

Board Contract # _____

**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS

AND

COUNCIL ON ALCOHOLISM AND DRUG ABUSE (CADA)

FOR

ALCOHOL AND DRUG PROGRAMS

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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 or Department) and **Council on Alcoholism and Drug Abuse (CADA)** with an address at PO Box 28, Santa Barbara, CA 93102 (hereafter Contractor or CADA) 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. Scott Whiteley at phone number (805) 722-1301 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: Scott Whiteley, Executive Director
 Council on Alcoholism and Drug Abuse (CADA)
 PO Box 28
 Santa Barbara, CA 93102
 Phone: (805) 722-1301
 Fax: (805) 993-4099

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES.

Contractor agrees to provide services to County in accordance with EXHIBIT A(s) attached hereto and incorporated herein by reference.

4. TERM.

Contractor shall commence performance on 7/1/2021 and end performance upon completion, but no later than 6/30/2024 unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR.

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

6. INDEPENDENT CONTRACTOR.

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

7. STANDARD OF PERFORMANCE.

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

8. DEBARMENT AND SUSPENSION.

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts, including but not limited to exclusion from participation from federal health care programs under Sections 1128 or 1128A of the Social Security Act. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES.

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

10. CONFLICT OF INTEREST.

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. Contractor acknowledges that state laws on conflict of interest apply to this Agreement including, but not limited to, the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code Section 10365.5, and Government Code Section 1090.

11. OWNERSHIP OF DOCUMENTS 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. Contractor shall be the legal owner and Custodian of Records for all County client files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) § 5328; 42 United States Code (U.S.C.) § 290dd-2; and 45 Code of Federal Regulations (C.F.R.), Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. Contractor further agrees to provide County with copies of all County client file documents resulting from this Agreement without requiring any further written release of information. Within

HIPAA guidelines, County shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

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

12. NO PUBLICITY OR ENDORSEMENT.

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

13. COUNTY PROPERTY AND INFORMATION.

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

14. RECORDS, AUDIT, AND REVIEW.

- A. Contractor shall make available for inspection, copying, evaluation, or audit, all of its premises; physical facilities, or such parts thereof as may be engaged in the performance of the Agreement; equipment; books; records, including but not limited to beneficiary records; prescription files; documents, working papers, reports, or other evidence; contracts; financial records and documents of account, computers; and other electronic devices, pertaining to any aspect of services and activities performed, or determination of amounts payable, under this Agreement (hereinafter referred to as

“Records”), at any time by County, Department of Health Care Services (DHCS), Centers for Medicare & Medicaid Services (CMS), Department of General Services, Bureau of State Audits, Health and Human Services (HHS) Inspector General, U.S. Comptroller General, or other authorized federal or state agencies, or their designees (“Authorized Representative”) (hereinafter referred to as “Audit”).

- B.** Any such Audit shall occur at the Contractor’s place of business, premises, or physical facilities during normal business hours, and to allow interviews of any employees who might reasonably have information related to such Records. Contractor shall maintain Records in accordance with the general standards applicable to such book or record keeping and shall follow accounting practices and procedures sufficient to evaluate the quality and quantity of services, accessibility and appropriateness of services, to ensure fiscal accountability, and to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. All records must be capable of verification by qualified auditors.
- C.** This Audit right will exist for 10 years from: the close of the State fiscal year in which the Agreement was in effect or if any litigation, claim, negotiation, Audit, or other action involving the Records has been started before the expiration of the 10-year period, the Records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 10-year period, whichever is later.
- D.** Contractor shall retain all records and documents originated or prepared pursuant to Contractor’s or subcontractor’s performance under this Agreement, including beneficiary grievance and appeal records identified in 42 C.F.R. § 438.416 and the data, information and documentation specified in 42 Code of Federal Regulations Sections 438.604, 438.606, 438.608, and 438.610 for the 10-year period as determined in Paragraph 14.C.
- E.** If this Agreement is completely or partially terminated, the Records, relating to the work terminated shall be preserved and made available for the 10-year period as determined in Paragraph 14.C.
- F.** Contractor shall ensure that each of its sites keep a record of the beneficiaries being treated at each site. Contractor shall keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to Welfare & Institutions Code Section 14124.1 and 42 C.F.R. Sections 438.3(h) and 438.3(u). Contractor shall retain such records for the 10-year period as determined in Paragraph 14.C.
- G.** Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an Authorized Representative to inspect, audit or obtain copies of said records, the Contractor must supply or make available applicable devices, hardware,

and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

- H. The Authorized Representatives may audit Contractor at any time if there is a reasonable possibility of fraud or similar risk.
- I. Contractor agrees to include a similar right of Authorized Representatives to audit records and interview staff in any subcontract related to performance of this Agreement.
- J. If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification. The provisions of the Records, Audit, and Review section shall survive any expiration or termination of this Agreement.

15. INDEMNIFICATION AND INSURANCE.

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C 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 Exhibits A-1 and A-7 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 thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
2. **For Nonappropriation of Funds.**
 - i. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.
 - ii. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
 - iii. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.
3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.

- B. By Contractor.** 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 thirty (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. SUSPENSION FOR CONVENIENCE.

County's Designated Representative may, at any time, order Contractor in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 120 days. County shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

21. SECTION HEADINGS.

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

22. SEVERABILITY.

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

23. REMEDIES NOT EXCLUSIVE.

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

24. TIME IS OF THE ESSENCE.

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

25. NO WAIVER OF DEFAULT.

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

26. ENTIRE AGREEMENT AND AMENDMENT.

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the Director of the Department of Behavioral Wellness. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

27. SUCCESSORS AND ASSIGNS.

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

28. COMPLIANCE WITH LAW.

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.

29. CALIFORNIA LAW AND JURISDICTION.

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

30. EXECUTION OF COUNTERPARTS.

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

31. AUTHORITY.

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(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.

32. SURVIVAL.

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

33. PRECEDENCE.

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

34. COMPLIANCE WITH HIPAA.

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

35. COURT APPEARANCES.

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

36. MANDATORY DISCLOSURE.

A. Prohibited Affiliations.

1. Contractor shall not knowingly have any prohibited types of relationships with the following:
 - i. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)
 - ii. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. Section 2.101, of a person described in this Section. (42 C.F.R. § 438.610(a)(2).)

2. The Contractor and its subcontractors shall not have a relationship with an individual or entity that is excluded from participation in any Federal Health Care Program (as defined in Section 1128B(f) of the Social Security Act) under either Sections 1128, 1128A, 1156, or 18420(2) of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b); 42 U.S.C. § 1320c-5.)
3. The relationships described in paragraph A of this section, are as follows:
 - i. A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)
 - ii. A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2).)
 - iii. A person with beneficial ownership of 5 percent or more of the Contractor's equity. (42 C.F.R. § 438.610(c)(3).)
 - iv. An individual convicted of crimes described in Section 1128(b)(8)(B) of the Social Security Act. (42 C.F.R. § 438.808(b)(2).)
 - v. A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)
 - vi. The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)

B. Written Disclosures.

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

value of the property or assets of the Disclosing Entity.) The disclosure must include the following information:

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

4. Business Transactions. (42 C.F.R. § 455.105).

- i. Contractor agrees to furnish to County or the Secretary of DHCS on request, information related to business transactions. Contractor shall submit, within 35 days of the date on a request by County or the Secretary of DHCS full and complete information about:
 - a. The ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - b. Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.

5. Crimes.

- i. **Violations of Criminal Law.** Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies for noncompliance described in 45 C.F.R. Section 75.371 and/or 2 C.F.R. § 200.338, including suspension or debarment. (See also 2 C.F.R. parts 180 and 376, and 31 U.S.C. § 3321.)
 - ii. **Persons Convicted of Crimes Related to Federal Health Care Programs.** Contractor shall submit the following disclosures to County regarding its owners, persons with controlling interest, agents, and managing employee's criminal convictions prior to entering into this Agreement and at any time upon County's request:
 - a. The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.10(a)(1), (2).)
 - b. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. Section 455.101.
 - iii. **Timing for Disclosures of Crimes.** The Contractor shall supply disclosures regarding crimes before entering into the contract and at any time upon the County or DHCS' request.
- C. Lobbying.** Contractor shall complete a Certification Regarding Lobbying as set forth in Exhibit D, Attachment 1, and, if applicable, a Lobbying Restrictions and Disclosure Certification as set forth in Exhibit D, Attachment 2, of this Agreement.

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

D. Remedies.

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

37. PROCUREMENT OF RECOVERED MATERIALS.

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

38. DOMESTIC PREFERENCES FOR PROCUREMENTS.

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

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

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

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

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

41. PRIOR AGREEMENTS.

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

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara and Council on Alcoholism and Drug Abuse.**

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

COUNTY OF SANTA BARBARA:

By: *Bob Nelson*
BOB NELSON, CHAIR
BOARD OF SUPERVISORS
Date: 6.15.21

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: *Shela La Guerra*
Deputy Clerk
Date: 6-15-21

CONTRACTOR:

COUNCIL ON ALCOHOLISM AND DRUG ABUSE

By: *Scott Whiteley*
Authorized Representative
Name: Scott Whiteley
Title: Executive Director
Date: 5/25/2021

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: *Bo Bae*
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: *Robert Eis*
Deputy

RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL WELLNESS

By: *Pam Fisher*
Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By: *Ray Aromatorio*
Risk Manager

THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:

EXHIBIT A – STATEMENT OF WORK

Alcohol and Drug Programs:

- EXHIBIT A-1 General Provisions: ADP
- EXHIBIT A-2 Outpatient Services (OS) and Intensive Outpatient Services (IOS)
- EXHIBIT A-3 Additional Medication Assisted Treatment
- EXHIBIT A-4 Residential Treatment Services
- EXHIBIT A-5 Friday Night Live and Club Live

Mental Health Services:

- EXHIBIT A-6 General Provisions: MHS
- EXHIBIT A-7 Carpinteria START

EXHIBIT B – FINANCIAL PROVISIONS

- EXHIBIT B Financial Provisions: ADP
- EXHIBIT B Financial Provisions: MHS
- EXHIBIT B-1 Schedule of Rates and Contract Maximum: ADP
- EXHIBIT B-1 Schedule of Rates and Contract Maximum: MHS
- EXHIBIT B-2 Contractor Budget: ADP & MHS
- EXHIBIT B-3 Sliding Fee Scale: ADP

EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

EXHIBIT D – CERTIFICATIONS REGARDING LOBBYING

EXHIBIT E – PROGRAM GOALS, OUTCOMES, AND MEASURES

EXHIBIT A
STATEMENT OF WORK

EXHIBIT A-1
STATEMENT OF WORK: ADP
GENERAL PROVISIONS

The following terms shall apply to all Alcohol and Drug Programs (“ADP”) operated under this Agreement for Services of Independent Contractor:

1. PERFORMANCE.

- A. Compliance with County, State and Federal Requirements.** Contractor shall adhere to all County requirements, all relevant provisions of the California Code of Regulations (C.C.R.) Title 9, Division 4, the Code of Federal Regulations (C.F.R.) Title 42 Part 438, and all relevant provisions of applicable law, including but not limited to Medicaid laws and regulations, including applicable sub-regulatory guidance, Health and Safety Code Section 11848.5, and Welfare and Institutions Code chapter 7, Sections 14000 et seq., that are now in force or which may hereafter be in force.
- 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. Compliance with Drug Medi-Cal Organized Delivery System (DMC-ODS) Requirements.**
1. Contractor shall abide by all applicable State Program Certification standards and regulations, and all applicable Medi-Cal contract provisions including 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, Agreement Number 18-95148, including but not limited to Articles I and II of Exhibit A Attachment I of the Intergovernmental Agreement, available at <http://www.countyofsb.org/behavioral-wellness/asset.c/5808>.
 2. It is acknowledged that DHCS is currently developing an amended or new Intergovernmental Agreement, and the Department anticipates entering into the amended or new Intergovernmental Agreement with DHCS in the coming months.
 3. Contractor shall comply with the Intergovernmental Agreement, Agreement Number 18-95148, which is incorporated by this reference, until such time as the amended or new Intergovernmental Agreement is entered into between the Department and DHCS, which the Parties anticipate will be substantially similar to the Intergovernmental Agreement, Agreement Number 18-95148. Once the amended or new Intergovernmental Agreement is received, the Parties will review any changes and determine whether the amended or new Intergovernmental Agreement require amendments to this Agreement.

D. Compliance with SAPT Requirements.

1. Contractor shall abide by all relevant provisions of law governing the Substance Abuse Prevention and Treatment Block Grant (SABG) including, but not limited to, the Code of Federal Regulations Title 45 Part 96 and Section 1921 of the Public Health Service Act, Title XIX Part B, Subpart II and III. Contractor shall furnish all medically necessary services in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to beneficiaries under fee-for-service Medicaid, as set forth in 42 C.F.R. Section 440.230.
2. Contractor shall abide by all applicable provisions of the Performance Agreement between the Department and DHCS, Agreement Number 18-95274-A01, which amended the terms and conditions outlined in the original agreement between the Department and DHCS, Agreement Number 18-95274, to include the SABG.
3. It is acknowledged that DHCS is currently developing an amended or new Performance Agreement, and the Department anticipates entering into the amended or new Performance Agreement with DHCS in the coming months.
4. Contractor shall comply with the Performance Agreement, Agreement Number 18-95274-A01, which is incorporated by this reference, until such time as the amended or new Performance Agreement is entered into between the Department and DHCS, which the Parties anticipate will be substantially similar to the Performance Agreement, Agreement Number 18-95274-A01. Once the amended or new Intergovernmental Agreement is received, the Parties will review any changes and determine whether the amended or new Performance Agreement require amendments to this Agreement.

2. STAFF.

A. Training Upon Hire and Annually Thereafter. Contractor shall ensure the following training, including through attendance at County-sponsored training sessions as required, to each Program staff member, within thirty (30) days of the date of hire or beginning services, and at least once annually thereafter (unless otherwise indicated):

1. For Treatment Programs:

- i. HIPAA Privacy and Security Training;
- ii. 42 C.F.R., Part 2 Training;
- iii. Behavioral Wellness Code of Conduct Training;
- iv. Cultural Competence Training;
- v. Consumer and Family Culture Training;
- vi. *ASAM Multidimensional Assessment* by the Change Companies (only required once prior to providing DMC-ODS services);
- vii. *From Assessment to Service Planning and Level of Care* by the Change Companies (only required once prior to providing DMC-ODS services);
- viii. ADP Clinician's Gateway Training (only at hire, not annually);

- ix. DMC-ODS Documentation Training; and
- x. ADP ShareCare Training/CalOMS Data Entry (for ShareCare users only).

2. **For Prevention Programs:**

- i. HIPAA Privacy and Security Training;
- ii. 42 C.F.R., Part 2 Training;
- iii. Behavioral Wellness Code of Conduct Training;
- iv. Cultural Competence Training;
- v. Consumer and Family Culture Training; and
- vi. Primary Prevention Substance Use Disorder System (PPSDS) for staff with responsibility for submitting contract deliverables.

B. Additional Mandatory Trainings: Contractor shall ensure the completion of the following mandatory trainings. In order to meet this requirement, trainings must be provided by the County, or must be certified by the County QCM Manager, or designee, as equivalent to the County-sponsored training. Program staff must complete the following additional trainings at least once annually:

1. **For Treatment Programs:**

- i. DMC-ODS Continuum of Care Training;
- ii. Motivational Interviewing Training;
- iii. Cognitive Behavioral Treatment/Counseling Training; and
- iv. All applicable evidence-based prevention models and programs as agreed upon between provider and County in writing.

2. **For Prevention Programs:**

- i. Training to ensure that program staff have the capacity to implement and evaluate Strategic Prevention Plan (SPP) objectives, as specified in PPSDS by participating in the following activities:
 - a. Contractor shall work with County Strategic Prevention Plan Evaluation Consultant to evaluate the outcomes of SPP objectives; and
 - b. Contractor shall collect and report measurement indicators for short, intermediate, and long-term outcomes linked to assigned goals, objectives and strategies.
- ii. All applicable evidence-based prevention models and programs as agreed between provider and County in writing.

C. 18 CEU Hours Alcohol and Other Drug Clinical Training. All direct service staff who provide direct SUD treatment services are required to complete a minimum of 18 CEU hours of alcohol and other drug specific clinical training per year.

D. Continuing Medical Education in Addiction Medicine. Contractor physicians shall receive a minimum of five hours of continuing medical education related to addiction medicine each year; training shall be documented in the personnel records.

E. Overdose Prevention Training. Contractor shall:

1. Ensure all direct treatment staff become familiar with overdose prevention principles and techniques, including through trainings and materials provided by Behavioral Wellness; and
2. Make available and distribute prevention overdose materials, as provided by Behavioral Wellness, to all staff and clients.

F. Experienced Staff for Direct Client Services. Staff hired to work directly with clients shall have competence and experience in working with clients with substance use disorders and co-occurring disorders.

G. Notice of Staffing Changes Required. Contractor shall notify County of any staffing changes as part of the quarterly Staffing Report, in accordance with Section 4.C (Staffing Reports). Contractor shall notify QCM ADP BwellQCMADP@SBCBWELL.org and bwelcontractsstaff@co.santa-barbara.ca.us within one business day for the unexpected termination of staff when staff separates from employment or is terminated from working under this Agreement, or within one week of the expected last day of employment or for staff planning a formal leave of absence.

H. 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.

I. Staff Removal for Good Cause Shown. County may request that Contractor's staff be immediately removed from working on the County Agreement for good cause during the term of the Agreement.

J. 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 who do not pass such investigation(s) to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

K. Staff Disqualification. Disqualification, if any, of Contractor staff, pursuant to this Section 2. (Staff) or any other provision of law, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

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

A. Obtain and Maintain Required Credentials. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Drug Medi-Cal provider if Title 22 California Code of Regulations (C.C.R.) Drug 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(s) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to the Department of Behavioral Wellness Quality Care Management in alignment with *Department Policy #4.015 Staff Credentialing and Re-Credentialing*.

- B. Pre-Registration Requirements for New AOD Counselors.** Contractor shall follow the pre-registration requirements for new alcohol and other drug (AOD) counselors in California. California law requires registration and certification of individuals providing AOD counseling services, as specified in Title 9 C.C.R., Division 4, Chapter 8, Section 13000 et seq. (This new requirement does NOT apply to counselors already registered with or certified by State approved and nationally-accredited agencies, or to interns registered with the California Board of Psychology or the California Board of Behavioral Sciences, in accordance with Title 9 C.C.R., Section 13015).
- C. Confirmation of Staff Licensure/Certification.** In the event license/certification status of a staff member cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement per *Department Policy #4.015 Staff Credentialing and Re-Credentialing*.
- D. Reduction of Services or Relocation.** Contractor shall not implement any reduction of covered services or relocations until the approval is issued by DHCS. Within 35 days of receiving notification of Contractor's intent to reduce covered services or relocate, the County shall submit, or require Contractor to submit, a DMC certification application to Provider Enrollment Division (PED). The DMC certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.
- E. Keep Informed of Current Guidelines.** If Contractor is a participant in the Drug Medi-Cal Organized Delivery System, Contractor shall keep fully informed of all current guidelines disseminated by the Department of Health Care Services (DHCS), Department of Public Health (DPH) and Department of Social Services (DSS), as applicable, including, but not limited to, procedures for maintaining Drug Medi-Cal certification of all its facilities in alignment with DHCS rules and regulations.
- F. Enrollment in DATAR.** By its signature on this Agreement, Contractor attests that it is enrolled in DATAR at the time of execution of this Agreement.

4. **REPORTS.**

- A. Treatment Programs.** In accepting funds for treatment services, Contractor agrees to submit the following:
 - 1. Electronic Drug & Alcohol Treatment Access Report (DATAR) for each treatment site, per 45 Code of Federal Regulations (C.F.R.) Section 96.126. These reports shall be submitted using the DHCS DATAR system on a monthly basis and must be completed not later than 10 calendar days from the last day of the month.

2. Complete CalOMS County Admission Assessments and CalOMS County Discharge Assessments in the County MIS system for each client within 30 days from admission/discharge. CalOMS County Annual Update Assessments must be completed for clients in treatment for 12 continuous months or more and must be completed no later than 12 months from the admission date.
 3. Contractor shall report to Behavioral Wellness monthly on the rate of timely completion of Comprehensive ASAM Assessments.
- B. Prevention Programs.** In accepting funds for prevention services from County, Contractor agrees to submit the following reports, to County:
1. **Monthly Primary Prevention Substance Use Disorder System electronic data.** Contractor shall document all project activity in PPSDS;
 2. **Monthly Service Delivery Data.** Contractor shall enter all service delivery data documenting all activities conducted in support of SPP objectives into PPSDS according to budgeted Center for Substance Abuse Prevention (CSAP) strategy on a minimum of a monthly basis;
 3. **Semi-annual Narrative Progress Reports.** Contractor shall provide semi-annual narrative progress reports to ADP by January 10th and July 10th for services provided during the term of this Agreement. Submissions should include all successes, challenges and progress made toward outcomes, as detailed in the Reporting template provided by Behavioral Wellness; and
 4. **Submit Other Data Collected.** Contractor shall submit all environmental data collected and survey or focus group results to the ADP evaluator.
- C. Staffing Reports.** Contractor shall submit quarterly Staffing Reports to County. These reports shall be on a form acceptable to, or provided by the County, and shall report actual staff hours worked by position and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, hire date, and, if applicable, termination date. The reports shall be received by County no later than 25 calendar days following the end of the quarter being reported.
- D. 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 shall 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/or Certifications, changes in population served and reasons for any such changes;
 3. The number of active cases and the number of clients admitted or discharged;

4. The Measures described in Exhibit E, Program Goals, Outcomes and Measures, as applicable, or as otherwise agreed by Contractor and County per Exhibit E ADP. In addition, Contractor may include in its report any other data that demonstrate the effectiveness of Contractor's programs; and
5. For Perinatal programs, report shall include the number of women and children served, number of pregnant women served, and the number of births.

E. Network Adequacy Certification Tool (NACT). Contractor shall submit all required information to the County in order to comply with the *Department's Policy and Procedure #2.001 Network Adequacy Standards and Monitoring*. Network data reporting shall be submitted to QCM ADP BwellQCMADP@SBCBWELL.org as required by the State Department of Health Care Services.

F. 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.

5. **BILLING DOCUMENTATION.**

A. Enter Claims Using County MIS System. Contractor shall use County's MIS system to enter claims for all Drug Medi-Cal (DMC-ODS) services and all Intensive Outpatient Treatment, Rehabilitative/Ambulatory Outpatient or Outpatient Services – Group, and Rehabilitative/Ambulatory Outpatient Services – Individual Services, as specified in Exhibit B. Contractor shall document progress notes in the client's file. All progress notes shall adhere to Drug Medi-Cal guidelines and shall include, but not be limited to, i) the date the progress note was completed and ii) the start and end time of the documentation of the progress note. These notes will serve as documentation for billable Drug Medi-Cal units of service. If Contractor and County have an agreement on file to upload services through a designated batch upload process, this upload process shall be completed within 10 calendar days of the end of the month in which the service was provided. If Contractor enters services directly into the ADP Electronic Health Record, claims shall be submitted to the County MIS Unit within 72 hours of service delivery.

B. Notice Provided if MIS Offline. In the event that the MIS system is offline, County will notify providers within 24 hours for reporting purposes.

6. **DRUG MEDI-CAL VERIFICATION.**

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

7. **CONFIDENTIALITY.**

- A. **Maintain Confidentiality.** Contractor agrees to maintain the confidentiality of patient records and any other health and enrollment information that identifies a particular beneficiary pursuant to: Title 42 United States Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; 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 (C.C.R.) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Section 14100.2; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; Exhibit D(F), Paragraph 13; Exhibit F; and Paragraph 34 (Compliance with HIPAA) of this Agreement, to the extent that these requirements are applicable. Patient records must comply with all appropriate State and Federal requirements.
- B. **No Publication of Client 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 this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

8. **CLIENT AND FAMILY MEMBER EMPOWERMENT.**

- A. **Support Active Involvement.** Contractor agrees to support active involvement of clients and their families in treatment, recovery, and policy development.
- B. Contractor shall comply with any applicable Federal and state laws that pertain to beneficiary rights and comply with *Department of Behavioral Wellness' Policy and Procedure #3.000 Beneficiary Rights*, available at <https://cosantabarbara.app.box.com/s/nq9hcrb6qa8spnbwal95bqg4p1rjum3y> and ensure that its employees and/or subcontracted providers observe and protect those rights.
- C. **Maintain Grievance Policy/Procedure.** Contractor shall adopt *Department Policy #4.020 Beneficiary Problem Resolution Process* available at <https://cosantabarbara.app.box.com/s/wg73482s2hgtgwd8arzu3ajhgefy9syj>, to address client/family complaints in compliance with beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 C.F.R. Section 438.400 through 42 C.F.R. Section 438.424.

9. **CULTURAL COMPETENCE.**

- A. **Report on Capacity.** Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:
 - 1. The number of Bilingual and Bicultural staff (as part of the quarterly staffing report), and the number of culturally diverse clients receiving Program services; and
 - 2. Efforts aimed at providing culturally competent services such as training provided to staff, changes or adaptations to service protocol, community education/outreach, etc.

- B. Communicate in Preferred Language.** At all times, the Contractor's Program(s) shall be staffed with personnel who can communicate in the client preferred language, or Contractor shall provide interpretation services, including American Sign Language (ASL).
- C. 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) – 30%; Santa Maria service area (including Orcutt and Guadalupe) – 48%; and Lompoc service area (including Buellton and Solvang) – 33%.
- D. Cultural Considerations When Providing Services.** Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must also be printed in Spanish (threshold language).
- E. Services and Programs in Spanish.** Services and programs offered in English must also be made available in Spanish, if clients identify Spanish as their preferred language, as specified in subsection B above.
- F. Staff Cultural Training.** Contractor shall provide staff with regular training on cultural competence, sensitivity and the cultures within the community.

10. NOTIFICATION REQUIREMENTS.

- A. Notice to QCM.** Contractor shall immediately notify Behavioral Wellness' Quality Care Management (QCM) at 805-681-5113 in the event of:
 - 1. Known serious complaints against licensed/certified staff;
 - 2. Restrictions in practice or license/certification as stipulated by a State agency;
 - 3. Staff privileges restricted at a hospital;
 - 4. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations); or
 - 5. Any event triggering Incident Reporting, as defined in *Behavioral Wellness' Policy and Procedure #4.004, Unusual Occurrence Reporting*, available at <http://www.countyofsb.org/behavioral-wellness/policy/2975>.
- 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. HIPAA breach

- C. **Notice to Case Manager/Regional Manager/Staff.** For clients receiving direct services from both Behavioral Wellness and Contractor staff, Contractor shall immediately notify the client's Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the client's care, or the applicable Regional Manager should any of the following occur:
 - 1. Side effects requiring medical attention or observation;
 - 2. Behavioral symptoms presenting possible health problems; or
 - 3. Any behavioral symptom that may compromise the appropriateness of the placement.
- D. **Notice to Contracts Division.** Contractor may contact the Behavioral Wellness' Contracts Division at bwellcontractsstaff@co.santa-barbara.ca.us for any contractual concerns or issues.
- E. **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 (Phone number: 805-884-6855).
- F. **Beneficiary's Health Record.** Contractor shall maintain and share, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).) Contractor shall ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with this Agreement, all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)

11. MONITORING.

- A. **County Monitoring Process.** Contractor agrees to cooperate with the County's Monitoring process which ensures medical necessity (for Drug Medi-Cal services) appropriateness and quality of care, and an annual onsite review. This review may include clinical record peer review, client survey, and other program monitoring practices, as required by the Intergovernmental Agreement, Contract Number 18-95148, and the Performance Agreement, Agreement Number 18-95274-A01. Contractor shall cooperate with these programs, and shall furnish necessary assessment and treatment plan information, subject to Federal or State confidentiality laws, and provisions of this Agreement.
- B. **Periodic Review Meetings with Contractor.** County shall assign staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, 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.** Contractor shall comply with County Corrective Action Plan (CAP) requirements in order to address any deficiencies identified during the County's monitoring process. CAP's shall be submitted within the required timeframes and shall be documented on Contractor letterhead, shall provide a specific description of how the deficiency shall be corrected, and shall be signed and dated by program staff.

D. Fraud, Waste or Abuse.

1. 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.
2. 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.)
3. 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.I. (Overpayments) of this Agreement.

12. COLLABORATIVE MEETINGS.

Behavioral Wellness shall conduct a Collaborative Meeting at least annually, and more frequently, if needed with Contractor to collaboratively discuss Programmatic, Fiscal, and Contract matters.

13. SIGNATURE PADS.

A. County to Provide Signature Pads. County shall purchase one signature pad for each physical address identified for Contractor's Alcohol and Drug Programs in this Agreement. The signature pad will be compatible with the County's Electronic Health Record (EHR), Clinician's Gateway. Contractor shall use the electronic versions of the Intake Form, Treatment Consent Form, Client Treatment Plan, Discharge Plan, and Medication Consent Form to ensure a complete client medical record exists within Clinician's Gateway. Contractor shall obtain client signatures on these electronic documents using the signature pads. Upon initial purchase, County shall install the signature pads on Contractor's hardware and provide a tutorial for Contractor's staff. Contractor shall be responsible for ongoing training of new staff.

B. Contractor Replacement Due to Loss or Damage. In the event that Contractor damages or loses the signature pads provided by County, Contractor shall be responsible for purchasing a new Clinician's Gateway compatible signature pad as a replacement from the County inventory at the current cost of replacement.

14. ADDITIONAL PROGRAM REQUIREMENTS.

A. Coordination of Services. Contractor shall provide services in coordination and collaboration with Behavioral Wellness, including Mental Health Services; the County Probation Department; other County departments; and other community based organizations, as applicable.

B. Recovery Environment. Contractor shall provide a safe, clean and sober environment for recovery.

- C. Provide DMC-ODS Beneficiary Handbook to Clients.** Contractor shall provide the County of Santa Barbara DMC-ODS Beneficiary Handbooks to all clients in an approved method listed in the *Department of Behavioral Wellness' Policy and Procedures #4.008 Beneficiary Information Materials*, upon beneficiary enrollment into DMC-ODS treatment program or upon request within five business days, and shall inform all clients of where the information is placed on the County website in electronic form. The Handbook shall contain all information specified in 42 C.F.R. Section 438.10(g)(2)(xi) about the grievance and appeal system.
- D. Provide Materials in English and Spanish.** Contractor shall make its written materials that are critical to obtaining services available to all clients in both English and Spanish including, at a minimum, provider directories, County of Santa Barbara Beneficiary Handbooks, appeal and grievance notices, denial and termination notices, and program curriculum. (42 C.F.R. § 438.10(d)(3)). Contractor shall maintain an adequate supply of County-provided written materials and shall request additional written materials from County as needed.
- E. Maintain Provider Directory.** Contractor shall collaborate with the County to maintain a current provider directory, as required by the Intergovernmental Agreement, Contract Number 18-95148, by providing monthly updates as applicable. Contractor shall ensure that all listing licensed individuals employed by the Contractor to deliver DMC-ODS services are included on the County provider directory with 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 beneficiaries;
 9. The provider's cultural capabilities;
 10. The provider's linguistic capabilities;
 11. Whether the provider's office has accommodations for people with physical disabilities;
 12. Type of practitioner;
 13. National Provider Identifier Number;
 14. California License number and type of license; and
 15. An indication of whether the provider has completed cultural competence training.

F. Specific Curricula:

1. Contractor shall stay informed on, and implement current evidence-based practice curriculum that is approved by the County, in providing treatment services.
2. Contractor shall provide Seeking Safety (training provided by County) or other trauma-informed services where indicated.
3. Contractor shall utilize Motivational Interviewing techniques, as defined by Treatment Improvement Protocol (TIP) 35: Enhancing Motivation for Change in Substance Use Disorder Treatment (SAMHSA) in providing treatment services (training provided by County).
4. Contractor shall utilize Cognitive Behavioral Treatment (CBT) in providing treatment services (training provided by County).

G. Support Groups. Contractor shall require clients to attend Twelve Step or other self-help support groups and activities unless not clinically indicated.

H. Tuberculosis (TB) Screening. Contractor shall require each client to be screened for Tuberculosis (TB) prior to admission using the Alcohol and Drug Program (ADP) TB Screening Questions and Follow-Up Protocol available at <https://www.countyofsb.org/behavioral-wellness/formsforstaff-providers.sbc>.

I. Referral to Perinatal Specialized Services. Contractor shall offer to refer pregnant and eligible postpartum clients to Perinatal specialized services, as clinically indicated, and shall provide information regarding the benefits of perinatal services by reviewing the Behavioral Wellness Alcohol and other Drug Services Perinatal Programs brochure. If client wants to transition to a perinatal program, Contractor shall assist with the referral. If beneficiary declines to be referred to a perinatal program, Contractor shall have client sign the Perinatal Services Attestation form and submit via email to BWellQCMADP@sbcbswell.org.

J. Compliance with Requirements. Contractor shall adhere to all applicable State, Federal, and County requirements, with technical assistance from Behavioral Wellness.

K. Compliance with Grant Requirements. Grant-funded services, such as those funded by Substance Abuse and Mental Health Services Administration (SAMHSA) shall adhere to the terms and conditions of the Notice of Grant Award, the original grant proposal, and any subsequent grant reapplications, as provided by Behavioral Wellness, if applicable.

L. Attendance at Department ADP User Group and CBO Collaborative Meetings. Contractor shall attend Behavioral Wellness ADP User Group and CBO Collaborative meetings to receive information and support in addressing treatment or prevention concerns.

M. Recordkeeping Requirements. Contractor shall retain, as applicable, the following information for a period of no less than 10 years:

1. Beneficiary grievance and appeal records specified in 42 C.F.R. Section 438.416 and maintained in accordance with the Intergovernmental Agreement, Contract Number 18-95148, including at minimum, all of the following information:
 - i. A general description of the reason for the appeal or grievance.

- ii. The date received.
 - iii. The date of each review, or if applicable, review meeting.
 - iv. Resolution at each level of the appeal or grievance, if applicable.
 - v. Date of resolution at each level, if applicable.
 - vi. Name of the covered person for whom the appeal or grievance was filed.
2. Data, information and documentation specified in 42 C.F.R. Sections 438.604, 438.606, 438.608, and 438.610.
 3. Records for each service rendered, to whom it was rendered, and the date of service, pursuant to W&IC Section 14124.1 and 42 C.F.R. Sections 438.3(h) and 438.3(u).
 4. Should Contractor discontinue its contractual agreement with the County, or cease to conduct business in its entirety, Contractor shall provide to County its fiscal and program records for the required retention period. DHCS Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements located at <http://sam.dgs.ca.gov/TOC/1600.aspx>.

N. Parity in Mental Health and 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 18-95148.

O. 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 ensure that its hours of operations are no less than the hours of operation offered to commercial beneficiaries or comparable to Medicaid FFS, if Contractor serves only Medicaid beneficiaries.
3. Contractor shall make services included in this Agreement available 24 hours a day, 7 days a week, when medically necessary.
4. Contractor shall have policies and procedures in place to screen for emergency medical conditions and immediately refer beneficiaries to emergency medical care.

15. DEFINITIONS.

The following terms as used throughout this Agreement shall have the meanings as set forth below.

A. Drug Medi-Cal Organized Delivery System (DMC-ODS). The DMC-ODS is a Medi-Cal benefit in counties choosing to opt into and implement the Pilot program. DMC-ODS shall be available as a Medi-Cal benefit for individuals who are Medi-Cal eligible, meet the medical necessity criteria, and reside in Santa Barbara County. These

services include Early Intervention, Outpatient Services, Intensive Outpatient Services, Residential Treatment Services, Opioid (Narcotic) Treatment Programs, Withdrawal Management, Naltrexone Treatment, Recovery Services, Physician consultation Perinatal Residential Treatment Services, and Case Management Services.

- B. CalWORKs.** CalWORKs is a program that provides cash aid and services to eligible needy California families, with the goal of transitioning them into the workforce. Through the CalWORKs program, funds are provided for alcohol and drug treatment for CalWORKs clients in order to help them obtain and retain employment. Services are provided through the County's network of providers. Treatment needs are identified in the client's Welfare-to-Work Plan.
- C. Licensed Practitioners of the Healing Arts (LPHA).** Professional staff shall be licensed, registered, certified, or recognized under California scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws. LPHA shall receive a minimum of five hours of continuing medical education related to addiction medication each year. LPHA include:
1. Physicians;
 2. Nurse Practitioners;
 3. Physician Assistants;
 4. Registered Nurses;
 5. Registered Pharmacists;
 6. Licensed Clinical Psychologists;
 7. Licensed Clinical Social Workers;
 8. Licensed Professional Clinical Counselors;
 9. Licensed Marriage and Family Therapists; and
 10. Licensed Eligible Practitioners working under the supervision of Licensed Clinicians.

Registered and certified SUD counselors shall adhere to all requirements in Title 9, Chapter 8.

- D. Medical Necessity Criteria.** An individual shall have received a diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM) Fifth Edition for Substance-Related and Addictive Disorders with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders or be assessed to be at risk for developing substance use disorder (for youth under 21) and shall meet the ASAM criteria definition of medical necessity for services based on ASAM criteria as determined by a Medical Director or an LPHA. After establishing a diagnosis and documenting the basis for diagnosis, the ASAM Criteria shall be applied to determine placement into the level of assessed services. For beneficiaries in treatment prior to implementation of the DMC-ODS, Contractor must conduct an ASAM assessment by the due date of the next updated treatment plan or continuing services justification, whichever occurs first, and the beneficiary must be placed in the appropriate level of

care if the assessment determines a different level of care is warranted. Adolescents are eligible to receive Medicaid services pursuant to the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate. Under the EPSDT mandate, beneficiaries under age 21 are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health conditions that are coverable under Section 1905(a) Medicaid authority. Nothing in the DMC-ODS overrides any of the EPSDT requirements.

- E. **Substance Abuse Treatment Court (SATC)**. SATC facilitates recovery of individuals within the criminal justice system by offering alternatives to traditional criminal processing for individuals with charges related to substance abuse. SATC provides a comprehensive and judicially monitored program of drug treatment and rehabilitation services for whom substance use disorder services are determined to be medically necessary and consistent with Title 22 C.C.R. Sections 51303 and 51341.1. Services include individual and group counseling, community referrals for ancillary services, and drug testing according to SATC Standards and Practices.
- F. **Substance Abuse Mental Health Services Administration (SAMHSA)**. SAMHSA is a division of the U.S. Department of Health and Human Services. SAMHSA aims to build resilience and facilitate recovery for people with or at risk for mental or substance use disorders. SAMHSA provides funding to support substance abuse treatment.

16. NONDISCRIMINATION.

- A. **State Nondiscrimination Provisions**. During the performance of this Agreement, Contractor and its subcontractors shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or other protected category ("Protected Category") nor shall they discriminate unlawfully against any employee or applicant for employment because of a Protected Category. 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 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 §§ 11135-11139.8), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See 2 C.C.R. § 11105).

B. Federal Nondiscrimination Provision.

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era, or other protected category ("Protected Category"). The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to a Protected Category. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their Protected Category status and the rights of applicants and employees.
2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to a Protected Category.
3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 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. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to

its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of Paragraphs 16(B)(1) through (B)(7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or 38 U.S.C. Section 4212 of the Vietnam Era Veteran's Readjustment Assistance Act so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

C. **Subcontracts**. Contractor shall include the nondiscrimination and compliance provisions of this Agreement (Sections 16 and 18, respectively) in all subcontracts to perform work under the Agreement.

17. 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(F), Paragraph 7 of the Intergovernmental Agreement, Contract Number 18-95148.

- 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.
- G.** 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.

18. STATE CONTRACT COMPLIANCE FOR ALL CONTRACT SERVICES.

- A. Additional Contract Restrictions.** This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Agreement in any manner.
- B. Exhibit D(F) to the Intergovernmental Agreement, Contract Number 18-95148.** The following provisions of the Intergovernmental Agreement are hereby incorporated by reference into this Agreement, Paragraphs: 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;

10 Intellectual Property Rights; 11 Air and Water Pollution; 12 Prior Approval of Training Seminars, Workshops or Conferences; 13 Confidentiality of Information; 14 Documents, Publications, and Written Reports; 17 Human Subjects Use; 19 Debarment and Suspension Certification; 20 Smoke-Free Workplace Certification; 24 Officials Not to Benefit; and 32 Public Communications; and 33 Lobbying Restrictions and Disclosure Certification.

C. Nullification of Drug Medi-Cal (DMC) Treatment Program Substance Use Disorder Services (if applicable).

1. The parties agree that if the Contractor fails to comply with the provisions of Welfare and Institutions Code (W&I) Section 14124.24, all areas related to the DMC Treatment Program substance use disorder services shall be null and void and severed from the remainder of this Agreement.
2. In the event the Drug Medi-Cal Treatment Program Services component of this Agreement becomes null and void, an updated Exhibit B-1 will take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Agreement. All other requirements and conditions of this Agreement will remain in effect until amended or terminated.

D. Hatch Act. Contractor agrees to comply with the provisions of the Hatch Act (Title 5 U.S.C., Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

E. No Unlawful Use or Unlawful Use Messages Regarding Drugs. Contractor agrees that information produced through these funds, and which pertains to drug and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Sections 11999-11999.3). By signing this Agreement, Contractor agrees that it shall enforce these requirements.

F. Noncompliance with Reporting Requirements. Contractor agrees that DHCS, through County, has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in this Agreement and in Exhibit A, Attachment I to the Intergovernmental Agreement, Contract Number 18-95148 (or as identified in Document 1F(a) to the Intergovernmental Agreement (Reporting Requirement Matrix for Counties).

G. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances. None of the funds made available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC § 812).

Contractor is advised of its, and shall advise all subcontractors of their, obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 C.F.R. Part 1001.

H. Health Insurance Portability and Accountability Act (HIPAA) of 1996. If any of the work performed under this Agreement is subject to HIPAA, then Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F of the Intergovernmental Agreement (Contract Number 18-95148), the State, County, and Contractor shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Intergovernmental Agreement Exhibit F for additional information.

1. Trading Partner Requirements.

- i. **No Changes.** County and Contractor hereby agree that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 C.F.R. Part 162.915 (a)).
 - ii. **No Additions.** County and Contractor hereby agree that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 C.F.R. Part 162.915 (b)).
 - iii. **No Unauthorized Uses.** County and Contractor hereby agree that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications. (45 C.F.R. Part 162.915 (c)).
 - iv. **No Changes to Meaning or Intent.** County and Contractor hereby agree that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification. (45 C.F.R. Part 162.915 (d)).
2. **Concurrence for Test Modifications to HHS Transaction Standards.** County agrees and understands that there exists the possibility that the State or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.
 3. **Adequate Testing.** County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.
 4. **Deficiencies.** County and Contractor agree to cure transactions errors or deficiencies identified by the DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. **Code Set Retention.** Both Parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.
 6. **Data Transmission Log.** Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between the Parties during the term of this Agreement. Each Party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.
- I. **Privacy and Security of Other Information Not Subject to HIPAA.** In addition to the HIPAA, Contractor shall comply with Exhibits F-2 and F-3 to the Intergovernmental Agreement, Contract Number 18-95148, with respect to personal information and personally identifiable information under the California Information Practices Act, Cal. Civil Code Sections 1798 et seq., and Title 42 C.F.R., Chapter I, Subchapter A, Part 2.
 - J. **Counselor Certification.** Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, C.C.R., Division 4, Chapter 8.
 - K. **Cultural and Linguistic Proficiency.** To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Agreement shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards and comply with 42 C.F.R. 438.206(c)(2).
 - L. **Trafficking Victims Protection Act of 2000 (TVPA).** Contractor shall comply with the Trafficking Victims Protection Act of 2000 (22 U.S.C. Section 7104(g), as amended by Section 1702 of Pub.L. 112-239). The County has the authority to terminate the Agreement without penalty within thirty (30) days or to take any other remedial action authorized under 22 U.S.C. Section 7104b(c), if the Contractor: (a) Engages in severe forms of trafficking in persons during the period of time that the Agreement is in effect; (b) Procures a commercial sex act during the period of time that the Agreement is in effect; or (c) Uses forced labor in the performance of the Agreement or subcontracts under the Agreement, in accordance with TVPA of 2000 and in accordance with *Department Policy #12.002 Trafficking Victims Protection Act of 2000* found at: <https://cosantabarbara.app.box.com/s/xdltu9hq9xlvakn3bcaoa7t2hcmorphn>. Contractor must inform County immediately of any information Contractor receives from any source alleging a violation of a prohibition in this paragraph. For full text of the award term, go to:

[https://uscode.house.gov/view.xhtml?req=\(title:22%20section:7104%20d%20edition:prelim\)%20OR%20\(granuleid:USC-prelim-title22-section7104%20d\)&f=treesort&edition=prelimhttps://cosantabarbara.app.box.com/s/nq9hcrb6qa8spnbwal95bqg4p1rjum3y&num=0&jumpTo=true](https://uscode.house.gov/view.xhtml?req=(title:22%20section:7104%20d%20edition:prelim)%20OR%20(granuleid:USC-prelim-title22-section7104%20d)&f=treesort&edition=prelimhttps://cosantabarbara.app.box.com/s/nq9hcrb6qa8spnbwal95bqg4p1rjum3y&num=0&jumpTo=true).

M. Youth Treatment Guidelines. Contractor will follow the California Youth Treatment Guidelines available at [https://www.dhcs.ca.gov/individuals/Dohttps://cosantabarbara.app.box.com/s/nq9hcrb6qa8spnbwal95bqg4p1rjum3ycuments/Youth Treatment Guidelines 2002.pdf](https://www.dhcs.ca.gov/individuals/Dohttps://cosantabarbara.app.box.com/s/nq9hcrb6qa8spnbwal95bqg4p1rjum3ycuments/Youth_Treatment_Guidelines_2002.pdf) and incorporated by this reference, in developing and implementing youth treatment programs funded under this Agreement, until such time as new Youth Treatment Guidelines are established and adopted. No formal amendment of this Agreement is required for new guidelines to be incorporated into this Agreement.

N. Nondiscrimination in Employment and Services. By signing this Agreement, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Agreement by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

O. Federal Law Requirements. Contractor shall comply with all applicable Federal laws including:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2. Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.
3. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
4. Age Discrimination Act of 1975 (45 C.F.R. Part 90), as amended (42 USC Sections 6101 - 6107), which prohibits discrimination on the basis of age.
5. Age Discrimination in Employment Act (29 C.F.R. Part 1625).
6. Title I of the Americans with Disabilities Act (29 C.F.R. Part 1630) prohibiting discrimination against the disabled in employment.
7. Americans with Disabilities Act (28 C.F.R. Part 35) prohibiting discrimination against the disabled by public entities.
8. Title III of the Americans with Disabilities Act (28 C.F.R. Part 36) regarding access.
9. Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), prohibiting discrimination on the basis of individuals with disabilities.
10. Executive Order 11246 (42 U.S.C. § 2000(e) et seq. and 41 C.F.R. Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.

11. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
12. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
13. Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, Subparts A – E).
14. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
15. Section 1557 of the Patient Protection and Affordable Care Act.
16. Contractor shall comply with the conflict of interest safeguards described in 42 C.F.R. Section 438.58 and with the prohibitions described in Section 1902(a)(4)(C) of the Social Security Act applicable to contracting officers, employees, or independent Contractors.

P. State Law Requirements. Contractor shall comply with all applicable State laws including:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 C.C.R. § 10000 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the C.C.R., commencing with Section 13000.
4. No state or federal funds shall be used by the Contractor for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for the State to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

Q. Investigations and Confidentiality of Administrative Actions.

1. Contractor acknowledges that if it is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider from the DMC program, pursuant to WIC Section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. DHCS may also issue a Payment Suspension to a provider pursuant to WIC Section 14107.11 and C.F.R., Title 42, Section 455.23. The County is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.
2. County and DHCS have entered a Confidentiality Agreement that permits DHCS to communicate with County concerning subcontracted providers that are subject to administrative sanctions.

R. Additional Federal and State Requirements. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Agreement in any manner.

S. Regulations and Guidelines. Contractor shall comply with the following regulations and guidelines:

1. Title 21, C.F.R. Part 1300 et seq., Title 42, C.F.R., Part 8;
2. Drug Medi-Cal Certification Standards for Substance Abuse Clinics;
3. Title 22, C.C.R., Sections 51341.1, and 51490.1;
4. Standards for Drug Treatment Programs (October 21, 1981);
5. Title 9, C.C.R., Division 4, Chapter 4, Subchapter 1, Section-10000 et seq.;
6. Title 22, C.C.R., Section 51000 et seq.;
7. HSC, Division 10.5, commencing with Section 11760;
8. Title 9, C.C.R., Division 4, Chapter 8, commencing with Section 13000;
9. Government Code Section 16367.8;
10. Title 42, C.F.R., Sections 8.1 through 8.6;
11. Title 21, C.F.R., Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and
12. State Administrative Manual (SAM), Chapter 7200 (Governmental Accounting and Reporting).

In the event of conflicts, the provisions of Title 22 of the California Code of Regulations shall control if they are more stringent.

T. Control Requirements.

1. Contractor shall establish written policies and procedures consistent with these requirements:
 - i. HSC, Division 10.5, commencing with Section 11760.
 - ii. Title 9, C.C.R., Division 4, Chapter 8, commencing with Section 13000.
 - iii. Government Code Section 16367.8.
 - iv. Title 42, C.F.R., Sections 8.1 through 8.6.
 - v. Title 21, C.F.R., Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.
 - vi. State Administrative Manual (SAM), Chapter 7200 (Governmental Accounting and Reporting).
2. Contractor shall be familiar with the above laws, regulations, and guidelines and shall ensure that its subcontractors, if any, are also familiar with such requirements.

U. **State Revocation.** The DHCS may revoke this Agreement, in whole or in part, or may revoke the activities or obligations delegated to Contractor by the County, or pursue other remedies permitted by State or Federal law, if DHCS determines that Contractor has not performed satisfactorily. In such event, this Agreement shall be terminated in accordance with the Standard Terms and Conditions paragraph regarding Termination.

V. **Participation in the County Behavioral Health Director's Association of California.**

1. County's AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for SUD services.
2. County's AOD Program Administrator shall attend any special meetings called by the Director of DHCS.

19. **ADDITIONAL REQUIREMENTS FOR SABG/SAPT-FUNDED SERVICES.**

A. **General Provisions.**

1. The Substance Abuse Prevention and Treatment Block Grant (SABG) is a federal award within the meaning of Title 45, Code of Federal Regulations (C.F.R.), Part 75. This Agreement is a subcontract of the subaward to County of the federal award to DHCS.
2. Non-profit subcontractors receiving SABG funds shall comply with the financial management standards contained in 45 C.F.R., Section 75.302(b)(1) through (4) and (b)(7), and 45 C.F.R., Section 96.30.

B. **Additional Control Requirements.**

1. In accepting DHCS drug and alcohol SABG allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall establish written policies and procedures consistent with these requirements:
 - i. C.C.R. Title 9, Division 4, commencing with Section 9000.
 - ii. Government Code Title 2, Division 4, Part 2, Chapter 2, Article 1.7, commencing with Section 16366.1.
 - iii. Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130.
 - iv. Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x- 53, 300x-57, and 300x-64 through 66.
 - v. Title 2, C.F.R. part 200 -The Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards.
 - vi. Title 45, C.F.R., Sections 96.30 through 96.33 and Sections 96.120 through 96.137.

- vii. Title 42, C.F.R., Sections 8.1 through 8.6.
 - viii. Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, Subparts A-E).
 - ix. Title 21, C.F.R., Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances
 - x. State Administrative Manual (SAM), Chapter 7200 (Governmental Accounting and Reporting).
2. Contractor shall be familiar with the above laws, regulations, and guidelines and shall ensure that its subcontractors, if any, are also familiar with such requirements.
 3. Contractor and all its subcontractors shall comply with the Minimum Quality Drug Treatment Standards for DMC-ODS treatment programs either partially or fully funded by DMC-ODS. The Minimum Quality Drug Treatment Standards for DMC-ODS are located at: <http://countyofsb.org/behavioral-wellness/asset.c/5010>. The incorporation of any new Minimum Quality Drug Treatment Standards into this Agreement shall not require a formal amendment.
 4. Restrictions on Salary. Contractor agrees that no part of any federal funds provided under this Agreement shall be used by the Contractor or its subcontractors to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule. Salary and wages schedules may be found at https://grants.nih.gov/grants/policy/salcap_summary.htm. SABG funds used to pay a salary in excess of the rate of basic pay for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's actual salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with SABG funds.

C. Additional Contract Compliance Provisions.

1. **Restriction on Distribution of Sterile Needles.** No funds made available through this Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting-drug-users with Substance Abuse Prevention and Treatment Block Grant funds.
2. **Nondiscrimination and Institutional Safeguards for Religious Providers.** In order to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42 C.F.R. Part 54, Contractor is required to submit to the County ADP Program Manager, the "Survey on Ensuring Equal Opportunity for Applicants" form, available from ADP Program Director, to identify if the organization is a religious provider. Contractor shall not use funds provided through this Agreement for inherently religious activities, such as worship, religious instruction, or proselytization. If Contractor conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds from the Department. Contractor may not discriminate against a client or prospective client on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

Contractors identifying as religious organizations shall establish a referral process to a reasonably accessible alternative program for clients who may object to the religious nature of the Contractor's Program. Referrals that were made due to the religious nature of the Contractor's Program shall be submitted within three (3) days to the County.

3. **Intravenous Drug Use (IVDU) Treatment.** Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo alcohol and other drug (AOD) treatment (42 USC § 300x-23; 45 C.F.R. § 96.126(e)).
4. **Tuberculosis Treatment.** Contractor shall ensure the following related to Tuberculosis (TB):
 - i. Routinely make available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;
 - ii. Reduce barriers to patients' accepting TB treatment; and
 - iii. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.
5. **Tribal Communities and Organizations.** County shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/AN communities within the County.
6. **Perinatal Practice Guidelines.** As applicable, Contractor shall be properly certified to provide perinatal DMC services and shall comply with the applicable requirements contained in Article III. PP of the Intergovernmental Agreement, Exhibit A, Attachment I. Contractor must also comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The "*Perinatal Practice Guidelines*" are incorporated by reference. The Contractor must comply with the current version of these guidelines: https://www.dhcs.ca.gov/Documents/CSD_KS/CSD%20Perinatal%20Services/Perinatal-Practice-Guidelines.pdf, until new Perinatal Practice Guidelines are established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Agreement shall not require a formal amendment.

Contractor receiving SABG funds must adhere to the *Perinatal Practice Guidelines*, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)**. Contractor shall provide a certification to the County per Exhibit D that Contractor will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. Section 1352. Contractor shall also disclose to County any lobbying with non-Federal funds that takes place in connection with obtaining a Federal award.

Contractor shall comply with the Lobbying Restrictions and Disclosure requirements included in Exhibit D(F) to the Intergovernmental Agreement, Contract Number 18-95148.

8. **Information Access for Individuals with Limited English Proficiency.**
 - i. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code Sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
 - ii. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 C.F.R. Part 92), including, but not limited to, 45 C.F.R. Section 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

EXHIBIT A-2
STATEMENT OF WORK: ADP
OUTPATIENT SERVICES (OS) AND INTENSIVE OUTPATIENT SERVICES (IOS)

1. PROGRAM SUMMARY.

The Contractor shall provide outpatient alcohol and other drug (AOD) treatment (hereafter, “the Program”) to assist clients to obtain and maintain sobriety. Clients shall include adolescent (age 12-20), Transition Age Youth (TAY) (age 18-24), adult (age 18 and older), and perinatal clients. Treatment services will include best practice individual and group counseling, and drug testing. The Program shall be Drug Medi-Cal (DMC) certified to provide Outpatient Services (OS) and Intensive Outpatient Services (IOS). The Program will be located at the following sites:

OS ASAM Level 1.0 services only:

A. 1111 Garden Street, Santa Barbara, California.

OS ASAM Level 1.0 and IOS ASAM Level 2.1 services:

B. 133 E. Haley St., Santa Barbara, California; and

C. 526 East Chapel, Santa Maria, California.

2. PROGRAM GOALS.

- A. Introduce participants to an ongoing process of recovery designed to reduce harm and/or achieve total abstinence from substance misuse;
- B. Promote self-sufficiency and empower substance users to become productive and responsible members of the community;
- C. Reduce recidivism and increase community safety; and
- D. For SATC clients, reduce costs associated with criminal case processing and re-arrest.

3. SERVICES.

A. Outpatient Services (OS) ASAM Level 1.0.

1. OS ASAM Level 1.0 – Frequency and Setting.

Outpatient Services shall consist of services, when determined to be medically necessary and in accordance with an individualized treatment plan, and made available:

- i. To adult, TAY, and perinatal clients for up to nine (9) hours per week
- ii. To adolescent clients for less than six (6) hours per week.

Services may be provided in-person, by telephone, or by telehealth and in appropriate settings in the community in compliance with *Department Policy # 7.009 Drug Medi-Cal Organized Delivery System (DMC-ODS) Outpatient Treatment Services*.

2. OS ASAM Level 1.0 Services.

Contractor shall ensure that ASAM Level 1.0 services are provided including: group counseling, intake and assessment, treatment planning, collateral services, crisis services, discharge services, individual counseling, and medication services as follows:

- i. **Outpatient Services (OS) – Group Counseling.** Group counseling services means face-to-face contacts with one or more therapists or counselors who treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served. Contractor shall ensure that each client receives a minimum of two group counseling sessions (minimum 90 minutes per group session) per thirty (30) day period depending on the client’s needs and treatment plan or be subject to discharge, as specified in 22 CCR Section 51341.1(d). Group counseling sessions shall focus on short-term personal, family, job/school, and other problems and their relationship to substance abuse or a return to substance abuse. Services shall be provided as scheduled. Clients must be DMC eligible to claim DMC reimbursement for the group session. Group counseling services provided by telehealth or telephone shall be provided in compliance with all relevant county, state, and federal requirements that are now in force or that may hereafter be in force including, but not limited to, DHCS Behavioral Health Information Notice No: 20-009.
- ii. **Outpatient Services (OS) – Individual.** Individual services are contacts between a client and a LPHA or counselor and may include the following services:
 - a. **OS Individual - Intake and Assessment:** The process of determining that a client meets the Medical Necessity criteria and admitting the client into a substance use disorder (SUD) treatment program. Intake must include: completion of all intake paperwork; evaluation or analysis of substance use disorders; diagnosis of substance use disorders; and assessment of treatment needs to provide medically necessary services. Intake may also include a physical examination and laboratory testing necessary for substance use disorder treatment; and treatment planning.
 - b. **OS Individual - Treatment Planning:** Contacts between a client and a LPHA or counselor to prepare and/or update an individualized written treatment plan.
 - c. **OS Individual - Collateral Services:** Sessions with therapists or counselors and significant persons in the life of the client, focused on the treatment needs of the client in terms of supporting the achievement of the client’s treatment goals. “Significant persons” are individuals that have a personal, not official or professional, relationship with the client.

- d. **OS Individual - Crisis Intervention Services:** Contact between a therapist or counselor and a client in crisis. Services shall focus on alleviating crisis problems. “Crisis” means an actual relapse or an unforeseen event or circumstance which presents to the client an imminent threat of relapse. Crisis Intervention Services shall be limited to the stabilization of the client’s emergency situation.
- e. **OS Individual - Discharge Services:** The process to prepare the client for referral into another level of care, post-treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.
- f. **OS Individual - Individual Counseling:** Face-to face, telehealth, or telephone contacts between a client and a therapist or counselor which will focus on psychosocial issues related to substance use and goals outlined in the client’s individualized treatment plan. Individual counseling may also include family support, family therapy or patient education as defined below:
 - 1) **Family Support:** linkages to childcare, parent education, child development support services, and family and marriage education.
 - 2) **Family Therapy:** including a beneficiary’s family members and loved ones in the treatment process, and education about factors that are important to the beneficiary’s recovery as well as their own recovery can be conveyed. Family members may provide social support to beneficiaries, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.
 - 3) **Patient Education:** providing research-based education on addiction, treatment, recovery, and associated health risks. Individual counseling services provided by telehealth or telephone shall be provided in compliance with all relevant county, state, and federal requirements that are now in force or that may hereafter be in force including, but not limited to, DHCS Behavioral Health Information Notice No: 20-009.
- g. **Medication Services:** The prescription or administration of medication related to substance use treatment services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services and/or order laboratory testing within their scope of practice or licensure.

B. Intensive Outpatient Services (IOS) ASAM Level 2.1.

- 1. **Intensive Outpatient Services (IOS) – Frequency and Setting.** Intensive Outpatient Services are structured programming services provided to beneficiaries when determined to be medically necessary and in accordance with an individualized treatment plan, and made available:

- i. To adult, TAY, and perinatal clients a minimum of nine (9) hours with a maximum of 19 hours a week.
- ii. To adolescent clients a minimum of six (6) hours with a maximum of 19 hours a week.

Services may be provided in-person, by telephone, or by telehealth and in appropriate settings in the community in compliance with *Department Policy # 7.009 Drug Medi-Cal Organized Delivery System (DMC-ODS) Outpatient Treatment Services*.

2. **IOS ASAM Level 2.1 Services.** Contractor shall ensure that ASAM Level 2.1 services are provided including: assessment, treatment planning, individual and group counseling, family therapy, patient education, medication services, collateral services, crisis intervention services, and discharge planning and coordination, as defined in Section 3.A.2 (Outpatient Services (OS) – Individual) above, and following:

- i. **Intensive Outpatient Services (IOS) – Group Counseling.** Group counseling services means face-to-face, telehealth, or telephone contacts with one or more therapists or counselors who treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served. Contractor shall ensure that each client receives counseling sessions depending on the client's needs and treatment plan or be subject to discharge, as specified in 22 C.C.R. Section 51341.1(d). Group counseling sessions shall focus on short-term personal, family, job/school, and other problems and their relationship to substance abuse or a return to substance abuse. Services shall be provided as scheduled. Clients must be DMC eligible to claim DMC reimbursement for the group session. Group counseling services provided by telehealth or telephone shall be provided in compliance with all relevant county, state, and federal requirements that are now in force or that may hereafter be in force including, but not limited to, DHCS Behavioral Health Information Notice No: 20-009.

C. Case Management Services.

Case Management Services are medically necessary services provided by a LPHA or registered/certified AOD counselor to assist clients in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. These services focus on coordination of substance use disorder (SUD) care, integration around primary care (especially for clients with a chronic SUD), and interaction with the criminal justice system, if needed. All Case Management services should be provided in the context of an individualized client treatment plan that includes specific Case Management goals and identifies Case Management services. Contractor shall provide Case Management to clients who meet medical necessity as outlined in the *Department Policy 7.008 Drug Medi-Cal Organized Delivery System (DMC-ODS) Case Management*. Case Management may include:

1. **Transition to a Higher or Lower Level of Substance Use Disorder (SUD) Care.** Transfers to the next service provider will be completed through “warm hand-offs”.
2. **Communication, Coordination, Referral and Related Activities.** These activities help link the client with medical, social, educational providers, or other programs and services that are capable of providing needed services to address identified needs and achieve goals specified in the client treatment plan.
3. **Monitoring Service Delivery to Ensure Client Access to Service and the Service Delivery System.** Monitoring and associated follow-up activities are necessary to adequately address the client’s needs, and may be done with the client, family members, service providers, or other entities or individuals and may be conducted as frequently as necessary.
4. **Monitoring the Client’s Progress.** This includes making any necessary modifications to the client’s treatment plan and updating service arrangements with providers. Monitoring does not include evaluation or “check-ins” with a client when all client treatment plan goals have been met.
5. **Patient Advocacy, Linkages to Physical and Mental Health Care, Transportation and Retention in Primary Care Services.** All services, including transportation for the purposes of continuous engagement, support and linkage to treatment services, must link back to the stated goals and interventions in the client’s treatment plan.

D. Recovery Services.

Recovery Services are medically necessary services to assist clients in the recovery and wellness process following a completed course of treatment. Recovery Services are designed to emphasize the client’s central role in managing their health, promote the use of effective self-management support strategies, and provide internal and community resources to support ongoing self-management. All Recovery Services should be provided in the context of an individualized client treatment plan that includes specific goals and identifies Substance Use Disorder Assistance services including peer-to-peer services and relapse prevention as needed. Contractor shall provide Recovery Services to clients who have completed their course of treatment and meet medical necessity as outlined in the *Department Policy 7.010 Drug Medi-Cal Organized Delivery System (DMC-ODS) Recovery Services*. Recovery Services may include:

1. **Outpatient Counseling Services in the Form of Individual or Group Counseling.** Outpatient counseling services are intended to stabilize the client and then reassess if the client needs further care.
2. **Recovery Monitoring.** Recovery monitoring includes recovery coaching and monitoring via telephone, telehealth, and the internet.
3. **Substance Use Disorder Assistance.** This includes peer-to-peer services and relapse prevention provided by SUD Peer Support Staff. The amount, duration, and scope of peer-to-peer services must be specified in the client’s treatment plan. Services must be provided by qualified peer support staff who assists clients with recovery from their SUDs in accordance with the Peer Support Training Plan.

4. **Support for Education and Job Skills.** This includes linkages to life skills, employment services, job training, and education services.
5. **Family Support.** This includes linkages to childcare, parent education, child development support service, and family/marriage education.
6. **Support Groups.** This includes linkages to self-help and faith-based support groups.
7. **Ancillary Services.** This includes linkages to housing assistance, transportation, case management, and individual services coordination.

E. Drug Testing.

Contractor shall provide random drug testing at laboratories in accordance with Clinical Laboratory Improvement Amendments of 1988 (CLIA) and Section 353 of the Public Health Act (42 U.S.C. § 263(a) et seq.) as indicated for clients enrolled in OS and IOS services.

F. Medication Assisted Treatment (MAT).

1. **Contractor Will Accept Clients On Medication Assisted Treatment.** Contractor shall not deny services to any client who meets medical necessity and who is authorized for Outpatient Treatment Services while also receiving Medication Assisted Treatment.
2. **Assessments.** Contractor will assess all clients for opioid use disorders and alcohol use disorders that may benefit from Medication Assisted Treatment and these clients will be referred to a psychiatrist/physician (MD), physician's assistant (PA) or nurse practitioner (NP) for further evaluation. Clients deemed eligible and willing to participate in MAT will be linked with an Opioid Treatment Program/Narcotic Treatment Program (OTP/NTP) or considered for MAT treatment within a contracted SUD provider.
3. **Coordination of Care.** Contractor will pursue coordination of care for clients on Medication Assisted Treatment to the extent allowed by the Welfare and Institutions Code (WIC), the Health Insurance Portability and Accountability Act (HIPAA), and the Code of Federal Regulations (C.F.R.) Title 42, Part 2 by making reasonable efforts to obtain client releases of information (ROI) for any health care or health service providers also serving the client.

G. Physician Consultation.

Contractor may bill and be reimbursed for their Medical Director and/or licensed physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists for complex cases to address medication selection, dosing, side effect management, adherence, drug-to-drug interactions or level of care considerations.

H. Youth and Family Treatment.

Contractor will provide Youth and Family treatment to address youth-specific developmental issues, provide comprehensive and integrated services, involve families, and allow youth to remain in the most appropriate, but least restrictive, setting so they can be served within their families, group and community. Contractor will provide Youth and Family treatment services which shall include:

1. Individual, group counseling and drug testing that is age appropriate in alignment with the State of California Youth Treatment Guidelines: http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf
2. Family engagement activities and services which initiate and encourage family participation in treatment, such as groups to provide an introduction and orientation to the treatment program.
3. Family education activities and services which educate families about relevant topics such as substance misuse, treatment, recovery, and relapse prevention.
4. Parenting education activities and services that foster effective parenting, with an emphasis on positive parenting, communication between parents and their children, setting clear and appropriate behavioral expectations and logical consequences, awareness of social issues that confront children and how parents can help, and other topics which increase parent effectiveness and family functioning.
5. Substance use treatment services to families or other significant persons in a client's life which focus on the client's treatment needs to support the client's treatment goals. All treatment services must include Motivational Interviewing and/or Cognitive Behavioral Treatment. Services must address specific needs and goals in the client's treatment plan.
6. Specific and scheduled outreach activities designed to increase local community awareness of treatment services.

I. Perinatal Services.

Contractor shall provide perinatal substance use disorder treatment services to pregnant and postpartum women and their children. Contractor will provide perinatal services in a "perinatal certified substance use disorder program", meaning a Medi-Cal certified program which provides substance use disorder services to pregnant and postpartum women with substance use disorder diagnoses. Medical documentation that substantiates the beneficiary's pregnancy and the last day of pregnancy shall be maintained in the beneficiary record. Perinatal Services shall include:

1. Individual, group counseling and drug testing that is in alignment with the current State of California Perinatal Practice Guidelines, and any updates thereto: http://www.dhcs.ca.gov/individuals/Documents/Perinatal_Practice_Guidelines_FY1819.pdf
2. Services shall address treatment and recovery issues specific to pregnant and postpartum women, such as relationships, sexual and physical abuse, and development of parenting skills;

3. Mother/child habilitative and rehabilitative services, such as parenting skills and training in child development;
4. Access to services, such as arrangement for transportation;
5. Education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant; and
6. Coordination of ancillary services, such as medical/dental, education, social services, and community services.

J. Transitions to Other Levels of Care (LOC).

Contractor shall ensure all clients are reassessed using the ASAM LOC Screening, at a minimum of every 90 days, unless medical necessity warrants more frequent reassessments, to ensure clients are receiving treatment in the appropriate LOC. Contractor shall ensure that clients are transitioned to the appropriate LOC no later than 10 business days from the time of the assessment/reassessment or screening, with no interruption in treatment services.

K. Additional Contractor-Specific Services. Contractor shall provide the additional services indicated below:

1. Contractor shall provide Co-Occurring Capable treatment services as defined by the American Society of Addiction Medicine (ASAM). Co-Occurring Capable services have a primary focus on substance use disorders but are capable of treating clients with sub-threshold or diagnosable but stable mental disorders. Psychiatric services shall be available on-site or by consultation; identified program staff are competent to understand and identify signs and symptoms of acute psychiatric conditions.
 - i. Contractor shall serve a diverse population including individuals with no mental health condition or trauma history, individuals with mild to moderate mental health conditions, and individuals who have more serious psychiatric conditions or those who may intermittently have flare ups of acute symptoms but do not need acute mental health treatment based on the capacity of the program.
 - ii. Treatment planning and group programming shall include specific interventions to help clients manage their addiction and mental health symptoms.
 - iii. All staff are supported and assisted to be co-occurring competent so that all staff can work as an integrated team.
2. Contractor shall provide Multi-Family Therapy for both adults and adolescents when determined to be medically necessary.
 - i. Multi-Family Therapy shall be provided in alignment with an individualized treatment plan by qualified staff as medically necessary.

3. Contractor shall provide **Additional MAT Monitoring** to clients receiving MAT. Additional MAT Monitoring may include physician consultation and assessment of the side effects or results of the medication conducted by staff lawfully authorized to provide such services within their scope of practice or license. If the client refuses treatment services for a specified period of time, continuation of MAT medications will be reevaluated by the physician or licensed prescriber.
4. Contractor shall provide Transition Age Youth (TAY) specific groups for clients aged 18-24.

4. CLIENTS.

- A. Contractor shall provide OS ASAM Level 1.0 or Level 2.1 services as described in Section 3 (Services) to adolescent, TAY, adult, and perinatal clients referred by sources described in Section 5 (Referrals), up to the funding levels projected in Exhibit B-1 ADP for this Program,
- B. Contractor shall admit clients with co-occurring disorders where appropriate.

5. REFERRALS.

A. Referral Sources.

1. **Referrals From ACCESS Line.** Contractor shall receive referrals from the Department of Behavioral Wellness ACCESS Line after the initial screening tool for the American Society of Addiction Medicine (ASAM) placement criteria is completed by the County and an initial level of care is recommended.
2. **Walk-In Clients.** When a client walks into or calls a Contractor directly, the client shall be referred to call by telephone the ACCESS Line (1-888-868-1649) to receive a complete County approved ASAM screening.
3. **Substance Abuse Treatment Court.** Clients referred by Substance Abuse Treatment Court shall call by telephone the ACCESS Line (1-888-868-1649) to receive a complete County approved ASAM screening.

B. Referral Process.

1. **Notice of Predetermination of ASAM Level.** Contractor will be notified via electronic-fax once the predetermination of the ASAM level of care is made, and the client shall be scheduled with Contractor for a complete assessment to determine diagnosis and medical necessity, consistent with Title 22 Sections 51303 and 51341.1.
2. **Complete Intake Assessment Within 10 Days.** Contractor shall complete an intake assessment within 10 calendar days after the initial screening or request for service.
3. **SATC Referrals.** For Substance Abuse Treatment Court SATC Referrals:
 - i. Contractor shall provide SATC Treatment Services to Court-referred (adults/adolescents) upon receipt of the predetermination of ASAM level of care from the ACCESS Line.

- ii. Contractor shall determine whether substance use disorder services are determined to be medically necessary consistent with Title 22 C.C.R. Sections 51303 and 51341.1, per SATC guidelines.
- iii. Contractor shall participate in a quarterly graduate activity in collaboration with the Court and other treatment contractors when available.
- iv. Contractor shall provide progress reports for court staffing; Contractor shall attend court staffing in person when available.
- v. Contractor shall abide by the Therapeutic Justice Policy Council Treatment Court Guidelines and Procedures as set forth by the Policy Council.
- vi. Contractor shall attend SATC Core Team and Policy Council meetings and work with County to develop recommendations, guidelines, and procedures for (adult/adolescent) treatment services.

6. ADMISSION PROCESS.

- A. ASAM Screening Form Review.** Contractor shall review County approved ASAM screening form and referral information upon receiving it via electronic-fax.
- B. Comprehensive ASAM Assessment.** Contractor shall complete a Comprehensive ASAM Assessment within ten (10) business days of request for services. The Medical Director, licensed physician, or LPHA shall evaluate the assessment and intake information through a face-to-face or telehealth meeting with the client or the counselor who conducted the assessment in order to determine medical necessity in compliance with the DMC-ODS Special Terms and Conditions (STCs) 132 (e) and Title 22 C.C.R. Sections 51303 and 51341.1.
- C. Notice of Adverse Benefit Determination.** If Contractor determines that the medical necessity criteria has not been met, then a written Notice of Adverse Benefit Determination (NOABD) shall be issued in accordance with 42 C.F.R. Section 438.404 and 42 C.F.R. Section 438.10.
- D. Admit Clients Meeting Medical Necessity.** Contractor shall admit clients referred by the Department, who meet medical necessity, unless the client meets one or more conditions specified in Section 7 (Exclusion Criteria), or if space is not available in the Program, as described below in Section H (Notify Access Line/QCM If Space Not Available in Program).
- E. Admission Documentation.**
At Contractor's intake meeting with client, Contractor shall complete admission documentation with the following information:
 - 1. Informed Consent to Treatment form, signed by client;
 - 2. Release of Information form, signed by client;
 - 3. Intake form including financial assessment and contract for fees, signed by client.
 - 4. Medication Consent form, signed by client.
 - 5. Health Questionnaire, signed by client.

6. Personal/ demographic information of client, as described in State of California Alcohol and/or Other Drug Program Certification Standards, including:
 - i. Social, economic and family background;
 - ii. Education;
 - iii. Vocational achievements;
 - iv. Criminal history, legal status;
 - v. Medical history;
 - vi. Drug history;
 - vii. Previous treatment; and
 - viii. Emergency contact information for client.

F. Notify Access Line/ QCM If Client Not Accepted Into Program.

Contractor shall notify ACCESS Line/Quality Care Management (QCM) staff if client is not accepted into the Program, based on Section 7 (Exclusion Criteria), within one business day of completing the intake or assessment.

G. QCM Documentation If Client Needs Another Level of Care.

Contractor shall document in the assessment the actual level of care placement. Any variance in placement shall be documented in the comprehensive assessment, and will include the reasons for the difference in level of care.

H. Notify Access Line/ QCM If Space Not Available in Program.

Should space not be available in the Program, Contractor shall notify ACCESS Line/Quality Care Management (QCM) staff within one business day of receiving the referral.

7. EXCLUSION CRITERIA.

On a case-by-case basis, clients may be excluded from receiving services. Clients must be informed of exclusion from the program in compliance with Department Policy #4.010 Notice of Adverse Benefit Determination. The following may be cause for client exclusion from the program:

- A. Client threat of or actual violence toward staff or other clients.
- B. Rude or disruptive behavior that cannot be redirected.
- C. Client does not meet medical necessity criteria, consistent with Title 22 C.C.R. Sections 51303 and 51341.1.

8. DOCUMENTATION REQUIREMENTS.

- A. **Data Entry Into County's MIS System.** Contractor shall enter all CalOMS treatment data and all other client data required by County into the County's MIS system no later than seven (7) days after client entry into Program. Contractor shall complete an annual update of the CalOMS treatment data on the anniversary of client's admission to the Program (for clients in the same treatment service for one year or more), and when the client is discharged from the treatment service.

- B. Comprehensive ASAM Multidimensional Assessment.** No later than ten (10) days after receipt of initial client referral, Contractor shall complete a Comprehensive ASAM Assessment. The Comprehensive ASAM Assessment shall be utilized for determination of medical necessity, determination of level of care, treatment planning and discharge planning. For SATC clients, Contractor shall report the results of the Comprehensive ASAM Assessment and recommendations to the court.
- C. Treatment Plan.** No later than thirty (30) days after client admission into Program, Contractor shall complete a Treatment Plan. The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed upon intake and updated every ninety (90) days or more frequently as determined medically necessary. The treatment plan will be consistent with the qualifying diagnosis and will be signed by the client, the counselor or LPHA, and the physician. The treatment plan and updates must include:
1. A statement of problems identified through the ASAM, other assessment tool(s) or intake documentation;
 2. Goals to be reached which address each problem;
 3. Action steps that will be taken by the Provider and/or client to accomplish identified goals;
 4. Target dates for accomplishment of actions steps and goals;
 5. A description of services, including the type of counseling, to be provided and the frequency thereof;
 6. Assignment of a primary counselor;
 7. The client's DSM-5 diagnosis language as documented by the Medical Director or LPHA;
 8. If a client has not had a physical examination within the 12-months prior to the client's admission to treatment date, a goal that the client have a physical examination should be present on the treatment plan;
 9. If documentation of a client's physical examination, which was performed during the prior twelve months, indicates a client has a significant medical illness, a goal that the client obtains appropriate treatment for the illness shall be included on the treatment plan; and
 10. Individualization based on engaging the client in the treatment planning process.
 11. Treatment planning must conform to DMC Regulations as defined in Title 22, C.C.R. Section 51341.1(h) (2).
- D. Additional Documentation Requirements.** Contractor must comply with all additional documentation requirements pursuant to Title 22 Sections 51303 and 51341.1 and DMC-ODC Standard Terms and Conditions (STCs).

9. DISCHARGES.

- A. Discharge Planning Required.** Contractor shall provide discharge planning for clients prior to discharge or referral into another level of care. Discharge planning ensures continuum of care, post-treatment return, reentry into the community, and/or other linkages necessary for treatment success.
- B. Discharge Plan.** A discharge plan is a planned discharge that takes place while the client is still in treatment and must be completed within thirty (30) days prior to the final face-to-face service in compliance with the State of California Alcohol and/or Other Drug Program Certification Standards and in accordance with Title 22 C.C.R. Section 51341.1 (i)(h)(iii)(c)(B)(6). The Discharge Plan shall include:
1. Recommendations for post-discharge;
 2. A description of each of the client's relapse triggers;
 3. A plan to assist the client to avoid relapse when confronted with each trigger;
 4. A support plan; and
 5. Linkages to other services, where appropriate.
- C. Provide Client With Discharge Plan.** Contractor shall provide the Discharge Plan to the client during the last face-to-face treatment. The counselor or LPHA and the client shall sign and date the Discharge Plan. Contractor shall give client one copy of the Discharge Plan, and the original shall be documented in the client's file.
- D. Discharge Summary Required.** A Discharge Summary is to be completed for all clients, at the end of their treatment episode, regardless of level of care or successful/unsuccessful completion.
- E. Contents of Discharge Summary.** The Discharge Summary must include:
1. The duration of the client's treatment, as determined by dates of admission to and discharge from treatment;
 2. The reason for discharge;
 3. A narrative summary of the treatment episode; and
 4. The client's prognosis.
- F. Document Discharge Information in Department MIS.** Contractor shall document discharge information in CalOMS via the Department MIS system no later than thirty (30) days following discharge.
- G. Discharge Client if No Services Received Within 30 Day Period.** Any client that does not receive any service within a 30 day period shall be discharged, as of the date of last services, per CalOMS guidelines. The date of discharge shall be the last face to face contact.
- H. Involuntary Discharge Requirements.** Discharge of a client from treatment may occur on a voluntary or involuntary basis. An involuntary discharge is subject to the requirements set forth in *Department Policy # 4.010 Notice of Adverse Benefit Determination*.

EXHIBIT A-3
STATEMENT OF WORK: ADP
ADDITIONAL MEDICATION ASSISTED TREATMENT (MAT)

1. PROGRAM SUMMARY.

Contractor shall provide Additional Medication Assisted Treatment (MAT) within alcohol and other drug (AOD) treatment (hereafter, “the Program”) to assist adult, TAY, and adolescent clients enrolled in OS ASAM Level 1.0 and IOS ASAM Level 2.1 to obtain and maintain sobriety. Treatment services will include best practice individual and group counseling, and drug testing. The Program shall be Drug Medi-Cal (DMC) certified. The Program will be located at:

- A. 1111 Garden Street, Santa Barbara, California;
- B. 133 E. Haley St., Santa Barbara, California; and
- C. 526 East Chapel, Santa Maria, California.

2. PROGRAM GOALS.

- A. Ensure that participants are medication compliant with physician orders.
- B. Provide a full range of MAT services including medication(s), medication support and integrated behavioral treatment(s).

3. SERVICES.

The Contractor shall provide:

A. Additional MAT Services.

Additional MAT Services includes the use of prescription medication, in combination with counseling and behavioral therapies, to provide a whole-person approach to the treatment of substance use disorders (SUDs). Additional MAT services include medications approved by the U.S. Food and Drug Administration (FDA) for SUD. Additional MAT shall include the ordering, prescribing, and monitoring of all medications for SUDs. The comprehensive assessment will assess for opioid use disorders and alcohol use disorders and these beneficiaries will be referred to a psychiatrist/physician (MD), physician’s assistant (PA), or nurse practitioner (NP) for further evaluation. Medically necessary services are provided in accordance with an individualized client treatment plan determined by a licensed physician or LPHA working within their scope of practice. Additional MAT Services may include:

- 1. **Additional MAT – Ordering.** The licensed physician or licensed prescriber will utilize the ASAM criteria and the *Readiness for Medication Assisted Treatment (MAT) Survey* to determine beneficiary eligibility and readiness for MAT services as a component of Ordering MAT. This Survey is available online at the Department’s website on the Quality Care Management, Policies and Procedures landing page: <https://www.countyofsb.org/behavioral-wellness/policies>. The *Readiness for Medication Assisted Treatment (MAT) Survey* is an Attachment to *Department Policy #7.022, Drug Medi-Cal Organized Delivery System (DMC-ODS) Medication-assisted Treatment (MAT) for Contracted Providers*. Prior to commencing MAT services, prescribing staff will do the following:

- i. Conduct a comprehensive history of the client;
- ii. Conduct a physical examination of the client;
- iii. For medical decision making of high complexity, utilize physician consultation if indicated and applicable;
- iv. Obtain voluntary, written informed consent to treatment from the client;
- v. Obtain a Treatment Consent form and Medication Consent form outlining the responsibilities and expectations of the treatment team and the client;
- vi. Ensure counseling and/or coordination of care with other physicians, other qualified health care professionals, or agencies are provided consistent with the nature of the client's problems and the client's and/or family's needs; and
- vii. Pursue coordination of care to the extent allowed by the Welfare and Institutions Code (WIC), the Health Insurance Portability and Accountability Act (HIPAA), and the Code of Federal Regulations (C.F.R.) Title 42, Part 2 by making reasonable efforts to obtain client releases of information (ROI) for any health care or health service providers also serving client.

2. Additional MAT – Prescribing. Indicated medications for MAT services must be FDA-approved for SUD and must be prescribed by a licensed physician or licensed prescriber. Indicated medications may include, but are not limited to, the following:

- i. Buprenorphine – for opioid use disorder;
- ii. Acamprosate – for alcohol use disorder;
- iii. Naltrexone tablets – for alcohol use disorder; and
- iv. Disulfiram (Antabuse) – for alcohol and/or opioid use disorder.

3. Additional MAT – Monitoring. The type and length of MAT services will be individualized per the client's needs and reevaluated by the licensed physician or licensed prescriber on an ongoing basis; monitoring may include physician consultation and assessment of the side effects or results of the medication conducted by staff lawfully authorized to provide such services within their scope of practice or license. If the client refuses treatment services for a specified period of time, continuation of MAT medications will be reevaluated by the physician or licensed prescriber.

B. Drug Testing. Contractor shall provide random drug testing at laboratories in accordance with Clinical Laboratory Improvement Amendments of 1988 (CLIA) and Section 353 of the Public Health Act (42 U.S.C. § 263(a) et seq.), as indicated for clients receiving Additional Medication Assisted Treatment (MAT).

EXHIBIT A-4
STATEMENT OF WORK: ADP
RESIDENTIAL TREATMENT SERVICES

1. PROGRAM SUMMARY.

The Contractor shall provide residential alcohol and other drug (AOD) treatment (hereafter, “the Program”) to assist adult (age 18 and older) clients with a substance use disorder diagnosis to obtain and maintain sobriety. Treatment services will include best practice individual and group counseling, and drug testing. The Program shall be licensed by the Department of Health Care Services (DHCS) for residential treatment and Drug Medi-Cal (DMC) certified to provide Residential Treatment Services with an ASAM designation of Level 3.1, and Withdrawal Management 3.2. The Program will be located at:

- A. 1020 Placido Avenue, Santa Barbara, California – **Non-perinatal adults**

2. PROGRAM GOALS.

- A. Introduce participants to an ongoing process of recovery designed to reduce the harmful effects of AOD and achieve abstinence from AOD wherever possible;
- B. Promote self-sufficiency and empower clients with substance use disorders (SUD) to achieve their full potential;
- C. Provide a positive and client centered residential treatment experience as evidenced by positive scores and comments on the Treatment Perception Survey;
- D. Successfully transition clients from residential treatment to other ASAM levels of care whenever medically necessary and indicated;
- E. Provide integrated care and linkages to other service areas such as mental health and primary care where indicated;
- F. Reduce recidivism and increase community safety;
- G. For Withdrawal Management services:
1. The purpose of Withdrawal Management is to provide a safe withdrawal from the drug(s) of dependence and mitigate acute withdrawal symptoms;
 2. Withdrawal Management services support a smooth transition for individuals from detoxification to community support services with the development and documentation of a referral plan appropriate for each individual.

3. SERVICES.

Contractor shall provide:

A. Withdrawal Management Services - ASAM Level 3.2.

Withdrawal Management services shall be provided at the residential facility and the client shall be monitored during the detoxification process, including 24-hour support. Medically necessary habilitative and rehabilitative services shall be provided in accordance with an individualized treatment plan prescribed by a physician. Contractor shall ensure that ASAM Level 3.2 services are provided including intake, observation,

medication services, and discharge services. Services shall be provided in compliance with *Department Policy #7.007 Drug Med-Cal Organized Delivery System (DMC-ODS) Residential Treatment Services*.

1. **Withdrawal Management Services** - Withdrawal Management services shall only be provided in Residential Treatment Service facilities to clients with a substance use disorder diagnosis as determined by a Medical Director or Licensed Practitioner of the Healing Arts (LPHA) when medically necessary and in accordance with the individual treatment plan. The length of Withdrawal Management services shall be individualized, but in most cases lasts between four (4) to seven (7) days. Withdrawal Management Services may include:

- i. **Intake:** The process of determining that a client meets the Medical Necessity criteria and admitting the client into a substance use disorder treatment program. Intake shall include: completion of all intake paperwork; the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may also include a physical examination and laboratory testing necessary for substance use disorder treatment.
- ii. **Observation:** The process of monitoring the client's course of withdrawal. Observation shall be conducted as frequently as deemed appropriate for the client and for ASAM Level 3.2. This may include but is not limited to observation of the client's health status.
- iii. **Medication Services:** The prescription or administration related to substance use disorder treatment services, or the assessment of the side effects or results of that medication, conducted by staff lawfully authorized to provide such services within their scope of practice or license. Medication services shall only be provided on site in compliance with Department of Health Care Services (DHCS) licensing requirements for Incidental Medical Services (IMS).
- iv. **Discharge Services:** The process to prepare the client for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.

B. Residential Treatment Services - ASAM Level 3.1.

Residential Treatment services shall consist of non-medical, short-term services provided 24/7 in a residential program that provides rehabilitation services to clients with a substance use disorder diagnosis, when determined by a Medical Director or LPHA as medically necessary and in accordance with the individual client treatment plan. Contractor shall ensure that ASAM Level 3.1 services are provided including: assessment, treatment planning, individual and group counseling, family therapy, patient education, safeguarding medications, collateral services, crisis intervention services, and discharge planning and transportation services. Services must be provided in compliance with Policy #7.007 Drug Med-Cal Organized Delivery System (DMC-ODS) Residential Treatment Services.

C. Requirements Applicable to All Residential Services (ASAM Level 3.1).

1. **Minimum Requirements.** Residential services must include a minimum of fourteen (14) hours of treatment services per week; services may include group, individual counseling sessions, and family counseling. Contractor shall ensure that lengths of stay do not exceed 90 days with the average length of stay being 45 days. Residential services shall focus on interpersonal and independent living skills and access to community support systems. Contractor shall work with clients collaboratively to define barriers, set priorities, establish individualized goals, create treatment plans and solve problems. Services shall be provided daily on the premises as scheduled.
2. **Residential Services.** Residential Services may include:
 - i. **Intake and Assessment:** The process of determining that a client meets the Medical Necessity criteria and admitting the client into a SUD treatment program. Intake must include: completion of all intake paperwork; evaluation or analysis of substance use disorders; diagnosis of substance use disorders; and assessment of treatment needs to provide medically necessary services. Intake may also include a physical examination and laboratory testing necessary for SUD and treatment planning.
 - ii. **Group Counseling:** Group counseling services means face-to-face contacts with one or more therapists or counselors who treat two (2) or more clients at the same time with a maximum of twelve (12) in the group, focusing on the needs of the individuals served.
 - iii. **Individual Counseling:** Contacts between a client and a LPHA or counselor which will focus on psychosocial issues related to substance use and goals outlined in the client's individualized treatment plan. Contacts with a client shall be in compliance with all relevant county, state, and federal requirements that are now in force or that may hereafter be in force including, but not limited to, DHCS Behavioral Health Information Notice No: 20-009.
 - iv. **Patient Education:** Provide research-based education on addiction, treatment, recovery, and associated health risks.
 - v. **Family Therapy or Family Counseling/Education:** Includes a beneficiary's family members and loved ones in the treatment process, and education about factors that are important to the beneficiary's recovery as well as their own recovery can be conveyed. Family therapy may only be provided by an LPHA while Family Counseling / Education may be provided by an AOD Counselor.
 - vi. **Safeguarding Medications:** Facilities will store all resident medication and facility staff members may assist with resident's self-administration of medication.

- vii. **Collateral Services:** Sessions with therapists or counselors and significant persons in the life of the client, focused on the treatment needs of the client in terms of supporting the achievement of the client's treatment goals. "Significant persons" are individuals that have a personal, not official or professional, relationship with the client.
- viii. **Crisis Intervention Services:** Contact between a therapist or counselor and a client in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the client an imminent threat of relapse. Crisis Intervention Services shall be limited to the stabilization of the client's emergency situation.
- ix. **Treatment Planning:** The Contractor shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed upon intake and then updated every subsequent 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan. The treatment plan will be consistent with the qualifying diagnosis and will be signed by the client and the Medical Director or LPHA.
- x. **Transportation Services:** Provision of or arrangement for transportation to and from medically necessary treatment.
- xi. **Discharge Services:** The process to prepare the client for referral into another level of care, post-treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.

D. Case Management Services.

Case Management Services are medically necessary services provided by a LPHA or registered/certified AOD counselor to assist clients in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. These services focus on coordination of SUD care, integration around primary care (especially for clients with a chronic SUD), and interaction with the criminal justice system, if needed. All Case Management services should be provided in the context of an individualized client treatment plan that includes specific Case Management goals and identifies Case Management services. Contractor shall provide Case Management to clients who meet medical necessity as outlined in the *Department Policy #7.008 Drug Medi-Cal Organized Delivery System (DMC-ODS) Case Management*. Case Management may include:

1. **Transition to A Higher or Lower Level of SUD Care.** Transfers to the next service provider will be completed through "warm hand-offs".
2. **Communication, Coordination, Referral and Related Activities.** These activities help link the client with medical, social, or educational providers, or other programs and services that are capable of providing needed services to address identified needs and achieve goals specified in the client treatment plan.

3. **Monitoring Service Delivery to Ensure Client Access to Service and the Service Delivery System.** Monitoring and associated follow-up activities are necessary to adequately address the client's needs, and may be done with the client, family members, service providers, or other entities or individuals and may be conducted as frequently as necessary.
4. **Monitoring the Client's Progress.** This includes making any necessary modifications to the client's treatment plan and updating service arrangements with providers. Monitoring does not include evaluation or "check-ins" with a client when all client treatment plan goals have been met.
5. **Patient Advocacy, Linkages to Physical and Mental Health Care, Transportation and Retention in Primary Care Services.** All services, including transportation for the purposes of continuous engagement, support and linkage to treatment services, must link back to the stated goals and interventions in the client's treatment plan.

E. Recovery Services.

Recovery Services are medically necessary services to assist clients in the recovery and wellness process following a completed course of treatment. Recovery Services are designed to emphasize the client's central role in managing their health, promote the use of effective self-management support strategies, and provide internal and community resources to support ongoing self-management. All Recovery Services should be provided in the context of an individualized client treatment plan that includes specific goals and identifies Substance Use Disorder Assistance services including peer-to-peer services and relapse prevention as needed. Contractor shall provide Recovery Services to clients who have completed their course of treatment and meet medical necessity as outlined in the *Department Policy #7.010 Drug Medi-Cal Organized Delivery System (DMC-ODS) Recovery Services*. Recovery Services may include:

1. **Outpatient Counseling Services in the Form of Individual or Group Counseling.** Outpatient counseling services are intended to stabilize the client and then reassess if the client needs further care.
2. **Recovery Monitoring.** Recovery monitoring includes recovery coaching and monitoring via telephone, telehealth, and the internet.
3. **Substance Use Disorder Assistance.** This includes peer-to-peer services and relapse prevention provided by SUD Peer Support Staff. The amount, duration, and scope of peer-to-peer services must be specified in the client's treatment plan. Services must be provided by qualified peer support staff who assists clients with recovery from their SUDs in accordance with the Peer Support Training Plan.
4. **Support for Education and Job Skills.** This includes linkages to life skills, employment services, job training, and education services.
5. **Family Support.** This includes linkages to childcare, parent education, child development support service, family/marriage education.
6. **Support Groups.** This includes linkages to self-help and faith-based support groups.

7. **Ancillary Services.** This includes linkages to housing assistance, transportation, case management, and individual services coordination.

F. **Drug Testing.** Contractor shall provide random drug testing at laboratories in accordance with Clinical Laboratory Improvement Amendments of 1988 (CLIA) and Section 353 of the Public Health Act (42 U.S.C. § 263(a) et seq.) as indicated for clients enrolled in Residential Treatment services.

G. **For Clients Needing Medication Assisted Treatment (MAT).**

1. **Contractor Will Accept Clients On Medication Assisted Treatment.** Contractor shall not deny services to any client who meets medical necessity and who is authorized for Residential Treatment Services while also receiving Medication Assisted Treatment.
2. **Assessments.** Contractor will assess all clients for opioid use disorders and alcohol use disorders that may benefit from Medication Assisted Treatment and these clients will be referred to a psychiatrist/physician (MD), physician's assistant (PA) or nurse practitioner (NP) for further evaluation. Clients deemed eligible and willing to participate in MAT will be linked with an Opioid Treatment Program/Narcotic Treatment Program (OTP/NTP) or considered for MAT treatment within a contracted SUD provider.
3. **Coordination of Care.** Contractor will pursue coordination of care for clients on Medication Assisted Treatment to the extent allowed by the Welfare and Institutions Code (WIC), the Health Insurance Portability and Accountability Act (HIPAA), and the Code of Federal Regulations (C.F.R.) Title 42, Part 2 by making reasonable efforts to obtain client releases of information (ROI) for any health care or health service providers also serving the client.

H. **Physician Consultation.**

Contractor may bill and be reimbursed for their Medical Director and/or licensed physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists for complex cases to address medication selection, dosing, side effect management, adherence, drug-to-drug interactions or level of care considerations.

I. **Incidental Medical Services.**

Contractor may provide Incidental Medical Services (IMS) in compliance with DHCS licensing requirements for IMS. IMS are services provided at a licensed residential facility by a health care practitioner that address medical issues associated with either detoxification or the provision of alcoholism or drug abuse recovery or treatment services to assist in the enhancement of treatment services. IMS does not include the provision of general primary medical care and can only be done pursuant to IMS licensing approval.

J. Transitions to Other Levels of Care (LOC).

Contractor shall ensure all clients are reassessed using the ASAM LOC Screening, at a minimum of every 30 days, unless medical necessity warrants more frequent reassessments, to ensure clients are receiving treatment in the appropriate LOC. Contractor shall ensure that clients length of stay not exceed 90 days. Contractor shall ensure that clients are transitioned to the appropriate LOC prior to expiration of Residential Services authorization or no later than 10 business days from the time of the assessment/reassessment or screening, with no interruption in treatment services.

K. Additional Contractor-Specific Services. Contractor shall provide the additional services indicated below:

1. Contractor shall provide SUD peer support staff in all treatment levels of care. SUD peer support staff must complete required training and receive county designation as peer support staff according to the DHCS-approved County SUD Peer Support Training Plan. Peer support staff shall obtain and implement a basic set of competencies in order to support client recovery and provide peer support services as outlined in the *Department Peer Support Training Plan and Policy #7.010 Drug Medi-Cal Organized Deliver System (DMC-ODS) Recovery Services*.
2. Contractor shall provide transitional Residence Recovery services on a short term basis (no more than 30 days), with prior ADP staff approval, only to clients enrolled in the Recovery Residences program prior to February 1, 2019, who do not meet medical necessity.

4. CLIENTS.

- A. Contractor shall provide services as described in Section 3 (Services) Residential Treatment Services ASAM Level 3.1 or Withdrawal Management Services ASAM Level 3.2, to adult non-perinatal clients referred by sources described in Section 5 (Referrals), up to the funding levels projected in Exhibit B-1 ADP for this Program.
- B. Contractor shall admit clients with co-occurring disorders where appropriate.

5. REFERRALS.

- A. **ACCESS Line Referrals.** Contractor shall receive referrals from the Department of Behavioral Wellness ACCESS Line after the initial screening tool for the American Society of Addiction Medicine (ASAM) placement criteria is completed by the County and an initial level of care is determined authorizing Residential Treatment Services or Withdrawal Management Services.
- B. **Walk-In Clients.** When a client walks into or calls a Contractor directly, the client shall be referred to call by telephone the ACCESS Line (1-888-868-1649) to receive a complete County approved ASAM screening and authorization for Residential Treatment Services.
- C. **Submit Authorization Request to QCM.** Alternatively, Contractor may submit a request for initial authorization for Residential Treatment Services or Withdrawal Management Services to the Department's Quality Care Management (QCM) division. Authorization requests are to be submitted by residential providers to QCM or other assigned staff using the SUD Residential Authorization Request as specified in

Department Policy #7.007 Drug Medi-Cal Organized Delivery System (DMC-ODS) Residential Treatment Services. All requests must be submitted following documentation in the client's record of the following:

1. Evidence of eligibility determination (i.e. a copy of the client's Medi-Cal eligibility response, evidence of County residence);
 2. Completed intake documentation including the Treatment Consent, Intake Form and the Health History Questionnaire; and
 3. Completed ODS Comprehensive Assessment including ASAM placement criteria, the indicated level of care, and information gathered for the basis for diagnosis of a substance-related and addictive disorder found in the DSM-5.
- D. QCM Notice Within 24 Hours.** Contractor will be notified via electronic-fax within 24 hours of receipt of a request regarding authorization for Residential Treatment Services or Withdrawal Management Services. This notification will include the rationale of the decision, types of services authorized, and the number of days authorized. QCM reserves the right to modify the types of services and number of days authorized based on established Medical Necessity and ASAM criteria.
- E. Verifying Non-Continuous Stays.** Prior to authorization of services, Contractor and QCM will ensure that clients have not exceeded two (2) non-continuous stay authorizations in a one-year period for Residential Treatment Services; clients are limited to two (2) non-continuous stays in a one-year period (365 days) per County managed care plan
- F. Notice of Adverse Benefit Determination.** QCM shall issue a written Notice of Adverse Benefit Determinations (NOABD) to the provider and the client when a decision is made to deny an authorization request or to authorize a service in an amount, duration, or scope that is less than requested by the Contractor.
- G. SATC Referrals.** For Substance Abuse Treatment Court (SATC) Referrals:
1. Contractor shall provide SATC Treatment Services within Residential Treatment to Court-referred adults upon receipt of authorization for Residential Treatment Services from QCM.
 2. Contractor shall determine whether substance use disorder services are determined to be medically necessary consistent with Title 22 C.C.R. Sections 51303 and 51341.1, per SATC guidelines.
 3. Contractor shall participate in a quarterly graduate activity in collaboration with the Court and other treatment contractors when available.
 4. Contractor shall provide progress reports for court staffing; Contractor shall attend court staffing in person when available.
 5. Contractor shall abide by the Therapeutic Justice Policy Council Treatment Court Guidelines and Procedures as set forth by the Policy Council.
 6. Contractor shall attend SATC Core Team and Policy Council meetings and work with County to develop recommendations, guidelines, and procedures for (adult) treatment services.

6. **ADMISSION PROCESS.**

- A. Place Client Within 24 Hours After Authorization.** Contractor shall place client in the facility immediately (whenever possible) but no later than 10 days following the initial ASAM Placement screening and referral via the Access Line for Residential Treatment Services or Withdrawal Management Services.
- B. Comprehensive ASAM Assessment.** No later than 24 hours after intake, Contractor shall complete a Comprehensive ASAM Assessment. The Medical Director, licensed physician, or LPHA shall evaluate the assessment and intake information through a face-to-face or telehealth meeting with the client, or the counselor who conducted the assessment, in order to determine medical necessity in compliance with the DMC-ODS Special Terms and Conditions (STCs) 132 (e) and Title 22 C.C.R. Sections 51303 and 51341.1.
- C. Notice of Adverse Benefit Determination.** If Contractor determines that the medical necessity criteria has not been met, then a written Notice of Adverse Benefit Determination (NOABD) shall be issued in accordance with 42 C.F.R. Section 438.404 in compliance with *Department Policy #4.010 Notice of Adverse Benefit Determination*.
- D. Admit Clients Meeting Medical Necessity.** Contractor shall admit clients referred by the Department, who meet medical necessity, unless the client meets one or more conditions specified in Section 7 (Exclusion Criteria), or if space is not available in the Program.
- E. Admission Documentation.**

At Contractor's intake meeting with client, Contractor shall complete admission documentation with the following information:

1. Informed Consent to Treatment form, signed by client;
2. Release of Information form, signed by client;
3. Intake form including financial assessment and contract for fees, signed by client.
4. Medication Consent form, signed by client.
5. Health Questionnaire, signed by client.
6. Personal/demographic information of client, as described in State of California Alcohol and/or Other Drug Program Certification Standards, including:
 - i. Social, economic and family background;
 - ii. Education;
 - iii. Vocational achievements;
 - iv. Criminal history;
 - v. Legal status;
 - vi. Medical history;

- vii. Psychiatric/psychological history;
- viii. Drug history;
- ix. Previous treatment; and
- x. Emergency contact information for client.

F. Notify Access Line/QCM If Client Not Accepted Into Program.

Contractor shall notify ACCESS Line/QCM staff if client is not accepted into the Program, based on Section 7 (Exclusion Criteria), immediately but no later than 24 hours of completing the intake or assessment.

G. Notify Access Line/QCM If Client Needs Another Level of Care.

Contractor shall notify ACCESS Line/QCM staff if the assessment indicates that the client should be in another level of care, immediately but no later than 24 hours of completing the comprehensive assessment.

H. Notify Access Line/QCM If Space Not Available in Program.

Should space not be available in the Program, Contractor shall notify ACCESS Line/QCM staff, immediately but no later than 24 hours of receiving the authorization.

7. EXCLUSION CRITERIA.

On a case-by-case basis, clients may be excluded from receiving services. Clients must be informed of exclusion from the program in compliance with Policy #4.010 Notice of Adverse Benefit Determination. The following may be cause for client exclusion from the program:

- A. Client threat of or actual violence toward staff or other clients;
- B. Rude or disruptive behavior that cannot be redirected; or
- C. Client does not meet medical necessity criteria, consistent with Title 22 C.C.R. Sections 51303 and 51341.1.

8. DOCUMENTATION REQUIREMENTS.

- A. **Data Entry Into County's MIS System.** Contractor shall enter all CalOMS treatment data and all other client data required by County into the County's MIS system no later than seven (7) days after client entry into Program. Contractor shall complete an update of the CalOMS treatment data when the client is discharged from the treatment service.
- B. **Comprehensive ASAM Assessment.** No later than 24 hours after intake, Contractor shall complete a Comprehensive ASAM Assessment. The Comprehensive ASAM Assessment shall be utilized for determination of medical necessity, determination of level of care, treatment planning and discharge planning. For SATC clients, Contractor shall report the results of the Comprehensive ASAM Assessment and recommendations to the court.
- C. **Treatment Plan.** No later than 48 hours after client admission into Withdrawal Management and no later than ten (10) days after client admission into Residential Services, Contractor shall complete a Treatment Plan. Contractor shall prepare an individualized written treatment plan, based upon information obtained in the intake

and assessment process. The treatment plan shall be completed upon intake and updated every ninety (90) days or more frequently as determined medically necessary. The treatment plan shall be consistent with the qualifying diagnosis and shall be signed by the client, the counselor or LPHA, and the Medical Director. The treatment plan and updates shall include:

1. A statement of problems identified through the ASAM, other assessment tool(s) or intake documentation;
2. Goals to be reached which address each problem;
3. Action steps that will be taken by the Contractor and/or client to accomplish identified goals;
4. Target dates for accomplishment of actions steps and goals;
5. A description of services, including the type of counseling, to be provided and the frequency thereof;
6. Assignment of a primary counselor;
7. The client's DSM-5 diagnosis language as documented by the Medical Director or LPHA;
8. If a client has not had a physical examination within the 12-months prior to the client's admission to treatment date, a goal that the client have a physical examination;
9. If documentation of a client's physical examination, which was performed during the prior twelve (12) months, indicates a client has a significant medical illness, a goal that the client obtains appropriate treatment for the illness; and
10. Individualization based on engaging the client in the treatment planning process.
11. Treatment planning must conform to DMC Regulations as defined in Title 22, CCR Section 51341.1(h) (2).

D. Regular Reassessments of Medical Necessity. Contractor shall ensure that all clients shall be regularly reassessed to ensure Medical Necessity. Assessment is an ongoing process and all documentation shall reflect that the client meets Medical Necessity at any point in treatment. Reassessment is particularly important any time there is a significant change in the client's status or diagnosis. Reassessment may be requested by the QCM division, the Medical Director, assigned LPHA, and/or the client.

E. Reauthorization for Ongoing Residential Treatment Services. Reauthorization by the Department for ongoing Residential Treatment Services is required and shall be completed, if indicated, for clients receiving Withdrawal Management Services in order to be considered for Residential Treatment Services following completion of Withdrawal Management.

F. Reassess Residential Treatment Medical Necessity Every 30 Days. Contractor must also reassess the client to demonstrate that Medical Necessity is still present at a minimum of every 30 days, regardless of number of days authorized for Residential Treatment Services in alignment with *Department Policy #7.007 Drug Medi-Cal Organized Delivery System (DMC-ODS) Residential Treatment Services*.

1. For each reauthorization request, the Contractor must submit all documentation as stated previously in Section 5.C (Submit Authorization Request to QCM). As indicated, QCM will consult with the Contractor on continued eligibility, ongoing presence of Medical Necessity, and discharge planning and transition to a lower level of care (if appropriate).
2. Lengths of stay must not exceed 90 days; clients are allowed two (2) non-continuous 90-day placements in a one-year period (365 days).
3. If medically necessary, providers may apply for a one-time extension of up to 30 days- beyond the maximum length of stay of 90 days- for one (1) continuous length of stay in a one-year period (365 days).
4. Perinatal clients may receive lengths of stay up to the length of the pregnancy and postpartum period (60 days after the pregnancy ends), if determined to be medically necessary.

G. Submit Reassessment to QCM. Contractor must submit the signed reassessment to QCM five (5) calendar days prior to the end of the previously authorized timeframe. QCM or other assigned staff will notify providers of a decision via email within 72 hours (including weekends and holidays) of receipt of a request for reauthorization.

H. Additional Documentation Requirements. Contractor shall comply with all additional documentation requirements pursuant to Title 22 C.C.R. Sections 51303 and 51341.1 and DMC-ODC Standard Terms and Conditions (STCs).

9. **DISCHARGES.**

A. Discharge Planning Required. Contractor shall provide discharge planning for clients prior to discharge or referral into another level of care. Discharge planning ensures continuum of care, post-treatment return, reentry into the community, and/or other linkages necessary for treatment success.

B. Discharge Plan Defined. A discharge plan is a planned discharge that takes place while the client is still in treatment and must be completed within thirty (30) days prior to the final face-to-face service in compliance with the State of California Alcohol and/or Other Drug Program Certification Standards and in accordance with Title 22 C.C.R. Section 51341.1 (i)(h)(iii)(c)(B)(6). The Discharge Plan shall include:

1. Recommendations for post-discharge;
2. A description of each of the client's relapse triggers;
3. A plan to assist the client to avoid relapse when confronted with each trigger;
4. A support plan; and
5. Linkages to other services, where appropriate.

C. Provide Client With Discharge Plan. Contractor shall provide the Discharge Plan to the client during the last face-to-face treatment. The counselor or LPHA and the client shall sign and date the Discharge Plan. Contractor shall give client one copy of the Discharge Plan and the original shall be documented in the client's file.

- D. Discharge Summary.** A Discharge Summary is to be completed for all clients, at the end of their treatment episode, regardless of level of care or successful/unsuccessful completion.
- E. Contents of Discharge Summary.** The Discharge Summary must include:
1. The duration of the client's treatment, as determined by dates of admission to and discharge from treatment;
 2. The reason for discharge;
 3. A narrative summary of the treatment episode; and
 4. The client's prognosis.
- F. Document Discharge Information in Department MIS.** Contractor shall document discharge information in CalOMS via the Department MIS system no later than thirty (30) days following discharge.
- G. Discharge Client if Client is Absent Without Leave for a 24 Hour Period.** Any client that is absent without leave for a 24 hour period shall be discharged, as of the date of last services. The date of discharge shall be the last face to face contact.
- H. Involuntary Discharge Requirements.** Discharge of a client from treatment may occur on a voluntary or involuntary basis. An involuntary discharge is subject to the requirements set forth in *Department Policy #4.010 Notice of Adverse Benefit Determination*.

EXHIBIT A-5
STATEMENT OF WORK: ADP
FRIDAY NIGHT LIVE AND CLUB LIVE

1. **PROGRAM SUMMARY.** The Friday Night Live and Club Live program (hereafter “the Program”) is an alcohol and other drug (AOD) prevention program that utilizes a youth leadership model designed for junior and senior high school youth in Santa Barbara County. The Program will maintain two prevention components: 1) the school-based Club Live (CL) and Friday Night Live (FNL) chapters, which are designed to build leadership skills, promote positive peer influence, provide opportunities for community service, and prevent alcohol and other drug use among teens and 2) a Friday Night Live (FNL) Leadership Coalition.

In addition, the Program will implement an environmental approach to address underage youth access to alcohol, marijuana, and prescription drugs including changing social norms that tolerate underage drinking and marijuana use, advocating for policies that limit youth access, and promoting the enforcement of laws and policies that govern access, advertising and consumption of alcohol, marijuana, and prescription drugs.

2. **PROGRAM GOALS.**

Contractor shall be responsible for achieving County Strategic Prevention Plan (SPP) goals available at: <http://www.countyofsb.org/behavioral-wellness/Asset.c/3904>.

Each goal is linked to objectives identified in the SPP and to strategies identified in the Substance Abuse and Mental Health Services Administration (SAMHSA) Center for Substance Abuse Prevention (CSAP) Strategies, <http://www.samhsa.gov/prevention>. Contractor shall implement these CSAP strategies for the purpose of accomplishing prevention outcomes as identified in the SPP as follows:

- A. Decrease underage drinking.
- B. Decrease excessive drinking.
- C. Decrease marijuana use among youth.
- D. Decrease opioid misuse.

3. **DEFINITIONS.**

A. **Primary Prevention- Universal Prevention:** Primary Prevention programs are paid by Substance Abuse Prevention and Treatment (SAPT) prevention set-aside funding and must be used to implement universal prevention strategies. Universal prevention strategies address the entire population (national, local community, school, and neighborhood) with messages and programs aimed at preventing or delaying the use of alcohol, tobacco, and other drugs. For example, it would include the general population and subgroups such as pregnant women, children, adolescents, and the elderly. The mission of universal prevention is to prevent the problem. All members of the population share the same general risk for substance use, although the risk may vary greatly among individuals. Universal prevention programs are delivered to large groups without any prior screening for substance use risk. The entire population is assessed as at-risk for substance use and capable of benefiting from prevention programs.

- B. CSAP Strategy: SAMHSA CSAP has classified prevention into the following six strategies in accordance with the Code of Federal Regulations, Title 45, Section 96.125 and as defined by Federal Register, Volume 58, Number 60, March 31, 1993, and detailed in the Provider Reference Manual: *Information Dissemination; Education; Alternatives; Problem Identification and Referral; Community-Based Process; and Environmental*. The specific CSAP strategies and services Contractor shall implement are detailed in Section 4 (Services).

4. SERVICES.

Contractor shall provide the following activities, as part of the youth community services project, to implement SPP outcome-based objectives and Universal Prevention strategies, as described herein, and in accordance with Exhibit E ADP.

- A. Demonstrate FNL Core Components, FNL Youth Development Standards of Practice, and the use of FNL Operating Principles (CSAP strategy: *Alternatives*).
1. Contractor shall establish and maintain a minimum of twelve (12) school-based chapters with a minimum of six (6) chapters in North County and six (6) chapters in South County.
 2. Contractor shall train a minimum of twelve (12) adult advisors annually on the application of youth development practices and prevention strategies.
 3. Contractor shall host weekly chapter meetings at each of the sites designed to increase leadership opportunities, communication skills, participation in team building activities, and engagement in other meaningful activities.
 4. Contractor shall engage a minimum of one hundred twenty (120) youth in school-based chapters throughout the school year.
 5. Contractor shall implement youth/adult leadership activities through which role models work with youth to help prevent substance use by increasing internal and external assets.
 6. Contractor shall collaborate with chapters to conduct a minimum of two (2) school-based prevention campaigns per site, each school year, reaching at least 50% of the total school enrollment.
 7. Contractor shall establish and maintain a Youth Leadership Council with a minimum of ten (10) participants who meet year-round at least two (2) times a month.
 8. Contractor shall engage the Youth Leadership Council in the implementation of a year-long prevention project utilizing the *FNL Roadmap Chapter Project Guide*.
- B. Decrease underage drinking (CSAP Strategies: *Alternatives, Community Based Process, Environmental, and Information Dissemination*).
1. Develop youth leadership to engage youth in campaigns to educate peers, family, and the community about consequences of underage alcohol use and reasons for youth not to use.
 2. Contractor shall provide media advocacy training to youth for the development of culturally and linguistically relevant print and social media campaigns.

3. Contractor shall collaborate with school-based chapters to conduct a school-based prevention campaign regarding underage drinking at each school site, each school year, reaching at least 50% of the total school enrollment.
 4. Contractor shall engage youth leadership participants to work with youth, parents, families, neighborhoods, and law enforcement to reduce alcohol accessibility to young people in the community.
 5. Contractor shall implement alternative activities and social norms campaigns to help change attitudes, norms, and behaviors of youth related to underage drinking that supports youth abstinence.
- C. Decrease excessive drinking (CSAP Strategies: *Alternatives, Community Based Process, Environmental, and Information Dissemination*).**
1. Contractor shall develop youth leadership to promote environmental strategies including retailer education and retail outlet recognition in order to reduce excessive drinking.
 2. Contractor shall engage youth leadership participants to conduct the Retailer survey reaching a minimum of twenty-five (25) retailers annually.
 3. Contractor shall engage youth leadership participants in media advocacy to increase community concerns about excessive drinking and promote visibility of enforcement.
- D. Decrease marijuana use among youth (CSAP Strategies: *Alternatives, Community Based Process, Environmental, and Information Dissemination*).**
1. Contractor shall develop youth leadership to engage youth in campaigns to educate peers, families, and the community about consequences of marijuana use and reasons for youth not to use.
 2. Contractor shall provide media advocacy training to youth for the development of culturally and linguistically relevant print and social media campaigns.
 3. Contractor shall collaborate with school-based chapters to conduct a school-based prevention campaign regarding the consequences of marijuana use at each school site, each school year, reaching at least 50% of the total school enrollment.
 4. Contractor shall engage youth leadership participants to work with youth, parents, families, neighborhoods, and law enforcement to reduce alcohol accessibility to young people in the community.
 5. Contractor shall implement alternative activities and social norms campaigns to help change attitudes, norms, and behaviors of youth related to marijuana use that supports youth abstinence.
- E. Decrease opioid misuse (CSAP Strategies: *Alternatives, Community Based Process, Environmental, and Information Dissemination*).**
1. Contractor shall engage youth leadership participants in media advocacy to increase community awareness regarding safe disposal of prescription medications.

5. STAFFING.

- A.** Contractor must employ a minimum of one (1) staff person who functions as the *Friday Night Live County Coordinator* and who meets the following minimum requirements:
1. Mobilize participants and adult role models in order to meet program outcomes;
 2. Serve as the primary point of contact with assigned ADP staff;
 3. Serve as the primary point of contact with the California Friday Night Live Partnership (CFNLP) and meet all FNL program requirements; and
 4. Must have a minimum of two (2) years of experience working in the field of prevention.

6. ADDITIONAL PROGRAM REQUIREMENTS.

- A.** Contractor shall work closely with County staff to ensure a two-way flow of communication for effective program implementation and to receive technical assistance as needed.
- B.** Contractor shall partner and collaborate with other County funded Prevention Providers, including:
1. Collaboration with ADP Prevention Coalitions to develop collaborative prevention strategies and media advocacy;
 2. Attendance at quarterly Partners in Prevention meetings to evaluate progress toward program goals and outcomes; and
 3. Collaboration with the Tobacco Prevention Settlement Program in order to implement the Nutrition, Alcohol, and Tobacco Partnership Healthy Stores, Healthy Communities county-wide campaign.
- C.** Contractor shall work with the California Friday Night Live Partnership (CFNLP) in order to meet all FNL certification standards including:
1. Compliance with all “Member in Good Standing (MIGS)” requirements;
 2. Attendance at annual FNL Training Institute; and
 3. Participation in monthly FNL Regional Learning Community phone calls and meetings.
- D.** Contractor shall collaborate with County staff in order to collect and maintain all data entry requirements as follows:
1. Collection and submission of a minimum of one hundred fifty (150) Media Campaign Recall and Recognition Surveys annually;
 2. Collection and submission of a minimum of thirty (30) Retailer Surveys annually;
 3. Monthly data entry of all program services into the *Primary Prevention Substance Use Disorder Data Service* (PPSDS) system, previously Cal-OMS;
 4. Completion of Contract Review Reporting Template on a quarterly basis; and
 5. Additional reporting and data collection as needed.

- E. Contractor shall prepare for and participate in annual County monitoring site visits, and shall provide current information to County on all program activities, including:
1. Contractor shall provide County with thirty (30) days' advance written notice of training sessions and public or community events that the Contractor plans to sponsor;
 2. Contractor shall submit to County all media campaigns and outreach materials for approval prior to distribution;
 3. Contractor shall submit to County all evaluation, pre- and post-test and survey results summaries;
 4. Contractor shall prepare documentation and materials to review in advance of County formal site visits; and
 5. Contractor shall complete any Corrective Action Plans (CAP) generated by the County as a result of formal site visits. CAPs are due within thirty (30) days of receipt.

**EXHIBIT A-6- MHS
GENERAL PROVISIONS**

The following provisions shall apply to all programs operated under this Agreement, included as Exhibit A-7, as though separately set forth in the scope of work specific to each Program.

1. PERFORMANCE.

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

- B. 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.

2. STAFF.

- A. Contractor staff providing direct services to clients shall be trained and skilled at working with persons with serious mental illness (SMI), and shall adhere to professionally recognized evidence-based best practices for rehabilitation assessment, service planning, and service delivery. In addition, these staff shall receive Documentation Training in accordance with the *Behavioral Wellness' Mandatory Trainings Policy and Procedure #5.008*, as may be amended, available at www.countyofsb.org/behavioral-wellness.
- B. Contractor shall ensure that any staff identified on the Centers for Medicare & Medicaid Services ("CMS") Exclusions List or other applicable list shall not provide services under this Agreement nor shall the cost of such staff be claimed to Medi-Cal. Contractor shall not employ or subcontract with providers excluded from participation in Federal health care programs under either sections 1128 or 1128A of the Social Security Act.
- C. All staff performing services under this Agreement with access to the Behavioral Wellness' electronic medical record shall be reviewed and approved by Behavioral Wellness Quality Care Management (QCM) Division, in accordance with *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*.
- D. Contractor shall notify County of any staffing changes as part of the quarterly Staffing Report, in accordance with Section 4.A. (Staffing) below. Contractor shall notify County in writing at bwellcontractsstaff@co.santa-barbara.ca.us within one business day for the unexpected termination of staff when staff separates from employment or is terminated from working under this Agreement, or within one week of the expected last day of employment or for staff planning a formal leave of absence.
- E. 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.
- F. County may request that Contractor's staff be immediately removed from performing work under this Agreement for good cause during the term of the Agreement. Upon such request, Contractor shall remove such staff immediately.
- G. County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County, or whose conduct is incompatible with County facility access.

H. Disqualification, if any, of Contractor staff, pursuant to this Section regarding Staff or any other provision of law, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

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

A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certifications (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to Behavioral Wellness QCM Division, upon request.

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

C. 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*.

4. REPORTS.

A. **Staffing.** Contractor shall submit quarterly staffing reports to County. These staffing reports shall be on a form acceptable to, or provided by, County and shall report actual staff hours worked by position and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, hire date, and, if applicable, termination date. The staffing reports shall be received by County no later than 25 calendar days following the end of the quarter being reported.

B. **Programmatic.** Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than 25 calendar days following the end of the quarter being reported. Programmatic reports shall include the following:

1. Contractor shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps will be taken to achieve satisfactory progress;
2. Contractor shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and Certifications, changes in population served and reasons for any such changes;
3. The number of active cases and number of clients admitted/ discharged; and

4. The Measures described in Exhibit E, Program Goals, Outcomes and Measures, as applicable, or as otherwise agreed by Contractor and County. Amendments to Exhibit E do not require a formal amendment to this Agreement, but shall be agreed to in writing by Contractor and the Director of the Department of Behavioral Wellness or designee. In addition, Contractor may include any other data that demonstrate the effectiveness of Contractor's programs.

C. Annual Mandatory Training Report. Contractor shall submit evidence of completion of the Mandatory Trainings identified in the Section regarding Training Requirements on an annual basis to the County Systems Training Coordinator. Training materials, competency tests and sign-in sheets shall be submitted for each training no later than June 15th of each year unless requested earlier by County.

D. Additional Reports.

1. Contractor shall maintain records and make statistical reports as required by County and DHCS or other government agency, on forms provided by or acceptable to the requesting agency. In addition to reports required under this Agreement, upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.
2. 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 25 calendar days following the end of the month being reported.

5. BACKGROUND CHECKS.

A. Consent to Criminal Background Check, Fingerprinting (42 C.F.R. 455.106, 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.

B. Mandatory Termination. As determined by DHCS, Contractor may be subject to mandatory termination from the Medi-Cal program for any of the following reasons:

1. Failure to cooperate with and provide accurate, timely information in response to all required Medi-Cal screening methods, including failure to submit fingerprints as required (42 C.F.R. 455.416); or
2. Conviction of a criminal offense related to a person's involvement with Medi-care, Medi-Cal, or any other Title XX or XXI program in the last 10 years (42 C.F.R. 455.416, 42 C.F.R. 455.106).

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

7. SITE STANDARDS.

- A. Contractor agrees to comply with all Medi-Cal requirements, including, but not limited to those specified in the *Department of Behavioral Wellness' Policies and Procedures referenced in Section 17 (Additional Program Requirements)*, and be approved to provide Medi-Cal services based on Medi-Cal site certification, per *Department of Behavioral Wellness' Policy and Procedure #4.005- Site Certification for Specialty Mental Health Services*.
- B. For programs located at Contractor's sites, Contractor shall develop and maintain a written disaster plan for the Program site and shall provide annual disaster training to staff that addresses, at a minimum: emergency staffing levels for the continuation of services under the Program, patient safety, facility safety, safety of medication storage and dispensing medication, and protection of client records, as required by this Agreement.

8. CONFIDENTIALITY.

- A. Contractor, its employees, agents, or subcontractors agree to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; Title 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Section 14100.2; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Paragraph 34 (Compliance with HIPAA) of this Agreement, as applicable. Patient records must comply with all appropriate State and Federal requirements.
- B. Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of services under this Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
- C. Contractor shall comply with Exhibit F to the MHP to the extent Contractor is provided Personal Health Information ("PHI"), Personal Information ("PI"), or Personally Identifiable Information as defined in Exhibit F of the MHP from County to perform functions, services, or activities specified in this Agreement.
- D. Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to County or DHCS at no cost to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, DHCS, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- E. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all PHI, PI and PII accessed in a database maintained by County, received by Contractor from County, or acquired or created by Contractor in connection with performing functions, services, or activities specified in this Agreement on behalf of County that Contractor still maintains in any form, and shall retain no copies of such

PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify County of the conditions that make the return or destruction infeasible, and County and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of Exhibit F of the MHP to such PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This paragraph shall also apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

9. CLIENT AND FAMILY MEMBER EMPOWERMENT.

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

10. CULTURAL COMPETENCE.

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

- C. **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) – 30%; Santa Maria service area (including Orcutt and Guadalupe) – 48%; and Lompoc service area (including Buellton and Solvang) – 33%.
- D. **Cultural Considerations When Providing Services.** Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must also be printed in Spanish (threshold language).
- E. **Services and Programs in Spanish.** Services and programs offered in English must also be made available in Spanish, if clients identify Spanish as their preferred language, as specified in subsection B above.
- F. As applicable, a measurable and documented effort must be made to conduct outreach to and to serve the underserved and the non-served communities of Santa Barbara County.
- G. Contractor shall establish a process by which Spanish speaking staff who provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing in the Spanish language.

11. COMPLIANCE PROGRAM.

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

12. NOTIFICATION REQUIREMENTS.

- A. Contractor shall maintain and share, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).) Contractor shall ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with this Agreement all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)

- B. Contractor shall immediately notify Behavioral Wellness Quality Care Management (“QCM”) Division at 805-681-5113 in the event of:
 - 1. Known serious complaints against licensed/certified staff;
 - 2. Restrictions in practice or license/certification as stipulated by a State agency;
 - 3. Staff privileges restricted at a hospital;
 - 4. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations); or
 - 5. Any event triggering Incident Reporting, as defined in *Behavioral Wellness Policy and Procedure #4.004, Unusual Occurrence Incident Reporting*.
- C. Contractor shall immediately contact the Behavioral Wellness Compliance Hotline (805-884-6855) should any of the following occur:
 - 1. Suspected or actual misappropriation of funds under Contractor’s control;
 - 2. Legal suits initiated specific to the Contractor’s practice;
 - 3. Initiation of criminal investigation of the Contractor; or
 - 4. HIPAA breach.
- D. For clients receiving direct services from both Behavioral Wellness and Contractor staff, Contractor shall immediately notify the client’s Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the client’s care, or the applicable Regional Manager should any of the following occur:
 - 1. Side effects requiring medical attention or observation;
 - 2. Behavioral symptoms presenting possible health problems; or
 - 3. Any behavioral symptom that may compromise the appropriateness of the placement.
- E. Contractor may contact Behavioral Wellness Contracts Division at bwellcontractsstaff@co.santa-barbara.ca.us for any contractual concerns or issues.
- F. “Immediately” means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. Contractor shall train all personnel in the use of the Behavioral Wellness Compliance Hotline (805-884-6855).

13. MONITORING.

- A. Contractor agrees to abide by the *Department of Behavioral Wellness’ Policies and Procedures* referenced in Section 17 (Additional Program Requirements) and to cooperate with the County’s utilization review process which ensures medical necessity, appropriateness and quality of care. This review may include clinical record review, client survey, and other utilization review program monitoring practices. Contractor shall cooperate with these programs, and will furnish necessary assessment and Client Service Plan information, subject to Federal or State confidentiality laws and provisions of this Agreement.

B. Contractor shall identify a senior staff member who will be the designated Behavioral Wellness QCM Division contact and will participate in any provider QCM meetings to review current and coming quality of care issues.

1. Quality Assurance Requirements.

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

- i. Medi-Cal documentation standards as identified in California Code of Regulations Title 9, Chapter 11 and DHCS Mental Health and Substance Abuse Disorder Information Notices;
- ii. Assessment guidelines as identified in the *Department of Behavioral Wellness Policy and Procedure #8.100 Mental Health Client Assessment*.
- iii. Client treatment plan requirements as identified in the *Department of Behavioral Wellness Policy and Procedure #8.101 Mental Health Client Treatment Plans*.
- iv. Progress note requirements in the *Department of Behavioral Wellness Policy and Procedure #8.102 Mental Health Progress Notes*.

C. Contractor shall provide a corrective action plan if deficiencies in Contractor's compliance with the provisions of the MHP or this Agreement are identified by County.

D. County shall monitor the performance of Contractor on an ongoing basis for compliance with the terms of this Agreement. County shall assign senior management staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, fiscal and overall performance activity, and provider recertification requirements. County's Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site and/or electronic reviews of Contractor's clinical documentation.

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

14. NONDISCRIMINATION.

A. State Nondiscrimination Provisions

1. **No Denial of Benefits on the Basis of Protected Classification.** During the performance of this Agreement, Contractor and its subcontractors shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or other protected category and will not use any policy or practice that has the effect of discriminating on such basis.
2. **No Discrimination on the Basis of Health or Protected Classification.** Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, Section 438.3(d)(3) and (4), and state law, the Contractor shall not, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in Santa Barbara County who require an assessment or meet medical necessity criteria for specialty mental health services. Nor shall Contractor engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.
3. **No Discrimination against Handicapped Persons.** The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
4. **Determination of Medical Necessity.** Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to California Code of Regulations, Title 9, Sections 1820.205, 1830.205 and/or 1830.210, prior to providing covered services to a beneficiary.
5. **No Discrimination under State Law.** Contractor shall 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 Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under

this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.)

B. Federal Nondiscrimination Provisions.

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 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. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor shall include the provisions of Paragraphs 14(B)(1) through 14(B)(7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or 38 U.S.C. Section 4212 of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

C. Subcontracts. The Contractor shall include the nondiscrimination and compliance provisions of this Agreement (Sections 14 and 19, respectively) in all subcontracts to perform work under this Agreement.

15. COLLABORATIVE MEETINGS.

- A. Behavioral Wellness shall conduct a Collaborative Meeting at least annually, and more frequently, if needed, with Contractor to collaboratively discuss programmatic, fiscal, and contract matters.
- B. As a condition of funding for Quality Assurance (QA) activities, Contractor QA staff shall attend monthly County Quality Improvement Committee (QIC) meetings.

16. TRAINING REQUIREMENTS.

- A. Contractor shall ensure that all staff providing services under this Agreement complete mandatory trainings, including through attendance at County-sponsored training sessions as available. The following trainings must be completed at hire and annually thereafter:
 - 1. HIPAA Privacy and Security;
 - 2. Consumer and Family Culture;
 - 3. Behavioral Wellness Code of Conduct;
 - 4. Cultural Competency;
 - 5. County Management Information System (MIS), including the Sharecare and Provider Upload Portal, for service staff who enter data into the system;
 - 6. MHSA Overview Training (only at hire, not annually); and
 - 7. Applicable evidence-based treatment models and programs as agreed between Contractor and County in writing.
- B. Training Requirements for Mental Health Staff who provide direct service/document in Clinician's Gateway. The following trainings must be completed at hire and annually thereafter:
 - 1. Clinician's Gateway (only at hire, not annually);
 - 2. Documentation;
 - 3. Assessment and Treatment Plan; and
 - 4. Child and Adolescent Needs and Strengths (CANS) assessment training and certification exam, if the service provider works with clients under the age of 21.

17. ADDITIONAL PROGRAM REQUIREMENTS.

- A. **Beneficiary Handbook.** Contractor shall provide the County of Santa Barbara Beneficiary Handbook to each potential beneficiary and beneficiary in an approved method listed in the *Department of Behavioral Wellness' Policy and Procedures #4.008 Beneficiary Information Materials* when first receiving Specialty Mental Health Services and upon request. Contractor shall document the date and method of delivery to the beneficiary in the beneficiary's file. Contractor shall inform beneficiaries that information is available in alternate formats and how to access those formats. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26, attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e); 42 C.F.R. § 438.10.)

- B. Written Materials in English and Spanish.** Contractor shall provide all written materials for beneficiaries and potential beneficiaries, including provider directories, County of Santa Barbara Beneficiary Handbook, appeal and grievance notices, denial and termination notices, and Santa Barbara County's mental health education materials, in English and Spanish as applicable. (42 C.F.R. § 438.10(d)(3).) Contractor shall maintain adequate supply of County-provided written materials and shall request additional written materials from County as needed.
- C. Maintain Provider Directory.** Contractor shall maintain a provider directory on its agency website listing licensed individuals employed by the provider to deliver [mental health] services; 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 beneficiaries;
 9. The provider's cultural capabilities;
 10. The provider's linguistic capabilities;
 11. Whether the provider's office has accommodations for people with physical disabilities;
 12. Type of practitioner;
 13. National Provider Identifier Number;
 14. California License number and type of license; and
 15. An indication of whether the provider has completed cultural competence training.
- D. Policy and Procedure #2.001.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.001 Network Adequacy Standards and Monitoring.*
- E. Policy and Procedure #3.000.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.000 Beneficiary Rights.*
- F. Policy and Procedure #3.004.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.004* on advance directives and the County's obligations for Physician Incentive Plans, as applicable.

- G. **Policy and Procedure #4.000.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.000 Authorization of Outpatient Specialty Services.*
- H. **Policy and Procedure #4.001.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.001 Authorization of Therapeutic Behavioral Services (TBS), applicable to providers providing children services.*
- I. **Policy and Procedure #4.008.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.008 Beneficiary Information Materials.*
- J. **Policy and Procedure #4.012.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.012 Contracted Provider Relations.*
- K. **Policy and Procedure #4.014.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.014 Service Triage for Urgent and Emergency Conditions.*
- L. **Policy and Procedure #5.008.** Mandatory Trainings Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #5.008 Mandatory Training.*
- M. **Policy and Procedure #8.100.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.100 Mental Health Client Assessment.*
- N. **Policy and Procedure #8.101.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.101 Mental Health Client Treatment Plans.*
- O. **Policy and Procedure #8.102.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.102 Mental Health Progress Notes.*
- P. **Accessibility.** Contractor shall ensure that it provides physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)
- Q. **Hours of Operation.** Contractor shall maintain hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which Contractor offers services to non-Medi-Cal beneficiaries. If Contractor only offers services to Medi-Cal beneficiaries, maintain hours of operation which are comparable to the hours Contractor makes available for Medi-Cal services not covered by County or another Mental Health Plan.
- R. **Access to Routine Appointments.** Contractor shall provide access to routine appointments (1st appointment within 10 business days). When not feasible, Contractor shall give the client 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 client within the 10 business day standard.
- S. **Hold Harmless.** Contractor agrees to hold harmless the State and beneficiaries in the event the County cannot or does not pay for services performed by the Contractor.
- T. **Client Service Plan.** Contractor shall complete a Client Service Plan and assessment for each client receiving Program services in accordance with the Behavioral Wellness Clinical Documentation Manual <https://www.countyofsb.org/behavioral-wellness/asset.c/5670>

18. SIGNATURE PAD.

- A.** County shall purchase one signature pad for the duration of the term of this Agreement for each physical address identified for Contractor in this Agreement. The signature pad will be compatible with the County's Electronic Health Record (EHR) Clinicians Gateway. Contractor shall use the electronic versions of the Client Assessment, Client Plan, and Medication Consent Form to ensure a complete client medical record exists within Clinicians Gateway. Contractor shall obtain client signatures on these electronic documents using the signature pads. Upon initial purchase, County shall install the signature pads on Contractor's hardware and provide a tutorial for Contractor's staff. Contractor shall be responsible for ongoing training of new staff.
- B.** In the event that Contractor damages or loses the signature pads provided by County, Contractor shall be responsible for purchasing a new Clinicians Gateway compatible signature pad as a replacement from the County inventory at the current cost of replacement. The expected life of a signature pad is a minimum of three years.

19. STATE CONTRACT COMPLIANCE.

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

EXHIBIT A-7
STATEMENT OF WORK: MHS
CARPINTERIA START

1. **PROGRAM SUMMARY.** The School-Based Mental Health Program, also known as START (hereafter “the Program”), offers mental health services to students (hereafter “clients”), who have emotional and/or behavioral difficulties and who may benefit from counseling support. The Program shall include Support, Treatment, Advocacy and Referral Team (START) services in Carpinteria, which provides services to clients with mental health issues or co-occurring substance abuse and mental health issues. Program staff work as a team with school staff to address the client’s social-emotional development, prevent mental health and psychosocial problems, and enhance the client’s ability to adapt and cope with changing life circumstances. Program services are structured to maximize the client’s existing strengths, assets, and capacities. The Program provides intervention, linkage, and mental health services as soon as feasible at the onset of learning, behavior, substance abuse and emotional problems. The Program headquarters shall be located at:
 - A. 232 East Canon Perdido Street, Santa Barbara, California.
2. **PROGRAM GOALS.**
 - A. Maintain the client’s enrollment in the school system;
 - B. Teach clients improved decision making skills to reduce instances of disciplinary actions and/or expulsion;
 - C. Develop a comprehensive, multifaceted, and cohesive continuum of school and community interventions to address barriers to learning and promote the client’s healthy development; and
 - D. Prevent out-of-home and/or out-of-county placement of the client.
3. **SERVICES.** Contractor shall provide the following services to students enrolled at all schools within the Carpinteria Unified School District (CUSD):
 - A. Contractor shall operate an office at each campus to allow clients the opportunity to voluntarily seek mental health counseling as they so choose;
 - B. Contractor shall provide the following mental health services as needed, to Program clients:
 1. **Assessment/Reassessment.** Assessment means a service activity designed to evaluate the current status of a client’s mental, emotional, or behavioral health, as defined in Title 9 C.C.R. Section 1810.204. Assessment includes, but is not limited to, one or more of the following: mental health status determination, analysis of the client’s clinical history, analysis of relevant cultural issues and history, diagnosis, and use of mental health testing procedures.
 - i. Contractor shall complete the Child & Adolescent Needs & Strengths (CANS) for each client. The CANS must be administered by trained clinical staff (County/CBO) at:
 - a. Intake;

- b. Every 6 months thereafter; and
 - c. Discharge.
 - ii. The CANS must be shared with Child Welfare Services (CWS)/Probation with a Release of Information for open CWS/Probation clients.
 - iii. Annual training and certification of clinicians is required for use of the CANS. In order to be certified in the CANS, clinicians must demonstrate reliability on a case vignette of .70 or greater. Online training and certification is provided at www.canstraining.com.
 - iv. CANS must be reported on the CBO Quarterly Reports reporting the percentage of completed CANS with the expectation of 100% and the positive change in at least half (3 out of 6) of the following CANS domains:
 - a. Functioning;
 - b. School;
 - c. Behavioral/Emotional;
 - d. Strength Behavior;
 - e. Risk Behavior; and
 - f. Caregiver Needs and Strengths.
 - v. The Contractor shall oversee completion of the Pediatric Symptom Checklist (PSC) to be completed by the child's parent/guardian at:
 - a. Intake;
 - b. Every 6 months thereafter; and
 - c. Discharge.
 - vi. Contractor shall report on the CBO quarterly report the percentage of parents/guardians completing the PSC; with an expectation that 100% of all parents completing the document at intake and every 6 months.
- 2. **Collateral.** Collateral means a service activity to a significant support person in a beneficiary's life for the purpose of meeting the needs of the beneficiary in terms of achieving the goals of the beneficiary's client plan, as defined in Title 9 C.C.R. Section 1810.206. Collateral may include but is not limited to consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the beneficiary, 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 beneficiary may or may not be present for this service activity.
 - i. A significant support person is a person, in the opinion of the client or the person providing services, who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians or legal representatives of a client, a person living in

the same household as the client, the client's spouse, and the relatives of the client, as defined in Title 9 CCR Section 1810.246.1.

3. **Crisis Intervention.** Crisis intervention means a service lasting less than 24 hours, to or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit, as defined in Title 9 C.C.R. Section 1810.209. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements described in Sections 1840.338 and 1840.348. Crisis intervention services may either be face-to-face or by telephone with the beneficiary or the beneficiary's significant support person and may be provided anywhere in the community.
 4. **Plan Development.** Plan Development means a service activity that consists of development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress.
 4. **Rehabilitation.** Rehabilitation is defined as a service activity that includes but is not limited to, assistance in improving, maintaining or restoring a client's or a group of clients' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources, and/or medication education, as defined in Title 9 C.C.R. Section 1810.243.
 5. **Targeted Case Management.** Targeted case management means services that assist a client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services, as defined in Title 9 CCR Section 1810.249. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure client access to service and the service delivery system; monitoring of the client's progress; placement services; and plan development.
 6. **Therapy.** Therapy is a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments, as defined in Title 9 CCR Section 1810.250. Therapy may be delivered to an individual or group and may include family therapy at which the client is present.
- C. Contractor shall provide Secondary Prevention/Early Intervention services, which are designed to come between a substance user and their actions in order to modify behavior. It includes a wide spectrum of activities ranging from user education to formal intervention and referral to appropriate treatment/recovery services. The service aims to encourage those individuals in need of treatment to undergo such treatment.
- D. The Director of the Department of Behavioral Wellness or designee may authorize Contractor to provide additional services in writing. The addition of services does not alter the Maximum Contract Amount and does not require an amendment to this Agreement.

4. CLIENTS AND PROGRAM CAPACITY.

- A. Contractor shall provide school based mental health services to any client who requests services so long as they are enrolled at one of the designated schools.
- B. Services may also be provided to clients' family members.
- C. Contractor shall offer consultation, support, and information directly to school personnel, including teachers and administrative personnel.
- D. Contractor shall provide the services described in Section 3 (Services) to an average caseload of fifty (50) clients.

- 5. ADMISSION CRITERIA.** County will reimburse Contractor for clients who have an open case file (episode) entered by Contractor into County's Management Information System, (MIS) but are not Medi-Cal beneficiaries, up to the amount specified in Exhibit B-1 MHS. Although Contractor may provide Program services to any client enrolled at the designated schools, County shall only reimburse Contractor for Program services provided to clients who have a diagnosis of serious emotional disturbance (SED) and/or Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, C.C.R., Chapter 11.

6. REFERRALS.

- A. Referrals to Contractor's school based office can be made by teachers and/or school administrators and staff. Students may request services without referral from school personnel.
- B. Client Documentation. Contractor shall receive a referral packet for each client referred and treated. Any items that are available in the Behavioral Wellness Medical Record system shall be shredded by Contractor upon opening the client to the program. The referral packet shall include:
 - i. A client face sheet listing all of the programs that the client has been admitted to over time, and is currently admitted to, including hospitalizations;
 - ii. A copy of the most recent medication record and health questionnaire;
 - iii. A copy of the currently valid Treatment Plan indicating the goals for client enrollment in the Program and identifying the Contractor as a service provider;
 - iv. Client's Medi-Cal Eligibility Database Sheet (MEDS) file printout, as applicable; and
 - v. Other documents as reasonably requested by County.

- 7. DISCHARGE CRITERIA.** The appropriateness for client discharge from school based mental health services shall be determined on a case by case basis. Criteria for discharge include:

- A. Treatment goals have been sufficiently met;
- B. The determination the treatment goals have not been met. The client, and if applicable family, shall be provided with referrals to more appropriate treatment;

- C. The client's request to terminate services; and
 - D. Client relocates from the Program's service area or is no longer enrolled at school.
8. **STAFFING REQUIREMENTS.** Contractor shall adhere to the Program staffing requirements outlined below. Amendments to these requirements do not require a formal amendment to this Agreement, but shall be agreed to in writing by the Designated Representatives or Designees.
- A. Contractor, in partnership with Family Service Agency (FSA), shall provide direct staff for the START Teams.
 - B. Contractor shall provide a total of 2.24 Full Time Equivalent (FTE):
 - 1. 0.02 FTE Program Manager;
 - 2. 0.02 FTE Office Manager;
 - 3. 0.20 FTE Management/Administration staff; and
 - 4. 2.0 FTE Counselors who shall be licensed mental health professionals or waived/registered mental health professionals, as defined in Title 9 C.C.R. Sections 1810.223 and 1810.254 and below in subdivisions i. and ii.; or Qualified Mental Health Workers (QMHW), as described below in subdivision iii.; or interns and trainees as described below in subdivision iv.:
 - i. Licensed mental health professional under Title 9 C.C.R. Section 1810.223 means:
 - a. Licensed physicians;
 - b. Licensed psychologists;
 - c. Licensed clinical social workers;
 - d. Licensed marriage and family therapists;
 - e. Licensed psychiatric technicians;
 - f. Registered Nurses; and
 - g. Licensed Vocational Nurses.
 - ii. Waivered/Registered Professional under Title 9 C.C.R. Section 1810.254 means an individual who has:
 - a. A waiver of psychologist licensure issued by the DHCS; or
 - b. Registered with the corresponding state licensing authority for psychologists, marriage and family therapists, or clinical social workers to obtain supervised clinical hours for psychologist, marriage and family therapist, or clinical social worker licensure.
 - iii. **Qualified Mental Health Workers (QMHW)** is assigned to the job classification of Case Worker within the County and meets the education requirements as an "Other Qualified Provider." The employment standards for a QMHW are set at the discretion of the County. A QMHW qualifies for the position by meeting one of the following employment standards:

- a. Possession of a B.A. degree in social or behavioral sciences, including psychology, social work or sociology, and six (6) months of experience performing work on a full-time basis providing client care in a mental health setting; or
 - b. Possession of a high school diploma or equivalent degree and two (2) years of experience performing work on a full-time basis providing client care in a mental health setting and/or support services to mental health clients and their families.
- iv. **Interns and Trainees.** Contractor may utilize interns or trainees as staff to provide services but only as is consistent with any and all applicable laws, regulations, and policies, as may be amended, and as follows:
- a. Graduate student Interns/Trainees who are under the direct supervision of Contractor's licensed mental health professionals or waived/registered mental health professionals; and
 - b. Interns/Trainees who have graduated and are in the 90-day period prior to obtaining their associate number, if a Livescan is provided by the Contractor for the Intern/Trainee.

C. Training.

- 1. Contractor staff shall be trained and skilled at working with persons with serious mental illness (SMI), shall adhere to professionally recognized best practices for rehabilitation assessment, service planning, and service delivery, and shall be proficient in the principles and practices of Integrated Dual Disorders Treatment.
- 2. Within 30 days of the date of hire, Contractor shall provide training relevant to working with high risk mental health clients to its staff.

D. Contractor staff hired to work directly with clients shall have competence and experience in working with clients at high risk for acute inpatient or long-term residential care.

E. Contractor shall conduct a check of all clinical and support staff against Centers for Medicare & Medicaid Services (CMS) Exclusions List, and staff found to be on this list shall not provide services under this Agreement nor shall the cost of such staff be claimed to Medi-Cal.

8. DOCUMENTATION REQUIREMENTS. Contractor shall complete a Client Service Plan for each client receiving Program services for whom Contractor is reimbursed by County in accordance with the Clinical Behavioral Wellness Documentation Manual, available at http://cosb.countyofsb.org/uploadedFiles/admhs_new/staff_and_providers/Manuals_2015/Clinical%20Documentation%20Manual%20May%202015.pdf. For clients who have an Alcohol, Drug and Mental Health Services (Behavioral Wellness) Client Service Plan, Contractor shall follow the requirements of the Plan. The Client Service Plan shall provide overall direction for the collaborative work of the client, the Program, and the Behavioral Wellness Treatment Team, as applicable. The Treatment Plan shall include:

- A. Client's recovery goals or recovery vision, which guides the service delivery process;
 - B. Objectives describing the skills and behaviors that the client will be able to learn as a result of the Program's behavioral interventions; and
 - C. Interventions planned to help the client reach the client's goals.
9. **BILLING DOCUMENTATION.** Contractor shall complete electronic progress notes using County's Management Information System (MIS) for each client contact. These notes will serve as documentation for billable Medi-Cal units of service. For all programs, service records documenting services provided, in the form of electronic progress notes that meet County specifications, will be submitted to the County MIS Unit within 72 hours of service delivery.

EXHIBIT B

FINANCIAL PROVISIONS

EXHIBIT B
FINANCIAL PROVISIONS - ADP

(Applicable to programs described in Exhibit A-2, A-3, A-4 and A-5)
(With attached Exhibit B-1 ADP, Schedule of Rates and Contract Maximum)

This Agreement provides for reimbursement for Alcohol and Drug Program services up to a Maximum Contract Amount, reflected in Section II below and Exhibit B-1-ADP. For all services provided under this Agreement, Contractor will comply with all requirements necessary for reimbursement in accordance with the regulations applicable to the funding sources identified in the Exhibit B-1 ADP, the Intergovernmental Agreement, Contract Number 18-95148, and other applicable Federal, State and local laws, rules, manuals, policies, guidelines and directives.

I. PAYMENT FOR SERVICES.

- A. Performance of Services.** Contractor shall be compensated on a cost reimbursement basis, subject to the limitations described in this Agreement and all exhibits hereto, for provision of the Units of Service (UOS) established in the Exhibit B-1- ADP based on satisfactory performance of the Alcohol and Drug Program services described in the Exhibit A(s).
- B. Drug Medi-Cal Services.** The services provided by Contractor's Program described in the Exhibit A(s) that are covered by the Drug Medi-Cal Program will be reimbursed by County from Federal Financial Participation (FFP) and State and local matching funds as specified in Exhibit B-1-ADP and subject to Paragraph F (Funding Sources) of this Exhibit B-ADP. Pursuant to Title 9 California Code of Regulations (C.C.R.) Section 9533(a) (2), Contractor shall accept proof of eligibility for Drug Medi-Cal as payment in full for treatment services rendered, and shall not collect any other fees from Drug Medi-Cal clients, except where a share of cost, defined in Title 22 C.C.R. Section 50090, is authorized under Title 22 C.C.R. Section 50651 et seq. Contractor shall not charge fees to beneficiaries for access to Drug Medi-Cal substance abuse services or for admission to a Drug Medi-Cal treatment slot.
- C. Non-Drug Medi-Cal Services.** County recognizes that some of the services provided by Contractor's Program, described in the Exhibit A(s), may not be reimbursable by Drug Medi-Cal, or may be provided to individuals who are not Drug Medi-Cal eligible and such services may be reimbursed by other County, State, and Federal funds only to the extent specified in Exhibit B-1 ADP and pursuant to Section I, Paragraph F (Funding Sources) of this Exhibit B-ADP. Funds for these services are included within the Maximum Contract Amount and are subject to the same requirements as funds for services provided pursuant to the Drug Medi-Cal program.
- D. Limitations on Use of Funds Received Pursuant to this Agreement.** Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A(s) to this Agreement. Expenses shall comply with the requirements established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (45 C.F.R. Part 75), and all other applicable regulations. Violation of this provision or use of County funds for purposes other than those described in the Exhibit A(s) shall constitute a material breach of this Agreement.

E. Beneficiary Liability for Payment. Contractor shall not hold beneficiaries liable for any of the following:

1. County's debts, in the event of the entity's insolvency.
2. Covered services provided to the beneficiary, for which:
 - a. The State does not pay the County.
 - b. The County or the State does not pay the individual or health care provider that furnished the services under a contractual, referral, or other arrangement.
3. Payments for covered services furnished under a contract, referral, or other arrangement, to the extent that those payments are in excess of the amount that the beneficiary would owe if the County covered the services directly.

F. Funding Sources. 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. The Behavioral Wellness Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to this Agreement.

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$6,910,866**, inclusive of \$2,194,640 for FY 21-22, \$2,194,640 for FY 22-23, and \$2,194,640 for FY 23-24, in Alcohol and Drug Program funding, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-ADP. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

III. OPERATING BUDGET AND PROVISIONAL RATE.

A. Operating Budget. Prior to the Effective Date of this Agreement, Contractor shall provide County with an Operating Budget on a format acceptable to, or provided by County, based on costs net of revenues as described in this Exhibit B-1 ADP. The approved Operating Budget shall be attached to this Agreement as Exhibit B-2. County may disallow any expenses in excess of the adopted operating budget. Indirect costs are limited to 15% of direct costs for each program and must be allocated in accordance with a cost allocation plan that adheres with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. Provisional Rate. County agrees to reimburse Contractor at a Provisional Rate (the "Provisional Rate") during the term of this Agreement. The Provisional Rate shall be established as follows:

1. Drug Medi-Cal Services:
 - a. For recurring contracts, the Provisional Rate shall be established by Behavioral Wellness using the historical data from the Contractor's prior fiscal periods.
 - b. For new contracts, the County Maximum Allowable rate will be the Provisional Rate for all new contracts.

2. For all other services, the rate or billing increment shall be as reflected in Exhibit B-1 ADP.

At any time during the term of this Agreement, the Director of the Department of Behavioral Wellness shall have the option to adjust the Provisional Rate to a rate based on allowable costs less all applicable revenues, and the volume of services provided in prior quarters. Adjustment of the Provisional Rate does not alter the Maximum Contract Amount and does not require an amendment to this Agreement.

- IV. FEE COLLECTION.** For non-Drug Medi-Cal services or services to patients not eligible for Drug Medi-Cal, Contractor agrees to assess client fees toward the cost of treatment in accordance with Health and Safety Code Section 11841. Such fee collection shall be based on Contractor's determination of a client's ability to pay, per Exhibit B-3 ADP. In no case shall any client be refused services due to the inability to pay. Fees charged shall not exceed the actual cost for services provided. Such fees shall be:

- A. Deducted from the Contractor's Program cost of providing services as part of the Pre-audit Cost Report Settlements (Section IX);
- B. Identified and reported to County on the Contractor's monthly financial statements, Contractor's budget, and annual year-end cost report.

All fees collected by Contractor must be separately identified for audit purposes and treated as placement fees. Contractor agrees to provide County with a copy of Contractor's Fee Collection policy. Fees shall be accounted for by Contractor and used to offset the cost of Contractor's services. All fees paid by or on behalf of patients/clients receiving services under this Agreement shall be utilized by Contractor only for the delivery of the services specified in this Agreement.

- V. ACCOUNTING FOR REVENUES.**

Contractor shall comply with all County, State, and Federal requirements and procedures, including, but not limited to, those described in California Welfare and Institutions Code (WIC) Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP), (2) the eligibility of patients/clients for Drug Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Grants, and any other revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor shall also be accounted for in the Operating Budget. Contributions designated in Exhibit B-1-ADP shall be offset from invoices and the annual cost report.

- VI. REALLOCATION OF PROGRAM FUNDING.**

Contractor shall make written application to Director, or designee, in advance and no later than April 1 of each Fiscal Year, to reallocate funds as outlined in Exhibit B-1 ADP between Programs or funding sources, for the purpose of meeting specific Program needs or for providing continuity of care to its clients. Contractor's application shall include a narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining impact of the reallocation as may be applicable to future years. The Director's, or designee's, decision of whether to allow the reallocation of funds shall be in

writing to Contractor prior to implementation by Contractor. The Behavioral Wellness Director or designee also reserves the right to reallocate between programs in the year end cost settlement and will notify Contractor of any reallocation during the cost settlement process.

VII. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

A. Internal Procedures. Contractor shall maintain internal financial controls which adequately ensure proper recording, classification, and allocation of expenses, and billing and collection procedures. Contractor's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts.

B. Submission of Claims and Invoices:

1. Submission of Claims for Drug Medi-Cal Services. Services are to be entered into the Clinician's Gateway System based on timeframes prescribed in the Alcohol & Drug Program Practice Guidelines and Procedure Manual. Late service data and claims may only be submitted in accordance with State and federal regulations. Behavioral Wellness shall provide to Contractor a report that addresses the following:
 - a. Summarizes the Medi-Cal UOS to be claimed for the month, multiplied by the provisional rate in effect at the time of service,
 - b. States the amount owed by County, and
 - c. Includes the Agreement number.

Contractor shall review the report and indicate concurrence that the report will be the basis for Contractor's provisional payment for the month.

In addition to claims submitted in MIS, Contractor shall submit to County at adpfinance@co.santa-barbara.ca.us a signed Drug Medi-Cal Claim Submission Certification form, in accordance with 42 Code of Federal Regulations (C.F.R.) Section 455.18, for each Drug Medi-Cal submission within two (2) business days of receipt of the MIS claim report.

2. Submission of Invoices for Non-Drug Medi-Cal Services. Contractor shall submit a written invoice electronically to adpfinance@co.santa-barbara.ca.us on a form acceptable to or provided by County within 10 calendar days of the end of the month in which Non-Drug Medi-Cal services as described in the Exhibit A(s) are delivered and shall include:
 - a. Sufficient detail and supporting documentation to enable an audit of the charges,
 - b. The amount owed by County, and
 - c. The contract number and signature of Contractor's authorized representative.

Contractor agrees that it shall be solely liable and responsible for all data and information submitted to the County and submitted by the County to the State on behalf of Contractor.

The Director or designee shall review the monthly claim(s) and invoice to confirm accuracy of the data submitted. With the exception of the final month's payment under this Agreement, County shall make provisional payment for approved claims within 30 calendar days of the receipt of said claim(s) and invoice by County subject to the contractual limitations set forth in this Agreement and all exhibits hereto.

C. Payment Limitations.

1. Payment for Drug Medi-Cal services will be based on the UOS accepted into MIS and claimed to the State on a monthly basis.
2. The Program Contract Maximums specified in Exhibit B-1 and this Exhibit B-ADP are intended to cover services during the entire term of the agreement, unless otherwise specified in the Exhibit A(s) (such as time-limited or services tied to the school year). Under no circumstances shall Contractor cease services prior to June 30 due to an accelerated draw down of funds earlier in the Fiscal Year. Failure to provide services during the entire term of the Agreement may be considered a breach of contract and subject to the Termination provisions specified in the Agreement.

D. Monthly Financial Statements. Within 15 calendar days of the end of the month in which alcohol and other drug services are delivered, Contractor shall submit monthly financial statements reflecting the previous month's and cumulative year to date direct and indirect costs and other applicable revenues for Contractor's programs described in the Exhibit A(s). Financial Statements shall be submitted electronically to adpfinance@co.santa-barbara.ca.us.

E. Withholding of Payment for Non-Submission of Service Data and Other Information. If any required MIS data, invoice or report(s) is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Director or designee. Director or designee shall review such submitted service data within 60 calendar days of receipt.

F. Withholding of Payment for Unsatisfactory Clinical Work. Director or designee may deny payment for services when documentation of clinical work does not meet minimum State and County written standards.

G. Claims Submission Restrictions.

1. **Billing Limit for Drug Medi-Cal Services:** Unless otherwise determined by State or federal regulations, all original (or initial) claims for eligible individual persons under this Agreement must be received by County within 7 days from the end of the month in which services were provided to avoid possible payment reduction or denial for late billing. Late claims may be submitted in accordance with the provisions of Title 22 C.C.R. Section 51008.5 with documentation of good cause. The existence of good cause shall be determined by the State as provided in Title 22 C.C.R. Sections 51008 and 51008.5.

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

H. Claims Certification and Program Integrity. Contractor shall certify that all UOS entered by Contractor into the County's MIS System or otherwise reported to County for any payor sources covered by this Agreement are true and accurate to the best of Contractor's knowledge.

I. Overpayments. If the Contractor discovers an overpayment, Contractor must notify the County in writing of the reason for the overpayment. Any overpayments of contractual amounts must be returned via direct payment within 30 days to the County. County may withhold amounts from future payments due to Contractor under this Agreement or any subsequent agreement if Contractor fails to make direct payment within the required timeframe.

VIII. COST REPORT.

A. Submission of Cost Report. Within four weeks after the release of the cost report template by the Department of Health Care Services (DHCS), Contractor shall provide County with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the applicable prior fiscal year. The Annual Cost Report shall be prepared by Contractor in accordance with all applicable federal, State and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by Contractor shall be reported in its annual Cost Report, and shall be used to offset gross cost. Contractor shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to Director or Designee upon reasonable notice.

B. Cost Report to be Used for Initial Settlement. The Cost Report shall be the financial and statistical report submitted by Contractor to County, and shall serve as the basis for initial settlement with Contractor as set forth in Section IX (Pre-audit Cost Report Settlements). Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.

C. Penalties. In addition, failure of Contractor to submit accurate and complete Annual Cost Report(s) by 45 days after the due date set in Section VIII.A (Submission of Cost Report) above or the expiration or termination date of this Agreement shall result in:

1. A Late Penalty of ONE HUNDRED DOLLARS (\$100) for each day that the accurate and complete Annual Cost Report(s) is (are) not submitted. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report. The Late Penalty shall commence on the forty-sixth (46th) day after the deadline or the

expiration or termination date of this Agreement. County shall deduct the Late Penalty assessed against Contractor from the final month's payment due under the Agreement.

2. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred and fifth (105th) day after the due date set in Section VIII.A (Submission of Cost Report) or the expiration or termination date of this Agreement, then all amounts paid by County to Contractor in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding shall be repaid by Contractor to County within 90 days. Further, County shall terminate any current contracts entered into with Contractor for programs covered by the outstanding Annual Cost Reports.

D. Audited Financial Reports: Each year of the Agreement, the Contractor shall submit to County a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by Contractor.

E. Single Audit Report: If Contractor is required to perform a single audit and/or program specific audit, per the requirements of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards, Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt.

IX. PRE-AUDIT COST REPORT SETTLEMENTS.

A. Pre-audit Cost Report Settlements. Based on the Annual Cost Report(s) submitted pursuant to this Exhibit B-ADP Section VIII (Cost Reports) and State approved UOS, at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the State and/or County will perform pre-audit cost report settlement(s). Such settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or federal statutes, regulations, policies and procedures, or requirements pertaining to cost reporting and settlements for applicable federal and/or State programs. Settlement shall be adjusted to the lower of:

1. Contractor's published charge(s) to the general public, as approved by the Contractor's governing board; unless the Contractor is a Nominal Charge Provider. This federal published charges rule is applicable only for outpatient, rehabilitative, case management and 24-hour services.
2. The Contractor's actual costs.
3. The County Maximum Allowable rate.

B. Issuance of Findings. County's issuance of its pre-audit cost report settlement findings shall take place no later than one-hundred-twenty (120) calendar days after Contractor's submission of the original and final/reconciled cost reports.

C. Payment. In the event that Contractor adjustments based on any of the above methods indicate an amount due the County, Contractor shall pay County by direct payment within thirty (30) days or from deductions from future payments, if any, at the sole discretion of the Director or designee.

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

- A. Audit by Responsible Auditing Party.** At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and federal law, authorized representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the ADP services/activities provided under this Agreement.
- B. Settlement.** Settlement of the audit findings will be conducted according to the Responsible Auditing Party's procedures in place. In the case of a State Drug Medi-Cal audit, the State and County will perform a post-audit Drug Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process.
- C. Invoice for Amounts Due.** County shall issue an invoice to Contractor for any amount due to the County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County Behavioral Wellness will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County Behavioral Wellness. If an audit adjustment is appealed then the County may, at its own discretion, notify Contractor but stay collection of amounts due until resolution of the State administrative appeals process.
- D. Appeal.** Contractor may appeal any such audit findings in accordance with the audit appeal process described in the Section 14171 of the WIC and 22 C.C.R. Section 51022.

EXHIBIT B-MHS
FINANCIAL PROVISIONS

(Applicable to programs described in Exhibit A-7)
(With attached Exhibit B-1 MHS, Schedule of Rates and Contract Maximum)

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

I. PAYMENT FOR SERVICES.

- A. Performance of Services.** Contractor shall be compensated on a cost reimbursement basis, subject to the limitations described in this Agreement and all exhibits hereto, for provision of the Units of Service (UOS) or other deliverables as established in Exhibit B-1-MHS based on satisfactory performance of the services described in the Exhibit A(s).
- B. Medi-Cal Billable Services.** The services provided by Contractor's Program described in the Exhibit A(s) that are covered by the Medi-Cal Program will be reimbursed by County from Federal Financial Participation (FFP) and State and local matching funds as specified in Exhibit B-1-MHS and subject to Section I.F (Funding Sources) of this Exhibit B MHS.
- C. Non-Medi-Cal Billable Services.** County recognizes that some of the services provided by Contractor's Program, described in the Exhibit A(s), may not be reimbursable by Medi-Cal, and such services may be reimbursed by other County, State, and Federal funds to the extent specified in Exhibit B-1-MHS and pursuant to Section I.F (Funding Sources) of this Exhibit B MHS. Funds for these services are included within the Maximum Contract Amount, and are subject to the same requirements as funds for services provided pursuant to the Medi-Cal program.
- D. Medi-Cal Subsidy.** County may provide a subsidy to Contractor, as specified in Exhibit B-1-MHS for Non-Medi-Cal services provided in Medi-Cal programs. Subsidy shall not be used to reimburse disallowed costs including those in excess of budgeted amounts, improper costs, and any audit exceptions or adjustments. Reallocation of subsidy is at the discretion of the Behavioral Wellness Director or designee. Contractor shall make written application to Behavioral Wellness Director or designee, in advance and no later than April 1 of each Fiscal Year, to reallocate subsidy as outlined in Exhibit B-1-MHS between programs. Behavioral Wellness Director or designee reserves the right to approve a subsidy reallocation in the year-end cost settlement.

E. Limitations on Use of Funds Received Pursuant to this Agreement. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A(s) to this Agreement. Expenses shall comply with the requirements established in OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and all other applicable regulations. Violation of this provision or use of County funds for purposes other than those described in the Exhibit A(s) shall constitute a material breach of this Agreement.

F. Funding Sources. The Behavioral Wellness Director or designee may reallocate between funding sources at with discretion, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Behavioral Wellness Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to this Agreement.

G. Beneficiary Liability for Payment.

1. Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this Agreement, except to collect other health insurance coverage, share of cost, and co-payments. (Cal. Code Regs., tit. 9, § 1810.365 (a).)
2. Contractor shall not hold beneficiaries liable for debts in the event that County becomes insolvent; for costs of covered services for which the State does not pay County; for costs of covered services for which the State or County does not pay to Contractor; for costs of covered services provided under a contract, referral or other arrangement rather than from the County; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary. (42 C.F.R. § 438.106 and Cal. Code Regs. tit 9, § 1810.365(c).)
3. Contractor shall not bill beneficiaries, for covered services, any amount greater than would be owed if the Contractor provided the services directly. (42 C.F.R. § 483.106(c).)

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

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$326,946**, inclusive of \$108,982 for FY 21-22, \$108,982 for FY 22-23, and \$108,982 for FY 23-24, in Mental Health funding, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1–MHS and subject to the provisions in Section I (Payment for Services). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor’s performance hereunder without a properly executed amendment.

III. OPERATING BUDGET AND PROVISIONAL RATE.

- A. Operating Budget.** Prior to the Effective Date of this Agreement, Contractor shall provide County with an Operating Budget on a format acceptable to, or provided by County, based on costs of net of revenues as described in this Exhibit B-MHS, Section IV (Accounting for Revenues). The approved Operating Budget shall be attached to this Agreement as Exhibit B-2. County may disallow any expenses in excess of the adopted operating budget. Contractor shall request, in advance, approval from County for any budgetary changes. Indirect costs are limited to 15% of direct costs for each program and must be allocated in accordance with a cost allocation plan that adheres with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. Provisional Rate.** County agrees to reimburse Contractor at a Provisional Rate (the "Provisional Rate") during the term of this Agreement. For recurring contracts, the Provisional Rate shall be established by using the historical data from prior fiscal periods. The Provisional Rate for all new contracts will be based on actual cost or the County Maximum Allowable rate. Quarterly, or at any time during the term of this Agreement, Behavioral Wellness Director or designee shall have the option to adjust the Provisional Rate to a rate based on allowable costs less all applicable revenues and the volume of services provided in prior quarters. Adjustment of the Provisional Rate does not alter the Maximum Contract Amount and does not require an amendment to this Agreement.

IV. ACCOUNTING FOR REVENUES.

- A. Accounting for Revenues.** Contractor shall comply with all County, State, and Federal requirements and procedures, including, but not limited to, those described in California Welfare and Institutions Code (WIC) Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP), (2) the eligibility of patients/clients for Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Grants, and any other revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor shall also be accounted for in the Operating Budget. Contributions designated in Exhibit B-1-MHS shall be offset from invoices and the annual cost report, unless otherwise negotiated with the County and approved in writing.
- B. Internal Procedures.** Contractor shall maintain internal financial controls which adequately ensure proper billing and collection procedures. Contractor shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort. All fees paid by or on behalf of patients/clients receiving services under this Agreement shall be utilized by Contractor only for the delivery of service units specified in the Exhibit A(s) to this Agreement.

V. REALLOCATION OF PROGRAM FUNDING.

Funding is limited by program to the amount specified in Exhibit B-1-MHS. Contractor cannot move funding between programs without explicit approval by Behavioral Wellness Director or designee. Contractor shall make written application to Behavioral Wellness Director or designee, in advance and no later than April 1 of each Fiscal Year, to reallocate

funds as outlined in Exhibit B-1-MHS between programs, for the purpose of meeting specific program needs or for providing continuity of care to its clients. Contractor's application shall include a narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining impact of the reallocation as may be applicable to future years. The Behavioral Wellness Director's or designee decision of whether to allow the reallocation of funds shall be in writing to Contractor prior to implementation by Contractor. The Behavioral Wellness Director or designee also reserves the right to reallocate between programs in the year end cost settlement and will notify Contractor of any reallocation during the cost settlement process.

VI. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

A. Submission of Claims and Invoices.

1. Submission of Claims and Invoices for Medi-Cal Services. Services are to be entered into the Clinician's Gateway System based on timeframes prescribed in the Behavioral Wellness Clinical Documentation Manual. Late service data and claims may only be submitted in accordance with State and federal regulations. Behavioral Wellness shall provide to Contractor a report that: i) summarizes the Medi-Cal UOS approved to be claimed for the month, multiplied by the provisional rate in effect at the time of service, ii) states the amount owed by County, and iii) includes the Agreement number. Contractor shall review the report and indicate concurrence that the report will be the basis for Contractor's provisional payment for the month. Contractor shall indicate concurrence within two (2) business days electronically to the County designated representative or to:

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

Contractor agrees that it shall be solely liable and responsible for all data and information submitted to the County and submitted by the County to the State on behalf of Contractor.

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

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

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

- B. Subsidy Payments.** This section applies to providers with programs that have subsidy funding allocations. For each program with subsidy funding comprising 5% or less of the total program funding allocation set forth in Exhibit B-1-MHS, payment of subsidy will occur at cost settlement after the year end cost report has been submitted and costs are determined to be in compliance with contract terms and State and Federal regulations. For providers with more than 5% total subsidy funding in any program, the final subsidy payment, or up to a maximum of 20% of total subsidy funding allocated for the given program in Exhibit B-1-MHS, will be withheld until the year end cost report has been submitted and costs are determined to be in compliance with contract terms and State and Federal regulations.
- C. Monthly Financial Statements.** Within 15 calendar days of the end of the month in which services are delivered, Contractor shall submit monthly financial statements reflecting the previous month's and cumulative year to date direct and indirect costs and other applicable revenues for Contractor's programs described in the Exhibit A(s). If a program has both Medi-Cal billable costs and Non-Medi-Cal billable costs, Contractor shall separately identify Non-Medi-Cal billable costs on their financial statements.
- D. Withholding of Payment for Non-submission of Service Data and Other Information.** If any required service data, invoice, financial statement or report is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Behavioral Wellness Director or designee. Behavioral Wellness Director or designee shall review such submitted service data within sixty (60) calendar days of receipt.
- E. Withholding of Payment for Unsatisfactory Clinical Documentation.** Behavioral Wellness Director or designee shall have the option to deny payment for services when documentation of clinical services does not meet minimum Federal, State and County written standards. County may also deny payment for services that are provided without a current client service plan.

F. Claims Submission Restrictions.

1. 12-Month Billing Limit. Unless otherwise determined by State or federal regulations (e.g. Medi-Medi cross-over), all original (or initial) claims for eligible individual persons under this Agreement must be received by County within 12 months from the month of service to avoid denial for late billing.
2. No Payment for Services Provided Following Expiration/ Termination of Agreement. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

G. Claims Certification and Program Integrity. Contractor shall certify that all UOS entered by Contractor into MIS for any payor sources covered by this Agreement are true and accurate to the best of Contractor's knowledge.

H. Overpayments. If the Contractor discovers an overpayment, Contractor must notify the County in writing of the reason for the overpayment. Any overpayments of contractual amounts must be returned via direct payment within 30 days to the County. County may withhold amounts from future payments due to Contractor under this Agreement or any subsequent agreement if Contractor fails to make direct payment within the required timeframe.

VII. COST REPORT

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

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

VIII. PRE-AUDIT COST REPORT SETTLEMENTS

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

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

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

- A. **Audit by Responsible Auditing Party.** At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and Federal law including but not limited to WIC Section 14170 et seq., authorized representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the mental health services/activities provided under this Agreement.
- B. **Settlement.** Settlement of the audit findings will be conducted according to the Responsible Auditing Party's procedures in place. In the case of a State Medi-Cal audit, the State and County will perform a post-audit Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County. If an audit adjustment is appealed then the County may, at its own discretion, notify Contractor but stay collection of amounts due until resolution of the State administrative appeals process.
- C. **Invoice for Amounts Due.** County shall issue an invoice to Contractor for any amount due to the County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice.
- D. **Appeal.** Contractor may appeal any such audit findings in accordance with the audit appeal process established by the Responsible Auditing Party performing the audit.

EXHIBIT B-1-ADP SCHEDULE OF RATES AND CONTRACT MAXIMUM

(Applicable to programs described in Exhibit A-2, A-3, A-4 and A-5 ADP)

Exhibit B-1
Schedule of Rates and Contract Maximum

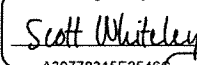
CONTRACTOR NAME CADA- Council on Drug and Alcoholism and Drug Abuse

FISCAL YEAR: 2021-24

Drug Medi-Cal /Non Drug Medi-Cal	Service Type	Mode	Service Description	Unit of Service	DMC Service Function Code	AoD Cost Report Service Code	Projected		
							Units of Service***	Number of Clients**	
Drug Medi-Cal Billable Services	Outpatient	15	ODS Outpatient Treatment	15 Minute Unit	91	91	23,100	434	
		15	ODS Case Management	15 Minute Unit	93	93	6,766	78	
		15	ODS Physician Consultation	15 Minute Unit	94	94	361	4	
		15	ODS Recovery Services	15 Minute Unit	95	95	4,688	54	
		15	ODS Non-NTP Medically Assisted Treatment (MAT)	15 Minute Unit	99	99	361	4	
		10	ODS Intensive Outpatient Treatment (IOT)	15 Minute Unit	105	105	3,135	9	
	Residential	5	Level 3.2 Withdrawal Management	Bed Day	109	109	1,314	35	
		5	Level 3.1 Residential Treatment	Bed Day	112	112	1,971	35	
Drug Medi-Cal /Non Drug Medi-Cal	Service Type	Mode	Service Description	Unit of Service	DMC Service Function Code	AoD Cost Report Service Code	County Maximum Allowable Rate		
Drug Medi-Cal Billable Services	Outpatient	15	ODS Group Counseling	15 Minute Unit	91	91	\$70.76	\$179.26	
		15	ODS Individual Counseling	15 Minute Unit	92	92	\$70.76	\$179.26	
		15	ODS Case Management	15 Minute Unit	93	93	\$70.76	\$179.26	
		15	ODS Physician Consultation	15 Minute Unit	94	94	\$148.98	\$148.98	
		15	ODS Recovery Services Individual	15 Minute Unit	95	95	\$70.76	\$179.26	
		15	ODS Recovery Services Group	15 Minute Unit	96	96	\$70.76	\$179.26	
		15	ODS Recovery Services Case Management	15 Minute Unit	97	97	\$70.76	\$179.26	
		15	ODS Recovery Services Monitoring	15 Minute Unit	98	98	\$70.76	\$179.26	
		15	ODS Non-NTP Medically Assisted Treatment (MAT)	15 Minute Unit	99	99	\$148.98	\$148.98	
		15	ODS Non-NTP MAT - Buprenorphine-Naloxone	Dose	100	100	\$20.10	\$31.03	
		15	ODS Non-NTP MAT - Disulfiram	Dose	101	101	\$7.35	\$10.22	
		15	ODS Non-NTP MAT - Acamprosate	Dose	104	104	\$0.00 ¹	\$0.00 ¹	
		10	ODS Intensive Outpatient Treatment (IOT)	15 Minute Unit	105	105	\$70.76	\$179.26	
		Residential	5	Level 3.2 Withdrawal Management - Treatment Only	Bed Day	109	109		\$159.64
			5	Level 3.1 Residential Treatment - Treatment Only	Bed Day	112	112		\$159.64
	Non - Drug Medi-Cal Billable Services	Primary Prevention	N/A	Information Dissemination	Hours	N/A	12	Actual Cost	
			N/A	Alternatives	Hours	N/A	14	Actual Cost	
			N/A	Community-Based Process	Hours	N/A	16	Actual Cost	
N/A			Environmental	Hours	N/A	17	Actual Cost		
Residential		N/A	Level 3.2 Withdrawal Management - Room & Board	Bed Day	N/A	58	Actual Cost ²		
		N/A	Level 3.1 Residential Treatment - Room & Board	Bed Day	N/A	58	Actual Cost ²		

	PROGRAM							TOTAL
	Project Recovery	Project Recovery - Perinatal	Daniel Bryant Youth & Family Treatment Center	CADA Santa Maria	ODS Non-NTP Medically Assisted Treatment (MAT)	Residential Treatment	SAPT & Friday Night Live / Club Live	
GROSS COST:	\$ 983,810	\$ 73,441	\$ 1,083,499	\$ 538,844	\$ 51,103	\$ 728,851	\$ 140,340	\$ 3,599,888
LESS REVENUES COLLECTED BY CONTRACTOR:								
PATIENT FEES	\$ 38,675		\$ 200			\$ 10,379		\$ 49,254
CONTRIBUTIONS	\$ 120,328		\$ 94,583	\$ 202,670			\$ 30,340	\$ 447,922
OTHER: GOVERNMENT FUNDING	\$ 178,973	\$ 3,500	\$ 224,800	\$ 148,400		\$ 4,472		\$ 560,145
OTHER: PRIVATE INSURANCE	\$ 6,396							\$ 6,396
OTHER: PROGRAM GRANTS			\$ 200,000					\$ 200,000
OTHER: MENTAL HEALTH SERVICES	\$ 24,378		\$ 61,379	\$ 55,774				\$ 141,531
TOTAL CONTRACTOR REVENUES	\$ 368,751	\$ 3,500	\$ 580,962	\$ 406,844	\$ -	\$ 14,851	\$ 30,340	\$ 1,405,248
MAXIMUM (NET) CONTRACT AMOUNT PAYABLE :	\$ 616,059	\$ 69,941	\$ 602,637	\$ 132,000	\$ 61,103	\$ 714,000	\$ 110,000	\$ 2,194,640

SOURCES OF BEHAVIORAL WELLNESS FUNDING FOR MAXIMUM CONTRACT AMOUNT**									
Drug Medi-Cal	Realignment/SAPT - Discretionary	Realignment/SAPT - Perinatal	Realignment/SAPT - Adolescent Treatment	Realignment/SAPT - Primary Prevention	CaWORKS ³	Other County Funds	FY21-22 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUND)	FY22-23 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUND)	FY23-24 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUND)
\$ 584,306	\$ 30,753	\$ 3,497	\$ 25,127				\$ 616,069	\$ 616,069	\$ 616,069
							\$ 69,941	\$ 69,941	\$ 69,941
							\$ 602,637	\$ 602,637	\$ 602,637
							\$ 132,000	\$ 132,000	\$ 132,000
							\$ 61,103	\$ 61,103	\$ 61,103
						\$ 5,000	\$ 714,000	\$ 714,000	\$ 714,000
							\$ 110,000	\$ 110,000	\$ 110,000
							\$ 2,194,640	\$ 2,194,640	\$ 2,194,640
							\$ 1,846,177	\$ 209,823	\$ 1,607,611
							\$ 396,000	\$ 163,309	\$ 2,142,000
							\$ 330,000	\$ 330,000	\$ 6,683,920

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CONTRACTOR SIGNATURE:

FISCAL SERVICES SIGNATURE:

***Funding sources are estimated at the time of contract execution and may be reallocated at Behavioral Wellness discretion based on available funding sources.
 **Projected Units of Service and Projected Number of Clients are estimated targets to assist CBO's in recovering full costs. Actual services provided and clients served may vary.
¹Rate schedule specific to FY 21-22 only. Rates for subsequent years will be based on the State approved schedule.
²Cost of Nalrexone tablets and Acamprosate dose is bundled in the rate for ODS Non-NTP Medically Assisted Treatment (MAT).
³Rates based on approved costs.
⁴CaWorks Rate based on approved costs.

**EXHIBIT B-1- MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(Applicable to program described in Exhibit A-7)**

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

CONTRACTOR NAME:

Council on Alcoholism and Drug Abuse

FISCAL YEAR: 2021-2024

Contracted Services(1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate (4)
Medi-Cal Billable Services	Outpatient Services	15	Targeted Case Management	Minutes	01	\$2.64
			Collateral	Minutes	10	\$3.41
			*MHS- Assessment	Minutes	30	\$3.41
			MHS - Plan Development	Minutes	31	\$3.41
			*MHS- Therapy (Family, Individual)	Minutes	11, 40	\$3.41
			MHS - Rehab (Family, Individual)	Minutes	12, 41	\$3.41
			Crisis Intervention	Minutes	70	\$5.06

	PROGRAM						TOTAL
	Carpinteria START						
GROSS COST:	\$ 155,940						\$155,940
LESS REVENUES COLLECTED BY CONTRACTOR:							
PATIENT FEES							\$ -
CONTRIBUTIONS	\$ 36,958						\$ 36,958
OTHER (LIST): Government Funding	\$ 10,000						\$ 10,000
TOTAL CONTRACTOR REVENUES	\$ 46,958	\$ -	\$ -	\$ -	\$ -		\$46,958
MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:	\$ 108,982	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 108,982

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)							
MEDI-CAL (3)	\$ 65,389						\$ 65,389
NON-MEDI-CAL							\$ -
SUBSIDY	\$ 43,593						\$ 43,593
OTHER (LIST):							\$ -
MAXIMUM 21-22 CONTRACT AMOUNT PAYABLE:	\$ 108,982	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 108,982
MAXIMUM 22-23 CONTRACT AMOUNT PAYABLE:	\$ 108,982	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 108,982
MAXIMUM 23-24 CONTRACT AMOUNT PAYABLE:	\$ 108,982	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 108,982
TOTAL CONTRACT AMOUNT PAYABLE:	\$ 326,946	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 326,946

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CONTRACTOR SIGNATURE:

Scott Whiteley

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FISCAL SERVICES SIGNATURE:

Christie Boyer

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- (1) Additional services may be provided if authorized by Director or designee in writing.
 - (2) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.
 - (3) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental and SB 163.
 - (4) CMA rate applies to FY 21-22. CMA rate may be adjusted in subsequent contract years as authorized by Director or designee.
- * MHS Assessment and MHS Therapy services may only be provided by licensed, registered or waived Mental Health clinicians, or graduate student interns under direct supervision of a licensed, registered or waived Mental Health clinician.

**EXHIBIT B-2
ENTITY BUDGET BY PROGRAM**

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

AGENCY NAME: Council on Alcoholism and Drug Abuse

COUNTY FISCAL YEAR(S): FY21-24

Gray Shaded cells contain formulas, do not overwrite

LINE #	COLUMN#	1	2	3	4	5	6	7	8	9	10	11	13
	I. REVENUE SOURCES:		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Project Recovery	Project Recovery - Perinatal	Daniel Bryant Youth & Family Treatment Center	CADA Santa Maria	ODS Non-NTP Medically Assisted Treatment (MAT)	Residential Treatment	SAPT & Friday Night Live / Club Live	DUI- PC1000	Carpinteria Start
1	Contributions		\$ 1,629,962	\$ 539,570	\$ 120,329		\$ 84,583	\$ 202,670			\$ 30,340	\$ 64,690	\$ 36,958
2	Foundations/Trusts		\$ 75,600	\$ 10,000			\$ 10,000						
3	Miscellaneous Revenue		\$ 200,000	\$ -									
4	Behavioral Wellness Funding		\$ 2,303,622	\$ 2,303,622	\$ 615,059	\$ 69,941	\$ 502,537	\$ 132,000	\$ 51,103	\$ 714,000	\$ 110,000		\$ 108,982
5	Other Government Funding		\$ 1,924,481	\$ 570,145	\$ 178,973	\$ 3,500	\$ 224,800	\$ 148,400		\$ 4,472			\$ 10,000
6	Private Insurance		\$ 6,396	\$ 6,396	\$ 6,396								
7	Other Program Grants		\$ 260,000	\$ 200,000			\$ 200,000						
8	Investment Income		\$ 296,682	\$ -									
9	Other (specify)			\$ -									
10	Total Other Revenue		\$ 6,696,743	\$ 3,629,733	\$ 920,757	\$ 73,441	\$ 1,021,920	\$ 483,070	\$ 51,103	\$ 718,472	\$ 140,340	\$ 64,690	\$ 155,940
	II. Client and Third Party Revenues:												
11	Client Fees		\$ 417,681	\$ 281,110	\$ 38,675		\$ 200			\$ 10,379		\$ 231,856	
12	Mental Health Services		\$ 144,936	\$ 141,531	\$ 24,378		\$ 61,379	\$ 55,774					
13	Rental & Miscellaneous Income		\$ 67,797	\$ -									
14	Total Client and Third Party Revenues		\$ 630,414	\$ 422,641	\$ 63,053	\$ -	\$ 61,579	\$ 55,774	\$ -	\$ 10,379	\$ -	\$ 231,856	\$ -
15	GROSS PROGRAM REVENUE BUDGET		\$ 7,327,157	\$ 4,052,374	\$ 983,810	\$ 73,441	\$ 1,083,499	\$ 538,844	\$ 51,103	\$ 728,851	\$ 140,340	\$ 296,546	\$ 155,940

III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Project Recovery	Project Recovery - Perinatal	Daniel Bryant Youth & Family Treatment Center	CADA Santa Maria	ODS Non-NTP Medically Assisted Treatment (MAT)	Residential Treatment	SAPT & Friday Night Live / Club Live	DUI- PC1000	Carpinteria Start
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III.A. Salaries and Benefits Object Level

16 Salaries (Complete Staffing Schedule)	4,133,455	\$ 2,219,873	\$ 568,422	\$ 44,434	\$ 571,821	\$ 331,650	\$ -	\$ 382,289	\$ 68,981	\$ 140,234	\$ 103,043
17 Employee Benefits	457,538	\$ 376,734	\$ 113,887	\$ 9,300	\$ 83,513	\$ 56,872	\$ -	\$ 63,291	\$ 12,813	\$ 23,031	\$ 14,027
18 Consultants		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19 Payroll Taxes	304,133	\$ 173,660	\$ 45,030	\$ 3,388	\$ 44,809	\$ 26,579	\$ -	\$ 28,836	\$ 5,260	\$ 11,835	\$ 7,923

15 GROSS PROGRAM REVENUE BUDGET \$ 7,327,157 \$ 4,052,374 \$ 983,810 \$ 73,441 \$ 1,083,499 \$ 538,844 \$ 51,103 \$ 728,851 \$ 140,340 \$ 296,546 \$ 155,940

III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Project Recovery	Project Recovery - Perinatal	Daniel Bryant Youth & Family Treatment Center	CADA Santa Maria	ODS Non-NTP Medically Assisted Treatment (MAT)	Residential Treatment	SAPT & Friday Night Live / Club Live	DUI - PC1000	Carpenteria Start
III.A. Salaries and Benefits Object Level											
16 Salaries (Complete Staffing Schedule)	4,133,455	\$ 2,219,873	\$ 568,422	\$ 44,434	\$ 571,821	\$ 331,650	\$ -	\$ 382,289	\$ 68,981	\$ 149,234	\$ 103,043
17 Employee Benefits	457,538	\$ 376,734	\$ 113,887	\$ 9,300	\$ 83,513	\$ 56,872	\$ -	\$ 63,291	\$ 12,813	\$ 23,031	\$ 14,027
18 Consultants		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19 Payroll Taxes	304,133	\$ 173,660	\$ 45,030	\$ 3,388	\$ 44,809	\$ 26,579	\$ -	\$ 28,836	\$ 5,260	\$ 11,835	\$ 7,923
20 Salaries and Benefits Subtotal	\$ 4,895,126	\$ 2,770,268	\$ 727,339	\$ 57,123	\$ 700,142	\$ 415,101	\$ -	\$ 474,416	\$ 87,054	\$ 184,101	\$ 124,993
III.B Services and Supplies Object Level											
21 Equipment Depreciation and Maintenance	\$ 163,668	\$ 82,792	\$ 19,382	\$ 572	\$ 26,166	\$ 540	\$ -	\$ 17,007	\$ 8,775	\$ 7,490	\$ 2,859
22 Medical, Dental and Laboratory Supplies		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23 Membership Dues	\$ 9,715	\$ 2,660	\$ 736	\$ 20	\$ 631	\$ 138	\$ -	\$ 350	\$ 218	\$ 527	\$ 40
24 Equipment Rental and Lease		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25 Clothing and Personal Supplies		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26 Food	\$ 38,914	\$ 38,914	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,914	\$ -	\$ -	\$ -
27 Laundry Services and Supplies		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28 Training	\$ 10,000	\$ 8,004	\$ 226	\$ -	\$ 1,721	\$ 5,136	\$ -	\$ 284	\$ 309	\$ 129	\$ 200
29 Telephone/Communications	\$ 86,813	\$ 54,498	\$ 8,895	\$ 539	\$ 14,173	\$ 10,836	\$ -	\$ 5,484	\$ 2,996	\$ 11,475	\$ 100
30 Depreciation - Structures and Improvements	\$ 163,769	\$ 117,662	\$ 17,565	\$ 549	\$ 70,606	\$ 947	\$ -	\$ 14,271	\$ 4,391	\$ 6,587	\$ 2,745
31 Insurance	\$ 80,266	\$ 46,554	\$ 12,843	\$ 401	\$ 12,843	\$ -	\$ -	\$ 10,435	\$ 3,211	\$ 4,816	\$ 2,007
32 Interest Expense		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
33 Maintenance - Structures, Improvements, and Grounds	\$ 85,000	\$ 74,807	\$ 13,760	\$ 864	\$ 23,531	\$ 14,866	\$ -	\$ 8,658	\$ 2,591	\$ 10,468	\$ 70
34 Office Expense	\$ 42,264	\$ 25,145	\$ 5,125	\$ 307	\$ 3,679	\$ 1,450	\$ -	\$ 6,094	\$ 541	\$ 7,780	\$ 170
35 Publications and Legal Notices	\$ 6,235	\$ 3,744	\$ 335	\$ 21	\$ 960	\$ 47	\$ -	\$ 624	\$ 323	\$ 1,434	\$ -
36 Rents & Leases - Land, Structure, and Improvements	\$ 35,880	\$ 29,730	\$ -	\$ -	\$ -	\$ 11,520	\$ -	\$ 17,640	\$ -	\$ 570	\$ -
37 Taxes and Licenses	\$ 9,991	\$ 9,991	\$ 1,964	\$ 4	\$ 1,967	\$ 21	\$ -	\$ -	\$ 15	\$ 6,020	\$ -
38 Drug Screening and Other Testing	\$ 9,777	\$ 9,777	\$ 2,558	\$ 593	\$ 6,222	\$ 404	\$ -	\$ -	\$ -	\$ -	\$ -
39 Utilities	\$ 44,630	\$ 29,793	\$ 5,262	\$ 336	\$ 4,296	\$ 1,649	\$ -	\$ 9,975	\$ 1,580	\$ 6,695	\$ -
40 Pharmaceutical		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41 Professional and Special Services	\$ 287,974	\$ 191,892	\$ 32,457	\$ 1,674	\$ 70,681	\$ 3,723	\$ 44,438	\$ 20,933	\$ 6,408	\$ 9,760	\$ 1,817
42 Transportation	\$ 9,648	\$ 9,648	\$ 4,800	\$ 840	\$ -	\$ -	\$ -	\$ 4,008	\$ -	\$ -	\$ -
43 Travel	\$ 1,803	\$ 1,346	\$ -	\$ -	\$ 661	\$ 507	\$ -	\$ 104	\$ 74	\$ -	\$ -
44 Gas, Oil, & Maintenance - Vehicles		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
45 Rents & Leases - Vehicles		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
46 Fundraising Expense	\$ 284,334	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
47 Program Supplies	\$ 110,710	\$ 16,580	\$ 2,240	\$ 19	\$ 3,895	\$ 1,676	\$ -	\$ 4,587	\$ 3,550	\$ 14	\$ 600
48 Services and Supplies Subtotal	\$ 1,481,391	\$ 753,536	\$ 128,148	\$ 6,739	\$ 242,031	\$ 53,459	\$ 44,438	\$ 159,368	\$ 34,981	\$ 73,765	\$ 10,608
49 III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
50		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
51 SUBTOTAL DIRECT COSTS	\$ 6,376,517	\$ 3,523,804	\$ 855,487	\$ 63,862	\$ 942,173	\$ 468,560	\$ 44,438	\$ 633,784	\$ 122,034	\$ 257,866	\$ 135,600
52 IV. INDIRECT COSTS											
53 Administrative Indirect Costs (Reimbursement limited to 15%)	950,640	\$ 528,570	\$ 128,323	\$ 9,579	\$ 141,326	\$ 70,284	\$ 6,665	\$ 95,068	\$ 18,305	\$ 38,680	\$ 20,340
54 GROSS DIRECT AND INDIRECT COSTS	\$ 7,327,157	\$ 4,052,374	\$ 983,810	\$ 73,441	\$ 1,083,499	\$ 538,844	\$ 51,103	\$ 728,851	\$ 140,340	\$ 296,546	\$ 155,940

**EXHIBIT B-3-ADP
SLIDING FEE SCALE**

**COUNTY OF SANTA BARBARA
ALCOHOL & DRUG PROGRAM
FEE SCHEDULE *
2021-2022**

**ANNUAL GROSS FAMILY INCOME
NUMBER OF DEPENDENTS**

FEE PER VISIT	1	2	3	4	5	6	7	8
5	12,880	17,420	21,960	26,500	31,040	35,580	40,120	44,660
10	17,200	21,740	26,280	30,820	35,360	39,900	44,440	48,980
15	21,520	26,060	30,600	35,140	39,680	44,220	48,760	53,300
20	25,840	30,380	34,920	39,460	44,000	48,540	53,080	57,620
25	30,160	34,700	39,240	43,780	48,320	52,860	57,400	61,940
30	34,480	39,020	43,560	48,100	52,640	57,180	61,720	66,260
35	38,800	43,340	47,880	52,420	56,960	61,500	66,040	70,580
40	43,120	47,660	52,200	56,740	61,280	65,820	70,360	74,900
45	47,440	51,980	56,520	61,060	65,600	70,140	74,680	79,220
50	51,760	56,300	60,840	65,380	69,920	74,460	79,000	83,540
55	56,080	60,620	65,160	69,700	74,240	78,780	83,320	87,860
60	60,400	64,940	69,480	74,020	78,560	83,100	87,640	92,180
65	64,720	69,260	73,800	78,340	82,880	87,420	91,960	96,500
70	69,040	73,580	78,120	82,660	87,200	91,740	96,280	100,820
75	73,360	77,900	82,440	86,980	91,520	96,060	100,600	105,140
80	77,680	82,220	86,760	91,300	95,840	100,380	104,920	109,460
85	82,000	86,540	91,080	95,620	100,160	104,700	109,240	113,780
90	86,320	90,860	95,400	99,940	104,480	109,020	113,560	118,100

**MONTHLY GROSS FAMILY INCOME
NUMBER OF DEPENDENTS**

FEE PER VISIT	1	2	3	4	5	6	7	8
5	1,073	1,452	1,830	2,208	2,587	2,965	3,343	3,722
10	1,433	1,812	2,190	2,568	2,947	3,325	3,703	4,082
15	1,793	2,172	2,550	2,928	3,307	3,685	4,063	4,442
20	2,153	2,532	2,910	3,288	3,667	4,045	4,423	4,802
25	2,513	2,892	3,270	3,648	4,027	4,405	4,783	5,162
30	2,873	3,252	3,630	4,008	4,387	4,765	5,143	5,522
35	3,233	3,612	3,990	4,368	4,747	5,125	5,503	5,882
40	3,593	3,972	4,350	4,728	5,107	5,485	5,863	6,242
45	3,953	4,332	4,710	5,088	5,467	5,845	6,223	6,602
50	4,313	4,692	5,070	5,448	5,827	6,205	6,583	6,962
55	4,673	5,052	5,430	5,808	6,187	6,565	6,943	7,322
60	5,033	5,412	5,790	6,168	6,547	6,925	7,303	7,682
65	5,393	5,772	6,150	6,528	6,907	7,285	7,663	8,042
70	5,753	6,132	6,510	6,888	7,267	7,645	8,023	8,402
75	6,113	6,492	6,870	7,248	7,627	8,005	8,383	8,762
80	6,473	6,852	7,230	7,608	7,987	8,365	8,743	9,122
85	6,833	7,212	7,590	7,968	8,347	8,725	9,103	9,482
90	7,193	7,572	7,950	8,328	8,707	9,085	9,463	9,842

*For multi-year contracts, annual fee schedule will be provided to contractor as it becomes available.

**For families/household with more than 8 persons, add \$4,540 for each additional person.

EXHIBIT C
STANDARD
INDEMNIFICATION
AND
INSURANCE PROVISIONS

EXHIBIT C
INDEMNIFICATION AND INSURANCE REQUIREMENTS
(For Professional Contracts version 2014.04.04)

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 prohibited by law. Contractor's indemnification obligation applies to County's active as well as passive negligence but does not apply to County's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

B. Other Insurance Provisions

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

1. **Additional Insured** – County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
4. **Waiver of Subrogation Rights** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A-VII”.
7. **Verification of Coverage** – Contractor shall furnish the County with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Contractor shall furnish evidence of renewal of coverage throughout the term of the Agreement. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by County as a material breach of contract.
9. **Subcontractors** – Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

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

EXHIBIT D
CERTIFICATIONS REGARDING
LOBBYING

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

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

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

Scott Whiteley

Name of Contractor

Printed Name of Person Signing for Contractor

Contract / Grant Number

Scott Whiteley

Signature of Person Signing for Contractor

5/25/2021

Executive Director

Date

Title

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

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

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

Attachment 2

Approved by OMB

CERTIFICATION REGARDING LOBBYING

0718 0045

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

(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance 	<p>2. Status of Federal Action:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award 	<p>3. Report Type:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <p>For Material Change Only: Year ____ Quarter ____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known: <p>Congressional District If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District If known:</p>	
<p>6. Federal Department Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a last name, first name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p>	
	<p>Print Name: _____</p>	
	<p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (a) Enter the full names of the Individual(s) performing services, and include full address if different from 10.
 - (b) Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number

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

**EXHIBIT E ADP
PROGRAM GOALS, OUTCOMES, AND MEASURES**

Program Evaluation Adult/TAY - Outpatient Services and Intensive Outpatient Services*				
Program Goals		Outcomes	Measures Outpatient L1.0	Measures Intensive Outpatient L2.1
Successful SUD treatment and recovery	1	Adults <u>initiated</u> treatment	80%	80%
	2	Adults immediately <u>dropped out</u> of treatment	<6%	<6%
	3	Adults <u>engaged</u> in treatment	75%	60%
	4	Adults <u>retained</u> in treatment	45%	30%
	5	Adults Successfully <u>completed</u> treatment	50%	35%

Program Evaluation Adolescent - Outpatient Services and Intensive Outpatient Services*				
Program Goals		Outcomes	Measures Outpatient L1.0	Measures Intensive Outpatient L2.1
Successful SUD treatment and recovery	1	Youth <u>initiated</u> treatment	80%	80%
	2	Youth immediately <u>dropped out</u> of treatment	<6%	<6%
	3	Youth <u>engaged</u> in treatment	75%	60%
	4	Youth <u>retained</u> in treatment Successful SUD treatment and recovery	45%	30%
	5	Successful SUD treatment and recovery	50%	35%

Program Evaluation Perinatal - Outpatient Services L1.0 and Intensive Outpatient Services L2.0*			
Program Goals		Outcomes	Measures
Successful SUD treatment and recovery	1	Clients <u>abstinence</u> at discharge/drug free births	100%
	2	Clients successfully <u>completed</u> treatment	70%

Program Evaluation Residential Treatment – Non-perinatal*			
Program Goals		Outcomes	Measures
Successful SUD treatment and recovery	1	Clients <u>initiated</u> treatment	80%
	2	Clients immediately <u>dropped out</u> of treatment	<2%
	3	Clients <u>engaged</u> in treatment	60%
	4	Clients primary drug <u>abstinence</u> at discharge	80%
	5	Clients <u>transferred</u> to treatment/lower level of care within 14 days	15%

Program Evaluation Withdrawal Management			
Program Goals		Outcomes	Measures
Successful SUD treatment and recovery	1	Clients immediately <u>dropped out</u> of treatment	<4%
	2	Clients successfully <u>completed**</u> treatment	50%
	3	Clients primary drug <u>abstinence</u> at discharge	100%
	4	Clients <u>transferred</u> to treatment/lower level of care within 14 days of discharge	30%
	5	Clients <u>re-admission</u> within 14 days	95%
	6	Clients <u>re-admission</u> within 30 days	75%

*Behavioral Wellness expects treatment providers to offer clients who have completed treatment Recovery Services (aftercare), when medically necessary. The goal is that 75% of Recovery Services clients will successfully complete their Recovery Services treatment plan.

**Detoxification does not constitute complete treatment. A successful detoxification service is measured in part by the engagement of the client in further treatment. Providers are expected to make every effort to refer and connect clients to another level of treatment once they have completed detoxification. For clients who have gone through detoxification, as planned by the provider, and who are being referred for additional treatment services, providers must use discharge code 3 – Left Before Completion with Satisfactory Progress – Referred. Neither discharge code 1 nor discharge code 2 can be used for detoxification discharges. Behavioral Wellness expects treatment providers to offer clients who have completed treatment Recovery Services (aftercare), when medically necessary. The goal is that 75% of Recovery Services clients will successfully complete their Recovery Services treatment plan.

Program Evaluation Friday Night Live and Club Live *			
Program Goals		Outcomes	Measures
Provide youth- driven Friday Night Live chapters throughout Santa Barbara County	1	Achieve FNL performance expectations	=> 90% of program expectations met
	2	Demonstrate impact on community	=> 5% change in Media Recognition and Recall Survey
	3	Demonstrate impact on alcohol retailers	=>5% change in Retailer Survey

Contractor and County may amend the program goals, outcomes, and/or measures described in this Exhibit E ADP by agreement. Amendments to this Exhibit E ADP shall be agreed to in writing by Contractor and the Director of the Department of Behavioral Wellness or designee. Such amendments do not alter the Maximum Contract Amount and do not require an amendment to this Agreement.

**EXHIBIT E MHS
PROGRAM GOALS, OUTCOMES, AND MEASURES**

Program Evaluation START		
Program Goals	Outcomes	CADA (all outcomes are in %)
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. Psychiatric inpatient admissions	≤ 5
	C. Physical health hospitalizations	N/A
	D. Physical health emergency care	N/A
2. Assist clients in their mental health recovery process and with developing the skills necessary to lead healthy and productive lives in the community	A. Stable/permanent housing	≥ 95
	B. Engaged in purposeful activity (educational, vocational, volunteer)	≥ 95
	C. Of those who discharged (#dc = denominator): % who transitioned to a lower level of care (or graduated/discharged bc care no longer needed or medical necessity not met)	≤ 15
	D. Of those who discharged (#dc = denominator): % who transitioned to a lower level of care (or graduated/discharged bc care no longer needed or medical necessity not met)	≥ 85
	E. Incidents requiring a higher level of supervision	N/A
	F. Percent of clients who "showed improvement" on the Milestones of Recovery (MORS)	N/A
3. Provide mental health (and/or substance abuse) services for children and their families in order to prevent out-of-home and out-of-county placements	A. New out-of-primary home placements (county & out-of-county)	≤ 5
	B. CANS (% completed)	100
	C. CANS Improvement in 3+ Domains (report % positive change by domain)	≥ 10 (In 3 of six)
	D. PSC (% completed)	100
	E. Other	N/A

Contractor and County may amend the program goals, outcomes, and/or measures described in this Exhibit E MHS by agreement. Amendments to this Exhibit E MHS shall be agreed to in writing by Contractor and the Director of the Department of Behavioral Wellness or designee. Such amendments do not alter the Maximum Contract Amount and do not require an amendment to this Agreement.