30- 49 Minutes	Therapy Codes	40
99253	Inpatient Consultation for a New or Established Patient. Usually, the Presenting Problems(s) are of Moderate Severity, 50-69 Minutes	Therapy Codes	52
99254	Inpatient Consultation for a New or Established Patient. Usually, the Presenting Problems(s) are of Moderate to High Severity, 70-90 Minutes	Therapy Codes	70
99255	Office Consultation for a New or Established Patient. Usually, the Presenting Problem(s) are of Moderate to High Severity, 91-130 Minutes	Therapy Codes	87
99341	Home Visit of a New Patient, 15-25 Minutes	Medication Support Codes	22
99342	Home Visit of a New Patient, 26-35 Minutes	Medication Support Codes	45
99344	Home Visit of a New Patient, 51-65 Minutes	Medication Support Codes	67
99345	Home Visit of a New Patient, 66-80 Minutes	Medication Support Codes	82
99347	Home Visit of an Established Patient, 10-20 Minutes	Medication Support Codes	25
99348	Home Visit of an Established Patient, 21-35 Minutes	Medication Support Codes	35
99349	Home Visit of an Established Patient, 36-50 Minutes	Medication Support Codes	50
99350	Home Visit of an Established Patient, 51-70 Minutes	Medication Support Codes	67
99366	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	Plan Development Codes	60
99367	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Physician. Patient and/or Family not Present. 30 Minutes or More	Plan Development Codes	60
99368	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Patient and/or Family Not Present. 30 Minutes or More	Plan Development Codes	60
99441	Telephone Evaluation and Management Service, 5-10 Minutes	Assessment Codes	8

Table concludes on next page.

EXHIBIT B-3 MHS ENTITY Rates and Codes by Service Type FULL-SERVICE PARTNERSHIP (FSP) SANTA MARIA

FSP PRESCRIBER FEES (Continued)

99442	Telephone Evaluation and Management Service, 11-20 Minutes	Assessment Codes	16
99443	Telephone Evaluation and Management Service, 21-30 Minutes	Assessment Codes	26
99451	Inter-Professional Telephone/Internet/ Electronic Health Record Assessment Provided by a Consultative Physician, 5-15 Minutes	Referral Codes	17
99484	Care Management Services for Behavioral Health Conditions, Directed by Physician. At Least 20 Minutes	Plan Development Codes	60
G2212	Prolonged Office or Other Outpatient Evaluation and Management Service(s) beyond the Maximum Time; Each Additional 15 Minutes	Medication Support Codes	15
H0031	Mental Health Assessment by Non- Physician, 15 Minutes	Assessment Codes	15
H0032	Mental Health Service Plan Developed by Non-Physician, 15 Minutes	Plan Development Codes	15
H0033	Oral Medication Administration, Direct Observation, 15 Minutes	Medication Support Codes	15
H0034	Medication Training and Support, per 15 Minutes	Medication Support Codes	15
H2000	Comprehensive Multidisciplinary Evaluation, 15 Minutes	Assessment Codes	15
H2011	Crisis Intervention Service, per 15 Minutes	Crisis Intervention Codes	15
H2017	Psychosocial Rehabilitation, per 15 Minutes	Rehabilitation Codes	15
H2019	Therapeutic Behavioral Services, per 15 Minutes	Therapeutic Behavioral Services	15
H2021	Community-Based Wrap-Around Services, per 15 Minutes 129	Rehabilitation Codes	15
T1001	Nursing Assessment/Evaluation, 15 Minutes	Assessment Codes	15
T1013	Sign Language or Oral Interpretive Services, 15 Minutes	Supplemental Service Codes	15
T1017	Targeted Case Management, Each 15 Minutes	Referral Codes	15

(1) The State Department of Health Care Services (DHCS) routinely updates CPT and HCPC codes. Refer to the DHCS County Claims Customer Services Library 'Specialty Mental Health Services Table' online at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx> for a complete list of codes and associated billing requirements.

EXHIBIT C

STANDARD

INDEMNIFICATION

AND

INSURANCE PROVISIONS

EXHIBIT C
INDEMNIFICATION AND INSURANCE REQUIREMENTS
(For Contracts Involving the Care/Supervision Vulnerable Populations)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys’ fees) incurred by COUNTY on account of any claim except where such indemnification is caused by the sole negligence or willful misconduct of the COUNTY.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

As part of the consideration of this Agreement, CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees, volunteers, or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including property damage, bodily injury and personal & advertising injury with limits no less than Two Million Dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form CA 00 01 covering any auto (Symbol 1), or if Vendor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), with limits no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
3. **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors or other vulnerable individuals, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, CONTRACTOR shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than Two Million Dollars (\$2,000,000) per occurrence or claim.

4. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
5. **Professional Liability (Errors and Omissions)** insurance appropriate to the Consultant's/CONTRACTOR's profession, with limit no less than Two Million Dollars (\$2,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000) aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage for and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

Self-Insured Retentions (SIRs) must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or COUNTY.

Other Insurance Provisions

The applicable insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status** - The COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations.
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR's insurance coverage shall be primary and non-contributory at least as broad as ISO CG 20 01 12 19 as respects the COUNTY, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, volunteers, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it. This requirement shall also apply to any Excess or Umbrella liability policies.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

Claims Made Policies – If any of the required policies provide claims-made coverage:

- I. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- II. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- III. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Umbrella or Excess Policy - The CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying CGL insurance.

Acceptability of Insurers – All insurance coverage shall be placed with insurers authorized to conduct business in the State of California with a current AM Best’s rating of no less than A: VII. All other insurers require prior approval of the COUNTY.

Verification of Coverage – CONTRACTOR shall furnish the COUNTY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) to the COUNTY before work begins. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

Subcontractors – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Failure to Procure Coverage – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT D
HIPAA BUSINESS ASSOCIATE
AGREEMENT (BAA)
(RESERVED)