

Board Contract # _____

**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS

AND

DIGNITY HEALTH DBA MARIAN REGIONAL
MEDICAL CENTER

FOR

MENTAL HEALTH SERVICES

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STANDARD TERMS
AND CONDITIONS

**AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County or Department) and **Dignity Health dba Marian Regional Medical Center**, a California nonprofit public benefit corporation with an address at 1400 E. Church Street, Santa Maria, California 93454 (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein (hereafter Agreement).

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. Kenneth Dalebout at phone number 805-739-3000 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: Sue Andersen, President & CEO
 Marian Regional Medical Center
 1400 E. Church Street
 Santa Maria, CA 93454
 Phone: 805.739-3600

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 (5) 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 EXHIBIT A(s) attached hereto and incorporated herein by reference.

4. TERM.

Contractor shall commence performance on July 13, 2021 and through June 30, 2024 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, including but not limited to exclusion from participation from federal health care

programs under Sections 1128 or 1128A of the Social Security Act. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

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 the 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 acknowledges that state laws on conflict of interest apply to this Agreement including, but not limited to, the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code Section 10365.5, and Government Code Section 1090.

11. OWNERSHIP OF DOCUMENTS.

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. Contractor shall be the legal owner and Custodian of Records for all County client files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) §5328; 42 United States Code (U.S.C.) §290dd-2; and 45 C.F.R., Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. Contractor further agrees to provide County with copies of all County client file documents resulting from this Agreement without requiring any further written release of information. Within HIPAA guidelines, County shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

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.

- A. Contractor shall make available for inspection, copying, evaluation, or audit, all of its premises; physical facilities, or such parts thereof as may be engaged in the performance of the Agreement; equipment; books; records, including but not limited to beneficiary records; prescription files; documents, working papers, reports, or other evidence; contracts; financial records and documents of account, computers; and other electronic device pertaining to any aspect of services and activities performed, or determination of amounts payable, under this Agreement (hereinafter referred to as “Records”), at any time by County, Department of Health Care Services (DHCS), Center for Medicare & Medicaid Services (CMS), Department of General Services, Bureau of State Audits, Health and Human Services (HHS), Inspector General, U.S. Comptroller General, or other authorized federal or state agencies, or their designees (“Authorized Representative”) (hereinafter referred to as “Audit”).
- B. Any such Audit shall occur at the Contractor’s place of business, premises, or physical facilities during normal business hours, and to allow interviews of any employees who

might reasonably have information related to such Records. Contractor shall maintain Records in accordance with the general standards applicable to such book or record keeping and shall follow accounting practices and procedures sufficient to evaluate the quality and quantity of services, accessibility and appropriateness of services, to ensure fiscal accountability, and to properly reflect 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. All records must be capable of verification by qualified auditors.

- C. This Audit right will exist for 10 years from: the close of the State fiscal year in which the Agreement was in effect or if any litigation, claim, negotiation, Audit, or other action involving the Records has been started before the expiration of the 10-year period, the Records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 10-year period, whichever is later.
- D. Contractor shall retain all records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Agreement, including beneficiary grievance and appeal records identified in 42 CFR § 438.416 and the data, information and documentation specified in 42 Code of Federal Regulations Sections 438.604, 438.606, 438.608, and 438.610 for the 10-year period as determined in Paragraph 14.C.
- E. If this Agreement is completely or partially terminated, the Records, relating to the work terminated shall be preserved and made available for the 10-year period as determined in Paragraph 14.C.
- F. Contractor shall ensure that each of its sites keep a record of the beneficiaries being treated at each site. Contractor shall keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to Welfare & Institutions Code Section 14124.1 and 42 C.F.R. Sections 438.3(h) and 438.3(u). Contractor shall retain such records for the 10-year period as determined in Paragraph 14.C.
- G. Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an Authorized Representative to inspect, audit or obtain copies of said records, the Contractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- H. The Authorized Representatives may Audit Contractor at any time if there is a reasonable possibility of fraud or similar risk.
- I. Contractor agrees to include a similar right of Authorized Representatives to audit records and interview staff in any subcontract related to performance of this Agreement.
- J. 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. The provisions of the Records, Audit, and Review section shall survive any expiration or termination of this Agreement.

15. INDEMNIFICATION AND INSURANCE.

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C – Standard Indemnification and Insurance Provisions 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 A – 1 General Provisions: MHS 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. Execution of this Agreement does not constitute written consent or authorization for Contractor to subcontract its rights or obligations under this Agreement.

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 thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services to the County 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. County will reimburse Contractor for all services provided during the wind-down period.

2. For Nonappropriation of Funds.

- i. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.
 - ii. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County, in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
 - iii. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.
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.

1. **For Nonpayment.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
2. **For Convenience.** Contractor may terminate this Agreement in whole or in part upon one hundred twenty (120) days written notice to County's Designated

Representative pursuant to Section 2 Notices. During the 120-day period, Contractor shall, as directed by County, wind down and cease its services to the County 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. County will reimburse Contractor for all services provided during the wind-down period.

- C. Upon Termination.** Upon termination by either County or Contractor, 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. SUSPENSION FOR CONVENIENCE.

County's Designated Representative 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.

21. 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.

22. 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.

23. 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.

24. TIME IS OF THE ESSENCE.

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

25. 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.

26. 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. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the Director of the Department of Behavioral Wellness. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

27. 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.

28. COMPLIANCE WITH LAW.

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes 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 ordinance or statute, shall be conclusive of that fact as between Contractor and County.

29. 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.

30. 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.

31. 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(s), 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.

32. 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.

33. 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.

34. COMPLIANCE WITH HIPAA.

Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

35. COURT APPEARANCES.

Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials, including Contractor's staff that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue subpoenas for the required witnesses upon request of Contractor.

36. MANDATORY DISCLOSURE.

A. Prohibited Affiliations.

1. Contractor shall not knowingly have any prohibited types of relationships with the following:
 - 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 nonprocurement 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 this section. (42 C.F.R. § 438.610(a)(2).)
2. The Contractor and its subcontractors shall not have a relationship with an individual or entity that is excluded from participation in any Federal Health Care Program (as defined in Section 1128B(f) of the Social Security Act) under either Sections 1128, 1128A, 1156, or 18420(2) of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b); 42 U.S.C. § 1320c-5.)
3. The relationships described in paragraph A of this section, are as follows:
 - i. A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)
 - ii. A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2).)
 - iii. A person with beneficial ownership of 5 percent or more of the Contractor's equity. (42 C.F.R. § 438.610(c)(3).)
 - iv. 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).)
 - v. A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4)) and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)
 - vi. The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities 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).)

B. Written Disclosures.

1. **Written Notice of Prohibited Affiliations.** The Contractor shall provide to County written disclosure of any Prohibited Affiliations identified by the Contractor or its subcontractors. (42 C.F.R. §438.608(c)(1).)
2. **Ownership or Controlling Interests.** Pursuant to 42 C.F.R. § 455.104, Medicaid providers, other than an individual practitioner or group of practitioners; fiscal agents; and managed care entities (“Disclosing Entities”) must disclose certain information related to persons who have an “ownership or control interest” in the Disclosing Entity, as defined in 42 C.F.R. § 455.101. (For the purposes of this section “person with an ownership or control interest” means a person or corporation that – a. Has an ownership interest totaling five percent or more in a Disclosing Entity; b. Has an indirect ownership interest equal to five percent or more in a Disclosing Entity; c. Has a combination of direct and indirect ownership interests equal to five percent or more in a Disclosing Entity. d. Owns an interest of five percent or more in any mortgage, deed of trust, note, or other obligation

secured by the Disclosing Entity if that interest equals at least five percent of the value of the property or assets of the Disclosing Entity.) The disclosure must include the following information:

- i. The name, address, date of birth, and Social Security Number of any **managing employee**, as that term is defined in 42 C.F.R. §455.101. For purposes of this disclosure, Contractor may use the business address for any member of its Board of Supervisors.
 - ii. The name and address of **any person (individual or corporation) with an ownership or control interest** in the Disclosing Entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
 - iii. Date of birth and Social Security Number (in the case of an individual).
 - iv. Other tax identification number (in the case of a corporation) with an ownership or control interest in the Disclosing Entity (or fiscal agent or managed care entity) or in any subcontractor in which the Disclosing Entity (or fiscal agent or managed care entity) has a five percent or more interest.
 - v. Whether the person (individual or corporation) with an ownership or control interest in the Disclosing Entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the 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 the Disclosing has a five percent or more interest is related to another person with ownership or control interest in the Disclosing Entity as a spouse, parent, child, or sibling.
 - vi. The name of any other Disclosing Entity in which an owner of the Disclosing Entity has an ownership or control interest.
 - vii. Is an officer or director of a Disclosing Entity that is organized as a corporation.
 - viii. Is a partner in a Disclosing Entity that is organized as a partnership.
3. **Timing for Disclosure of Ownership and Controlling Interests.** Contractor shall complete a Disclosure of Ownership or Controlling Interest form provided by County upon submitting a provider application; before entering into or renewing its contract; annually, upon request during the re-validation of enrollment process under 42 CFR Section 455.104; within 35 days after any change of ownership; or upon any person newly obtaining an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets.
4. **Business Transactions (42 CFR Section 455.105).**
- Contractor agrees to furnish to County or the Secretary of DHCS on request, information related to business transactions. Contractor shall submit, within 35 days of the date on a request by County or the Secretary of DHCS full and complete information about:

- i. The ownership of any subcontractor with whom the provider 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 the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.

5. Crimes.

- i. **Violations of Criminal Law.** Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies for noncompliance described in 45 C.F.R. Section 75.371 and/or 2 CFR §200.338, including suspension or debarment. (See also 2 C.F.R. parts 180 and 376, and 31 U.S.C. § 3321.)
 - ii. **Persons Convicted of Crimes Related to Federal Health Care Programs.** Contractor shall submit the following disclosures to County regarding its owners, persons with controlling interest, agents, and managing employee's criminal convictions prior to entering into this Agreement and at any time upon County's request:
 - a. The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
 - b. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. Section 455.101.
 - iii. **Timing for Disclosures of Crimes.** The Contractor shall supply disclosures regarding crimes before entering into the contract and at any time upon the County or DHCS' request.
- C. **Lobbying.** Contractor shall complete a Certification Regarding Lobbying as set forth in Exhibit D, Attachments 1, and, if applicable, a Lobbying Restrictions and Disclosure Certification as set forth in Exhibit D, Attachments 2, of this Agreement.
1. 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. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 2. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which

exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

3. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

D. Remedies.

1. **Denial of Federal Financial Participation (FFP) for Failure to Provide Timely Disclosures.**
 - i. FFP is not available in expenditures for services furnished by Contractors who fail to comply with a request made by the County or Secretary of DHCS under this Section Mandatory Disclosures, or under 42 CFR §420.205 (Medicare requirements for disclosure).
 - ii. FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to the County or the Secretary of DHCS and ending on the day before the date on which the information was supplied.
 - iii. A provider shall be required to reimburse those Medi-Cal funds received during any period for which material information was not reported, or reported falsely, to the County or DHCS (Welf. & Inst. Code § 14043.3).
2. **Other Remedies.** County or DHCS may pursue any remedies provided by law, including but not limited to, the right to withhold payments, disallow costs, or issue a CAP, pursuant to Cal. Health and Safety Code, Section 11817.8(h) for Contractor's failure to provide required disclosures.

37. PROCUREMENT OF RECOVERED MATERIALS.

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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.

38. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, 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). The requirements of this section must be included in all subcontractor agreements.

B. For purposes of this section:

1. "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.
2. "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.

39. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.

Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387). Contractor shall promptly disclose, in writing, to the COUNTY, the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that Contract itself, a principal, employee, agent, or subcontractor of the Contractor has committed a violation of the Clean Air Act (42 U.S.C. §§ 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387).

40. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

The Contractor shall comply with the requirements of 2 CFR Part 200 which are hereby incorporated by reference in this Agreement.

41. PRIOR AGREEMENTS.

Upon the effective date, this Agreement supersedes all prior agreements between County and Contractor related to the scope of work contained in this Agreement.

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Dignity Health dba Marian Regional Medical Center**.


IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: 
BOB NELSON, CHAIR
BOARD OF SUPERVISORS
Date: 7/13/2021


ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk
Date: 7-13-21

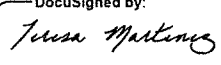
CONTRACTOR:

**DIGNITY HEALTH DBA MARIAN
REGIONAL MEDICAL CENTER**

DocuSigned by:

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By: _____
Authorized Representative
Name: Sue Andersen
Title: President
Date: 7/7/2021

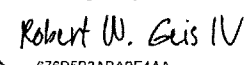
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:

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By: _____
Deputy County Counsel

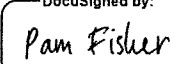
APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

DocuSigned by:

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By: _____
Deputy


RECOMMENDED FOR APPROVAL:

PAM FISHER, PSY.D., ACTING DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

DocuSigned by:

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By: _____
Acting Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, MANAGER
RISK MANAGEMENT

DocuSigned by:

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By: _____
Risk Management

THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:

EXHIBIT A – MHS STATEMENT OF WORK

EXHIBIT A-1 General Provisions: MHS

EXHIBIT A-2 Crisis Stabilization Unit

EXHIBIT B - FINANCIAL PROVISIONS

EXHIBIT B Financial Provisions: MHS

EXHIBIT B-1 Schedule of Rates and Contract Maximum: MHS

EXHIBIT B-2 Contractor Budget

EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

EXHIBIT D - CERTIFICATIONS REGARDING LOBBYING

EXHIBIT E - PROGRAM GOALS, OUTCOMES, AND MEASURES

EXHIBIT F – MHP GENERAL PROVISIONS

EXHIBIT G – QUARTERLY STAFFING REPORT FORM

EXHIBIT H – COUNTY WRITTEN STANDARDS

EXHIBIT A
STATEMENT OF WORK

EXHIBIT A-1
GENERAL PROVISIONS: MHS
(Specific to this Contract Only)

The following provisions shall apply to all programs operated under this Agreement, included as Exhibits A-1 through A-2, as though separately set forth in the scope of work specific to each Program.

1. PERFORMANCE.

- A. Contractor shall adhere to all applicable County, State, and Federal laws, including the applicable sections of the state Medicaid plan and waiver, in the performance of this Agreement, including but not limited to the statutes and regulations referenced therein and those set forth below. Contractor shall comply with any changes to these statutes and regulations that may occur during the Term of the Agreement and any new applicable statutes or regulations without the need for amendments to this Agreement. Contractor's performance shall be governed by and construed in accordance with, the following:
1. All laws and regulations, and all contractual obligations of the County under the County Mental Health Plan ("MHP") (Contract No. 17-94613) between the County Department of Behavioral Wellness (the Department) and the State Department of Health Care Services (DHCS), available at www.countyofsb.org/behavioral-wellness, including but not limited to subparagraphs C and F of the MHP, Exhibit E, Paragraph 7, and the applicable provisions of Exhibit D(F) to the MHP referenced in Paragraph 19.D of this Exhibit. Contractor shall comply with the MHP, Contract Number 17-94613, which is incorporated by this reference, until such time as an amended or new MHP Agreement is entered into between the Department and DHCS, which the parties anticipate will be substantially similar to the MHP Agreement, Contract Number 17-94613. Once the amended or new MHP Agreement is received, the parties will review any changes and determine whether the amended or new MHP Agreement require amendments to this Agreement;
 2. The Behavioral Wellness Steering Committee Vision and Guiding Principles, available at www.countyofsb.org/behavioral-wellness;
 3. All applicable laws and regulations relating to patients' rights, including but not limited to Welfare and Institutions Code Section 5325, California Code of Regulations, Title 9, Sections 862 through 868, and 42 Code of Federal Regulations Section 438.100;
 4. All applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions;
 5. California's Mental Health Services Act; and
 6. California Code of Regulations Title 9, Division 1.
 7. 42 C.F.R. § 438.900 *et seq.* requiring provision of services to be delivered in compliance with federal regulatory requirements related to parity in mental health and substance use disorder benefits.

- B. 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 CFR part 455, subparts B and E.

2. STAFF.

- A. Contractor staff providing direct services to clients shall be trained and skilled at 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 www.countyofsb.org/behavioral-wellness
- B. 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.
- C. All staff performing services under this Agreement 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 Licensing*.
- D. Contractor shall notify County of any staffing changes as part of the quarterly Staffing Report, in accordance with Section 4.A. (Reports: Staffing) below. Contractor shall notify bwellcontractsstaff@co.santa-barbara.ca.us within one business day for unexpected termination 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.
- E. Prior to and during the term of this Agreement, County requires 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.
- F. 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.
- G. 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.
- H. 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.

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

- A.** 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, 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.
- B.** In the event the license/certification status of any Contractor staff member cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement.
- C.** 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*.

4. REPORTS.

- A. Staffing.** Contractor shall submit quarterly staffing reports to County. These staffing reports shall be on a form acceptable to, or provided by, County and shall report actual staff hours worked by position and shall include the employees' names or unique identifier, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, hire date, and, if applicable, termination date. The staffing reports shall be received by County no later than 25 calendar days following the end of the quarter being reported.
- 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 clients admitted/ discharged; and
 - 4. The Measures described in Exhibit E, Program Goals, Outcomes and Measures, as applicable, or as otherwise agreed by Contractor and Behavioral Wellness.

Amendments to Exhibit E do not require a formal amendment to this Agreement, but shall be agreed to in writing by the Designated Representatives or Designees. In addition, Contractor may include any other data that demonstrate the effectiveness of Contractor's programs.

- C. Annual Mandatory Training Report.** Contractor shall submit evidence of completion of the Mandatory Trainings identified in the Section regarding Training Requirements on an annual basis to the County Systems Training Coordinator. Training materials, competency tests and sign-in sheets or a transcript demonstrating name and position of each staff person who attended the training and name and date of the training, shall be submitted for each training no later than June 15th of each year unless requested earlier by County.
- D. Additional Reports.** 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 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 thirty (30) days for Contractor to respond.

5. BACKGROUND CHECKS.

- A. Consent to Criminal Background Check, Fingerprinting (42 CFR 455.450, Welf. & Inst. Code § 14043.38).** Contractor consents to criminal background checks, including fingerprinting when required to do so by federal and 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 DHCS.
- B. 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 CFR 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 CFR 455.416, 42 CFR 455.106).

6. MEDI-CAL VERIFICATION. Contractor shall be responsible for verifying client's Medi-Cal eligibility status and will take steps to reactivate or establish eligibility where none exists.

7. SITE STANDARDS.

- 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*, 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 client records, as required by this Agreement.

8. CONFIDENTIALITY.

- A. Contractor, its employees, agents, or subcontractors 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 (CFR), Part 2; Title 42 CFR Section 438.224; 45 CFR Section 96.132(e), 45 CFR Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Section 14100.2; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and the Compliance with HIPAA section of this Agreement, as applicable. Patient records must comply with all appropriate State and Federal requirements.
- B. 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 this services under this Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
- C. Contractor shall comply with Exhibit F to the MHP to the extent Contractor is provided Personal Health Information ("PHI"), Personal Information ("PI"), or Personally Identifiable Information as defined in Exhibit F of the MHP from County to perform functions, services, or activities specified in this Agreement.
- D. 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 violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- E. 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 MHP 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 paragraph shall also apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

9. **CLIENT AND FAMILY MEMBER EMPOWERMENT.**

- A. Contractor agrees to support active involvement of clients 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 adopt *Department of Behavioral Wellness' Policy and Procedures #4.020 Client Problem Resolution Process*, available at www.countyofsb.org/behavioral-wellness, to address client/family complaints in compliance with beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 CFR 438.400 through 42 CFR 438.424.
- D. Contractor shall take a beneficiary's rights into account when providing services and comply with *Department of Behavioral Wellness' Policy and Procedure #3.000 Beneficiary Rights*.
- E. Contractor shall obtain and retain a written medication consent form signed by the beneficiary in accordance with *Department of Behavioral Wellness' Policy and Procedures #8.009* to the extent Contractor is a "provider" as defined by the MHP.

10. **CULTURAL COMPETENCE.**

- A. **Report on Capacity.** Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients 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 clients 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 client preferred language, or Contractor shall provide interpretation services, including American Sign Language (ASL).
- C. **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) – 30%; Santa Maria service area (including Orcutt and Guadalupe) – 48%; and Lompoc service area (including Buellton and Solvang) – 33%.
- D. **Cultural Considerations When Providing Services.** Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must also 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 clients 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 underserved and the 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 Spanish language.

11. 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 over payments due to potential fraud, (42 C.F.R. §§ 438.608(a), (a)(2).) Contractor shall return any overpayments pursuant to Exhibit B, Section VI.H (Overpayments) of this Agreement.

12. NOTIFICATION REQUIREMENTS.

- A. Contractor shall maintain and share, as appropriate, a beneficiary 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 beneficiary's privacy is protected in accordance with this Agreement all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)
- B. Contractor shall immediately notify Behavioral Wellness Quality Care Management ("QCM") Division at 805-681-5113 in the event of:
 - 1. Known serious complaints against licensed/certified staff;
 - 2. Restrictions in practice or license/certification 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 #28, Unusual Occurrence Incident Report.

- C. 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. HIPAA breach.
- D. For clients receiving direct services from both Behavioral Wellness and Contractor staff, Contractor shall immediately notify the client's Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the client'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.
- E. Contractor may contact Behavioral Wellness Contracts Division at bwellcontractsstaff@co.santa-barbara.ca.us for any contractual concerns or issues.
- F. "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).

13. MONITORING.

- A. Contractor agrees to abide by the *Department of Behavioral Wellness' Policies and Procedures* referenced in Section 17 (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 review, client survey, and other utilization review program monitoring practices. Contractor shall cooperate with these programs, and will furnish necessary assessment and Client Service Plan information, subject to Federal or State confidentiality laws and provisions of this Agreement.
- B. 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.
 - 1. **Quality Assurance Requirements.**

Contractor is permitted up to 2% of Medi-Cal program costs for quality assurance (QA) type activities. Quality assurance type activities include reviewing for compliance with:

 - i. Medi-Cal documentation standards as identified in California Code of Regulations Title 9, Chapter 11 and DHCS Mental Health and Substance Abuse Disorder Information Notices;

- ii. Assessment guidelines as identified in the *Department of Behavioral Wellness Policy and Procedure #8.100 Mental Health Client Assessment*.
 - iii. Client treatment plan requirements as identified in the *Department of Behavioral Wellness Policy and Procedure #8.101 Client Treatment Plans*.
 - iv. Progress note requirements in the *Department of Behavioral Wellness Policy and Procedure #8.102 Mental Health Progress Notes*.
- C. Contractor shall provide a corrective action plan if deficiencies in Contractor's compliance with the provisions of the MHP or this Agreement are identified by County.
- D. County shall monitor the performance of Contractor on an ongoing basis for compliance with the terms of 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 County, 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. Contractor shall be liable to County for any penalties assessed against County for Contractor's failure to comply with the required corrective action.

14. **NONDISCRIMINATION.**

A. **State Nondiscrimination Provisions.**

1. **No Denial of Benefits on the Basis of Protected Classification.** 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, military and veteran status, or other protected category and will not use any policy or practice that has the effect of discriminating on such basis.
2. **No Discrimination on the Basis of Health or Protected Classification.** Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, part 438.3(d)(3) and (4), and state law, the Contractor shall not, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in Santa Barbara County who require an

assessment or meet medical necessity criteria for specialty mental health services. Nor shall Contractor engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.

3. **No Discrimination against Handicapped Persons.** The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
4. **Determination of Medical Necessity.** Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to California Code of Regulations, Title 9, Sections 1820.205, 1830.205 and/or 1830.210, prior to providing covered services to a beneficiary.
5. **No Discrimination under State Law.** Contractor shall insure 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 Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §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 awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the 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 said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

B. Federal Nondiscrimination Provisions.

1. The 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. The 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 shall 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. The Contractor

agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or 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 shall state the 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. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the 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. The 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 shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The 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 the 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 CFR 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. The 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 regulation at 41 CFR part 60, "Office of the 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 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 Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the 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 cancelled, terminated, or suspended in whole or in part and the 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 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor shall include the provisions of Paragraphs 14(B)(1) through 14(B)(7) 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 regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The 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 the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the 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.

C. Subcontracts. The Contractor shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

15. TRAINING REQUIREMENTS.

- A. Contractor shall ensure that all staff providing services under this Agreement complete mandatory trainings, including through attendance at County-sponsored training sessions as available or through Contractor's own training programs as approved by County. The following trainings must be completed at hire and annually thereafter:
 1. HIPAA Privacy and Security;
 2. Consumer and Family Culture;
 3. Behavioral Wellness Code of Conduct;
 4. Cultural Competency;
 5. County Management Information System (MIS) including Sharecare and Provider Upload Portal for service staff who enter data into the system;
 6. MHSA Overview (only at hire, not annually); and
 7. Applicable evidence-based treatment models and programs as agreed between Contractor and County in writing.

B. Training Requirements are only applicable for Mental Health Staff who provide direct service/document in Clinician's Gateway. The following trainings must be completed at hire and annually thereafter:

1. Clinician's Gateway (once upon hire); and
2. Documentation.

16. **ADDITIONAL PROGRAM REQUIREMENTS.**

A. **Beneficiary Handbook.** Contractor shall provide the County of Santa Barbara Beneficiary Handbook to each potential beneficiary and beneficiary in an approved method listed in the *Department of Behavioral Wellness' Policy and Procedures # 2.002 Beneficiary Informing Materials* when first receiving Specialty Mental Health Services and upon request. Contractor shall document the date and method of delivery to the beneficiary in the beneficiary's file. Contractor shall inform beneficiaries 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(e); 42 C.F.R. § 438.10.)

B. **Written Materials in English and Spanish.** Contractor shall provide all written materials for beneficiaries and potential beneficiaries, including provider directories, County of Santa Barbara Beneficiary 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.

C. **Maintain Provider Directory.** On or before the 25th of each month, Contractor shall provide to County the following information on the licensed individuals delivering Crisis Stabilization services pursuant to this Agreement:

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 beneficiaries;
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.
- D. Policy and Procedure # 2.001.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.001 Network Adequacy Standards and Monitoring.*
- E. Policy and Procedure # 3.000.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.000 Beneficiary Rights.*
- F. Policy and Procedure #3.004.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.004 on advance directives.*
- G. Policy and Procedure #4.008.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.008 Beneficiary Information Materials.*
- H. Policy and Procedure #4.012.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.012 Contracted Provider Relations.*
- I. 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.*
- J. Policy and Procedure #5.008.** Mandatory Trainings Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #5.008 Mandatory Training.*
- K. Policy and Procedure #8.102.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.102 Mental Health Progress Notes.*
- L. Accessibility.** Contractor shall ensure that it provides physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1 and (c)(3).)
- M. Hours of Operation.** Contractor shall maintain hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which Contractor offers services to non-Medi-Cal beneficiaries. If Contractor only offers services to Medi-Cal beneficiaries, 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.
- N. Hold Harmless.** Contractor agrees to hold harmless the State and beneficiaries in the event the County cannot or does not pay for services performed by the Contractor.
- O. Physician Incentive Plans.**
1. Prior to implementing a Physician Incentive Plan as defined 42 CFR Section 422.208, Contractor shall obtain prior approval from County and DHCS through County, which approval may be given, withheld, or conditioned by County and/or DHCS through County. The Contractor shall comply with the requirements set forth in 42 C.F.R. Sections 422.208 and 422.210. (42 C.F.R. Section 438.3(i).) Contractor may operate a Physician Incentive Plan only if no specific payment can be made directly or indirectly

under a Physician Incentive Plan to a physician or physician group as an inducement to reduce or limit medically necessary services furnished to a beneficiary. (42 C.F.R. Section 422(c)(1).)

2. The Contractor shall provide information on its Physician Incentive Plan to any Medicaid beneficiary upon request (this includes the right to adequate and timely information on a Physician Incentive Plan). Such information shall include:
 - i. Whether the Contractor uses a physician incentive plan that affects the use of referral services;
 - ii. The type of incentive arrangement; and
 - iii. Whether stop-loss protection is provided. (42 C.F.R. Section 422.210(b).)

17. STATE CONTRACT COMPLIANCE.

- A. This Agreement is subject to any additional statutes, restrictions, limitations, or conditions enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner. Either the County or Contractor may request consultation and discussion of new or changed statutes or regulations, including whether contract amendments may be necessary.
- B. To the extent there is a conflict between federal or state law or regulation and a provision in the MHP or this Agreement, County and Contractor shall comply with the federal or state law or regulation and the conflicting Agreement provision shall no longer be in effect pursuant to the MHP, #17-94613 Exhibit E, Paragraph 7(A).
- C. Contractor agrees that DHCS, through County, has the right to withhold payments until Contractor has submitted cost reports to DHCS, as identified in this Agreement and in accordance with Welf. Inst. Code § 14712(e) or other applicable statute.
- D. The following provisions of the MHP, Exhibit D(F) are hereby incorporated by reference into this Agreement: Paragraphs 5 Subcontract Requirements, 7 Audit and Record Retention, 10 Intellectual Property Rights, 11 Air and Water Pollution, 13 Confidentiality of Information, 17 Human Subjects Use, 19 Debarment and Suspension Certification, 20 Smoke-Free Workplace Certification, 24 Officials Not to Benefit, and 32 Lobbying Restrictions and Disclosure Certification.
- E. The DHCS may revoke this Agreement, in whole or in part, or may revoke the activities or obligations delegated to Contractor by the County, or pursue other remedies permitted by State or Federal law, if DHCS determines that Contractor has not performed satisfactorily. In such event, this Agreement shall be terminated in accordance with the Standard Terms and Conditions paragraph regarding Termination.

EXHIBIT A-2
STATEMENT OF WORK: MHS
CRISIS STABILIZATION UNIT

- 1. PROGRAM SUMMARY.** Contractor shall provide outpatient Crisis Stabilization Unit (CSU) services lasting less than 24 hours, in accordance with California Code of Regulations (C.C.R.), Title 9, Section 1810.210, to Santa Barbara County Medi-Cal Mental Health beneficiaries, aged 18 and older (Clients), who are experiencing a psychiatric emergency or mental health crisis, including co-morbid alcohol and other drug induced disorders, who are medically stabilized and would benefit from outpatient crisis stabilization services, and who present at Contractor's Emergency Department (ED) (hereafter "the Program").

The Program shall be located at Contractor's site:

- A. 1401 E Main Street Santa Maria, CA 93454.

- 2. PROGRAM GOALS.** The goals of the Program are to:

- A. Increase Clients' access to mental health crisis stabilization services by providing timely access to such services;
- B. Improve the efficacy and integration of medical and mental health crisis services;
- C. Reduce ED length of stay for Clients requiring mental health crisis stabilization;
- D. Reduce unnecessary psychiatric hospitalizations;
- E. Provide rapid treatment and resolve mental health crisis in the least restrictive setting;
- F. Reduce use of more restrictive measures for treatment for Clients undergoing mental health crisis;
- G. Ensure services are individualized, person-centered, recovery-based, and trauma informed in order to build upon strengths and promote stabilization in the community;
- H. Improve Clients' level of functioning and refer them to an appropriate community resource for Clients returning to the community; and
- I. Increase coordination to continuity of care plan for Client linkage to mental health and alcohol and drug treatment services.

- 3. OPERATIONS.** Contractor shall:

- A. Operate the CSU at all times in accordance with applicable State and Federal statutes and regulations, including but not limited to 9 C.C.R. Sections 1840.338 and 1840.348, at Contractor's site located at 1401 E Main Street, Santa Maria, CA 93454 upon County's site certification of the CSU;
- B. Be open 24 hours/day, 7 days/week, 365 days/year;
- C. Maintain the ability to provide Program Services to Clients at the CSU:
 - 1. Ensure duration of Services does not exceed 24 hours per admission as determined by the individualized needs of each Client, and documented in the County's ShareCare system and Contractor's Electronic Health Record (EHR).

- i. County shall only pay for a maximum of 20 hours per Client stay in accordance with C.C.R Title 9, Section 1840.368, up to the maximum contract amount as stated in Exhibit B.

D. Ensure the CSU has:

1. A locked area for personal possessions being held for safekeeping. Individual shelves or other similar dividers shall be provided in the locked area for the storage of personal possessions.
2. Shower services are available to Clients when needed with hot and cold running water readily available in all washing and bathing areas.

E. Ensure clothing replacements are available to replace biohazard materials.

F. Ensure food standards for Clients meet the minimum as follows:

1. In accordance with recognized dietary practices, Marian shall provide Clients with palatable, well-balanced food options in quality and quantities to meet the dietary needs of Clients.
2. Special diets shall be provided when an individual requires it.
3. All food shall be of good quality, and be selected, stored, prepared, and served in a safe and healthful manner.
4. Under no circumstances will food be withheld for disciplinary reasons.
5. Pesticides and other toxic substances shall not be stored in the food store rooms, kitchen areas, or where kitchen equipment or utensils are stored, or accessible to patients.
6. All kitchen equipment, fixed or mobile, and dishes, shall be kept clean and maintained in good repair and free of breaks, open seams, cracks or chips.
7. All utensils used for eating and drinking and in the preparation of food and drink shall be cleaned and sanitized after each usage.
8. Food/Meals are the financial responsibility of the Contractor and not a Medi-Cal reimbursable cost under this Agreement.

G. Provide and maintain Telehealth equipment and telecommunications systems at Contractor's sole expense if Contractor uses Telehealth to provide Program Services to Clients, in whole or in part. Contractor shall ensure that it obtains Client consents for the provisions of Telehealth Services.

4. CLIENTS. Contractor shall serve adults age 18 years and older who are Medi-Cal Mental Health beneficiaries experiencing a mental health crisis who meet the admission criteria of medically necessary crisis stabilization services pursuant to 9 CCR Sections 1810.210, 1830.205, and 1830.210, as set forth herein.

A. Clients shall voluntarily accept Program Services at the CSU.

B. County assumes financial responsibility only for Medi-Cal Mental Health beneficiaries.

C. The length of Client stay shall not exceed 24 hours.

5. **REFERRALS.** Contractor shall provide Services to Clients referred by its ED.
6. **ADMISSION CRITERIA.** Contractor shall admit Clients to the CSU who are experiencing a mental health crisis who meet the admission criteria for medically necessary crisis stabilization services pursuant to 9 CCR Sections 1810.210, 1830.205, and 1830.210.
 - A. The Client shall have one of the diagnosis enumerated in 9 CCR Section 1830.205, have a significant impairment in an important area of life functioning, or a reasonable probability of significant deterioration in an important area of life functioning, or, for a Client between 18 and 21 years of age, have a reasonable probability that the Client will not progress developmentally as individually appropriate, and meet each of the following intervention criteria:
 1. The focus of the proposed intervention is to address the Client's significant impairment with the expectation the intervention will significantly diminish the impairment, or prevent significant deterioration in an important area of life functioning, or for a Client between 18 and 21 years of age, allow the Client to progress developmentally as individually appropriate. (9 CCR 1830.205(b)(3).)
 2. The Client's condition would not be responsive to physical health care-based treatment
 - B. Prior to admission, Contractor shall ensure each Client:
 1. Has been medically cleared via the ED;
 1. Is medically stable;
 2. Has been evaluated for basic physical health, including assessment of symptoms related to co-occurring mental health and substance abuse disorders;
 3. Is able to participate in the Program Services; and
 4. Would benefit from the Program Services.
 - C. Review each Client's payor status to determine Client's Medi-Cal status.
 - D. Ensure Clients are appropriately triaged from intake to discharge, utilizing a decision tree tool when determining Client's needs in the formulation of a treatment and aftercare plan/treatment planning.
 - E. Inform Clients receiving Program Services verbally or in writing that:
 2. Acceptance and participation in the mental health system is voluntary and shall not be considered a prerequisite for access to other community resources.
 3. Clients retain the right to access other Medi-Cal or Short-Doyle/Medi-Cal reimbursable services and have the right to request a change of provider, staff persons, therapist, and/or case manager.
 - F. Ensure each Client seeking Services is oriented to services and has an intake that may include, but not be limited to, Admission Form, Mental Health Assessment, Nursing Assessment, Psychiatric Assessment, Co-Occurring Drug and Alcohol Assessment (CODA), Release of Information (ROI), Safety Plan, Summary of Care Document, and an Informed Consent for treatment consistent with County policies and procedures.

- G. Ensure medications housed and managed at the CSU are maintained in accordance with all applicable Federal, State, and County laws and regulations, and in accordance with Contractor's policies and procedures.
 - H. Licensed Professional of the Healing Arts (LPHA) shall re-assess Client's presentation via interview and/or observation, as appropriate, at minimum every 4 hours to determine client progress and document in the EHR.
7. **SERVICES.** Contractor shall provide mental health crisis stabilization services, defined as a service lasting less than 24 hours, to or on behalf of a beneficiary for a condition that requires a more timely response than a regularly scheduled visit. Crisis stabilization is distinguished from crisis intervention by being delivered by providers who do meet the crisis stabilization contact, site, and staffing requirements described in Sections 1840.338 and 1840.348. Crisis stabilization service activities include but are not limited to one or more of the following, which are all part of a bundled hourly services (Services):
- A. **Assessment.** Assessment is designed to evaluate the current status of a client's mental, emotional, or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental health status determination, analysis of the client's clinical history, analysis of relevant cultural issues and history, diagnosis, and use of mental health testing procedures, as defined in Title 9 CCR Section 1810.204. Comprehensive psychiatric assessment within an hour of being admitted to the Program, including assessment of co-occurring substance abuse; and assessment of trauma including but not limited to emotional and physical abuse; and dependent/elder abuse.
 - B. **Collateral.** Collateral addresses the mental health needs of the beneficiary to ensure coordination with a significant support person. (MHP Agreement, Exhibit E, Attachment 2, Section 1.F.) A significant support person is a person who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians or representatives of a client, a person living in the same household as the client, the client's spouse, and the relatives of the client, as defined in Title 9 CCR Section 1810.246.1. 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 client, 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) in achieving the goals of the discharge plan. The client need not be present for this service activity. Consultation with other service providers is not considered a Collateral service.
 - C. **Targeted Case Management.** Services that assist a client 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 client access to service and the service delivery system; monitoring of the client's progress; placement services; and plan development, as defined in Title 9 CCR Section 1810.249.
 - D. **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 client is present.

- E. Medication Support Services.** Medication support services are services that include prescribing, administering, dispensing and monitoring psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. Medication Support Service activities may include but are not limited to:
1. Evaluation of the need for medication;
 2. Evaluation of clinical effectiveness and side effects;
 3. The obtaining of informed consent;
 4. Instruction in the use, risks and benefits of and alternatives for medication; and
 5. Collateral and plan development related to the delivery of the service and/or assessment of the beneficiary.
- F. Screening.** Integrated mental health and substance abuse screening to identify co-occurring needs, early psychosis screening and identification, care coordination with existing providers, and linkage to ongoing outpatient mental health services;
- G. BeWell Policies and Procedures.** All services shall be provided in accordance with County Behavioral Wellness' policies and procedures in the areas of dual diagnosis/co-occurring disorders (COD), youth transition, older adult services, and cultural competence.
- H. Coordinated Care.** Coordination with key resources and services shall include, but not be limited to, County Behavioral Wellness services, Alcohol and Drug services, physical health services, housing services, funding and benefit services, such as Supplemental Security Income (SSI) and Medi-Cal.
1. Coordinate Client care and collaborate with all parties involved as it relates to the Client's crisis, including, but not limited to, outpatient mental health provider, parents, treating physicians, and to the extent authorized and as applicable, social services, Alta Regional, ADS, LPS Conservator, Adult Protective Services and Probation.
 2. Identify Clients who continue to utilize Program services and collaborate with the County in developing Client-specific treatment approaches.
- I. Culturally Competent Services.** Contractor shall provide culturally competent Services, which are linguistically appropriate to serve Clients of various cultures and languages.
1. Contractor shall empower Clients with a high level of decision-making and encourage Clients to use their natural supports.
 2. Contractor shall begin Services with the end goal of Client wellness in mind.
 3. Contractor shall involve significant others/parents/caregivers/guardians, as appropriate, in all treatment planning and decision-making regarding the Client's Services as documented in the Aftercare Assessment Checklist.
- J. Linkage and Referral.** Contractor shall focus the Services on wellness and recovery with the goal of providing Clients with timely and appropriate linkage to ongoing

services and supports. Linkage and referrals shall include, but not limited to, the following:

1. Adult SUD Residential Treatment services programs;
2. Alcohol and Drug Services;
3. County Behavioral Health Access Line;
4. Emergency services,
5. Initiate benefits establishment, when needed;
6. Intensive community services programs (e.g. Full Service Partnership (FSP), Strength-based Case Management, Outpatient Clinic, etc.)
7. Medical treatment;
8. "Medical Home" or primary care for those who lack this;
9. Identify and coordinate follow-up appointments with Client's Primary Care Provider when needed;
10. Mental Health Provider;
11. Notify the Client's Mental Health clinical provider of the Clients CSU admission and disposition upon discharge;
12. Shelters;
13. Transitional and permanent housing; and
14. Other needed support services.

K. Recovery Focused. Contractor shall support a culture of "recovery" which focuses on personal responsibility for a Client's illness management and independence, and fosters client empowerment, hope, and an expectation of recovery from mental illness.

L. Transportation.

1. Contractor shall provide Client transportation upon discharge when appropriate to ensure that successful linkage takes place.
2. If Client transportation is not provided, Contractor shall facilitate discharge transportation services for Clients, including but not limited to, providing bus passes when appropriate, and/or arranging for transportation to the appropriate clinics, psychiatric hospitals, or to any other appropriate location such as the client's residence or other required facility.
3. Transportation is the financial responsibility of the Contractor and is not mental health plan Medi-Cal billable under this Agreement.

8. DISPOSITION CRITERIA.

A. Assessed As Stable. A person brought to a 23-hour unit/facility may not remain in that facility beyond 23 hours and 59 minutes and must be released if assessed and determined not to continue to need CSU level of care criteria.

B. Assessed As 5150. Must be transferred to an appropriate treatment facility with that

time frame.

C. Aftercare Planning.

1. Ensure Client Safety Plans are reviewed as part of the discharge process to support Clients and their natural supports in managing stressors and potential crisis until the time Clients are able to gain further support from identified service providers and community resources.
2. Assist all Clients in contacting the County Access Line for follow up appointments (888) 868-1649.
3. Coordinate with assigned outpatient providers to ensure follow-up appointments are part of the aftercare plan for Clients.
4. Provide psychoeducation and information necessary to assist Clients in participating in their aftercare planning in order to make the necessary referrals and linkages to a broad range of health, mental health, and community-based services and resources.
5. Complete an Aftercare Summary to include at a minimum, services provided, medication list, safety plan, and plan for outpatient mental health services. A copy shall be provided to the Client and in the Client's EHR.
6. Ensure Clients sign all aftercare plans prior to discharge.

9. STAFFING REQUIREMENTS. Contractor shall comply with all California licensing and regulatory requirements and standards, including California Code of Regulations, Title 9, Section 1840.348 for crisis stabilization services.

- A. A physician shall be on call at all times for the provision of those Crisis Stabilization Services that may only be provided by a physician.
- B. There shall be a minimum of one Registered Nurse, Psychiatric Technician, or Licensed Vocational Nurse on site at all times beneficiaries are present.
- C. At a minimum there shall be a ratio of at least one licensed mental health or waived/registered professional on site for each four beneficiaries or other patients receiving Crisis Stabilization at any given time.
- D. If the beneficiary is evaluated as needing service activities that can only be provided by a specific type of licensed professional, such persons shall be available.
- E. Other staff persons may be utilized to provide Program Services, according to Client need.
- F. If Crisis Stabilization services are co-located with other specialty mental health services, persons providing Crisis Stabilization must be separate and distinct from persons providing other services.
- G. Persons included in required Crisis Stabilization ratios and minimums may not be counted toward meeting ratios and minimums for other services.
- H. Contractor shall provide the following staffing levels at the CSU, based on a census of 1-4 patients. Amendments to the staffing levels below do not require a formal

amendment to this Agreement, but shall be agreed to in writing by the Designated Representatives or Designees:

1. 1.0 FTE Clinical Manager Program Manager. Program Manager shall be a mental health professional with experience in managing behavioral health services, and shall provide leadership, total oversight and coordination of day-to-day activities, and tracking and reporting required outcomes to County. Clinical licensure is required unless otherwise approved by the County.
 2. 4.21 FTE Psychiatric Nurse
 3. 4.21 FTE LVN
 4. 4.21 FTE Tech
 5. 1.40 FTE Unit Clerk
- I.** Licensed positions who shall be licensed/waivered/registered mental health professionals as described in Title 9, C.C.R. Sections 1810.223 and 1810.254
1. Licensed mental health professional under 9 CCR Section 1810.223 to include:
 - i. Licensed physicians;
 - ii. Licensed psychologists;
 - iii. Licensed clinical social workers;
 - iv. Licensed marriage and family therapists;
 - v. Licensed psychiatric technicians;
 - vi. Registered Nurses; and
 - vii. Licensed Vocational Nurses.
 2. Waivered/Registered Professional under Title 9 C.C.R. Section 1810.254 includes:
 - i. An individual who has a waiver of psychologist licensure issued by the Department of Health Care Services or has registered with the corresponding state licensing authority for psychologists; and
 - ii. Marriage and family therapists or clinical social workers to obtain supervised clinical hours for psychologist, marriage and family therapist or clinical social worker licensure.
- J.** Within 30 days of contract execution, contractor shall provide a training plan to assure that 100% of staff interacting with clients of the Crisis Stabilization Unit are trained in de-escalation techniques; mandated reporting; privacy requirements and any other training required by local, state or federal regulatory bodies.
- K.** Contractor shall assure that designated administrative and professional staff working under this Agreement are trained in the use of the County's Clinicians Gateway, or replacement EHR. Primary documentation will be done in Contractor's current electronic health record system.
- L.** Contractor shall maintain documentation of staff qualifications and shall provide such documentation to County upon request.

- M.** Contractor shall ensure staff performing services under the Agreement receive necessary trainings applicable to the services provided.
- N.** Contractor shall ensure reasonable and appropriate supervision of all staff, including volunteers and interns, in accordance with guidelines.
- O.** Contractor shall ensure staff are aware of community resources for Clients and can support culturally relevant linkages to services.

10. DOCUMENTATION REQUIREMENTS. Contractor shall:

- A.** Complete and submit all Adverse Incident Reports, compliance, and quality assurance reporting and follow-up actions in accordance with County policies and procedures.
- B.** Participate fully in all applicable data collection and clinical and administrative activities.
- C.** Provide other data or reports as requested by County, including the County Research Evaluation and Performance Outcomes.
- D.** Submit all Satisfaction Surveys completed by Clients to County on a monthly basis.
- E.** Track the following data points to be included in the Quarterly Report submitted to the County:
 - 1. Number of tele-psychiatric assessments;
 - 2. Patient injuries;
 - 3. Number of clients transferred back to the ED; and
 - 4. Admit to discharge time.
- F.** Provide County access to Contractor's EHR (Cerner) and submit client documentation upon request, including, but not limited to, clinical and psychiatric assessments, progress notes, and discharge summary.
- G.** Notify County 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.
- H.** Submit quarterly Utilization Review staff roster to County QCM for the purpose of Utilization Review and other reviews and audits.
- I.** Complete Quarterly Reports and submit to the County.
- J.** Participate in monthly Medication Monitoring meetings.
- K.** Participate in all County Contract Monitoring meetings.
- L.** Comply with Medi-Cal site certification visits at Contractor facilities in accordance with QCM policy on Site Certification of Provider Physical Plant, and complete all corrective actions in a timely manner.
- M.** Have representative staff attend County sponsored Provider Meetings and other work groups as established and scheduled.

N. Enter all services and billing into the County's Share Care system.

11. **POLICIES AND PROCEDURES.** Contractor shall provide and comply with the following policies and procedure to include but not limited to:

A. Aftercare planning;

B. CSU Roles and Responsibilities;

C. Dispensing, administering and storing medications, including but not limited to:

1. Client owned Medication Log;

2. Client owned Medication Log Controlled Substance;

3. Client owned Medication Log Non-Controlled Substances;

4. MARS Medication Administration Log;

5. Medication Administration, Orders and Errors Adverse Reaction;

6. Medication Disposal;

7. Medication Disposal Log; and

8. Medication Management.

D. Compliance Safety Planning Procedures;

E. Coordination of transport to the appropriate resources or facilities; and

F. Crisis Assessment procedures;

G. Crisis Triage Program Objectives and Procedures

H. Intake procedures;

I. Medical Clearance Screening;

J. Personal search and contraband;

K. Referral Procedure;

L. Safety Planning Procedure;

12. **MONITORING.** Contractor shall provide required documentation and forms to County for County to complete utilization reviews for all of the County's Clients admitted to the Program.

13. **PROGRAM EVALUATION, PERFORMANCE, AND OUTCOME MEASURES.**

A. In the initial year of the Agreement, Contractor shall establish a baseline of the percent of Clients who are successfully returned to the community without admission to a higher level of care (baseline period).

B. After the initial year, Contractor shall endeavor towards a decreased use of hospital inpatient services for CSU Clients as compared to the baseline period (diversion rate).

C. Contractor shall track their inpatient diversion rate.

- 14. ADDITIONAL REQUIREMENTS.** Contractor shall:
- A. Adopt and post in a conspicuous place a written policy on patient rights in accordance with C.C.R. Title 22, section 70707, California Welfare and Institutions Code section 5325.1 and Title 42 Code of Federal Regulations, Part 438, Sections 438.100 and 438.10
 - B. Post Medi-Cal beneficiary rights;
 - C. Comply with California Code of Regulations, Title 16;
 - D. Comply with Welfare and Institutions Code, Division 5, including but not limited to the applicable requirements of the Lanterman-Petris Short (LPS) Act as defined in W.I.C. §5000 et. seq;
 - E. Comply with California Business and Professions Code, Division 2.
 - F. Ensure that individuals in need of emergent medical care are safely and successfully transferred to the ED;
 - G. Provide County Patients' Rights advocates access to Clients, and facility personnel to monitor Contractor's compliance with applicable statutes and regulations.
 - H. Maintain confidential communications with Clients receiving mental health services and obtain a Release of Information from Client or a court order for disclosure of information as required by applicable law.
 - I. Take steps to ensure the safety of clients, family members, visitors, and staff while at the CSU.
 - J. Provide unarmed security at the CSU to assist with safety maintenance and good order.
 - K. Implement a protocol for security screening and control of persons and belongings upon admission to the Contractor's facilities, including strategies for safeguarding personal property, vector control, and to the extent appropriate, transferring contraband to law enforcement.
 - L. Ensure Safety Plans are developed during Program admission in collaboration with each Client/family as indicated.
 - 1. A copy of the Safety Plan shall be kept in the EHR and a copy offered to the Client and natural support system as indicated.
 - 2. Safety planning shall include, but is not limited to, interventions related to managing life stressors associated with the current crisis including a list of the Client's specific triggers, risk factors, patterns of risk behavior, coping strategies, informal and formal support names and support contact numbers, and needs across life domains taking into consideration medication, housing, finances, and mental health needs.
 - 3. Safety Plans shall be developed with the Client and include natural/community resources, including family, friends, Group Home staff, Room and Board or Board and Care Operators, as applicable.
- 15. USE OF SUBCONTRACTORS.** Through a competitive process, Contractor has chosen to use CEP America-Psychiatry, P.C., a California professional corporation, d/b/a Vituity (Subcontractor), to provide management services of the CSU and deliver Program Services

to Clients. Execution of this Agreement does not constitute written consent or authorization for Contractor to subcontract its rights or obligations under this Agreement with Subcontractor.

- A.** Contractor agrees that any agreements with third parties whereby Contractor seeks to assign, transfer, or subcontract Contractor's obligations under this Agreement (Subcontract) shall:
1. Be in writing;
 2. Be subject to the terms and conditions set forth in this Agreement, and contain the applicable provisions of this Agreement. Contractor shall attach Exhibit F of this Agreement to any Subcontracts and to the agreements with Subcontractor;
 3. Specifically prohibit assignment or transfer of interest without prior written approval by County;
 4. Specifically provide proof, when applicable, of qualifications necessary, and appropriate permits and/or business licenses;
 5. Specifically provide a full description of the exact scope of services to be performed, the length of time, and compensation for services rendered; and
 6. Be approved by County.
- B.** County's approval of any Subcontracts under this Agreement shall not be construed as compliance with Federal, State, and local laws, ordinances, regulations, directives and guidelines, or as a waiver of any rights to challenge such Subcontracts. County's approval of any such Subcontracts shall not bind or obligate County to the terms of any such subcontract, nor shall County's approval of such Subcontracts make County a promisor, guarantor, or surety of Contractor's performance of the terms of such Subcontracts.
- C.** Contractor retains the prime responsibility for carrying out the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of Subcontractors in accordance with this Agreement.
- D.** Any references to "staff" or "employees" made throughout this Agreement shall be read to also include Subcontractor's staff, locum tenens, physicians, or ancillary healthcare professionals (AHPs) utilized by Subcontractor performing Program Services pursuant to this Agreement.
- E.** Contractor shall immediately (within 24 hours) notify County in the event Contractor issues or receives a notice of termination or suspension of any Subcontract(s) and shall provide a written plan to County for how Contractor will continue to provide Program Services to Clients as required by this Agreement.
- F.** When securing Subcontracts, Contractor shall use a transparent procurement method in which bids from competing potential subcontractors are invited to submit bids by openly advertising the scope, specifications and terms and conditions of the proposed contract, as well as the criteria by which the bids will be evaluated. All procurement documents must include the requirements set forth in Section 5.1 of *Behavioral Wellness' Policy and Procedure #12.000 Competitive Procurement of Contract*

Services and shall be widely disseminated including, but not limited to, being posted on Contractor's website, and emailed to a sufficient number of prospective applicants.

EXHIBIT B
FINANCIAL PROVISIONS

EXHIBIT B
FINANCIAL PROVISIONS- MHS
(Specific to this contract only)

(Applicable to programs described in Exhibit A-2)

(With attached Exhibit B-1 MHS, Schedule of Rates and Contract Maximum)

This Agreement provides for reimbursement for services up to the Maximum Contract Amount, reflected in Section II below and Exhibit B-1-MHS. 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, and other applicable Federal, State and local laws, regulations, rules, manuals, policies, guidelines and directives.

I. PAYMENT FOR SERVICES.

- A. Performance of Services.** Contractor shall be compensated on a cost reimbursement basis, subject to the limitations described in this Agreement and all exhibits hereto, for provision of the Units of Service (UOS) or other deliverables as established in Exhibit B-1-MHS based on satisfactory performance of the services described in the Exhibit A(s).
- B. Medi-Cal Billable Services.** The services provided by Contractor's Program described in the Exhibit A(s) that are covered by the Medi-Cal Program will be reimbursed by County from Federal Financial Participation (FFP) and State and local matching funds as specified in Exhibit B-1-MHS and subject to Section I.F (Funding Sources) of this Exhibit B MHS.
- C. Non-Medi-Cal Billable Services.** County recognizes that some of the services provided by Contractor's Program, described in the Exhibit A(s), may not be reimbursable by Medi-Cal, and such services may be reimbursed by other County, State, and Federal funds to the extent specified in Exhibit B-1-MHS and pursuant to Section I.F (Funding Sources) of this Exhibit B MHS. Funds for these services are included within the Maximum Contract Amount, and are subject to the same requirements as funds for services provided pursuant to the Medi-Cal program.
- D. Medi-Cal Subsidy.** County may provide a subsidy to Contractor, as specified in Exhibit B-1-MHS for Non-Medi-Cal services provided in Medi-Cal programs. Subsidy shall not be used to reimburse disallowed costs including those in excess of budgeted amounts, improper costs, and any audit exceptions or adjustments. Reallocation of subsidy is at the discretion of the 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 subsidy as outlined in Exhibit B-1-MHS between programs. Behavioral Wellness Director or designee reserves the right to approve a subsidy reallocation in the year-end cost settlement.

E. 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. Expenses shall comply with the requirements established in OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 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.

F. Funding Sources. The Behavioral Wellness Director or designee may reallocate between funding sources at his/her discretion, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Behavioral Wellness 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 Agreement.

G. Beneficiary Liability for Payment.

1. Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary 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).)
2. 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 beneficiary. 42 C.F.R. § 438.106 and Cal. Code Regs. tit 9, § 1810.365(c).)
3. Contractor shall not bill beneficiaries, for covered services, any amount greater than would be owed if the Contractor provided the services directly. (42 C.F.R. § 483.106(c).)

H. DHCS assumes no responsibility for the payment to Contractor for services used in the performance of this Agreement. County accepts sole responsibility for the payment of Contractors in the performance of this Agreement per the terms of this Agreement.

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed a Contract Maximum of **\$4,800,000** in Mental Health funding, inclusive of \$1,600,000 for FY 21-22, \$1,600,000 for FY 22-23, and \$1,600,000 for FY 23-24 and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1–MHS and subject to the provisions in Section I (Payment for Services). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor’s performance hereunder without a properly executed amendment.

III. OPERATING BUDGET AND PROVISIONAL RATE.

- A. **Operating Budget.** Prior to the Effective Date of this Agreement, 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 IV (Accounting for Revenues). The approved Operating Budget shall be attached to this Agreement as Exhibit B-2. 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.
- B. **Provisional Rate.** County agrees to reimburse Contractor at a Provisional Rate (the "Provisional Rate") during the term of this Agreement. For recurring contracts, the Provisional Rate shall be established by using the historical data from prior fiscal periods. The Provisional Rate for all new contracts will be based on actual cost or the County Maximum Allowable rate. Quarterly, or at any time during the term of this Agreement, Behavioral Wellness Director or designee shall have the option to adjust the Provisional Rate to a rate based on allowable costs less all applicable revenues and the volume of services provided in prior quarters.

IV. 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: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP), (2) the eligibility of patients/clients for Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. 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. Contributions designated in Exhibit B-1-MHS shall be offset from invoices and the annual cost report, unless otherwise negotiated with the County and approved in writing.
- B. **Internal Procedures.** 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/clients 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.

V. REALLOCATION OF PROGRAM FUNDING.

Funding is limited by program to the amount specified in Exhibit B-1-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-MHS between programs, for the purpose of meeting specific program needs or for providing continuity of care to its clients. 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 cost settlement and will notify Contractor of any reallocation during the cost settlement process.

VI. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

A. Submission of Claims and Invoices.

1. Submission of Claims and Invoices for Medi-Cal Services. Services are to be entered into the Clinician's Gateway 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. Behavioral Wellness shall provide to Contractor a report that: i) summarizes the Medi-Cal UOS approved to be claimed for the month, multiplied by the provisional rate in effect at the time of service, ii) states the amount owed by County, and iii) includes the Agreement number. Contractor shall review the report and indicate concurrence that the report will be the basis for Contractor's provisional payment for the month. Contractor shall indicate concurrence within two (2) business days electronically to the County designated representative or to:

financecbo@co.santa-barbara.ca.us
 Santa Barbara County Department of Behavioral Wellness
 ATTN: Accounts Payable
 429 North San Antonio Road
 Santa Barbara, CA 93110-1316

Contractor agrees that it shall be solely liable and responsible for all data and information submitted to the County.

2. Submission of Claims and Invoices for Non Medi-Cal Services. 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, including the provisional Medi-Cal payment as described in VI.A.1 of this Exhibit B MHS, as appropriate, 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 VI.A.1 (Submission of Claims and Invoices for Medi-Cal Services) of this Exhibit B MHS. Actual cost is the actual amount paid or incurred, including direct labor and costs supported by financial statements, time records, invoices, and receipts.

3. The Program Contract Maximums specified in Exhibit B-1-MHS and this Exhibit B 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.

The Behavioral Wellness Director or designee shall review the monthly claim(s) and invoices to confirm accuracy of the data submitted. County shall make provisional payment for approved claims within thirty (30) calendar days of the generation of said claim(s) and invoice by County subject to the contractual limitations set forth in this Agreement and all exhibits hereto.

- B. Subsidy Payments.** This section applies to providers with programs that have subsidy funding allocations. For each program with subsidy funding comprising 5% or less of the total program funding allocation set forth in Exhibit B-1, payment of subsidy will occur at cost settlement after the year end cost report has been submitted and costs are determined to be in compliance with contract terms and State and Federal regulations. For providers with more than 5% total subsidy funding in any program, the final subsidy payment, or up to a maximum of 20% of total subsidy funding allocated for the given program in Exhibit B-1, will be withheld until the year end cost report has been submitted and costs are determined to be in compliance with contract terms and State and Federal regulations.
- C. Monthly Financial Statements.** 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). If a program has both Medi-Cal billable costs and Non-Medi-Cal billable costs, Contractor shall separately identify Non-Medi-Cal billable costs on their financial statements.
- 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 sixty (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 client service plan, if applicable.

F. Claims Submission Restrictions.

1. 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.
2. 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. Contractor shall certify that all UOS entered by Contractor into MIS 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 days of discovery to the County. 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.

VII. COST REPORT.

A. Submission of Cost Report. Within three weeks of the release of the cost report template by the Department of Health Care Services (DHCS) but no sooner than 30 days after the end of the fiscal year, Contractor shall provide County with an accurate and complete Annual Cost Report (original cost report) with a statement of expenses and revenue and other supporting schedules for the applicable prior fiscal year. The Annual Cost Report shall be prepared by Contractor in accordance with all applicable Federal, State and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by Contractor shall be reported in its annual Cost Report, and shall be used to offset gross cost. Contractor shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to Behavioral Wellness Director or designee upon reasonable notice. A final (reconciled) cost report is also due approximately 1 to 2 years after submission of the original cost report. The specific deadline for the final cost report is determined by the State. Contractor shall submit a final (reconciled) cost report within three weeks of the County's formal request.

- B. Cost Report to be Used for Settlement.** The Cost Report shall be the financial and statistical report submitted by Contractor to County, and shall serve as the basis for settlement with Contractor as set forth in Section VIII (Pre-audit Cost Report Settlements) below. Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.
- C. Penalties.** Failure of Contractor to submit accurate and complete Annual Cost Report(s) within 45 days after the due date set in Section VII.A (Submission of Cost Report) above or the expiration or termination date of this Agreement shall result in:
1. A Late Penalty of ONE HUNDRED DOLLARS (\$100) for each day that the accurate and complete Annual Cost Report(s) are not submitted. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report. The Late Penalty shall commence on the forty-sixth (46th) day after the deadline or the expiration or termination date of this Agreement. The late fee will be invoiced separately or deducted from future payments due to Contractor under this Agreement or a subsequent agreement.
 2. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred and fifth (105th) day after the due date set in Section VII.A (Submission of Cost Report) or the expiration or termination date of this Agreement, then all amounts paid by County to Contractor in the Fiscal Year for which the Annual Cost Report(s) are outstanding shall be repaid by Contractor to County within 90 days. Further, County may terminate any current contracts entered into with Contractor for programs covered by the outstanding Annual Cost Reports.
 3. In addition, County may withhold payments of additional funds owed to Contractor until the cost report that is due has been submitted if Contractor does not submit the cost report by the reporting deadline.
- D. Audited Financial Reports.** Contractor is required to obtain an annual financial statement audit and submit to County a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by Contractor.
- E. 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 thirty (30) days of receipt.

VIII. PRE-AUDIT COST REPORT SETTLEMENTS.

- A. Pre-audit Cost Report Settlements.** Based on the original and final/reconciled Annual Cost Report(s) submitted pursuant to this Exhibit B MHS Section VII (Cost Reports) and State approved UOS, at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the County will perform pre-audit cost report settlement(s). Such settlements will be subject to the terms and conditions of this Agreement and any other applicable State and/or Federal statutes, regulations, policies and procedures, or requirements pertaining to cost reporting and settlements for applicable Federal and/or State programs. In no event shall the settlement exceed the maximum amount of this Agreement.

Settlement for services shall be adjusted to the lower of:

1. Contractor's published charge(s) to the general public, as approved by the Contractor's governing board; unless the Contractor is a Nominal Fee Provider. This federal published charges rule is applicable only for the outpatient, rehabilitative, case management and 24-hour services. Costs and/or payments made under a Physician Incentive Plan must be reported on separately in the Cost Report and will be excluded from Medi-Cal reimbursement.
 2. The Contractor's actual costs.
 3. The County Maximum Allowable rate, unless Director or designee approves in writing in the year end cost settlement, that use of the County Maximum Allowable rate was waived for settlement purposes.
- B. Issuance of Findings.** County's issuance of its pre-audit cost report settlement findings shall take place no later than one-hundred-twenty (120) calendar days after Contractor's submission of the original and final/reconciled cost reports.
- C. Payment.** In the event that Contractor adjustments based on any of the above methods indicate an amount due the County, Contractor shall pay County by direct payment within thirty (30) days or from deductions or withholding of future payments due to Contractor under this Agreement or a subsequent agreement, if any, at the sole discretion of the Behavioral Wellness Director or designee.

IX. AUDITS, AUDIT APPEALS AND POST-AUDIT MEDI-CAL FINAL SETTLEMENT.

- 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 including but not limited to WIC Sections 14170 et. seq., authorized representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the 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 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 will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County. 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 thirty (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 established by the Responsible Auditing Party performing the audit.

**EXHIBIT B-1- MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(Applicable to programs described in Exhibit A2)**

CONTRACTOR NAME:

Marian Regional Medical Center

FISCAL YEAR: 2021-2024

| Contracted Services | Service Type | Mode | Service Description | Unit of Service | Service Function Code | County Maximum Allowable Rate(3) |
|--------------------------------|------------------|------|--|-----------------|-----------------------|----------------------------------|
| Medi-Cal Billable Services | Day Services | 10 | Crisis Stabilization Urgent Care | Hour | 25 | \$150.00 |
| Non-Medi-Cal Billable Services | Support Services | 60 | Other Non Medi-Cal Client Support: Food, Transportation, Linens, Medications | N/A | 78 | Not Reimbursable |

| | PROGRAM | | | | | | TOTAL |
|---|---------------------------|------|------|------|------|--|--------------|
| | Crisis Stabilization Unit | | | | | | |
| GROSS COST: | \$ 4,518,294 | | | | | | \$4,518,294 |
| LESS REVENUES COLLECTED BY CONTRACTOR: | | | | | | | |
| Donations | \$ 750,000 | | | | | | \$ 750,000 |
| Miscellaneous Revenue | \$ 8,820 | | | | | | \$ 8,820 |
| Commercial insurance | \$ 336,213 | | | | | | \$ 336,213 |
| Government Funding | \$ 321,464 | | | | | | \$ 321,464 |
| MRMC Operating Revenue | \$ 1,501,797 | | | | | | \$ 1,501,797 |
| TOTAL CONTRACTOR REVENUES | \$ 2,918,294 | \$ - | \$ - | \$ - | \$ - | | \$2,918,294 |
| MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE: | \$ 1,600,000 | \$ - | \$ - | \$ - | \$ - | | \$ 1,600,000 |

| SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2) | | | | | | | |
|---|--------------|------|------|------|------|--|--------------|
| MEDI-CAL | \$ 1,600,000 | | | | | | \$ 1,600,000 |
| NON-MEDI-CAL | | | | | | | \$ - |
| SUBSIDY | | | | | | | \$ - |
| OTHER (LIST): | | | | | | | \$ - |
| MAXIMUM 21-22 CONTRACT AMOUNT PAYABLE: | \$ 1,600,000 | \$ - | \$ - | \$ - | \$ - | | \$ 1,600,000 |
| MAXIMUM 22-23 CONTRACT AMOUNT PAYABLE: | \$ 1,600,000 | \$ - | \$ - | \$ - | \$ - | | \$ 1,600,000 |
| MAXIMUM 23-24 CONTRACT AMOUNT PAYABLE: | \$ 1,600,000 | \$ - | \$ - | \$ - | \$ - | | \$ 1,600,000 |
| MAXIMUM CONTRACT AMOUNT PAYABLE: | \$ 4,800,000 | \$ - | \$ - | \$ - | \$ - | | \$ 4,800,000 |

(1) The Behavioral Wellness Director or his/her 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 Behavioral Wellness Director or his/her 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.

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

(3)The Behavioral Wellness Director or designee may remove or increase the CMA based on operating needs. Modifications to the CMA do not alter the Maximum Contract Amount and do not require an amendment to the Agreement.

EXHIBIT B-2
ENTITY BUDGET BY PROGRAM

Santa Barbara County Department of Behavioral Wellness
Contract Budget Packet
Entity Budget By Program

AGENCY NAME: Marian Regional Medical Center

COUNTY FISCAL YEAR: 21-24

Gray Shaded cells contain formulas, do not overwrite

| LINE # | COLUMN # | 1 | 2 | 3 |
|--------|----------|--|--|---------------------------|
| | | I. REVENUE SOURCES: | COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS | Crisis Stabilization Unit |
| 1 | | Donations | \$ 750,000 | \$ 750,000 |
| 2 | | Miscellaneous Revenue | \$ 8,820 | \$ 8,820 |
| 3 | | Behavioral Wellness Funding | \$ 1,600,000 | \$ 1,600,000 |
| 4 | | Other Government Funding | \$ 321,464 | \$ 321,464 |
| 5 | | Commercial Insurance | \$ 336,213 | \$ 336,213 |
| 6 | | Operations Shortfall - MRMC Operating Budget | \$ 1,501,797 | \$ 1,501,797 |
| 7 | | Total Other Revenue | \$ 4,518,294 | \$ 4,518,294 |
| 8 | | GROSS PROGRAM REVENUE BUDGET | \$ 4,518,294 | \$ 4,518,294 |

| | II. DIRECT COSTS | COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS | Crisis Stabilization Unit |
|----|---|--|------------------------------|
| | II.A. Salaries and Benefits Object Level | | |
| 9 | Salaries (Complete Staffing Schedule) | \$ 1,842,189 | \$ 1,842,189 |
| 10 | Employee Benefits | \$ 403,868 | \$ 403,868 |
| 11 | Payroll Taxes | \$ 184,219 | \$ 184,219 |
| 12 | Salaries and Benefits Subtotal | \$ 2,430,276 | \$ 2,430,276 |
| | II.B Services and Supplies Object Level | | |
| 13 | Supplies, Pharmaceutical* | \$ 82,125 | \$ 82,125 |
| 14 | Supplies, Office | \$ 6,000 | \$ 6,000 |
| 15 | Supplies, Minor Medical Equipment | \$ 5,000 | \$ 5,000 |
| 16 | Supplies, Other Medical Care* | \$ 13,688 | \$ 13,688 |
| 17 | Supplies, Other Minor Equipment | \$ 5,000 | \$ 5,000 |
| 18 | Purchased Service, Cleaning | \$ 12,000 | \$ 12,000 |
| 19 | Purchased Service, Maintenance | \$ 10,000 | \$ 10,000 |
| 20 | Purchased Service, Security | \$ 61,320 | \$ 61,320 |
| 21 | Purchased Service, Transportation* | \$ 118,625 | \$ 118,625 |
| 22 | Rents and Leases | \$ 126,000 | \$ 126,000 |
| 23 | Utilities, Electricity | \$ 29,000 | \$ 29,000 |
| 24 | Professional Fees - Other (Physician Incentive*) | \$ 1,280,250 | \$ 1,280,250 |
| 25 | Other Costs, Other Costs* | \$ 25,000 | \$ 25,000 |
| 26 | Supplies, Laboratory* | \$ 5,000 | \$ 5,000 |
| 27 | Purchased Services, PS Medical* | \$ 7,500 | \$ 7,500 |
| 28 | Purchased Services, Other* | \$ 2,500 | \$ 2,500 |
| 29 | Purchased Services, Storage and Shredding | \$ 6,000 | \$ 6,000 |
| 30 | Purchased Services, Landscaping | \$ 12,000 | \$ 12,000 |
| 31 | Purchased Services, Pest Control | \$ 2,500 | \$ 2,500 |
| 32 | Utilities, Waste Mgmt | \$ 5,000 | \$ 5,000 |
| 33 | Supplies, Food Other* | \$ 18,250 | \$ 18,250 |
| 34 | Purchased Services, Linens* | \$ 18,250 | \$ 18,250 |
| 35 | Other Costs, Telephone/IT | \$ 7,500 | \$ 7,500 |
| 36 | Other Costs, Dues and Subscriptions | \$ 2,500 | \$ 2,500 |
| 37 | Services and Supplies Subtotal | \$ 1,861,008 | \$ 1,861,008 |
| | III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable) | \$ - | \$ - |
| 38 | | \$ - | \$ - |
| 39 | SUBTOTAL DIRECT COSTS | \$ 4,291,284 | \$ 4,291,284 |
| | IV. INDIRECT COSTS | | |
| 40 | Administrative Indirect Costs (Reimbursement limited to 15%) | \$ 227,010 | \$ 227,010 |
| 41 | GROSS DIRECT AND INDIRECT COSTS | \$ 4,518,294 | \$ 4,518,294 |

* Costs subject to further review for allowability with State and Federal regulations. Costs are reimbursable under the contract only to the extent they are allowable costs for Medi-Cal/Medicaid billing purposes.

EXHIBIT C
STANDARD
INDEMNIFICATION
AND
INSURANCE PROVISIONS

EXHIBIT C
INDEMNIFICATION AND INSURANCE REQUIREMENTS
(Specific to this contract)

INDEMNIFICATION

Contractor agrees to indemnify, defend 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 Contractor's negligence in the performance 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 prohibited by law.

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

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 or subcontractors.

A. 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 products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor's profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for 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.

B. Other Insurance Provisions

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

1. **Additional Insured** – 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. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.
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 effect 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.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – Contractor shall furnish the County with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Contractor shall furnish evidence of renewal of coverage throughout the term of the Agreement. The County reserves the right to require complete, certified copies of all

required insurance policies, including endorsements required by these specifications, at any time.

8. **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.
9. **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.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - 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.
11. **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.

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

LOBBYING

CERTIFICATIONS

**Attachment 1
State of California
Department of Health Care Services**

CERTIFICATION REGARDING LOBBYING

The undersigned 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 shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall 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 shall 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 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

| | |
|---|--|
| <p>Marian Regional Medical Center</p> <hr/> <p>Name of Contractor</p> <hr/> <p>Contract / Grant Number</p> <p>7/7/2021</p> <hr/> <p>Date</p> | <p>Sue Andersen</p> <hr/> <p>Printed Name of Person Signing for Contractor</p> <p style="text-align: right; font-size: small;">DocuSigned by: <i>Sue Andersen</i></p> <hr/> <p>Signature of Person Signing for Contractor</p> <p style="text-align: right; font-size: x-small;">CE21DB00DBDF468...</p> <p>President</p> <hr/> <p>Title</p> |
|---|--|

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

Approved by OMB
0348-0046

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

| | | |
|---|---|---|
| <p>1. Type of Federal Action: <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p> | <p>2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award</p> | <p>3. Report Type: <input type="checkbox"/> a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.</p> |
| <p>4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier __, if known: Congressional District If known:</p> | | <p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District If known:</p> |
| <p>6. Federal Department Agency</p> | <p>7. Federal Program Name/Description: CDFA Number, if applicable: _____</p> | |
| <p>8. Federal Action Number, if known:</p> | <p>9. Award Amount, if known: \$</p> | |
| <p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p> | <p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p> | |
| <p>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.</p> | <p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p> | |
| <p>Federal Use Only</p> | | <p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p> |

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 grants.
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.
- B. 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.
10. (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) 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).
11. 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 E
PROGRAM GOALS, OUTCOMES,
AND MEASURES

EXHIBIT E

PROGRAM GOALS, OUTCOMES AND MEASURES

| Crisis Stabilization Unit Program Evaluation | | |
|--|--|-----------------------------|
| Program Goals | Outcomes | CSU (all outcomes are in %) |
| 1. Assist clients in their mental health recovery process and with developing the skills necessary to lead independent, healthy and productive lives in the community. | A. Of those who discharged: Number (%) of clients who transition to a higher level of care (e.g., inpatient admission) | ≤40 |
| | B. Of those who discharged: Number (%) of clients who transition to a lower level of care (e.g., outpatient care) | ≥60* |
| 2. Assess client need for mental health (and/or substance use) services and community support services. | A. Outpatient Mental Health | ≥90 |
| | B. Substance Use Disorder Services | ≥90 |
| | C. Primary Care Physician | ≥90 |
| | D. Domestic Violence | ≥90 |
| | E. Elder or Dependent Adult Abuse | ≥90 |
| 3. Provide client linkage to appropriate mental health (and/or substance abuse) services and community support services as demonstrated in discharge plan. | A. Outpatient Mental Health | ≥90 |
| | B. Substance Use Disorder Services | ≥90 |
| | C. Primary Care Physician | ≥90 |
| | D. Domestic Violence | ≥90 |
| | E. Elder and Dependent Adult Abuse | ≥90 |

* This % is for Year 1, FY 21-22. It will be reviewed in future years with the goal of increasing the percentage of Clients who discharge to a lower level of care.

Amendments to this Exhibit E may be made by written agreement of the parties and do not require a formal amendment to the Agreement approved by the Board of Supervisors.

EXHIBIT F

MHP GENERAL PROVISIONS

EXHIBIT F
MHP GENERAL PROVISIONS
(To be attached to Contractor's Subcontracts)

County of Santa Barbara (County) has entered into a professional services agreement (County PSA) with Marian Medical Center (Contractor) for Contractor to provide crisis stabilization services (Services) to Santa Barbara County Medi-Cal beneficiaries aged 18 years and older (Clients or beneficiary(ies)) at Contractor's Crisis Stabilization Unit (CSU) located at 1401 E Main Street Santa Maria, CA 93454 (Program). Pursuant to the terms of the County PSA, Marian shall obtain the written approval of County prior to entering into any subcontracts for the delivery and provision of the Services under the County PSA or management of the CSU. This exhibit shall be attached to any subcontracts entered into by Marian for performance of the Services. Should the terms of the agreement(s) between Marian and the subcontractor(s) conflict with the terms set forth in this Exhibit, the terms of this Exhibit shall prevail.

1. PERFORMANCE.

- A.** Subcontractor shall adhere to all applicable County, State, and Federal laws, including the applicable sections of the state Medicaid plan and waiver, in the performance of this Agreement, and including but not limited to the statutes and regulations referenced therein and those set forth below. Contractor shall comply with any changes to these statutes and regulations that may occur during the Term of the Agreement and any new applicable statutes or regulations without the need for amendments to this Agreement. Contractor's performance shall be governed by and construed in accordance with, the following:
1. All laws and regulations, and all contractual obligations of the County under the County Mental Health Plan Agreement ("MHP") (Contract No. 17-94613) between the County Department of Behavioral Wellness and the State Department of Health Care Services (DHCS), available at www.countyofsb.org/behavioral-wellness, including but not limited to subparagraphs C and F of the MHP, Exhibit E, Paragraph 7, and the applicable provisions of Exhibit D(F) to the MHP referenced in Paragraph 18.D of this Exhibit. Subcontractor shall comply with the MHP, Contract Number 17-94613, which is incorporated by this reference, until such time as an amended or new MHP Agreement is entered into between County and DHCS, which is anticipated to be substantially similar to the MHP Agreement, Contract Number 17-94613. Once the amended or new MHP Agreement is received, the County and Contractor will review any changes and determine whether the amended or new MHP Agreement require amendments to this Exhibit;
 2. The Behavioral Wellness Steering Committee Vision and Guiding Principles, available at www.countyofsb.org/behavioral-wellness;
 3. All applicable laws and regulations relating to patients' rights, including but not limited to Welfare and Institutions Code Section 5325, California Code of Regulations, Title 9, Sections 862 through 868, and 42 Code of Federal Regulations Section 438.100;
 4. All applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions;

5. California's Mental Health Services Act;
 6. California Code of Regulations Title 9, Division 1; and
 7. 42 C.F.R. § 438.900 *et seq.* requiring provision of services to be delivered in compliance with federal regulatory requirements related to parity in mental health and substance use disorder benefits.
- B. Subcontractor shall be at all times currently enrolled with DHCS as a Medicaid provider, consistent with the provider disclosure, screening and enrollment requirements of 42 C.F.R. part 455, subparts B and E.

2. STAFF.

- A. Subcontractor staff providing direct services to clients shall be trained and skilled at 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/behavioral-wellness/policies-procedures.sbc>
- B. Subcontractor 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 the Agreement nor shall the cost of such staff be claimed to Medi-Cal. Subcontractor 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.
- C. All staff performing services under the Agreement 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*.
- D. Subcontractor shall notify Contractor who shall notify County of any staffing changes immediately (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.
- E. Prior to and during the term of the Agreement, the County, through Contractor, requires that Subcontractor staff performing work under the Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under the Agreement. County shall use its discretion in determining the method of background clearance to be used. County shall not be responsible for the fees associated with obtaining the background information regardless if the staff person passes or fails the background clearance investigation.
- F. County, through Contractor, may request that Subcontractor's staff be immediately removed from performing work under the Agreement for good cause during the term of the Agreement. Upon such request, Subcontractor shall remove such staff immediately.

- G. County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Subcontractor's staff that does not pass such investigation(s) to the satisfaction of the County, or whose conduct is incompatible with County facility access.
- H. Disqualification, if any, of Subcontractor staff, pursuant to this Section regarding Staff or any other provision of law, shall not relieve Subcontractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.
- I. Any references to "staff" or "employees" made throughout this Exhibit shall be read as references to Subcontractor's staff, locum tenens, physicians, or ancillary healthcare professionals (AHPs) utilized by Subcontractor performing Program Services pursuant to the Agreement.

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

- A. Subcontractor shall obtain and maintain in effect during the term of the 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 Subcontractor's facility(ies) and Program Services under this Agreement, as applicable. Subcontractor shall further ensure that all of its officers, employees, and agents, who perform Program Services hereunder, shall obtain and maintain in effect during the term of the Agreement all licenses, permits, registrations, 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.
- B. In the event the license/certification status of any Subcontractor staff member cannot be confirmed, the staff member shall be prohibited from providing Program Services under this Agreement.
- C. If Subcontractor is a participant in the Short-Doyle/Medi-Cal program, Subcontractor shall keep fully informed of and in compliance with all current Short-Doyle/Medi-Cal Policy Letters.

4. REPORTS. Subcontractor shall maintain records and make statistical reports as required by Contractor, County and/or DHCS or other government agency, on forms provided by or acceptable to the requesting agency.

5. BACKGROUND CHECKS.

- A. **Consent to Criminal Background Check, Fingerprinting (42 C.F.R. § 455.450, Welf. & Inst. Code § 14043.38).** Subcontractor consents to criminal background checks of its staff, including fingerprinting when required to do so by federal or state law. Within 30 days of a request from CMS or DHCS, Subcontractor, or any person with a 5% or more direct or indirect ownership interest in Subcontractor, shall submit a set of fingerprints in a form and manner determined by CMS or DHCS.

- B. Mandatory Termination.** As determined by DHCS, Subcontractor 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).
6. **MEDI-CAL VERIFICATION.** If requested by Contractor, Subcontractor shall be responsible for verifying client's Medi-Cal eligibility status and will take steps to reactivate or establish eligibility where none exists.
7. **SITE STANDARDS.**
- A. Subcontractor 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 17 (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, Subcontractor shall ensure that its staff has been provided a copy of Contractor's written disaster plan 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 client records.
8. **CONFIDENTIALITY.**
- A. Subcontractor, its employees, agents, or sub-subcontractors 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&IC) Section 5328 et seq. and Section 14100.2; Health and Safety Code (HSC) Sections 11812 and 11845.5; and Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85. Patient records must comply with all appropriate State and Federal requirements.
 - B. Subcontractor shall ensure that no list of persons receiving services under the Agreement is published, disclosed, or used for any purpose except for the direct administration of services under the Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
 - C. Subcontractor shall comply with Exhibit F to the MHP to the extent Subcontractor is provided Personal Health Information ("PHI"), Personal Information ("PI"), or Personally Identifiable Information as defined in Exhibit F of the MHP from County through Contractor to perform Program functions, services, or activities specified in the Agreement.

- D. Subcontractor shall make itself and any employees, agents, or sub-subcontractors, assisting Subcontractor 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 violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by Subcontractor, except where Subcontractor or its employees, agents, or sub-subcontractors are a named adverse party.
 - E. Upon termination or expiration of the Agreement for any reason, Subcontractor shall return or destroy all PHI, PI and PII accessed in a database maintained by County, received by Subcontractor from County directly or through Contractor, or acquired or created by Subcontractor in connection with performing Program functions, services, or activities specified in the Agreement on behalf of County that Subcontractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Subcontractor shall notify Contractor who shall notify County of the conditions that make the return or destruction infeasible, and County shall determine the terms and conditions under which Subcontractor may retain the PHI, PI or PII. Subcontractor shall continue to extend the protections of Exhibit F of the MHP 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 paragraph shall also apply to County PHI, PI and PII that is in the possession of Subcontractors employees, agents, or Sub-Subcontractors.
 - F. Subcontractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Exhibit will be modified as necessary for full compliance with HIPAA.
- 9. CLIENT AND FAMILY MEMBER EMPOWERMENT.**
- A. Subcontractor agrees to support active involvement of Clients and their families in treatment, recovery, and policy development.
 - B. Upon request, Subcontractor 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. Subcontractor shall adopt *Department of Behavioral Wellness' Policy and Procedures #4.020 Beneficiary Problem Resolution Process*, available at www.countyofsb.org/behavioral-wellness, to address client/family complaints in compliance with beneficiary 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.
 - D. Subcontractor shall take a beneficiary's rights into account when providing services and comply with *Department of Behavioral Wellness' Policy and Procedure #3.000 Beneficiary Rights*.

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

10. CULTURAL COMPETENCE.

- A. **Report on Capacity.** Subcontractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request, including:
 - 1. The number of bilingual and bicultural staff, and the number of culturally diverse clients 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 Subcontractor's Program(s) shall be staffed with personnel who can communicate in the client preferred language, otherwise interpretation services, including American Sign Language (ASL) shall be provided.
- C. **Bilingual Staff for Direct Service Positions.** Subcontractor will strive to fill direct service positions with bilingual staff in the threshold language (Spanish) that is reflective of the specific needs of each region. Subcontractor percentage goals are calculated based on U.S. Census language data by region: Santa Barbara service area (including Goleta and Carpinteria) – 30%; Santa Maria service area (including Orcutt and Guadalupe) – 48%; and Lompoc service area (including Buellton and Solvang) – 33%.
- D. **Cultural Considerations When Providing Services.** Subcontractor shall provide Services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must be available in English and Spanish (threshold language).
- E. **Services and Programs in Spanish.** Services and programs offered in English must also be made available in Spanish, if Clients identify Spanish as their preferred language, as specified in subsection 10.B. above.
- F. **Outreach.** As applicable, a measurable and documented effort must be made to conduct outreach to and to serve the underserved and the non-served communities of Santa Barbara County.
- G. **Language Proficiency.** Subcontractor 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.

11. COMPLIANCE PROGRAM.

- A. If Subcontractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, Subcontractor shall notify Contractor and the County directly. Subcontractor shall also 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 for Program services provided under the Agreement when it or the State determines there is a credible allegation of fraud. Subcontractor 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. Subcontractor shall notify Contractor within 15 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).) Any overpayments must be returned via direct payment to the Contractor within 15 days of discovery.

12. NOTIFICATION REQUIREMENTS.

- A. Subcontractor shall maintain and share, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).) Subcontractor shall ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with the 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).)
- B. Subcontractor shall immediately notify Contractor and Behavioral Wellness Quality Care Management ("QCM") Division at 805-681-5113 in the event of:
 - 1. Known serious complaints against licensed/certified staff;
 - 2. Restrictions in practice or license/certification 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 Incident Reporting*.
- C. Subcontractor shall immediately notify Contractor and contact the Behavioral Wellness Compliance Hotline (805-884-6855) should any of the following occur:
 - 1. Suspected or actual misappropriation of funds under Subcontractor's control;
 - 2. Legal suits initiated specific to the Subcontractor's practice;
 - 3. Initiation of criminal investigation of the Subcontractor; or
 - 4. HIPAA breach.
- D. For Clients receiving direct services from both Behavioral Wellness and Subcontractor staff, Subcontractor shall immediately notify the Client's Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the Client'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.
- E. Subcontractor may contact Contractor for any contractual concerns or issues.
- F. "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. Subcontractor shall train all personnel in the use of the Behavioral Wellness Compliance Hotline (805-884-6855).

13. MONITORING.

- A. Subcontractor agrees to abide by the *Department of Behavioral Wellness' Policies and Procedures* referenced in Section 17 (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 review, client survey, and other utilization review program monitoring practices. Subcontractor shall cooperate with these programs, and will furnish necessary assessment and discharge planning documentation, subject to Federal or State confidentiality laws and provisions of the Agreement.
- B. Subcontractor 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 at the request of County through Contractor.
- C. Subcontractor shall provide a corrective action plan if deficiencies in Subcontractor's compliance with the provisions of the MHP or the Agreement are identified by Contractor or County.
- D. County, through Contractor, shall monitor the performance of Subcontractor on an ongoing basis for compliance with the terms of the Agreement and performance of the Program Services. County shall assign senior management staff as contract monitors to coordinate periodic review meetings with Subcontractor and 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 Subcontractor's clinical documentation.
- E. Subcontractor shall allow County, 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 Subcontractor's performance of Program Services under the Agreement, including the quality, appropriateness, and timeliness of services provided. This right shall exist for 10 years from the term end date of the Agreement or in the event the Subcontractor has been notified that an audit or investigation of the 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, Subcontractor will be provided with recommendations and a corrective action plan. Subcontractor shall be liable to County

for any penalties assessed against County for Subcontractor's failure to comply with the required corrective action.

14. NONDISCRIMINATION.

A. State Nondiscrimination Provisions.

1. **No Denial of Benefits on the Basis of Protected Classification.** During the performance of the Agreement, Subcontractor and its Sub-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, military and veteran status, or other protected category and will not use any policy or practice that has the effect of discriminating on such basis.
2. **No Discrimination on the Basis of Health or Protected Classification.** Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, sections 438.3(d)(3) and (4), and state law, the Subcontractor shall not, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in Santa Barbara County who require an assessment or meet medical necessity criteria for specialty mental health services. Nor shall Subcontractor engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, mental or physical handicap or disability, or other protected category.
3. **No Discrimination against Handicapped Persons.** Subcontractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
4. **Determination of Medical Necessity.** Notwithstanding other provisions of this section, Subcontractor may require a determination of medical necessity pursuant to California Code of Regulations, Title 9, Sections 1820.205, 1830.205 and/or 1830.210, prior to providing covered services to a beneficiary.
5. **No Discrimination under State Law.** Subcontractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Subcontractor and any Sub-Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 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 awarding state agency to implement such article. Subcontractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency 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 said Department or Agency shall require to ascertain compliance with this clause. Subcontractor and its Sub-Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.)

B. Federal Nondiscrimination Provisions.

1. Subcontractor 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. The Subcontractor 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, status as a disabled veteran or veteran of the Vietnam era, or other protected category. Such action shall 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. Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or 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 shall state the Subcontractor'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. Subcontractor will, in all solicitations or advancements for employees placed by or on behalf of Subcontractor, 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. Subcontractor 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 Subcontractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Subcontractor 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 the 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 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. Subcontractor 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 regulation at 41 C.F.R. part 60, "Office of the 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 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 Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of Subcontractor'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 cancelled, terminated, or suspended in whole or in part and Subcontractor 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 the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. Subcontractor shall include the provisions of Paragraphs 14(B)(1) through 14(B)(7) in every sub-sub-contract 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 regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or 38 U.S.C. Section 4212 of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each sub-subcontractor or vendor. Subcontractor will take such action with respect to any sub-sub-contract 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 Subcontractor becomes involved in, or is threatened with litigation by a sub-subcontractor or vendor as a result of such direction by DHCS, the Subcontractor may request in writing to County through Contractor, who in turn will request of 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.

- C. **Subcontracts.** The Subcontractor shall include the nondiscrimination and compliance provisions of this Exhibit in all sub-subcontracts to perform work under this Agreement.

15. COLLABORATIVE MEETINGS.

- A. Upon request through Contractor, Subcontractor shall participate collaboratively in meetings to discuss programmatic, fiscal, and contract matters related to the Program.
- B. Subcontractor is invited to attend the County's monthly Quality Improvement Committee (QIC) meetings.

16. TRAINING REQUIREMENTS.

- A. Subcontractor shall ensure that all staff providing services under the 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. HIPAA Privacy and Security;
 - 2. Consumer and Family Culture;
 - 3. Behavioral Wellness Code of Conduct;
 - 4. Cultural Competency;
 - 5. County Management Information System (MIS), including the California Outcomes Measurement System (CalOMS) Treatment, for service staff who enter data into the system;
 - 6. MHSA Overview Training (only at hire, not annually); and
 - 7. Applicable evidence-based treatment models and programs as agreed between Contractor and County in writing.
- B. Training Requirements for Mental Health Staff who provide direct service/document in Clinician's Gateway. The following trainings must be completed at hire and annually thereafter:
 - 1. Clinician's Gateway (only at hire, not annually);
 - 2. Documentation;
- C. Subcontractor shall submit evidence of completion of the training identified in this section on an annual basis to Contractor. Training materials, competency tests and sign-in sheets or a transcript demonstrating name and position of each staff person who attended the training and name and date of the training, shall be submitted for each training no later than June 7th of each year unless requested earlier.

17. ADDITIONAL PROGRAM REQUIREMENTS.

- A. **Beneficiary Handbook.** Subcontractor shall provide the County of Santa Barbara Beneficiary Handbook to each potential beneficiary and beneficiary in an approved

method listed in the *Department of Behavioral Wellness' Policy and Procedures #4.008 Beneficiary Information Materials* when first receiving Specialty Mental Health Services and upon request. Subcontractor shall document the date and method of delivery to the beneficiary in the beneficiary's file. Subcontractor shall inform beneficiaries 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(e); 42 C.F.R. § 438.10.)

- B. Written Materials in English and Spanish.** Subcontractor shall provide all written materials for beneficiaries and potential beneficiaries, including provider directories, County of Santa Barbara Beneficiary 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).) Subcontractor shall maintain adequate supply of County-provided written materials and shall request additional written materials as needed.
- C. Maintain Provider Directory.** Monthly before the 17th of each month, Subcontractor shall provide the information below to Contractor:
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 beneficiaries;
 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.
- D. Policy and Procedure #2.001.** Subcontractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.001 Network Adequacy Standards and Monitoring.*
- E. Policy and Procedure #3.000.** Subcontractor shall comply with *Department of*

Behavioral Wellness' Policy and Procedures #3.000 Beneficiary Rights.

- F. **Policy and Procedure #3.004.** Subcontractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.004* on advance directives.
- G. **Policy and Procedure #4.008.** Subcontractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.008 Beneficiary Information Materials.*
- H. **Policy and Procedure #4.012.** Subcontractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.012 Contracted Provider Relations.*
- I. **Policy and Procedure #4.014.** Subcontractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.014 Service Triage for Urgent and Emergency Conditions.*
- J. **Policy and Procedure #5.008.** Subcontractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #5.008 Mandatory Training.*
- K. **Policy and Procedure #8.102.** Subcontractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.102 Mental Health Progress Notes.*
- L. **Accessibility.** Subcontractor shall ensure that it provides physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)
- M. **Hours of Operation.** Subcontractor shall maintain hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which Subcontractor offers services to non-Medi-Cal beneficiaries. If Subcontractor only offers services to Medi-Cal beneficiaries, maintain hours of operation which are comparable to the hours Subcontractor makes available for Medi-Cal services not covered by County or another Mental Health Plan.
- N. **Hold Harmless.** Subcontractor agrees to hold harmless the State and beneficiaries in the event the County cannot or does not pay for services performed by the Subcontractor.
- O. **Physician Incentive Plans.**
 - 1. Prior to its implementation, a Physician Incentive Plan as defined 42 CFR Section 422.208, must be approved by County and DHCS through County, which approval may be given, withheld, or conditioned by County and/or DHCS through County. Contractor and subcontractor shall comply with the requirements set forth in 42 C.F.R. Sections 422.208 and 422.210. (42 C.F.R. Section 438.3(i).) Contractor and Subcontractor may operate a Physician Incentive Plan only if no specific payment can be made directly or indirectly under a Physician Incentive Plan to a physician or physician group as an inducement to reduce or limit medically necessary services furnished to a beneficiary. (42 C.F.R. Section 422(c)(1).)
 - 2. Subcontractor shall provide information on its Physician Incentive Plan with Contractor to any Medicaid beneficiary upon request (this includes the right to adequate and timely information on a Physician Incentive Plan). Such information shall include:

- i. Whether the Subcontractor uses a physician incentive plan that affects the use of referral services;
- ii. The type of incentive arrangement; and
- iii. Whether stop-loss protection is provided. (42 C.F.R. Section 422.210(b).

18. STATE CONTRACT COMPLIANCE.

- A. The Agreement is subject to any additional statutes, restrictions, limitations, or conditions enacted by the Congress which may affect the provisions, terms, or funding for the Program Services of the Agreement in any manner. Either the County or Subcontractor through Contractor or Contractor may request consultation and discussion of new or changed statutes or regulations, including whether contract amendments may be necessary.
- B. To the extent there is a conflict between federal or state law or regulation and a provision in the MHP, the Agreement, or this Exhibit, Subcontractor shall comply with the federal or state law or regulation and the conflicting Agreement provision shall no longer be in effect pursuant to the MHP, #17-94613 Exhibit E, Paragraph 7(A).
- C. Subcontractor agrees that DHCS and/or County, through Contractor, has the right to withhold payments until Subcontractor has submitted any required data and reports, as requested and in accordance with applicable statutes.
- D. The following provisions of the MHP, Exhibit D(F) are hereby incorporated by reference into this Agreement: Paragraphs 5 Subcontract Requirements, 7 Audit and Record Retention, 10 Intellectual Property Rights, 11 Air and Water Pollution, 13 Confidentiality of Information, 17 Human Subjects Use, 19 Debarment and Suspension Certification, 20 Smoke-Free Workplace Certification, 24 Officials Not to Benefit, and 32 Lobbying Restrictions and Disclosure Certification.
- E. DHCS or County may revoke the Agreement with respect to the Program Services, in whole or in part, or may revoke the activities or obligations delegated to Subcontractor, or pursue other remedies permitted by State or Federal law, if DHCS and/or County determines that Subcontractor has not performed the Program Services satisfactorily. In such event, this Agreement with respect to the Program shall be terminated upon written notice and the date of termination shall be set forth in the notice. Termination under this provision does not require an opportunity to cure.

19. BENEFICIARY LIABILITY FOR PAYMENT.

- A. Subcontractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services for Program services, except to collect other health insurance coverage, share of cost, and co-payments. (Cal. Code Regs., tit. 9, § 1810.365 (a).)
- B. Subcontractor 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 beneficiary. 42 C.F.R. § 438.106 and Cal. Code Regs. tit 9, § 1810.365(c).)

- C. Subcontractor shall not bill beneficiaries, for covered services, any amount greater than would be owed if the County provided the services directly. (42 C.F.R. § 483.106(c).)

20. DEBARMENT AND SUSPENSION.

- A. Subcontractor certifies 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, including but not limited to exclusion from participation from federal health care programs under Sections 1128 or 1128A of the Social Security Act. Subcontractor certifies that it shall not contract with a sub-subcontractor that is so debarred or suspended.
- B. Subcontractor shall immediately notify County and Contractor if Subcontractor becomes aware that it, its employees, or principals have been, or are under investigation to become, whether temporarily or permanently, debarred, suspended, or otherwise excluded or ineligible for participation in federal, state, or county government contracts as set forth in this Agreement.

21. MANDATORY DISCLOSURE.

A. Prohibited Affiliations.

1. Subcontractor shall not knowingly have any prohibited types of relationships with the following:
 - 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 nonprocurement 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 this section. (42 C.F.R. § 438.610(a)(2).)
2. Subcontractor and its sub-subcontractors shall not have a relationship with an individual or entity that is excluded from participation in any Federal Health Care Program (as defined in Section 1128B(f) of the Social Security Act) under either Sections 1128, 1128A, 1156, or 18420(2) of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b); 42 U.S.C. § 1320c-5.)
3. The relationships described in paragraph A of this section, are as follows:
 - i. A director, officer, agent, managing employee, or partner of the Subcontractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)
 - ii. A sub-subcontractor of the Subcontractor, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2).)
 - iii. A person with beneficial ownership of 5 percent or more of the Subcontractor's equity. (42 C.F.R. § 438.610(c)(3).)

- iv. 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).)
- v. A network provider or person with an employment, consulting, or other arrangement with the Subcontractor for the provision of items and services that are significant and material to the Subcontractor's obligations under the Agreement. (42 C.F.R. § 438.610(c)(4).)
- vi. The Subcontractor shall not employ or contract with, directly or indirectly, such individuals or entities 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).)

B. Written Disclosures.

1. **Written Notice of Prohibited Affiliations.** The Subcontractor shall provide to County, through Contractor, written disclosure of any Prohibited Affiliations identified by the Subcontractor or its sub-subcontractors. (42 C.F.R. § 438.608(c)(1).)
2. **Ownership or Controlling Interests.** Pursuant to 42 C.F.R. § 455.104, Medicaid providers, other than an individual practitioner or group of practitioners; fiscal agents; and managed care entities (“Disclosing Entities”) must disclose certain information related to persons who have an “ownership or control interest” in the Disclosing Entity, as defined in 42 C.F.R. § 455.101. (For the purposes of this section “person with an ownership or control interest” means a person or corporation that – a. Has an ownership interest totaling five percent or more in a Disclosing Entity; b. Has an indirect ownership interest equal to five percent or more in a Disclosing Entity; c. Has a combination of direct and indirect ownership interests equal to five percent or more in a Disclosing Entity. d. Owns an interest of five percent or more in any mortgage, deed of trust, note, or other obligation secured by the Disclosing Entity if that interest equals at least five percent of the value of the property or assets of the Disclosing Entity.) The disclosure must include the following information:
 - i. The name, address, date of birth, and Social Security Number of any **managing employee**, as that term is defined in 42 C.F.R. § 455.101. For purposes of this disclosure, Subcontractor may use the business address for any member of its Board of Directors.
 - ii. The name and address of any person (individual or corporation) with an **ownership or control interest** in the Disclosing Entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
 - iii. Date of birth and Social Security Number (in the case of an individual).
 - iv. Other tax identification number (in the case of a corporation) with an ownership or control interest in the Disclosing Entity (or fiscal agent or managed care entity) or in any subcontractor in which the Disclosing Entity (or fiscal agent or managed care entity) has a five percent or more interest.

- v. Whether the person (individual or corporation) with an ownership or control interest in the Disclosing Entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the 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 the Disclosing has a five percent or more interest is related to another person with ownership or control interest in the Disclosing Entity as a spouse, parent, child, or sibling.
 - vi. The name of any other Disclosing Entity in which an owner of the Disclosing Entity has an ownership or control interest.
 - vii. Is an officer or director of a Disclosing Entity that is organized as a corporation.
 - viii. Is a partner in a Disclosing Entity that is organized as a partnership.
3. **Timing for Disclosure of Ownership and Controlling Interests.** Subcontractor shall complete a Disclosure of Ownership or Controlling Interest form provided by County upon submitting a provider application; before entering into or renewing its contract; annually, upon request during the re-validation of enrollment process under 42 C.F.R. Section 455.104; within 35 days after any change of ownership; or upon any person newly obtaining an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Subcontractor, and that interest equals at least 5% of Subcontractor's property or assets.
4. **Business Transactions. (42 C.F.R. Section 455.105).**
- i. Subcontractor agrees to furnish to County or the Secretary of DHCS on request, information related to business transactions. Subcontractor shall submit, within 35 days of the date on a request by Contractor, County or the Secretary of DHCS full and complete information about:
 - a. The ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - b. Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.
5. **Crimes.**
- i. **Violations of Criminal Law.** Subcontractor must disclose, in a timely manner, in writing to the County through Contractor all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement. Subcontractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies for noncompliance described in 45 C.F.R. Section 75.371 and/or 2 C.F.R. § 200.338, including suspension or debarment. (See also 2 C.F.R. parts 180 and 376, and 31 U.S.C. § 3321.)

ii. **Persons Convicted of Crimes Related to Federal Health Care Programs.** Subcontractor shall submit the following disclosures to County through Contractor regarding its owners, persons with controlling interest, agents, and managing employee's criminal convictions prior to entering into this Agreement and at any time upon request:

- a. The identity of any person who is a managing employee of the Subcontractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
- b. The identity of any person who is an agent of the Subcontractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. Section 455.101.

iii. **Timing for Disclosures of Crimes.** The Subcontractor shall supply disclosures regarding crimes before entering into the contract and at any time upon the County or DHCS' request.

C. Lobbying. Subcontractor shall complete a Certification Regarding Lobbying as set forth in Attachment 1, and, if applicable, a Lobbying Restrictions and Disclosure Certification as set forth in Attachment 2, of this Exhibit.

1. 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. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
2. Subcontractor also agrees by signing this Agreement that Subcontractor shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.
3. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

D. Remedies.

1. **Denial of Federal Financial Participation (FFP) for Failure to Provide Timely Disclosures.**
 - i. FFP is not available in expenditures for services furnished by Subcontractors who fail to comply with a request made by the County or Secretary of DHCS

under this section Mandatory Disclosures, or under 42 C.F.R. § 420.205 (Medicare requirements for disclosure).

- ii. FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to the County or the Secretary of DHCS and ending on the day before the date on which the information was supplied.
 - iii. A provider shall be required to reimburse those Medi-Cal funds received during any period for which material information was not reported, or reported falsely, to the County or DHCS (Welf. & Inst. Code § 14043.3).
2. **Other Remedies.** County or DHCS may pursue any remedies provided by law, including but not limited to, the right to withhold payments, disallow costs, or issue a Corrective Action Plan, pursuant to Cal. Health and Safety Code, Section 11817.8(h) for Subcontractor's failure to provide required disclosures.

22. CONFLICT OF INTEREST

Subcontractor covenants that it 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 Program Services required to be performed under the Agreement. Subcontractor further covenants that in the performance of the Agreement, no person having any such interest shall be employed by Subcontractor. Subcontractor must promptly disclose to the County, through Contractor, in writing, any potential conflict of interest. County retains the right to waive a disclosed conflict of interest if County determines it to be immaterial, and such waiver is only effective by written notice of County. Subcontractor acknowledges that state laws on conflict of interest apply to this Agreement including, but not limited to, the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code Section 10365.5, and Government Code Section 1090.

23. RECORDS, AUDIT, AND REVIEW. With respect to Subcontractor's performance of Program Services under the Agreement, Subcontractor agrees as follows:

- A. Subcontractor shall make available for inspection, copying, evaluation, or audit, all of its premises; physical facilities, or such parts thereof as may be engaged in the performance of Program Services; equipment; books; records, including but not limited to beneficiary records; prescription files; documents, working papers, reports, or other evidence; contracts; financial records and documents of account, computers; and other electronic device pertaining to any aspect of Subcontractor's performance of Program Services; equipment; books and activities performed, or determination of amounts payable (hereinafter referred to as "Records"), at any time by County, DHCS, CMS, Department of General Services, Bureau of State Audits, Health and Human Services (HHS), Inspector General, U.S. Comptroller General, or other authorized federal or state agencies, or their designees ("Authorized Representative") (hereinafter referred to as "Audit").
- B. Any such Audit shall occur at the Subcontractor's place of business, premises, or physical facilities during normal business hours, and to allow interviews of any employees who might reasonably have information related to such Records. Subcontractor shall maintain Records in accordance with the general standards

applicable to such book or record keeping and shall follow accounting practices and procedures sufficient to evaluate the quality and quantity of services, accessibility and appropriateness of services, to ensure fiscal accountability, and to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of the Program Services, including any matching costs and expenses. All records must be capable of verification by qualified auditors.

- C. This Audit right will exist for 10 years from: the close of the State fiscal year in which the Agreement was in effect or if any litigation, claim, negotiation, Audit, or other action involving the Records has been started before the expiration of the 10-year period, the Records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 10-year period, whichever is later.
- D. Subcontractor shall retain all records and documents originated or prepared pursuant to Subcontractor's or sub-subcontractor's performance of Program Services, including beneficiary grievance and appeal records identified in 42 CFR § 438.416 and the data, information and documentation specified in 42 Code of Federal Regulations Sections 438.604, 438.606, 438.608, and 438.610 for the 10-year period as determined in Paragraph 23.C.
- E. If the Agreement is completely or partially terminated with respect to the Program, the Records, relating to the work terminated shall be preserved and made available for the 10-year period as determined in Paragraph 23.C.
- F. Subcontractor shall ensure that each of its sites keep a record of the beneficiaries being treated at each site. Subcontractor shall keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to Welfare & Institutions Code Section 14124.1 and 42 C.F.R. Sections 438.3(h) and 438.3(u). Subcontractor shall retain such records for the 10-year period as determined in Paragraph 23.C.
- G. Subcontractor may, at its discretion, following receipt of final payment for performance of its Program Services, reduce its accounts, books and records related to its Program Services to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an Authorized Representative to inspect, audit or obtain copies of said records, Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- H. The Authorized Representatives may audit Subcontractor at any time if there is a reasonable possibility of fraud or similar risk.
- I. Subcontractor agrees to include a similar right of Authorized Representatives to audit records and interview staff in any sub-subcontract related to performance of the Program Services.

24. SUBCONTRACTS.

Subcontractor shall not assign, transfer or subcontract its Program services or any of its rights or obligations to provide Program services under the 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 of the Agreement with respect to the Program Services and/or the County PSA.

25. PROCUREMENT OF RECOVERED MATERIALS.

Subcontractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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.

26. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. As appropriate and to the extent consistent with law, the Subcontractor should, to the greatest extent practicable, 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). The requirements of this section must be included in all subcontractor agreements.
- B. For purposes of this section:
 - 1. "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.
 - 2. "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.

27. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.

Subcontractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387). Subcontractor shall promptly disclose, in writing, to Contractor, who shall promptly disclose in writing to County, the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of the agreement or any subcontract thereunder, the Subcontractor has credible evidence that itself, a principal, employee, agent, or sub-subcontractor has committed a violation of the Clean Air Act (42 U.S.C. §§ 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387).

28. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

Subcontractor shall comply with the requirements of 2 CFR Part 200 which are hereby incorporated by reference in this award.

**Exhibit F - Attachment 1
State of California
Department of Health Care Services**

CERTIFICATION REGARDING LOBBYING

The undersigned 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 shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall 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 shall 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 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor

Printed Name of Person Signing for Contractor

Contract / Grant Number

Signature of Person Signing for Contractor

Date

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

Exhibit F - Attachment 2

Approved by OMB
0348-0046

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

| | | |
|---|---|--|
| <p>1. Type of Federal Action: <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p> | <p>2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award</p> | <p>3. Report Type: <input type="checkbox"/> a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____</p> |
| <p>4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known: Congressional District If known:</p> | | <p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District If known:</p> |
| <p>6. Federal Department Agency</p> | <p>7. Federal Program Name/Description: CDFA Number, if applicable: _____</p> | |
| <p>8. Federal Action Number, if known:</p> | <p>9. Award Amount, if known: \$ _____</p> | |
| <p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p> | <p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p> | |
| <p>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.</p> | <p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p> | |
| <p>Federal Use Only</p> | | <p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p> |

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 grants.
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.
10. (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) 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).
11. 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 G
QUARTERLY STAFFING REPORT
FORM

EXHIBIT H
COUNTY WRITTEN STANDARDS

EXHIBIT H
COUNTY WRITTEN STANDARDS

Data Elements for Medi-Cal Service Entry/Billing

All Registrations, Admissions and Discharges are completed in ShareCare (user guide link):
<https://www.countyofsb.org/behavioral-wellness/asset.c/3399>

1. Facility setup (ShareCare):
 - a. NPI
 - b. Address
 - c. DHCS Legal Entity Name
 - d. DHCS Legal Entity ID
 - e. DHCS Provider/Medi-Cal Certification Number

2. Clinical Service Provider Setup (ShareCare):
 - a. NPI
 - b. Taxonomy Code
 - c. License type (begin/end date)
 - d. Other QCM Credentialing- provider access setup

3. Consumer data Registration/Admission (ShareCare):
 - a. Name
 - b. Address
 - c. Gender
 - d. DOB
 - e. CIN
 - f. SSN
 - g. Guarantor
 - h. Third Party Payors (Eligibility)
 - i. Ability to Pay assessment (UMDAP)
 - j. MRN/Unique Consumer ID
 - k. Diagnosis Code(s)

4. Service Encounter (Clinicians Gateway):
 - a. Service Date

- b. HCPCS Code
- c. HCPCS Modifier(s)
- d. Service Units/duration of service Place of Service Code
- f. Pregnancy Indicator
- g. Emergency Indicator
- h. Service Note (per DHCS documentation requirements)

From BeWell Documentation Manual:

Crisis Stabilization

Crisis Stabilization is defined under 9 CCR §1810.210 and CA SPA 12-025 as “an unplanned, expedited service lasting less than 24 hours, to or on behalf of a beneficiary to address an urgent condition requiring immediate attention that cannot be adequately or safely addressed in a community setting. The goal of crisis stabilization is to avoid the need for inpatient services which, if the condition and symptoms are not treated, present an imminent threat to the beneficiary or others, or substantially increase the risk of the beneficiary becoming gravely disabled. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy. Crisis stabilization is distinguished from crisis intervention by being delivered by providers who do meet the crisis stabilization contact, site, and staffing requirements described in 9 CCR §1840.338 and 9 CCR §1840.348. Crisis stabilization must be provided on site at a licensed 24-hour health care facility, at a hospital based outpatient program (services in a hospital based outpatient program are provided in accordance with 42 CFR 440.20), or at a provider site certified by the Department of Health Care Services to perform crisis stabilization. Within Behavioral Wellness, the Crisis Stabilization Unit (CSU) located in Santa Barbara is the only program currently certified to provider crisis stabilization.

Assessment for Crisis Stabilization

An Initial Assessment is required at the time of admission. Since Crisis Stabilization is an unplanned service and the expected length of stay for is less than 24 hours, the initial and annual Treatment Plan requirements are not applicable to clients admitted to the CSU.

Timeliness of Service Documentation

At a minimum, providers must document every four-hour block of service time within a single Progress Note. An “hour” is defined by the client’s admission time (e.g., if the admission is 5:15 a.m. , then the first hour of service is 5:15 a.m. – 6:14 a.m.). The first hour of service is defined as the client’s admission time rounded up to the next hour. Example: Client admitted at 1:10 p.m. and receives services for 50 minutes. Even though only spent 50 minutes is spent with the client, for claiming purposes, staff should round up to 60 minutes.

Claiming Issues and Guidelines:

Rules from CCR Title 9 §1840.368 (“Lockouts for Crisis Stabilization”):

- Crisis Stabilization is not reimbursable on days when Psychiatric Inpatient Hospital Services, Psychiatric Health Facility Services, or Psychiatric Nursing Facility Services are reimbursed, except on the day of admission to those services.
- Crisis Stabilization is a package program and no other specialty mental health services are reimbursable during the same time period this service is reimbursed, except for Targeted Case Management.
- The maximum number of hours claimable for Crisis Stabilization in a 24 hour period is 20 hours.