

**Attachment A –
Davis Guest Home
FY 2026-28 Board Contract**

Board Contract # _____

**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

COUNTY OF SANTA BARBARA

AND

DAVIS GUEST HOME, INC.

FOR

MENTAL HEALTH SERVICES

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STANDARD TERMS **AND CONDITIONS**

**AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Davis Guest Home, Inc. with an address at 1878 E Hatch Rd, Modesto, CA 95351 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

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

1. DESIGNATED REPRESENTATIVE.

Director at phone number 805-681-5220 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Lonny Davis at phone number 209-538-1496 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:

Lonny Davis, Director
Davis Guest Home, Inc.
1878 E Hatch Rd
Modesto, CA 95351
Fax: 209-538-6584

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

3. SCOPE OF SERVICES.

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

4. TERM.

CONTRACTOR shall commence performance on 07/01/2026 and end performance upon completion, but no later than 06/30/2028 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR.

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

6. INDEPENDENT CONTRACTOR.

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

7. STANDARD OF PERFORMANCE.

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

8. DEBARMENT AND SUSPENSION.

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended. CONTRACTOR shall also comply with the debarment and suspension provisions set forth in EXHIBIT AA General Provisions ADP/MHS to this Agreement.

9. TAXES.

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

10. CONFLICT OF INTEREST.

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

provided by COUNTY to CONTRACTOR in writing. CONTRACTOR shall also comply with the conflict of interest provisions set forth in EXHIBIT AA General Provisions: ADP/MHS to this Agreement.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

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

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

12. NO PUBLICITY OR ENDORSEMENT.

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION.

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

14. RECORDS, AUDIT, AND REVIEW.

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

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

CONTRACTOR shall also comply with the records, audit and review provisions set forth in EXHIBIT AA General Provisions: ADP/MHS to this Agreement.

15. INDEMNIFICATION AND INSURANCE.

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

16. NONDISCRIMINATION.

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara COUNTY Code) applies to this Agreement and is

incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance. CONTRACTOR shall also comply with the nondiscrimination provisions set forth in EXHIBIT AA General Provisions: ADP/MHS to this Agreement.

17. NONEXCLUSIVE AGREEMENT.

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

18. NON-ASSIGNMENT.

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

19. TERMINATION.

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

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon 30 days written notice. During the 30-day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option,

terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

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

20. SECTION HEADINGS.

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

21. SEVERABILITY.

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

22. REMEDIES NOT EXCLUSIVE.

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

23. TIME IS OF THE ESSENCE.

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

24. NO WAIVER OF DEFAULT.

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

25. ENTIRE AGREEMENT AND AMENDMENT.

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

26. SUCCESSORS AND ASSIGNS.

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

27. COMPLIANCE WITH LAW.

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

28. CALIFORNIA LAW AND JURISDICTION.

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

29. EXECUTION OF COUNTERPARTS.

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

30. AUTHORITY.

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

31. SURVIVAL.

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

32. PRECEDENCE.

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

33. BUSINESS ASSOCIATE. (RESERVED)

THIS SECTION LEFT BLANK INTENTIONALLY.

SIGNATURE PAGE FOLLOWS.

SIGNATURE PAGE

SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Davis Guest Home, Inc.**

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

COUNTY OF SANTA BARBARA

By: _____
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

DAVIS GUEST HOME, INC.

Signed by:
By: Lonny Davis
B0DF92962A9645D...
Authorized Representative

Name: Lonny Davis

Title: President

Date: 5/28/2026

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

Signed by:
By: Bo Bai
48A252DEFFD3466...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

Signed by:
By: Shauna Jorgensen
DF6DB6D7D6344E6...
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT DIRECTOR,
DEPARTMENT OF BEHAVIORAL WELLNESS

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

APPROVED AS TO FORM:

MARISA KAHN, RISK MANAGER,
RISK MANAGEMENT

Signed by:
By: Marisa Kahn
DF54F5C86F0C41A...
Risk Manager

EXHIBIT A
STATEMENT OF WORK
MHS SERVICES

**EXHIBIT A-1 MHS
STATEMENT OF WORK:
SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM
(RESERVED)**

**EXHIBIT A-2 MHS
STATEMENT OF WORK:
INTENSIVE HOME BASED SERVICES, INTENSIVE CARE COORDINATION,
AND THERAPEUTIC BEHAVIORAL SERVICES
(RESERVED)**

**EXHIBIT A-3 MHS
STATEMENT OF WORK:
DAY REHABILITATION/DAY TREATMENT INTENSIVE
(RESERVED)**

**EXHIBIT A-4 MHS
STATEMENT OF WORK:
CRISIS RESIDENTIAL TREATMENT PROGRAM
(RESERVED)**

**EXHIBIT A-5 MHS
STATEMENT OF WORK:
ADULT RESIDENTIAL FACILITY – INTENSIVE RESIDENTIAL PROGRAM**

- 1. PROGRAM SUMMARY.** Davis Guest Home, Inc. (hereafter “CONTRACTOR” or Davis Guest Home”) operates an intensive residential program (the “Program”) which provides 24 hours, seven days per week structured mental health rehabilitation services, residential care and room and board to adults (aged 18 and over) with severe mental illness (SMI) who are at high risk for acute inpatient or long-term residential care.

The Program is designed for individuals with SMI whose symptoms of mental illness cause the most substantial levels of disability and functional impairment. Due to the severity of their symptoms and functional issues, individuals who receive these services are in the greatest need of rehabilitative services in order to live successfully in the community and achieve their personal recovery goals. Multiple barriers to successful functioning are common in this group and may include: co-occurring substance abuse or dependence, homelessness, unemployment, out-of-control illness management, frequent and persistent use of hospital emergency departments and inpatient psychiatric treatment, and problems with the legal system.

- 2. PROGRAM OBJECTIVES.** CONTRACTOR shall meet the following objectives:
- A.** Maintain members residential placement at the lowest appropriate level, and/or enable members to successfully move to a lower level of care;
 - B.** Connect members to social services and community resources;
 - C.** Assist members with developing independent living skills and psychological and social skills necessary for recovery;
 - D.** Provide around the clock (24/7) in-person care;
 - E.** Provide integrated care to help members manage symptoms, strengthen life skills, and re-engage in their community;
 - F.** Facilitate a safe, secure, nurturing, and behaviorally focused environment for adults that supports the well-being and enhances the opportunity for the members to reach their maximum level of functioning; and
 - G.** Successfully engage and stabilize members transitioning from Institutions for Mental Disease (IMDs), Acute Care Facilities or other residential settings.

3. SERVICES.

The Program shall include the following services as further described in Section II Program Service Requirements of Exhibit AA General Provisions: ADP/MHS of this Agreement:

- A. Assessment/Reassessment;
- B. Collateral;
- C. Crisis Intervention;
- D. Psychosocial Rehabilitation;
- E. Therapy; and
- F. Treatment Planning.

4. ADDITIONAL SERVICE REQUIREMENTS.

A. Activities of Daily Living. CONTRACTOR shall provide Activities of Daily Living (ADL) support, including but not limited to:

- 1. Assisting members in developing and maintaining knowledge of medications skills in self administration of medication and compliance with medication treatment;
- 2. Accessing and using laundry facilities (both in-home and coin-operated facilities);
- 3. Maintaining clean and well-kept living quarters, this shall include assigning household chores to be completed weekly;
- 4. Practicing good personal hygiene including physical health, such as hygiene, prevention and management of medical condition(s);
- 5. Scheduling and keeping appointments; and
- 6. Learning and practicing psychosocial skills, such as effective interpersonal communication and conflict resolution.

B. Budgeting. CONTRACTOR shall assist members with developing individual budgets based on income and expenses and assist members with managing finances, including bill-paying and living on fixed incomes.

C. Cooking and Meal Planning. CONTRACTOR shall assist members in developing skills related to cooking and meal planning, including:

- 1. Learning and developing healthy eating habits;
- 2. Learning to maintain a safe and sanitary kitchen; and
- 3. Shopping for and preparing meals with the assistance of Program staff.

D. Skill Building. CONTRACTOR shall provide skill building in social and recreational activities, including:

- 1. Providing structured direction so members learn how to engage in group activities that can provide meaningful social connections with others including peer support.

2. Group activities should include topics and events designed and implemented by peer support staff that have lived experience and/or are family members/care givers. As a member and family-driven program structure, focus for these activities should embody recovery, wellness, and resilience principles.
3. Providing structured direction so members learn how to engage in community activities to prepare for more independent living.
4. Assisting members to:
 - i. Identify, access and independently participate in social and/or recreational activities in the community with the goal of encouraging and promoting positive interaction with others, physical exercise and participating in health-related activities;
 - ii. Develop conversational skills; and
 - iii. Access activities that are cost-appropriate to the member's budget.
5. Instructing members how to access necessary services for routine, urgent, or emergency needs. CONTRACTOR shall assist members in learning how to access community services for on-going supports (i.e. alcohol and drug programs, outpatient mental health treatment services, routine medical services, etc.), CARES for psychological emergencies, and hospital emergency rooms for medical emergencies.
6. Assist members in developing skills to use natural supports for transportation and community recreational resources (e.g. YMCA, Adult Education, etc.) which afford members opportunities to practice the skills they are developing and/or learning.
7. CONTRACTOR shall provide family psychoeducational activities such as education to the family regarding mental illness, medications, and recognizing symptoms.
8. CONTRACTOR shall provide work-related support services to help members who want to find and maintain employment in community-based job sites as well as educational supports to help members who wish to pursue the educational programs necessary for securing a desired vocation.
 - i. Program staff shall assist members in finding employment that is part- or full-time, temporary or permanent, based on the unique interests and needs of each member. As often as possible, however, employment should be in real life, independent integrated settings with competitive wages.
 - ii. Services shall include, but not be limited to:

- a. Assessment of the effect of the member’s mental illness on employment or educational learning, with identification of specific behaviors that interfere with the member’s work or learning performance and development of interventions to reduce or eliminate those behaviors;
 - b. Development of an ongoing supportive educational or employment rehabilitation plan to help each member establish the skills necessary to find and maintain a job or to remain in an educational setting;
 - c. Individual supportive therapy to assist members to identify and cope with symptoms of mental illness that may interfere with work performance or learning; and
 - d. Work-related supportive services, such as assistance with grooming or personal hygiene, securing of appropriate clothing, wake-up calls, transportation, etc.
- E. Support Services.** CONTRACTOR shall assist members to access needed community resources, including, but not limited to:
- 1. Medical and dental services (e.g. having and effectively using a personal physician and dentist);
 - 2. Financial entitlements;
 - 3. Social services; and
 - 4. Legal advocacy and representation.
- F. Transportation.** CONTRACTOR shall provide transportation for Program members including:
- 1. Transporting to and from behavioral health, medical, and dental appointments;
 - 2. Assisting members to access needed community resources, through use of CONTRACTOR’s vehicle, including, but not limited to:
 - i. Medical and dental services (e.g. having and effectively using a personal physician and dentist).
- G. Vocational Skills.** CONTRACTOR shall assist members in improving and enhancing their vocational skills, including but not limited to:
- 1. Accessing and using public transportation;
 - 2. Accessing and using public libraries; and

3. Accessing and using educational and vocational resources (i.e. community colleges, Vocational Rehabilitation, etc.)

5. OPERATIONS.

A. Licensure/Certification. The Program shall be licensed as an Adult Residential Facility (ARF) and Residential Care Facility for the Elderly (RCFE) by the California Department of Social Services Community Care Licensing Division (CCLD).

B. Locations. The Program shall be located at the following location(s):

1. DGH #1, Hatch: Back House (Male & Female ARF) – 1878 E Hatch Rd, Modesto, CA 95351,
2. DGH #2, Hatch: Front House (Male & Female ARF) – 1900 E Hatch Rd, Modesto, CA 95351,
3. DGH #3, Nadine (Male & Female RCFE) – 1628 Nadine Ave, Modesto, CA 95351,
4. DGH #4, Ohio (Male & Female RCFE) – 1552 Ohio Ave, Modesto, CA 95358,
5. DGH #5, Mauna Loa (Male & Female RCFE) – 2405 Mauna Loa, Modesto, CA 95351,
6. DGH #6, Central (Male & Female RCFE) – 1209 N Central Ave, Modesto, CA 95351,
7. DGH #7, Villa (Male ARF) – 1232 Nadine Ave, Modesto, CA 95351,
8. DGH #8, Salida (Male & Female RCFE) – 5348 Kiernan Ave, Salida, CA 95368.

C. Hours of Operation and Staff Coverage.

1. CONTRACTOR shall provide 24 hours per day, seven days per week of structured mental health rehabilitation services, residential care and room and board for members placed at the Program as described in Section 7 (Referrals).
2. CONTRACTOR shall abide by CCLD staffing requirements for 24 hours per day, seven days per week coverage with on-call staff as necessary for emergency situations.

D. Bed Holds. CONTRACTOR will hold a member's bed for a total of seven days for in-patient hospitalizations (medical and/or psychiatric) per occurrence and seven days per month for overnight passes. COUNTY may secure extensions beyond seven days with written notice to CONTRACTOR Administration.

E. Service Intensity. Length of treatment shall be determined in collaboration between COUNTY's Behavioral Wellness Treatment Team and CONTRACTOR's Administration.

F. Additional Operational Requirements. Augmented services provided by CONTRACTOR as transportation outside of Stanislaus County, enhanced staffing requests, residents

requiring special medical attention waivers or treatments, and other enhanced services may be negotiated on an individual basis.

6. MEMBERS. CONTRACTOR shall be reimbursed through this Agreement for the provision of the services described in Section 3 (Services) and Section 4 (Additional Service Requirements) to a caseload up to ten adult COUNTY members (aged 18 – 59 at ARF, and aged 60 and older at RCFE) at the facilities as described in Section 5.B. (Locations) at the Base Rate, or as otherwise approved by the Director of the Department of Behavioral Wellness or designee in writing.

- A. Priority of the population served will include individuals with SMI who are transitioning from or are at risk of placement at Institutions for Mental Disease (IMDs), Acute Inpatient Facility settings, or other residential living settings.
- B. Priority should be given to members with long term psychiatric disabilities such as schizophrenia, other psychotic disorders, and bipolar disorders.
- C. Program members should have symptoms that seriously impair their functioning in independent living community settings. Because of mental illness, the member has substantial disability and functional impairment as indicated by member’s assessment and previous treatment history.
- D. COUNTY agrees that in the event individuals placed with CONTRACTOR are no longer conserved by COUNTY, CONTRACTOR will be notified as to the change of Conservator status.
- E. COUNTY agrees to continue case management responsibility for any member whose Santa Barbara County conservatorship terminates while at CONTRACTOR’s facility. COUNTY further agrees to work towards avoiding a non-conserved member leaving CONTRACTOR’s facility and becoming a Stanislaus permanent resident. All efforts will be made to relocate such a member to COUNTY for placement.

7. REFERRALS.

A. **COUNTY Behavioral Wellness.** COUNTY’s Behavioral Wellness Treatment Team or designee shall:

- 1. Review open cases to determine those appropriate for placement. Members from IMDs or higher level of care shall be prioritized for placement; and
- 2. Submit a referral packet, described herein in Section 7.C, and other available documentation necessary to evaluate the member’s appropriateness for the Program to CONTRACTOR.

B. CONTRACTOR shall:

1. Admit members Monday through Friday.
2. Admit and provide services to members referred by COUNTY treatment teams in order for those services to be reimbursed by COUNTY.

C. Referral Packet. Prior to admission, CONTRACTOR shall maintain a referral packet within its files (hard copy or electronic), for each member referred and treated. Any items provided in hard copy that are also available in the Behavioral Wellness medical record system shall be shredded by CONTRACTOR upon opening the member to the program in compliance with Health Insurance Portability and Accountability Act (HIPAA). The Referral Packet shall contain each of the following items:

1. A copy of the facility's referral packet as required by licensure.
2. A member face sheet listing all of the COUNTY programs that the member has been admitted to over time, and is currently admitted to, including hospitalizations.
3. COUNTY staff will provide demographic information and relevant history to facilitate admission review that meets the requirements of the licensure of the facility.
4. On a case-by-case basis, COUNTY may provide a copy of the most recent comprehensive assessment and/or assessment update, including intake and admission assessments and psychological assessment discharge plan.
5. On a case-by-case basis, COUNTY may provide a copy of the most recent medication record Medi-Cal Eligibility Database Sheet (MEDS) and health questionnaire to include Tuberculosis (TB) screening.
6. Other documents as reasonably requested by CONTRACTOR or COUNTY.

8. AUTHORIZATION, ADMISSION, INTAKE, AND REAUTHORIZATION.

- A. CONTRACTOR shall receive a risk assessment within 24 hours of admission and will administer the risk assessment to member.
- B. CONTRACTOR shall maintain a written admission agreement between the CONTRACTOR's facility and each member (or authorized representative) who is received for services and admitted to the program pursuant to applicable sections of the California Code of Regulations, Title 22, Division 6. A sample admission agreement is attached hereto as Exhibit A(s) Attachment 1.
- C. CONTRACTOR shall notify COUNTY that a program slot has been vacated as described in Section 11.B.2 (CONTRACTOR's Responsibilities).

- D. CONTRACTOR shall respond within 72 hours to acknowledge receipt of referral and within seven days for admission decisions to referrals from the date of receipt of the referral.
 - E. CONTRACTOR shall interview any member referred by COUNTY as described in Section 7 (Referrals) who meet Program admission under this Section 8 (Authorization, Admission, Intake, and Reauthorization) and shall admit members to CONTRACTOR's program unless compelling clinical circumstances exist that contraindicate admission, or if space is not available in the Program.
 - F. Referrals may also require CCLD approval if there is an exception needed for admission for residential treatment.
 - G. In the event a referral is not accepted per Section 9 (Exclusion Criteria), CONTRACTOR shall notify COUNTY of the reason for not accepting the referral.
9. **EXCLUSION CRITERIA.** On a case-by-case basis, members may be excluded from receiving services, subject to approval by COUNTY's Behavioral Wellness Treatment Team or designee in collaboration with CONTRACTOR. Members must be informed of exclusion from the Program in compliance with *Department of Behavioral Wellness' Policy and Procedure #4.010 Notice of Adverse Benefit Determination*. The following may be cause for member exclusion from the Program:
- A. Member threatens or commits violence toward staff or other members;
 - B. Rude or disruptive behavior that cannot be redirected. Notwithstanding the foregoing, for members whose behavior is difficult to redirect but who have not engaged in overt acts of violence or threatened violence, such behavior shall not constitute grounds for exclusion. In such instances, the COUNTY's Behavioral Wellness Treatment Team shall meet with CONTRACTOR for a clinical decision;
 - C. Members with restricted health conditions as defined by Adult Residential Facilities and Residential Care Facilities for the Elderly policies, CCLD, or have a history of fire setting within the last five years and those who are not classified as "ambulatory" will be excluded from the Program participation in accordance with licensing requirements;
 - D. Member's recent history (conviction or charges) within the past six months of violent crime or sexual predation; and
 - E. Member with Anti-Social Personality Disorder or at risk of self-harm, unless agreed upon by both parties.

10. DOCUMENTATION REQUIREMENTS.

A. Behavioral Wellness Member Service Plan (MSP). The COUNTY's Behavioral Wellness Treatment Team shall:

1. Complete an MSP in collaboration with CONTRACTOR for each member receiving Program services in accordance with the Behavioral Wellness Clinical Documentation Manual.
2. Provide the revised MSP to CONTRACTOR's staff as MSPs are amended and updated.
3. Verify the presence of a current, valid, active MSP and ensure that the services provided by CONTRACTOR are authorized by the MSP.
4. COUNTY agrees to provide CONTRACTOR's names and contact information (including after-hours contact numbers) for Case Managers and or Conservators in the event of emergencies. Emergency contacts must be available to respond to calls within one hour.

B. MSP and Action Plan. CONTRACTOR shall:

1. Provide a copy of the individualized plan with specific rehabilitation goals the CONTRACTOR is working on with the member to the member's Behavioral Wellness Treatment Team.
2. Provide services as determined by each member's MSP and Action Plan.
3. Complete the Actin Plan within 30 days of member's enrollment into the Program and align the Action Plan with the overall goals of the member's MSP.
4. Provide copies of members' Action Plans to Behavioral Wellness upon completion and upon any further updates or revisions, as applicable.

C. The individualized plan will be developed collaboratively with CONTRACTOR, Behavioral Wellness Treatment Team, and member.

D. The MSP will provide overall direction for the collaborative work of the member, the Program and the COUNTY Behavioral Wellness Treatment Team, as applicable.

11. DISCHARGE. COUNTY's Behavioral Wellness Treatment Team shall work closely with each member and with the CONTRACTOR's Program staff to establish a written discharge plan that is responsive to the member's needs and personal goals. CONTRACTOR's admission agreement, as described in Exhibit A(s), Attachment 1, includes additional terms and conditions regarding involuntary discharge or eviction, including but not limited to non-

payment and program rule violations, consistent with applicable requirements under California Code of Regulations, Title 22, Chapter 8, Section 87224.

A. COUNTY's Responsibilities.

1. COUNTY will be responsible for the arrangement placement of the member upon discharge.
2. COUNTY's Behavioral Wellness Treatment Team shall participate in the development of discharge plans and shall provide assistance to members in completion of their plan.
3. COUNTY will give CONTRACTOR Administration a written two-week notice to terminate a member's placement at CONTRACTOR's facility.

B. CONTRACTOR's Responsibilities.

1. CONTRACTOR shall implement any involuntary discharge or eviction in accordance with applicable law, licensing requirements, and the terms of the admission agreement, and shall provide required notice to COUNTY and the member.
 2. CONTRACTOR shall notify COUNTY immediately of any decision to discharge or evict.
 3. CONTRACTOR shall notify COUNTY immediately of the final discharge date.
 4. CONTRACTOR shall provide regular updates and updates as requested by COUNTY regarding census, bed availability, and treatment progress.
- C. CONTRACTOR and COUNTY shall collaborate in planning for discharge and transition.
- D. The discharge plan shall be documented in the COUNTY's electronic health record (EHR) SmartCare system.
- E. Members and their families shall be involved as much as possible in the discharge and graduation process.
- F. Residential members may be discharged by CONTRACTOR according to CCLD requirements.

12. NON-RESIMBURSEMENT. (RESERVED)

13. REPORTING AND MONITORING. (RESERVED)

14. STAFFING.

- A. Adult Residential Facility/Residential Care Facility for the Elderly Staff.** CONTRACTOR shall adhere to the Program staffing requirements under California Code of Regulations, Title 22, governing Adult Residential Facilities and Residential Care Facilities for the

Elderly, and any additional staffing standards required by COUNTY for program operations.

- B. Mental Health Staff.** CONTRACTOR staff providing direct services to members shall be trained and skilled at and provided with the required supervision of service delivery in working with persons with serious mental illness (SMI) and shall adhere to professionally recognized evidence-based best practices for rehabilitation assessment, service planning, and service delivery.

15. PROGRAM GOALS, OUTCOMES, AND MEASURES.

- A.** CONTRACTOR shall comply with the program goals, outcomes and measures in Subsection B and comply with modifications to the program goals, outcomes, and measures that do not alter the maximum contract amount of this Agreement and are authorized by the Director of the Department of Behavioral Wellness or designee in writing pursuant to Section 25 (Entire Agreement and Amendment) of the Standard Terms and Conditions of this Agreement.
- B.** CONTRACTOR shall meet the Program goal of successful intensive residential program services and the outcomes and measures as identified below:

Program Evaluation		
Adult Residential Facility Treatment Services		
Program Goals	Outcomes	Measures
Census Information	A. Unique Members Served	#
	B. New Enrollments	#
	C. Discharges	#
1. Reduce mental health and substance abuse symptoms resulting in reduced utilization of involuntary care and emergency rooms for mental health and physical health problems.	A. Incarcerations/Juvenile Hall	≤5%
	B. Of those with an incarceration , follow up after discharge from jail within 7 days	≥95
	C. Psychiatric Inpatient Admissions/Hospitalizations	≤10%
	D. Of those with an inpatient admission , follow up after discharge from inpatient within 7 days	≥95
	E. Crisis Services	≤10
	A. Stable/Permanent Housing	N/A

2. Assist members in their mental health recovery process and with developing the skills necessary to lead independent, healthy and productive lives in the community.	B. Engaged in Purposeful Activity	N/A
	C. Of those who discharged (#dc = denominator): % who transitioned to a lower level of care (or graduated/ discharged because care no longer needed or medical necessity not met)	≥85
	D. Incidents requiring a higher level of supervision	≤5%
	E. % members discharged by program against member choice (attach any information about evictions/terminations)	≤5
	F. Percent of members who “showed improvement” on the Milestones of Recovery (MORS)	N/A

EXHIBIT A(S) –
ATTACHMENT 1

DAVIS GUEST HOME
ADMISSION AGREEMENT

**ATTACHMENT 1
DAVIS GUEST HOME
ADMISSION AGREEMENT**

**DAVIS GUEST HOME
ADMISSION AGREEMENT**

TO LICENSEE/APPLICATION: All community care facilities and Residential Care Facilities for the Elderly are required to have written admission agreement between the facility and each client/resident (or authorized representative) who is received for services pursuant to applicable sections of the California Code of Regulations, Title 22, Division 6.

1. FACILITY INFORMATION				
Name of Facility: Davis Guest Home			Type of Facility:	
Address	City	State	Zip Code	Telephone:

is a residential care facility licensed by the State Department of Social Services. **THE FACILITY IS A NON-MEDICAL CARE FACILITY WHICH NORMALLY IS NOT ALLOWED TO PROVIDE MEDICAL NURSING CARE.**

2. BASIC SERVICES:

A. The licensee shall provide the following basic services for:

Name of Client/Resident	Social Security No.	Birth Date

1) BASIC GENERAL SERVICES:

- (a) Lodging: Double Room
- (b) Food Services:
 - a. Three nutritious meals daily and between meals nourishment or snack.
 - b. Special diets if prescribed by a doctor in writing.
- (c) Laundry service.
- (d) Cleaning of the client's/resident's room.
- (e) Comfortable and suitable bed including fresh linen weekly or more often, if required.
- (f) Plan, arrange and/or provide for transportation to medical and dental appointments.
- (g) A planned activity program including arrangement for utilization of available community resources.
- (h) Notification to family and other appropriate person/agency of client's/resident's needs.

2) BASIC PERSONAL SERVICES:

- (a) Continuous observation, care and supervision, as required.
- (b) Assistance with bathing and personal needs as required.
- (c) Assistance in meeting necessary medical and dental needs.
- (d) Assistance, as needed with taking prescribed medications in accordance with physician's instructions unless prohibited by law or regulation.
- (e) Bedside care for minor temporary illnesses.
- (f) Maintenance or supervision of client/resident cash resources or property, if necessary.

B. The monthly rate for basic services is \$1444.07 or \$1,464.07

C. Basic services are paid: in advance in arrears.

The basic monthly rate, as stated above, does not include additional charges for optional services provided by the facility.

There is no obligation purchase any of these services.

3. OPTIONAL SERVICES:

A. The licensee will provide the following optional services.

<u>SERVICE</u>	<u>TIME/INTERVALS</u> FOR PROVIDING SERVICE	<u>RATE</u>	<u>PAY SCHEDULE</u>
(1)			
(2)			
(3)			
(4)			
(5)			

B. Total monthly rate for optional services is _____.

C. Optional services are paid in advance in arrears.

4. TOTAL MONTHLY RATE (BASIC & OPTIONAL SERVICES) is _____.

EVICTIION PROCEDURES: ADULT RESIDENTIAL/RESIDENTIAL CARE FACILITIES FOR THE ELDERLY.

- A. The licensee/administrator of the facility may, upon thirty (30) days written notice to the client/resident, evict the client/resident for one or more of the reasons:
- 1) Nonpayment of the rate for basic services within ten days of the due date.
 - 2) Failure of the client/resident to comply with state or local law after receiving written notice of the alleged violation.
 - 3) Failure of the client/resident to comply with the following written general policies of the facility which are for the purpose of making possible for clients/residents to live together: (see signed house rules agreement)
 - 4) Inability of the licensee to meet the client's/resident's needs. Based upon a reassessment of the client's/resident's needs, conducted pursuant to applicable regulations, the licensee/administrator of the facility and the person who performs the assessment determine that the facility is not appropriate for the client/resident and the client/resident has been given the opportunity to relocate.
 - 5) Change the use of the facility.
- B. The placement agency agrees that the client/resident is initially placed in the facility on a 5 day "trial-placement"; the placement agency understands that this "trial-placement" period is designed to help the Davis Home Guest Home licensee/administrator determine if they can adequately meet the clients/resident's needs, and if the individual is a candidate for continued placement at Davis Guest Home. If at the end of this 5 day "trial-placement" period the licensee/administrator of Davis Guest Home determines that the clients/resident's needs cannot be provided by this facility, the individual will not be permanently admitted, and the placement agency will make other arrangements for client/resident housing no later than the next business day.
- C. The licensee/administrator of the facility may, upon obtaining prior and/or documented telephone approval from the licensing agency, evict the client/resident upon three (3) days written notice to quit. The licensing agency may grant approval for the eviction upon a finding of good cause. Good cause exists if the client/resident is engaging in behavior which is a threat to the mental and/or physical health or safety of himself/ herself or to others in the facility.
- D. The licensee/administrator of the facility shall, in addition to either serving thirty (30) day's notice or seeking approval from the Department and serving three (3) day's notice on the client/resident notify or mail a copy of the notices to quit to the client's/resident's authorized representative, if any. Additionally, a written report of any eviction shall be sent to the licensing agency within five (5) days. The licensee/administrator of the facility shall set forth in the notice to quit the reasons relied upon for the eviction with specific facility permit determination of the date, place, witnesses, and circumstances.
- E. The facility licensee/administrator may, upon hospitalization of the client/resident, "fail placement" of such client/resident, and not allow the individual to return back to the facility upon discharge from the hospital. If referred back to Davis Guest Home for placement, the facility licensee/ administrator will consider the individual for placement through the customary and usual interview/ assessment process.
- F. If the client/resident has a change of representative payee, and does not provide Davis Guest Home at least 30 days advance notice of the change, then Davis Guest Home does not have to provide the client/resident with a 30 day notice to move out of the facility.

5. **FACILITY VISITING POLICY:** The visiting policy is visits ok from 8 am to 8 PM, 7 days a week, unless prior arrangements are made with Davis Guest Home Management.
6. **FACILITY PERSONAL PROPERTY POLICY:** Due to limited storage space, each individual moving into and living at Davis Guest Home are limited to a total of 3-3x3 boxes or large plastic bags, and not more than two standard size suitcases. All other personal items that residents would like to have (including, but not limited to, TV's, furniture, etc) will be evaluated by the Facility Administrator on a case by case basis.
7. **NOTICE OF RATE CHANGE:** If the rates are increased, the client/resident or authorized representative will be given at least 30 days written notice of the change. However, clients/residents whose care is funded at rates prescribed by government funded programs may have the basic rate changed effective on the operative date of any rate change made in that program without notice.
8. **MONTHLY RATE:** The total monthly rate set forth in the admission agreement will be prorated on a daily basis upon the client's/resident's admission to or departure from the facility during the month.
9. **REFUND POLICY:** Refund policy for this facility is a 14 day written notice required.
10. If client/resident leave the facility temporarily, the holding rate for his/her room is the same as Item 2 or _____.
11. The licensee will not be responsible for any cash resources, valuables or personal property brought into the facility unless these items are delivered to the licensee/administrator for safeguarding.

12. _____ Will:
 NAME OF CLIENT/RESIDENT OR AUTHORIZED REPRESENTATIVE

- A. Pay the basic monthly rate in advance in arrears.
 - B. Will will not purchase the above listed optional services.
 - C. Cooperate with the general policies of the facility that make it possible for clients/residents to live together.
 - D. Not bring medications, special foods, or beverages into the facility without the knowledge of the administrator.
 - E. Not be destructive of the property, of the facility or other clients/residents.
 - F. Provide two week's notice of intent to move from the facility unless the client's physical condition prevents this being done.
13. California Code of Regulations Sections 87568 and 80068(b)(6) - address the admission agreement requirement. Right of the licensing agency to perform the inspection duties are contained in Sections 80044 (b)(c) and 87344.
14. The client's/resident's funding source is private source SSI/SSP established rate government funded.
15. I hereby give consent for Davis Guest Home, or their designated agents to use my photograph for identification, promotional purposes including its website, and staff training videos. In giving my consent, I hereby release and hold harmless Davis Guest Home and its agents from any and all responsibility. I understand that only my picture and not any personal information will be used. I also understand that no compensation will be received.
16. The signature of the "Client/Resident or Authorized Representative" below indicates that him/her has read, or had read and explained to him/her, the provisions of this agreement voluntarily.

18. PARTIES TO THIS AGREEMENT.	
CLIENT/RESIDENT	DATE
LICENSEE/ADMINISTRATOR :	DATE:
AUTHORIZED REPRESENTATIVE	DATE

- * Admission agreements shall be completed and signed in duplicate.
- * Date client/resident was discharged
- * One copy is to be retained by the residential facility
- * One copy is to be given to the client/resident or authorized representative.

Notice of Long-Term Care Ombudsman for Stanislaus County

p. 209.529.3784 e. stancico@ccstockton.org w. ccstockton.org/senior-services

- The Long-Term Care Ombudsman is available as a resource for both the following purposes:
- Accessing additional information regarding resident care at the facility.
 - Reporting resident care concerns.

EXHIBIT AA
ADP AND MHS
GENERAL PROVISIONS

**EXHIBIT AA ADP/MHS
GENERAL PROVISIONS**

The following provisions shall apply to all Alcohol and Drug Program and Mental Health Services programs operated under this Agreement for the provision of Drug Medi-Cal Organized Delivery System (DMC-ODS) and specialty mental health services (SMHS) to Medi-Cal members residing in Santa Barbara County or County of Responsibility who meet the applicable access criteria, included as Exhibit(s) A-5 unless separately and specially set forth in the this General Provision or scope of work specific to each program.

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

SECTION I. PERFORMANCE REQUIREMENTS
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1. PERFORMANCE.

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

1. CONTRACTOR agrees to comply with the Special Terms and Conditions (STCs) of the DMC-ODS waiver, and by the Intergovernmental Agreement between the County Department of Behavioral Wellness (Department) and State Department of Healthcare Services (DHCS) for providing covered Drug Medi-Cal Organized Delivery System (DMC-ODS) services for Substance Use Disorder treatment, of the Intergovernmental Agreement.
2. CONTRACTOR agrees to comply with all applicable federal, state, and local laws including federal and state laws pertaining to member rights, applicable sections of California’s Medicaid State Plan (State Plan), applicable federal waivers, and applicable DHCS Behavioral Health Information Notices (BHIN(s)) in its provision of services as a subcontractor or contracted provider of COUNTY as an integrated county behavioral health plan.

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

- 5. All laws and regulations relating to patients' rights including Welfare and Institutions Code (Welf. & Inst. Code) section 5325, 9 California Code of Regulations (Cal. Code Regs.) sections 862 through 868, and 42 Code of Federal Regulations section 438.100; and
- 6. All existing policy letters issued by DHCS. All policy letters issued by DHCS subsequent to the effective date of this Agreement shall provide clarification of CONTRACTOR's obligations pursuant to this Agreement.

C. **Alcohol and Drug Programs.** (Reserved)

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

E. **Substance Use Block Grant Requirements.** (Reserved)

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

SECTION II. PROGRAM SERVICE REQUIREMENTS

1. **SERVICES.**

A. **Alcohol and Drug Program Services.** (Reserved)

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

1. **Assessment/Reassessment.** "Assessment" means a service activity designed to collect information and evaluate the current status of a member's mental, emotional, or behavioral health to determine whether Rehabilitative Mental Health Services are medically necessary and to recommend or update a course of treatment for that member. Assessments shall be conducted and documented in accordance with applicable state and federal statutes, regulations, and standards. (State Plan, Supplement 3 to Attachment 3.1-A, page 1 [TN 22-0023].)

i. **Child and Adolescent Needs & Strengths and Adult Needs and Strengths Assessment.** The Child and Adolescent Needs and Strengths (IP-CANS) is a

structured assessment for identifying youth and family actionable needs and useful strengths. It provides a framework for developing and communicating about a shared vision and uses youth and family information to inform planning, support decisions, and monitor outcomes. The Adult Needs and Strength Assessment (ANSA) is a multi-purpose tool developed for adult's mental health services to support care planning.

- a. CONTRACTOR shall complete the IP-CANS for each member age zero and up to 20 years, and the ANSA for each member age 21 years or older.
 - b. The IP-CANS and ANSA shall be administered by a certified provider and through a collaborative process involving at minimum the member and caregiver (as applicable).
 - c. The IP-CANS and ANSA shall be completed at intake, every six months after the first administration, and at discharge.
 - d. The IP-CANS and ANSA shall reflect member improvement in three or more of the following domains: functioning, school, behavioral/emotional, strength behavior, risk behavior, and caregiver needs and strengths (the last of which is applicable to IP-CANS only).
 - e. For members involved with child-services agencies, including Santa Barbara County Child Welfare Services and Probation, CONTRACTOR shall provide a copy of the IP-CANS to the child-serving agencies upon completion of each IP-CANS with a valid, written authorization or release of information.
- ii. Pediatric Symptom Checklist. The Pediatric Symptom Checklist (PSC-35) is a psychosocial screening tool designed to facilitate the recognition of cognitive, emotional, and behavioral problems so that appropriate interventions can be initiated as early as possible.
- a. CONTRACTOR shall require a parent or caregiver to complete the PSC-35 for their children, age three years and up to 18 years.
 - b. The PSC-35 shall be completed at intake, every six months following the first administration, and at discharge.
2. **Collateral**. "Collateral" means a service activity to a significant support person(s) in a member's life for the purpose of meeting the needs of the member in terms of achieving the goals of the member's plan. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the member,

consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The member may or may not be present for this service activity. (Cal. Code of Regs., tit. 9, § 1810.206.)

- i. Significant Support Person. “Significant support person” means a person(s), in the opinion of the member or the person providing services, who has or could have a significant role in the successful outcome of treatment including, but not limited to, the parents or legal guardian of a member who is a minor, the legal representative of a member who is not a minor, a person living in the same household as the member, the member’s spouse, and relatives of the member. (Cal. Code of Regs., tit., § 1810.246.1.)
3. **Crisis Intervention**. “Crisis Intervention” is an unplanned, expedited service to or on behalf of a member to address a condition that requires more timely response than a regularly scheduled visit. Crisis intervention is an emergency response service enabling a member to cope with a crisis, while assisting the member in regaining their status as a functioning community member. The goal of crisis intervention is to stabilize an immediate crisis within a community or clinical treatment setting. It may include contact with significant support person(s) or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, therapy, and referral and linkages. Crisis Intervention services may either be face-to-face or by telephone or telehealth and may be provided in a clinic setting or anywhere in the community. (State Plan, Supplement 3 to Attachment 3.1-A, page 2d [TN 22-0023].)
 4. **Intensive Care Coordination (ICC)**. “Intensive Care Coordination (ICC)” is a targeted case management service that facilitates assessment of care planning for and coordination of services to members under the age of 21 years who are eligible for the full scope of Medi-Cal services and who meet medical criteria to access specialty mental health services. ICC service components include: assessing; service planning and implementation; monitoring and adapting; and transition. ICC services are provided through the principles of the Integrated Core Practice Model, including the establishment of the Child and Family Team (CFT), to ensure facilitation of a collaborative relationship among a child, their family, and involved child-serving systems. The CFT is comprised of, as appropriate, both formal supports, such as the care coordinator, providers, case managers from child-serving agencies, and natural supports, such as family members, neighbors, friends, and clergy and all ancillary individuals who work together to develop and

implement the member plan and are responsible for supporting the child and family in attaining their goals. ICC also provides an ICC coordinator who:

- i. Ensures that medically necessary services are accessed, coordinated, and delivered in a strength-based, individualized, family/child driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the child;
- ii. Facilitates a collaborative relationship among the child, their family, and systems involved in providing services to the child;
- iii. Supports the parent/caregiver in meeting their child's needs;
- iv. Helps establish the CFT and provides ongoing support; and
- v. Organizes and matches care across providers and child-serving systems to allow the child to be served in their community.

5. Intensive Home Based Services (IHBS). “Intensive Home Based Services (IHBS)” are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child’s functioning and are aimed at helping the child build skills necessary for successful functioning in the home and community and improving the child’s family’s ability to help the child successfully function in the home and community. IHBS services are provided in accordance with the Integrated Core Practice Model by the Child and Family Team in coordination with the family’s overall service plan which may include IHBS. Service activities may include, but are not limited to, assessment, treatment plan, therapy, and rehabilitation and include contact with significant support person(s) or other collaterals if the purpose of their participation is to focus on the treatment of the member. IHBS is provided to members under the age of 21 years who are eligible for the full scope of Medi-Cal services and who meet the access criteria for specialty mental health services.

6. Medication Support Services. “Medication Support Services” include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. This service includes one or more of the following service components: evaluation of the need for medication; evaluation of clinical effectiveness and side effects; medication education including instruction in the use, risks, and benefits of and alternatives for medication; and treatment planning. Medication support services may include contact with significant support person(s) or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service may also include assessing the appropriateness of reducing medication usage when

clinically indicated. Medication support services may be provided face-to-face, by telephone, or by telehealth and may be provided anywhere in the community. Medication support services may be delivered as a standalone service or as a component of crisis stabilization.

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

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

telephone with the member or significant support person(s) and may be provided anywhere in the community. Additionally, services may be provided by any person determined by the specialty mental health services program to be qualified to provide the service, consistent with the scope of practice and state law.

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

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

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

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

2. ADDITIONAL PROGRAM REQUIREMENTS.

A. Coordination of Services. CONTRACTOR shall provide services in coordination and collaboration with Behavioral Wellness, including Mental Health Services; Alcohol and

Drug Program services, the County Probation Department; other COUNTY departments; and other community-based organizations, as applicable.

B. Timely Access to Services.

1. CONTRACTOR shall meet State standards for timely access to care and services, taking into account the urgency of the need for services.
2. CONTRACTOR shall make services included in this Agreement available 24 hours a day, seven days a week, when medically necessary.
3. CONTRACTOR shall have policies and procedures in place to screen for emergency medical conditions and immediately refer members to emergency medical care.

C. Accessibility. CONTRACTOR shall ensure that it provides physical access, reasonable accommodations, and accessible equipment for Medi-Cal member with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)

D. Access to Routine Appointments. CONTRACTOR shall provide access to routine appointments (first appointment within ten business days). When not feasible, CONTRACTOR shall give the member the option to re-contact the COUNTY's Access team toll free at (888) 868-1649 and request another provider who may be able to serve the member within the ten-business day standard.

E. Hours of Operation. CONTRACTOR shall maintain hours of operation during which services are provided to Medi-Cal members that are no less than the hours of operation during which CONTRACTOR offers services to non-Medi-Cal members. If CONTRACTOR only offers services to Medi-Cal members, maintain hours of operation which are comparable to the hours CONTRACTOR makes available for Medi-Cal services not covered by COUNTY or another Mental Health Plan.

F. Member Assessment, Problem List, and Treatment Plan (or Treatment Plan Progress Note). CONTRACTOR shall complete an Assessment, Problem List, and Treatment Plan (or Treatment Plan Progress Note for targeted case management and peer support services) for each member receiving Program services in accordance with California Advancing and Innovating Medi-Cal (CalAIM) requirements, applicable Behavioral Wellness Policies and Procedures, and DMC-ODS and MHS documentation information available at [SmartCare & Documentation Resources | Santa Barbara County, CA - Official Website](#)

G. Parity in Mental Health & Substance Use Disorder Benefits (42 C.F.R. § 438.900 et seq.) To ensure compliance with the parity requirements set forth in 42 C.F.R. § 438.900 et seq., CONTRACTOR shall not impose, or allow its subcontractors, if any, to impose any financial requirements, Quantitative Treatment Limitations, or Non-

Quantitative Treatment Limitations in any classification of benefit (inpatient, outpatient, emergency care, or prescription drugs) other than those limitations permitted and outlined in the Intergovernmental Agreement, Contract Number 24-40145.

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

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

8. CONTRACTOR shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination based on disability.
- L. **Provider Directory.** CONTRACTOR shall maintain a provider directory on its agency website listing licensed individuals employed by the provider to deliver mental health services. Contract shall provide a paper form to members upon request. The provider directory must be updated at least monthly to include the following information:
1. Provider's name;
 2. Provider's business address(es);
 3. Telephone number(s);
 4. Email address;
 5. Website as appropriate;
 6. Specialty in terms of training, experience and specialization, including board certification (if any);
 7. Services/ modalities provided;
 8. Whether the provider accepts new members;
 9. The provider's cultural capabilities;
 10. The provider's linguistic capabilities;
 11. Whether the provider's office has accommodations for people with physical disabilities;
 12. Type of practitioner;
 13. National Provider Identifier Number;
 14. California License number and type of license; and
 15. An indication of whether the provider has completed cultural competence training.
- M. **Department of Behavioral Wellness Policies and Procedures.** CONTRACTOR shall comply with all applicable Department of Behavioral Wellness policies and procedures including those listed below. Department of Behavioral Wellness policies and procedures, available at [Policy Portal - Departmental - Smartsheet.com](https://www.smartsheet.com), and are incorporated herein by reference. CONTRACTOR agrees to comply with any changes to these policies and procedures that occur during the Term of this Agreement. This obligation shall apply without the need for an amendment(s) of this Agreement. If the

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

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

12. **Policy and Procedure #4.012.** CONTRACTOR shall comply with *Department of Behavioral Wellness' Policy and Procedure #4.012 Contracted Provider Relations.*
 13. **Policy and Procedure #4.014.** CONTRACTOR shall comply with *Department of Behavioral Wellness' Policy and Procedure #4.014 Service Triage for Urgent and Emergency Conditions.*
 14. **Policy and Procedure #4.015.** CONTRACTOR shall comply with *Department of Behavioral Wellness' Policy and Procedure #4.015 Staff Credentialing and Re-Credentialing*
 15. **Policy and Procedure #4.020.** CONTRACTOR shall comply with *Department of Behavioral Wellness' Policy and Procedure #4.020 Member Problem Resolution Process.*
 16. **Policy and Procedure #7.005.** CONTRACTOR shall comply with *Department of Behavioral Wellness' Policy and Procedure #7.005 Provider Monitoring.*
 17. **Policy and Procedure #8.009.** CONTRACTOR shall comply with *Department of Behavioral Wellness' Policy and Procedure #8.009 Medication Consent for Adults.*
 18. **Policy and Procedure #8.100.** CONTRACTOR shall comply with *Department of Behavioral Wellness' Policy and Procedure #8.100 Mental Health Client Assessment.*
 19. **Policy and Procedure #8.101.** CONTRACTOR shall comply with *Department of Behavioral Wellness' Policy and Procedure #8.101 Client Problem Lists, Treatment Plans, and Treatment Progress Notes.*
 20. **Policy and Procedure #8.102.** CONTRACTOR shall comply with *Department of Behavioral Wellness' Policy and Procedure #8.102 CalAIM Documentation Reform-Progress Note Requirements.*
 21. **Policy and Procedure 11.006.** CONTRACTOR shall comply with *Department of Behavioral Wellness' Policy and Procedure #11.006 Mandatory Trainings.*
 22. **Policy and Procedure #14.000.** CONTRACTOR shall comply with *Department of Behavioral Wellness' Policy and Procedure #14.000 Information System for Workforce Access*
 23. **Policy and Procedure #14.004.** CONTRACTOR shall comply with *Department of Behavioral Wellness' Policy and Procedure #14.004 Mail Encryption.*
- Policies Applicable to ADP services in addition to Policies 1- 23 listed above:***
24. **Policy and Procedure #7.020.** (Reserved)

- 25. **Policy and Procedure #7.022.** (Reserved)
- 26. **Policy and Procedure #7.036.** (Reserved)
- 27. **Policy and Procedure #12.002.** (Reserved)

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

- 28. **Policy and Procedure #4.000.** CONTRACTOR shall comply with *Department of Behavioral Wellness' Policy and Procedure #4.000 Authorization of Outpatient Specialty Mental Health Services.*
- 29. **Policy and Procedure #4.001.** CONTRACTOR shall comply with *Department of Behavioral Wellness' Policy and Procedure #4.001 Authorization of Therapeutic Behavioral Services (TBS),* applicable to providers providing children services.

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

- 30. **Policy and Procedure #4.021.** (Reserved)
- 31. **Policy and Procedure #19.004.** (Reserved)
- 32. **Policy and Procedure #19.007.** (Reserved).
- 33. **Policy and Procedure #19.009.** (Reserved)
- 34. **Policy and Procedure #19.011.** (Reserved)

N. Alcohol and Drug Programs. (Reserved)

3. CONFIDENTIALITY.

- A. **Compliance with Privacy and Data Security Authorities.** CONTRACTOR shall, at its sole cost and expense, comply with all applicable federal, state, and local healthcare privacy and data security requirements and authorities including, but not limited to, those authorities specified in this Section (Confidentiality) now in force or which may hereafter be in force and shall develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable efforts to secure written and/or electronic data.
- B. **Maintain Confidentiality.** CONTRACTOR agrees, and shall require its employees, agents, subcontractors, or contracted providers to agree, to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; Title 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&I) Section 5328 et seq. and Sections 14100.2 and 14184.102; Health and Safety

Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Exhibit D, Section 14 of the Intergovernmental Agreement Number 24-40145 to the extent that these requirements are applicable. Patient records must comply with all appropriate State and Federal requirements.

- C. No Publication of Member Lists.** CONTRACTOR shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of services under this Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
- D. Member's Health Record.** CONTRACTOR shall maintain and share, as appropriate, a member's health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).) CONTRACTOR shall ensure that, in the course of coordinating care, each member's privacy is protected in accordance with this Agreement all federal and state privacy laws, including but not limited to 45 C.F.R. parts 160 and 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)
- E.** CONTRACTOR shall comply with Exhibit F to the Integrated Intergovernmental Agreement to the extent CONTRACTOR is provided Personal Health Information ("PHI"), Personal Information ("PI"), or Personally Identifiable Information ("PII") as defined in Exhibit F of the Integrated Intergovernmental Agreement from COUNTY to perform functions, services, or activities specified in this Agreement.
- F.** CONTRACTOR shall make itself and any subcontractors, employees or agents assisting CONTRACTOR in the performance of its obligations under this Agreement, available to COUNTY or DHCS at no cost to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against COUNTY, DHCS, its directors, officers or employees based upon claimed violations of privacy involving inactions or actions by CONTRACTOR, except where CONTRACTOR or its subcontractor, employee or agent is a named adverse party.
- G.** Upon termination or expiration of this Agreement for any reason, CONTRACTOR shall return or destroy all PHI, PI and PII accessed in a database maintained by COUNTY, received by CONTRACTOR from COUNTY, or acquired or created by CONTRACTOR in connection with performing functions, services, or activities specified in this Agreement on behalf of COUNTY that CONTRACTOR still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, CONTRACTOR shall notify COUNTY of the conditions that make the return or destruction infeasible, and COUNTY and CONTRACTOR shall determine the terms and conditions under which CONTRACTOR may retain the PHI, PI or PII. CONTRACTOR shall

continue to extend the protections of Exhibit F of the Integrated Intergovernmental Agreement to such PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This subsection shall also apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of CONTRACTOR.

4. MEMBER AND FAMILY MEMBER EMPOWERMENT.

- A. **Support Active Involvement.** CONTRACTOR agrees to support active involvement of members and their families in treatment, recovery, and policy development.
- B. CONTRACTOR shall actively participate in the planning design, and execution of COUNTY's Quality Improvement Program as described in Cal. Code. Regs., Title 9, § 1810.440(a)(2)(A).
- C. CONTRACTOR shall comply with [Department of Behavioral Wellness' Policy and Procedure #3.000 Member Rights](#), and ensure that its employees and/or subcontracted providers observe and protect those rights.
- D. **Maintain Grievance Policy/Procedure.** CONTRACTOR shall adopt [Department of Behavioral Wellness' Policy and Procedure #4.020 Client Problem Resolution Process](#), to address member/family complaints in compliance with member grievance, appeal, and fair hearing procedures and timeframes as specified in 42 C.F.R. Section 438.400 through 42 C.F.R. Section 438.424.
- E. CONTRACTOR shall obtain and retain a written medication consent form signed by the member in accordance with [Department of Behavioral Wellness' Policy and Procedure #8.009 Medication Consent for Adults](#) to the extent CONTRACTOR is a "provider" as defined by the Integrated Intergovernmental Agreement.

5. NOTIFICATION REQUIREMENTS.

- A. **Notice to QCM.** CONTRACTOR shall immediately notify Behavioral Wellness Quality Care Management ("QCM") Division at 805-681-4777 or by email at BWELLQCM@sbcbswell.org in the event of:
 - 1. Known serious complaints against licensed/certified staff;
 - 2. Restrictions in practice or license/certification of staff as stipulated by a State agency;
 - 3. Staff privileges restricted at a hospital;
 - 4. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations); or

5. Any event triggering Incident Reporting, as defined in the *Department of Behavioral Wellness' Policy and Procedure #4.004 Unusual Occurrence Reporting*.
- B. Notice to Compliance Hotline.** CONTRACTOR shall immediately contact the Behavioral Wellness Compliance Hotline (805-884-6855) should any of the following occur:
1. Suspected or actual misappropriation of funds under CONTRACTOR's control;
 2. Legal suits initiated specific to the CONTRACTOR's practice;
 3. Initiation of criminal investigation of the CONTRACTOR; or
 4. Breach of Privacy Laws.
- C. Notice to Case Manager/Regional Manager/Staff.** For members receiving direct services from both Behavioral Wellness and CONTRACTOR staff, CONTRACTOR shall immediately notify the member's Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the member's care, or the applicable Regional Manager should any of the following occur:
1. Side effects requiring medical attention or observation;
 2. Behavioral symptoms presenting possible health problems; or
 3. Any behavioral symptom that may compromise the appropriateness of the placement.
- D. Definition of "Immediately."** "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. CONTRACTOR shall train all personnel in the use of the Behavioral Wellness Compliance Hotline (805-884-6855).
- E. Notice to Contracts Division.** CONTRACTOR may contact Behavioral Wellness Contracts Division at bwellcontractsstaff@sbcbswell.org for any contractual concerns or issues.
- F. Written Notice of Termination to Members.** CONTRACTOR shall make a good faith effort to give written notice of termination of CONTRACTOR as a provider of services to each member who was seen on a regular basis by CONTRACTOR. The notice to the member and a copy of each such notice to the COUNTY shall be provided 30 calendar days prior to the effective date of the termination of this Agreement or 15 calendar days after receipt or issuance of the notice of termination of this Agreement, whichever is later.
- G.** CONTRACTOR shall post taglines in any documents that are vital or critical to obtaining services and/or benefits, conspicuous physical locations where CONTRACTOR

interacts with the public, on CONTRACTOR's website in a location that allows any visitor to the website to easily locate the information, and in all member information and other information notice, in accordance with federal and state requirements.

6. CULTURAL COMPETENCE.

- A. Report on Capacity.** CONTRACTOR shall report on its capacity to provide culturally competent services to culturally diverse members and their families upon request from COUNTY, including:
1. The number of bilingual and bicultural staff (as part of the quarterly staffing report), and the number of culturally diverse members receiving Program services; and
 2. Efforts aimed at providing culturally competent services such as trainings provided to staff, changes or adaptations to service protocol, community education/outreach, etc.
- B. Communicate in Preferred Language.** At all times, the CONTRACTOR's Program(s) shall be staffed with personnel who can communicate in the member preferred language, or CONTRACTOR shall provide interpretation services, including American Sign Language (ASL).
- C. Bilingual Staff for Direct Service Positions.** CONTRACTOR will strive to fill direct service positions with bilingual staff in COUNTY's threshold language (Spanish) that is reflective of the specific needs of each region. CONTRACTOR percentage goals are calculated based on U.S. Census language data by region: Santa Barbara service area (including Goleta and Carpinteria) – 31%; Santa Maria service area (including Orcutt and Guadalupe) – 60%; and Lompoc service area (including Buellton and Solvang) – 41%.
- D. Cultural Considerations When Providing Services.** CONTRACTOR shall provide services that consider the cultural aspects of mental illness, as well as the ethnic and cultural diversity of members and families served. Additionally, any materials provided to the public must be printed in Spanish (threshold language).
- E. Services and Programs in Spanish.** Services and programs offered in English must also be made available in Spanish, if members identify Spanish as their preferred language, as specified in subsection B above.
- F.** As applicable, a measurable and documented effort must be made to conduct outreach to and to serve the marginalized, underserved, and non-served communities of Santa Barbara County.

- G. CONTRACTOR shall establish a process by which Spanish speaking staff who provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing in the Spanish language.

7. COMPLIANCE PROGRAM.

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

SECTION III. PROGRAM OPERATIONS REQUIREMENTS

1. STAFF.

- A. **Staff Background Investigations.** At any time prior to or during the term of this Agreement, the COUNTY may require that CONTRACTOR staff performing work under this Agreement undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Agreement. COUNTY shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.
- B. **Consent to Criminal Background Check, Fingerprinting (42 C.F.R. § 455.450, Welf. & Inst. Code, § 14043.38).** CONTRACTOR consents to criminal background checks, including fingerprinting when required to do so by federal or state law. Within 30 days of a request from CMS or DHCS, CONTRACTOR, or any person with a 5% or more direct or indirect ownership interest in CONTRACTOR, shall submit a set of fingerprints in a form and manner determined by CMS or DHCS.

- C. Mandatory Termination.** As determined by DHCS, CONTRACTOR may be subject to mandatory termination from the Medi-Cal program for any of the following reasons:
1. Failure to cooperate with and provide accurate, timely information in response to all required Medi-Cal screening methods, including failure to submit fingerprints as required (42 C.F.R. § 455.416); or
 2. Conviction of a criminal offense related to a person's involvement with Medi-care, Medi-Cal, or any other Title XX or XXI program in the last 10 years (42 C.F.R. § 455.416, 42 C.F.R. § 455.106).
- D. Staff Removal for Good Cause Shown.** COUNTY may request that CONTRACTOR's staff be immediately removed from performing work under this Agreement for good cause during the term of the Agreement. CONTRACTOR will address COUNTY's request immediately.
- E. Denial or Termination of Facility Access.** COUNTY may immediately deny or terminate COUNTY facility access, including all rights to COUNTY property, computer access, and access to COUNTY software, to CONTRACTOR's staff that does not pass such investigation(s) to the satisfaction of the COUNTY, or whose conduct is incompatible with COUNTY facility access.
- F. Staff Disqualification.** Disqualification, if any, of CONTRACTOR staff, pursuant to this Section regarding Staff or any other provision of law, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.
- G. Notice of Staffing Changes Required.** CONTRACTOR shall notify QCM at BwellQCM@sbcbswell.org and BWell Contracts at bwellcontractsstaff@sbcbswell.org immediately when staff unexpectedly separates from employment or is terminated, or within 30 days of the expected last day of employment for staff planning a formal leave of absence in alignment with the [*Department of Behavioral Wellness' Policy and Procedure 14.000 Information Systems for Workforce Access and Termination Requirements*](#). Additionally, CONTRACTOR shall notify COUNTY of any staffing changes as part of the quarterly Staffing Report, in accordance with Section 5.C. (Reports).
- H. Email Domain.** (Reserved)
- I. Notification through the ServiceNow CBO Onboarding/Offboarding Portal.** (Reserved)
- J. Staff with Access to BWell's EHR.** (Reserved)
- K. Alcohol and Drug Programs.** (Reserved)

L. Mental Health Service Programs.

1. CONTRACTOR staff providing direct services to members shall be trained and skilled at and provided with the required supervision of service delivery in working with persons with serious mental illness (SMI) and shall adhere to professionally recognized evidence-based best practices for rehabilitation assessment, service planning, and service delivery. In addition, these staff shall receive Documentation Training in accordance with the [Department of Behavioral Wellness' Policy and Procedure #11.006 Mandatory Trainings](#), as may be amended.
2. CONTRACTOR shall ensure that any staff identified on the Centers for Medicare & Medicaid Services ("CMS") Exclusions List or other applicable list shall not provide services under this Agreement nor shall the cost of such staff be claimed to Medi-Cal. CONTRACTOR shall not employ or subcontract with providers excluded from participation in Federal health care programs under either sections 1128 or 1128A of the Social Security Act.

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

1. **Licensed Mental Health Professional (LMHP)/Licensed Professional of the Healing Arts (LPHA).** "Licensed mental health professional/Licensed Professional of the Healing Arts" means any of the following providers who are licensed in accordance with applicable State of California licensure requirements:
 - i. licensed physicians;
 - ii. licensed psychologists (includes waived psychologists);
 - iii. licensed clinical social workers (includes waived or registered clinical social workers);
 - iv. licensed professional clinical counselor (includes waived or registered professional clinical counselors);
 - v. licensed marriage and family therapists (includes waived or registered marriage and family therapists);
 - vi. registered nurses (includes certified nurse specialists and nurse practitioners);
 - vii. licensed vocational nurses;
 - viii. licensed psychiatric technicians; and

- ix. licensed occupational therapists. (State Plan, Supplement 1 to Attachment 3.1.-A, page 11 [TN 23-0026]; BHIN 24-023.)

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

- i. For a psychologist candidate, “waivered” means an individual who either is gaining the experience required for licensure or was recruited for employment from outside California, has sufficient experience to gain admission to a licensing examination, and has been granted a professional licensing waiver approved by the California Department of Health Care Services to the extent authorized under state law.
- ii. For a social worker candidate, a marriage and family therapist candidate, or a professional clinical counselor candidate, “registered” means a candidate for licensure who is registered or is in the process of obtaining registration in accordance with the criteria established by the corresponding state licensing authority for the purpose of acquiring the experience required for licensure in accordance with applicable statutes and regulations and “waivered” means a candidate who was recruited for employment from outside California, whose experience is sufficient to gain admission to the appropriate licensing examination, and who has been granted a professional licensing waiver approved by the California Department of Health Care Services to the extent authorized under state law. (State Plan TN: 23-0026; BHIN 24-023.)

3. Clinical Trainee. “Clinical Trainee” means an unlicensed individual who is enrolled in a postsecondary educational program that is required for the individual to obtain licensure as a Licensed Mental Health Professional; is participating in a practicum, clerkship, or internship approved by the individual's program; and meets all relevant requirements of the program and/or the applicable licensing board to participate in the practicum, clerkship, or internship and provide specialty mental health services including, but not limited to, all coursework and supervised practice requirements. Clinical Trainee provider types include:

- i. Nurse Practitioner Clinical Trainee;
- ii. Licensed Psychologist Clinical Trainee;
- iii. Licensed Clinical Social Worker Clinical Trainee;
- iv. Licensed Marriage and Family Therapist Clinical Trainee;
- v. Licensed Professional Clinical Counselor Clinical Trainee;
- vi. Licensed Psychiatric Technician Clinical Trainee;

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

- ii. Mental Health Rehabilitation Specialist. “Mental Health Rehabilitation Specialist” is defined in *Department of Behavioral Wellness’ Policy and Procedure #4.015 Staff Credentialing and Re-Credentialing*.
- iii. Qualified Mental Health Worker. “Qualified Mental Health Worker” is defined in *Department of Behavioral Wellness’ Policy and Procedure #4.015 Staff Credentialing and Re-Credentialing*.
- iv. Mental Health Worker. “Mental Health Worker” is defined in *Department of Behavioral Wellness’ Policy and Procedure #4.015 Staff Credentialing and Re-Credentialing*.

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

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

compliance with all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities, and the requirements of *Department of Behavioral Wellness' Policy and Procedure #4.005 Site Certification for Specialty Mental Health Services*.

3. **Medicare "Opt-Out"**. If any of the CONTRACTOR's eligible licensed practitioners have submitted a Medicare "Opt-Out" affidavit and are therefore opted-out of Medicare, these practitioners' services cannot be billed to Medicare and are not billable to Medi-Cal.

3. TRAINING REQUIREMENTS.

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

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

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

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

D. Mental Health Service Programs Additional Trainings.

1. Behavioral Wellness electronic health record (EHR), including SmartCare for service and administrative staff who enter and analyze data in the system (at hire and as needed); and
2. MHSA Overview Training (only at hire, not annually).
3. Training Requirements for CONTRACTOR staff who provide direct services/document in Behavioral Wellness electronic health record (EHR), including SmartCare. The following trainings must be completed at hire and annually thereafter:
 - i. Documentation Training;
 - ii. Child and Adolescent Needs and Strengths (IP-CANS) or Adult Needs and Strengths (ANSA) assessment training and certification exam:

- a. CONTRACTORS who provide services to members ages zero through 20 years old shall complete the IP-CANS certification training and exam.
 - b. CONTRACTORS who provide services to members ages 21 years old and older shall complete the ANSA.
 - c. CONTRACTORS providing services to members of both age groups may select either of these assessment tool trainings and need not compete both; and
 - d. Annual training and certification of clinicians is required for use of the IP-CANS or ANSA. In order to be certified in the IP-CANS or ANSA clinicians must demonstrate reliability on a case vignette of .70 or greater.
4. If CONTRACTOR has met these training requirements through completed training by CONTRACTOR's local county contract, CONTRACTOR shall provide written certification to the COUNTY confirming that all staff providing services under this Agreement have completed the mandatory training requirements through their local county contract. Any additional applicable trainings in accordance with the [Department of Behavioral Wellness' Policy and Procedure #11.006 Mandatory Trainings](#), as may be amended.

4. COLLABORATIVE MEETINGS.

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

5. REPORTS.

- A. **Annual Mandatory Training Report.** CONTRACTOR shall submit, no later than June 15th of each year unless requested earlier by COUNTY, to the COUNTY Training Coordinator evidence of completion of the Mandatory Trainings identified in the Section regarding Training Requirements.
- B. **Programmatic.** CONTRACTOR shall submit quarterly programmatic reports to COUNTY, which shall be received by COUNTY no later than 25 calendar days following the end of the quarter being reported. Programmatic reports shall include the following:
1. CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps will be taken to achieve satisfactory progress;

2. CONTRACTOR shall include a narrative description of CONTRACTOR's progress in implementing the provisions of this Agreement, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and Certifications, changes in population served and reasons for any such changes;
 3. The number of active cases and number of members admitted/ discharged;
 4. The Measures described in the Exhibit A(s) Section 15. Program Goals, Outcomes, and Measures, as applicable, as applicable, or as otherwise agreed by CONTRACTOR and COUNTY. CONTRACTOR shall comply with amendments or modifications to Exhibit A(s) that do not alter the maximum contract amount of the Agreement and are authorized by the Director of the Department of Behavioral Wellness or designee in writing. This obligation shall apply without the need for an amendment of this Agreement. In addition, CONTRACTOR may include in its report any other data that demonstrates the effectiveness of CONTRACTOR's programs; and
 5. In addition, CONTRACTOR may include any other data that demonstrates the effectiveness of CONTRACTOR's programs; and any other program specific reporting requirement, if any, as described in the individual programmatic Statement of Work Exhibits.
- C. **Staffing.** (Reserved)
- D. **Network Adequacy Certification Tool (NACT).** CONTRACTOR shall submit all required information to the COUNTY in order to comply with the *Department of Behavioral Wellness' Policy and Procedure #2.001 Network Adequacy Standards and Monitoring*. Network data reporting shall be submitted to QCM ADP BwellQCM@sbcbswell.org as required by the State Department of Health Care Services.
- E. CONTRACTOR agrees that COUNTY or the California Department of Health Care Services (DHCS) may withhold payments until CONTRACTOR has submitted any required data and reports to COUNTY or DHCS as identified in this Agreement, or Integrated Intergovernmental Agreement, Exhibit A(s) or Document 1F(a) Reporting Requirement Matrix for Counties.
- F. CONTRACTOR shall maintain records and make statistical reports as required by COUNTY and DHCS or other government agency, on forms provided by or acceptable to the requesting agency. In addition to reports required under this Agreement, upon COUNTY's request, CONTRACTOR shall make additional reports or provide other documentation as required by COUNTY concerning CONTRACTOR's activities as they

affect the services hereunder. COUNTY will be specific as to the nature of information requested and allow 30 days for CONTRACTOR to respond.

- G. As a condition of funding for Quality Assurance (QA) activities, CONTRACTOR QA staff shall provide a monthly report to QCM consisting of documentation reviews performed, associated findings, and corrective action. The QA reports shall be received by COUNTY no later than 30 calendar days following the end of the month being reported.
- H. **Additional Reports.** CONTRACTOR shall maintain records and make statistical reports as required by COUNTY, State Department of Health Care Services (DHCS), Department of Public Health (DPH) or Department of Social Services (DSS), as applicable, on forms provided by or acceptable to, the requesting agency. Upon COUNTY's request, CONTRACTOR shall make additional reports as required by COUNTY concerning CONTRACTOR's activities as they affect the services hereunder. COUNTY will be specific as to the nature of information requested and allow 30 days for CONTRACTOR to respond.
- I. **Alcohol and Drug Programs.** (Reserved)
- J. **Alcohol and Drug Prevention Programs.** (Reserved)

6. MONITORING.

- A. **COUNTY Monitoring Process.** CONTRACTOR agrees to abide by the *Department of Behavioral Wellness' Policies and Procedures* referenced in Section 2.2 (Additional Program Requirements) and to cooperate with the COUNTY's utilization review process which ensures medical necessity, appropriateness and quality of care. This review may include clinical record peer review, member survey, and other program monitoring practices, as required by the Integrated Intergovernmental Agreement. CONTRACTOR shall cooperate with these programs, and shall furnish necessary assessment, clinical documentation and treatment plan if applicable, subject to Federal or State confidentiality laws, and provisions of this Agreement.
- B. **Periodic Review Meetings with CONTRACTOR.** CONTRACTOR shall identify a senior staff member who will be the designated Behavioral Wellness QCM Division contact and will participate in any provider QCM meetings to review current and coming quality of care issues, documentation, fiscal and overall performance activity. Behavioral Wellness staff shall conduct periodic on-site reviews of CONTRACTOR's facility and program.
- C. **COUNTY Corrective Action Plan.** COUNTY shall provide a corrective action plan and a timeline for implementation and/or completion of corrective action if deficiencies in

CONTRACTOR's compliance with the provisions of the Integrated Intergovernmental Agreement or this Agreement are identified by COUNTY. CONTRACTOR shall:

1. Take corrective action;
 2. Provide evidence of correction; and
 3. Have a mechanism for monitoring effectiveness of corrective action over time.
- D. CONTRACTOR shall be liable to COUNTY for any penalties assessed against COUNTY for CONTRACTOR's failure to comply with the required corrective action. COUNTY shall monitor the performance of CONTRACTOR on an ongoing basis for compliance with the terms of the Integrated Intergovernmental Agreement and this Agreement. COUNTY shall assign senior management staff as contract monitors to coordinate periodic review meetings with CONTRACTOR's staff regarding quality of clinical services, fiscal and overall performance activity, and provider recertification requirements. COUNTY's Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site and/or electronic reviews of CONTRACTOR's clinical documentation.
- E. CONTRACTOR shall allow DHCS, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate CONTRACTOR's, and its subcontractors', performance under this Agreement, including the quality, appropriateness, and timeliness of services provided. This right shall exist for 10 years from the term end date of this Agreement or in the event the CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. § 438.3(h).) If monitoring activities identify areas of non-compliance, CONTRACTOR will be provided with recommendations and a corrective action plan.

SECTION IV. ADMINISTRATIVE REQUIREMENTS

1. **MEDI-CAL VERIFICATION.** CONTRACTOR shall be responsible for verifying member's COUNTY of Santa Barbara Medi-Cal eligibility or Drug Medi-Cal status and will take steps to reactivate or establish eligibility where none exists.
2. **SITE STANDARDS.** (Applicable to MHS services.)
 - A. CONTRACTOR agrees to comply with all Medi-Cal requirements, including, but not limited to those specified in the *Department of Behavioral Wellness' Policies and Procedures* referenced in Section 2.2 (Additional Program Requirements), and be approved to provide Medi-Cal services based on Medi-Cal site certification, per

Department of Behavioral Wellness' Policy and Procedure #4.005 Site Certification for Specialty Mental Health Services.

- B. For programs located at CONTRACTOR's sites, CONTRACTOR shall develop and maintain a written disaster plan for the Program site and shall provide annual disaster training to staff that addresses, at a minimum: emergency staffing levels for the continuation of services under the Program, patient safety, facility safety, safety of medication storage and dispensing medication, and protection of member records, as required by this Agreement.

3. SIGNATURE PAD. (RESERVED)

SECTION V. FEDERAL AND STATE CONTRACT COMPLIANCE REQUIREMENTS
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1. STATE CONTRACT COMPLIANCE REQUIREMENTS.

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

previously unreported GenAI technology including GenAI from third parties or subcontractors. CONTRACTOR shall immediately complete the GenAI Reporting and Factsheet (STD 1000), available at [STD 1000 Generative Artificial Intelligence \(GenAI\) Disclosure & Factsheet](#) and submit the completed form to COUNTY to report the use of any new or previously unreported GenAI technology.

3. At the direction of COUNTY, CONTRACTOR shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk, or contract performance until use of such GenAI technology has been approved by COUNTY.
4. CONTRACTOR acknowledges and agrees that its failure to disclose GenAI technology use and submit the GenAI Reporting and Factsheet (STD 1000) to COUNTY may be considered a material breach of this Agreement by COUNTY or the California Department of Health Care Services (DHCS), and COUNTY or DHCS may consider the failure to disclose GenAI technology use and/or submit the GenAI Reporting and Factsheet (STD 1000) to COUNTY as grounds for the immediate termination of this Agreement. COUNTY and DHCS are entitled to seek all the relief to which they may be entitled as a result of such non-disclosure.
5. CONTRACTOR shall include subsection D ([Generative Artificial Intelligence Technology Uses and Reporting](#)) of this Section (Federal and State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.

E. Prohibited Affiliations.

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

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

F. Disclosures.

1. **Disclosures of 5% or More Ownership Interest.** CONTRACTOR shall provide to COUNTY written disclosure of information on ownership and control of CONTRACTOR, its contracted providers, and its subcontractors (hereafter

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

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

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

G. Records, Audit, and Review.

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

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

H. Conflict of Interest.

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

resolved to the satisfaction of COUNTY or DHCS, the conflict may be grounds for terminating this Agreement.

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

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

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

J. Nondiscrimination and Compliance.

1. Consistent with the requirements of applicable federal law, such as 42 C.F.R. section 438.3(d)(3) and (4), and state law, CONTRACTOR shall not engage in any unlawful discriminatory practices in the admission of members, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on any ground protected under federal or state law including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3)–(4); 45 C.F.R. § 92.2; Gov. Code, § 11135(a); Welf. & Inst. Code, § 14727(a)(3).)
2. CONTRACTOR shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in 45 C.F.R. parts 84 and 85, as applicable.
3. CONTRACTOR shall include subsection J (Nondiscrimination and Compliance) of this Section (Federal and State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.
4. Noncompliance with the nondiscrimination requirements in subsection J (Nondiscrimination and Compliance) of this Section (Federal and State Contract Compliance Requirements) shall constitute grounds for COUNTY or the California Department of Health Care Services to withhold payments under this Agreement.

K. Subcontract Requirements.

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

Prohibited Use of State Funds for Software; 34 Suspension or Stop Work Notification; 35 Public Communications; and 37 Compliance with Statutes and Regulations; and 38 Lobbying Restrictions and Disclosure Certification.

L. Federal Equal Employment Opportunity Requirements.

1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. CONTRACTOR will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government or the California Department of Health Care Services (DHCS), setting forth the provisions of the Equal Opportunity clause, section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices will state CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
2. CONTRACTOR will, in all solicitations or advancements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
3. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the federal government or the State, advising the labor union or workers' representative of the CONTRACTOR's commitments under the provisions herein and will post copies of the notice in conspicuous places available to employees and applicants for employment.

4. CONTRACTOR will comply with all provisions of and furnish all information and reports required by section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of Federal Executive Order No. 11246, as amended, including by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by the regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. CONTRACTOR will furnish all information and reports required by Federal Executive Order No. 11246, as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by the regulation at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the United States Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of CONTRACTOR's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be canceled, terminated, or suspended in whole or in part, and CONTRACTOR may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246, as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.
7. CONTRACTOR will include subsection L (Federal Equal Employment Opportunity Requirements) of this Section (Federal and State Contract Compliance Requirements) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246, as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity,"

and as supplemented by the regulation at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or section 503 of the Rehabilitation Act of 1973 (38 U.S.C. § 4212) or of the Vietnam Era Veteran’s Readjustment Assistance Act so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, CONTRACTOR may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

M. Debarment and Suspension Certification.

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

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

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

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

O. Mandatory Disclosures.

- 1. CONTRACTOR must promptly disclose whenever, in connection with this Agreement (including any activities or subcontracts thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code (U.S.C.) or a violation of the civil False Claims Act (31 U.S.C. §§ 3729–3733). The disclosure must be made in writing to COUNTY, DHCS, the United States Centers for Medicare and Medicaid Services, and the United States Department of Health and Human Services Office of Inspector General. CONTRACTOR is also required to report matters related to COUNTY, state, or federal agency’s integrity and performance in accordance with Appendix XII of 2 Code of Federal Regulations part 200. Failure to make required disclosures can result in any of the remedies

described in 2 Code of Federal Regulations section 200.339 Remedies for noncompliance. (See also 2 C.F.R. part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

2. CONTRACTOR shall include these requirements in all subcontracts to perform work under this Agreement.
3. CONTRACTOR shall also comply with the disclosure provisions set forth below in Section S (Byrd Anti-Lobbying Amendment) and this EXHIBIT AA General Provisions to this Agreement.

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

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

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

Q. Domestic Preferences For Procurements.

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

3. CONTRACTOR shall include these requirements in all subcontracts to perform work under this Agreement.

R. Procurement Of Recovered Materials.

1. CONTRACTOR shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 United States Code section 6962. The requirements of section 6002 include procuring only items designated in guidelines of the United States Environmental Protection Agency (EPA) at 40 Code of Federal Regulations part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
2. CONTRACTOR should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.
3. CONTRACTOR shall include these requirements in all subcontracts to perform work under this Agreement.

S. Byrd Anti-Lobbying Amendment. (Applicable to federally funded agreements in excess of \$100,000.) (Reserved)

T. Clean Air Act. (Applicable to federally funded agreements in excess of \$150,000.) (Reserved)

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

V. Alcohol And Drug Program. (Reserved)

EXHIBIT AA – AA1
ATTACHMENT 1 &2

CERTIFICATION REGARDING
LOBBYING
(RESERVED)

EXHIBIT B(S)
FINANCIAL PROVISIONS
ADP AND MHS

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

(Applicable to programs described in Exhibit A-5)

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 2 below and Exhibit B-1(s).

1. PAYMENT FOR SERVICES.

A. Alcohol and Drug Programs. (Reserved)

B. Mental Health Services.

1. Medi-Cal Programs. (Reserved)

2. Non-Medi-Cal Programs. For Non-Medi-Cal programs and costs, CONTRACTOR shall be compensated at the rate specified in Exhibit B-1 MHS, subject to the limitations described in this Agreement and all exhibits hereto, for deliverables as established in the Exhibit B(s) based on satisfactory performance of the services described in Exhibit A-5.

3. Medi-Cal Billable Services. (Reserved)

C. Limitations on Use of Funds Received Pursuant to this Agreement. CONTRACTOR shall use the funds provided by COUNTY exclusively for the purposes of performing the services described in Exhibit A(s) to this Agreement.

D. Funding Sources.

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

E. Member Liability for Payment.

1. Alcohol and Drug Program. (Reserved)

2. Mental Health.

i. CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the member or persons acting on behalf of the member for any specialty mental health or related administrative services provided

under this Agreement, except to collect other health insurance coverage, share of cost, and co-payments. (Cal. Code Regs., tit. 9, § 1810.365 (a).)

- ii. CONTRACTOR shall not hold beneficiaries liable for debts in the event that COUNTY becomes insolvent; for costs of covered services for which the State does not pay COUNTY; for costs of covered services for which the State or COUNTY does not pay to CONTRACTOR; for costs of covered services provided under a contract, referral or other arrangement rather than from the COUNTY; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a member. (42 C.F.R. § 438.106 and Cal. Code Regs. tit 9, § 1810.365(c).)
- iii. CONTRACTOR shall not bill members for covered services under a contractual, referral, or other arrangement with CONTRACTOR in excess of the amount that would be owed by the member if CONTRACTOR had directly provided the services. (42 U.S.C. § 1396u-2(b)(6)(C).)

F. Hold Harmless.

1. Contractor acknowledges and agrees DHCS assumes no responsibility for the payment of Contractor for services performed pursuant to this Agreement. County accepts sole responsibility for the payment of Contractor for services performed pursuant to this Agreement.
2. Contractor agrees to hold harmless both the State and members in the event County cannot or does not pay for services performed by Contractor pursuant to this Agreement.

2. **MAXIMUM CONTRACT AMOUNT.** The contract maximum shall consist of COUNTY, State, and/or Federal funds as shown in Exhibit B-1(s) and subject to the provisions in Section 1 (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.

A. The Maximum Contract Amount of this Agreement shall not exceed **\$1,170,000** inclusive of:

1. **Alcohol Drug Program Services.** (Reserved)

2. **Mental Health Services:**

- i. **\$1,170,000** in Mental Health funding, inclusive of \$585,000 for FY 2026-27 and \$585,000 for FY 2027-28.

3. OPERATING BUDGET AND FEE FOR SERVICE RATES.

A. Alcohol and Drug Program. (Reserved)

B. Mental Health Services. (Reserved)

C. Operating Budget. (Reserved)

D. Board and Care. Board and Care shall be paid from the members SSI or SSI/SSA benefits. If the member does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and/or amount owed. *The members SSI or SSI/SSA monthly residential board and care rate is currently \$1,444.07 per month for a member who receives one check and \$1,464.07 for a member who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement. COUNTY will be responsible to cover SSI/SSA benefits, as well as a \$3.00 per day personal and incidental allotment, within 30 days of being delinquent and continuing until Resident is removed from Davis Guest Home or SSI/SSA benefits are restored.

E. Special Situations. In special situations Davis Guest Homes may require an adjustment to the daily rate of \$190.00 per bed/day (“Base Rate”) based upon acuity, medical complexity, and behavior problems requiring staff interventions beyond typical staff to member ratios. The rates may vary between \$250.00 and \$1,000.00 daily for higher acuity, and \$325.00 for private rooms. Within 24 hours of placement into a special situation status, CONTRACTOR must notify the COUNTY in writing (bwelqcm@sbcbswell.org) of the change. COUNTY will respond within 72 hours of receipt of notification approving or denying the request. More information may also be requested. Services will be paid through the date of COUNTY notification unless medical necessity for status change was never established. In such a case, all special situation charges would be denied.

F. Specific to Contract Provisions.

1. COUNTY shall pay the daily rate for members participating in the program when a member is absent for a short time which is defined as not more than seven days of non-medical leave and not more than seven days of medical leave upon prior notification by CONTRACTOR.

2. COUNTY shall be responsible for removing members within 30 days upon notification that they have failed placement or in the opinion of CONTRACTOR’s

Administration are no longer appropriate for the level care at CONTRACTOR's facility. In the event a member is not relocated within 30 days as stipulated in CONTRACTOR's admission agreement, COUNTY will pay a rate of an additional \$200.00 per day on day 31 until the member is relocated.

3. Before placement, all residents of Davis Guest Home must have in place some form of medical insurance or provision for medical care and treatments including payment arrangements.
4. Augmented services provided by Davis Guest Home such as transportation outside of Stanislaus County, extraordinary staffing requests, residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis.
5. Hospital days as well as other passes require payments to CONTRACTOR for these held days as described in Section 5.C. of Exhibit A-5.
6. COUNTY agrees to be responsible for two weeks of payment for the bed if the member is discharged prior to the end of the notice period as described in Section 11.A. of Exhibit A-5. COUNTY agrees to pay for any days accrued beyond the notice period through the actual discharge date.
7. CONTRACTOR will include conservatorship renewals with the daily patch provided the conservatee is a member of Davis Guest Home at the time of conservatorship renewal.

4. BHSA MEMBER FLEXIBLE SUPPORT FUNDS. (RESERVED)

5. ACCOUNTING FOR REVENUES.

A. Accounting for Revenues. (Reserved)

B. Internal Procedures.

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

6. REALLOCATION OF PROGRAM FUNDING. (RESERVED)

7. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

A. Submission of Claims and Invoices.

1. Alcohol and Drug Program. (Reserved)

2. Mental Health Programs.

i. Submission of Claims for Medi-Cal Services. (Reserved)

ii. Submission of Claims for Medicare Services. (Reserved)

iii. Submission of Claims for Non Medi-Cal Programs. CONTRACTOR shall submit to the COUNTY's Accounts Payable Department monthly invoices or certified claims on the COUNTY treasury for the services performed over the period specified, which shall be received within ten calendar days following the end of the month being invoiced. The Department shall evaluate the quality of the service performed, and if found to be satisfactory and within the cost basis of Exhibit B-1 MHS, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation of a correct invoice.

B. Timing of Payment. Payment for services shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Exhibit A-5 MHS. Payment for services shall be based upon the rates as defined in Exhibit B-1 MHS. Invoices submitted for payment that are based upon Exhibit B-1 MHS must contain sufficient detail and provide supporting documentation to enable an audit of the charges.

1. Proper Invoice. The invoice must show the member's name, the number of days of service by member, the rate, and the total cost broken down by member, by service, and by service increment. CONTRACTOR must certify that CONTRACTOR has documentation supporting medical necessity.

2. COUNTY's Designated Representative:

Department of Behavioral Wellness

Attn: Accounts Payable

429 North San Antonio Road

Santa Barbara, CA 93110

financecbo@co.santa-barbara.ca.us

C. Monthly Financial Statements. (Reserved)

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

E. Withholding of Payment for Unsatisfactory Clinical Documentation. (Reserved)

F. Claims Submission Restrictions.

1. **Alcohol and Drug Program - Billing Limit for Drug Medi-Cal Services.** (Reserved)
2. **Mental Health 12-Month Billing Limit.** (Reserved)
3. **No Payment for Services Provided Following Expiration/ Termination of Agreement.** CONTRACTOR shall have no claim against COUNTY for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment, it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.

G. Claims Certification and Program Integrity. (Reserved)

- H. Overpayments.** If the CONTRACTOR discovers an overpayment, CONTRACTOR must notify the COUNTY in writing of the reason for the overpayment. Any overpayments of contractual amounts must be returned via direct payment within 30 calendar days to the COUNTY after the date on which the overpayment was identified. COUNTY may withhold amounts from future payments due to CONTRACTOR under this Agreement or any subsequent agreement if CONTRACTOR fails to make direct payment within the required timeframe.

8. REPORTS. (RESERVED)

9. CONTINGENCY PAYMENT PROVISIONS. (RESERVED)

10. GENERAL FISCAL AUDIT REQUIREMENTS.

- A. In addition to the requirements identified below, the CONTRACTOR and its subcontractors are required to meet the audit requirements as delineated in Exhibit C General Terms and Conditions and Exhibit D, Paragraph 7 of the Integrated Intergovernmental Agreement, the State Performance Agreement.
- B. All expenditures of COUNTY realignment funds, state and federal funds furnished to the CONTRACTOR and its subcontractors pursuant to this Agreement are subject to audit by DHCS. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of 45 C.F.R., Part 75, Subpart F and/or any independent CONTRACTOR audits or reviews. Objectives of such audits may include, but are not limited to, the following:

1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting.
 2. To validate data reported by the CONTRACTOR for prospective contract negotiations.
 3. To provide technical assistance in addressing current year activities and providing recommendations on internal controls, accounting procedures, financial records, and compliance with laws and regulations.
 4. To determine the cost of services, net of related patient and participant fees, third party payments, and other related revenues and funds.
 5. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and contract requirements.
 6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Agreement objectives.
- C. Unannounced visits to the CONTRACTOR and/or its subcontractors may be made at the discretion of DHCS.
- D. The refusal of the CONTRACTOR or its subcontractors to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part constitutes an express and immediate material breach of this Agreement and will be sufficient basis to terminate the Agreement for cause or default.
- E. Reports of audits conducted by DHCS shall reflect all findings, recommendations, adjustments and corrective actions as a result of its finding in any areas.
- F. CONTRACTOR and its subcontractors, if any, shall include in any contract with an audit firm a clause to permit access by DHCS to the working papers of the external independent auditor, and require that copies of the working papers shall be made for DHCS at its request.
- 11. SUBSTANCE USE BLOCK GRANT. (RESERVED)**
- 12. AUDITS AND AUDIT APPEALS. (RESERVED)**
- 13. LOSS OF FEDERAL AUTHORITY. (RESERVED)**

EXHIBIT B(S)
FINANCIAL PROVISIONS
MHS

**EXHIBIT B-1 MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM**

(Applicable to program(s) described in Exhibit(s) A-5)

<u>Type of Service</u>	<u>Billing Increment</u>	<u>Rate (1) & (3)</u>
Daily Care as described in Exhibit A-5	Per Member per Day	\$190
Higher Acuity Daily Care as described in Exhibit B ADP/MHS	Per Member per Day	\$200 - \$1,000
Bed Hold (2)	Per Member per Day	\$190
Private Room as described in Exhibit B	Per Member per Day	\$325
SSI/SSA Board and Care Rate (4)	Per Member per Month	\$1,444.07 – \$1,464.07
Out-of-County Transportation for Medical Appointments	Per Trip	\$600
Total Contract Maximum FY 26-27		\$585,000
Total Contract Maximum FY 27-28		\$585,000
Total Contract Payable FY 26-28		\$1,170,000

(1) In special situations, the daily rate may be adjusted by the Director and/or his designee to accommodate members with acute needs, additional monitoring, medical complexity, and for those under criminal justice supervision or legal monitoring requirements, including but not limited to persons on probation, parole, or subject to statutory registration obligations. Rate change must be pre-authorized by Behavioral Wellness and do not require an amendment and do not alter the Maximum Contract Amount.

(2) The bed hold rate equals the placement rate except for members with behavioral patches in the higher acuity rate class, in which the bed hold rate will be equal to the negotiated rate for the first two weeks of the bed hold and then revert to the basic daily care rate of \$190 thereafter. For members with private or more secure rooms in the higher acuity rate class, the bed hold rate will be the same as the negotiated rate.

(3) Davis Guest Home may increase their rates by up to 3.5% in the second year of the contract. A higher increase will be considered based on their documented operating needs and subject to approval by the Director and/or designee. Rate changes do not require an amendment and do not alter the Maximum Contract Amount.

(4) Board and Care shall be paid from a member’s SSI or SSI/SSA benefits. If a member does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquency and/or amount owed. The member’s SSI or SSI/SSA monthly residential board and care rate is currently \$1,444.07 per month for a member who receives one check and \$1,464.07 for a member who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the agreement. COUNTY will be responsible to cover SSI/SSA benefits as well as a \$3.00 per day personal and incidental allotment within 30 days of being delinquent and continuing until Member is removed from Davis Guest Home or SSI/SSA benefits are restored.

EXHIBIT C

STANDARD

INDEMNIFICATION

AND

INSURANCE PROVISIONS

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

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than Two Million Dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- B. Automobile Liability:** ISO Form CA 00 01 covering any auto (Symbol 1), or if Vendor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), with limits no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

- C. Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors or other vulnerable individuals, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, CONTRACTOR shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than One Million Dollars (\$1,000,000) per occurrence or claim.
- D. Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
- E. Professional Liability Errors and Omissions):** Insurance appropriate to the Consultant's/CONTRACTOR's profession, with limit no less than Two Million Dollars (\$2,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000) aggregate.

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

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

2. Other Insurance Provisions

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

- A. Additional Insured Status** – The COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations.
- B. Primary Coverage** – For any claims related to this contract, the CONTRACTOR's insurance coverage shall be primary and non-contributory at least as broad as ISO CG 20 01 12 19 as respects the COUNTY, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, volunteers, and agents shall be excess of the CONTRACTOR's

insurance and shall not contribute to it. This requirement shall also apply to any Excess or Umbrella liability policies.

- C. Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
- D. Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
- 3. Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

 - A.** The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - B.** Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - C.** 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.
- 4. Umbrella or Excess Policy** - The CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying CGL insurance.
- 5. Acceptability of Insurers** – All insurance coverage shall be placed with insurers authorized to conduct business in the State of California with a current AM Best’s rating of no less than A: VII. All other insurers require prior approval of the COUNTY.
- 6. Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) to the COUNTY before work begins. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

7. **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.
8. **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 30 days of receipt.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

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

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