

# **Attachment A**

**SYTHC MOU**

**FY 2024-27**

MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF SANTA BARBARA  
DEPARTMENT OF BEHAVIORAL WELLNESS

AND

SANTA YNEZ BAND OF CHUMASH INDIANS  
ON BEHALF OF ITS  
SANTA YNEZ TRIBAL HEALTH CLINIC

FOR

TRADITIONAL HEALTH CARE PRACTICES  
BENEFIT IMPLEMENTATION

## MEMORANDUM OF UNDERSTANDING FOR SERVICES

**THIS MEMORANDUM OF UNDERSTANDING** (hereafter MOU) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and the Santa Ynez Band of Chumash Indians, a federally recognized Indian tribe, on behalf of its Santa Ynez Tribal Health Clinic (hereafter SYTHC) with an address at 90 Via Juana Rd, Santa Ynez, CA 93460 wherein SYTHC agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, California Advancing and Innovating Medi-Cal (CalAIM) is a multi-year initiative by the Department of Health Care Services (DHCS) to improve the quality of life and health outcomes of our population by implementing broad delivery system, program, and payment reforms across Medi-Cal. California received federal approval of a Section 1115(a) Demonstration Amendment (No. 11-W-00193/9 and 21-W-00077/0) to cover traditional health care practices as part of the Medicaid and Children's Health Insurance Program (CHIP) programs, for members eligible to receive covered services through the Drug Medi-Cal Organized Delivery System (DMC-ODS).

**WHEREAS**, COUNTY, as a DMC-ODS approved provider, shall provide coverage for traditional health care practices received through Indian Health Service (IHS) facilities, facilities operated by Tribes or Tribal organizations (Tribal Facilities) under the Indian Self-Determination and Education Assistance Act, and facilities operated by urban Indian organizations (UIO facilities) under Title V of the Indian Health Care Improvement Act to Medi-Cal members who receive covered services delivered by or through these facilities and meet DMC-ODS access criteria.

**WHEREAS**, members eligible for Traditional Health Care practices are defined in the BHIN 25-036 as American Indians or Alaska Natives who are enrolled in Medi-Cal or Children's Health Insurance Program (CHIP) in a DMC-ODS County; are able to receive services delivered by or through an Indian Health Care Provider (IHCP), as determined by the facility; and meet DMC-ODS access criteria (herein known as Member).

**WHEREAS**, SYTHC represents that it is specially trained, skilled, experienced, and competent to perform the special services recognized under CalAIM Section 1115 and the COUNTY desires to support these services of SYTHC 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**

The Director of Behavioral Wellness, at phone number 805-681-5220 is the representative of COUNTY and will administer this MOU for and on behalf of COUNTY. Rita Gonsalves, Executive Director, at phone number 805-694-2650 is the authorized representative for SYTHC. 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 MOU 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 SYTHC: Director  
Santa Ynez Tribal Health Clinic  
90 Via Juana Lane  
Santa Ynez, CA 93460  
Fax: 805-694-2750

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**

SYTHC agrees to provide services to Member in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

**4. TERM**

SYTHC shall commence performance on 04/14/2025 and end performance upon completion, but no later than 12/31/2026 unless otherwise directed by County or DHCS or unless earlier terminated.

**5. COMPENSATION OF SYTHC**

In full consideration for SYTHC's services, SYTHC shall be paid for performance under this MOU in accordance with the specific terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made as outlined in section V, which shall include the MOU number assigned by COUNTY and which is delivered to the address given in Section 2, "NOTICES" above following completion of the increments identified in EXHIBIT B. Unless otherwise specified in EXHIBIT B, payment shall be net thirty (30) days from submission of invoice.

## **6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that SYTHC (including any and all of its officers, agents, and employees), shall perform all of its services under this MOU as an independent provider 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 SYTHC shall perform its work and function. However, COUNTY shall retain the right to rely on this MOU so as to verify that SYTHC is performing its obligations in accordance with the terms and conditions hereof. SYTHC 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. SYTHC shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, SYTHC shall be solely responsible and save COUNTY harmless from all matters relating to payment of SYTHC's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this MOU, SYTHC may be providing services to others unrelated to the COUNTY or to this MOU.

## **7. STANDARD OF PERFORMANCE**

SYTHC represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this MOU. Accordingly, SYTHC shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which SYTHC is engaged. SYTHC shall correct or revise any errors or omissions, at COUNTY or DHCS's request without additional compensation. Permits and/or licenses shall be obtained and maintained by SYTHC without additional compensation.

## **8. DEBARMENT AND SUSPENSION**

SYTHC 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. SYTHC certifies that it shall not contract with a subcontractor that is so debarred or suspended.

## **9. TAXES**

SYTHC shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this MOU and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on SYTHC's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, SYTHC agrees to promptly reimburse COUNTY for the full value of such paid taxes. 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**

SYTHC covenants that SYTHC 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 MOU. SYTHC further covenants that in the performance of this MOU, no person having any such interest shall be employed by SYTHC. SYTHC must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by SYTHC if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to SYTHC in writing.

#### **11. OWNERSHIP OF DATA, DOCUMENTS AND INTELLECTUAL PROPERTY**

All right, title, and interest in and to Tribal data, including without limitation, protected health information (PHI), clinical records, operational records, reports, analyses, and any data derived therefrom, shall remain the sole property of the SYTHC.

COUNTY shall own only those claims-submission forms and supporting documentation specifically required to be submitted to COUNTY for purposes of processing and paying claims under this MOU ("Claims Materials"). Ownership of Claims Materials shall not extend to underlying PHI, clinical records, Tribal systems data, derivative data, or data maintained for Tribal operational, compliance, or governance purposes.

COUNTY is granted a limited, non-exclusive right to use Claims Materials solely as necessary to administer, audit, and reimburse claims under this MOU. No other ownership rights, licenses, or rights of reuse are granted or implied.

#### **12. PUBLICITY OR ENDORSEMENT**

- A. SYTHC and COUNTY shall not use the other party's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials without express written permission of the other party.
- B. SYTHC and COUNTY shall not use the other party's name or logo in any manner that would give the appearance that either party is endorsing the other.
- C. Neither party shall in any way contract on behalf of or in the name of the other party.
- D. Except as provided under this Section 12 (Publicity or Endorsement) neither party shall release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning SYTHC or the COUNTY or its projects, without obtaining the prior written approval of the other party.
- E. With prior written approval of the other party, SYTHC or the COUNTY may release informational pamphlets or notices concerning the services covered in this MOU and that of which are printed directly from the following COUNTY website: Behavioral Wellness | Santa Barbara County, CA - Official Website. .

#### **13. COUNTY PROPERTY AND INFORMATION (RESERVED)**

#### **14. RECORDS, AUDIT, AND REVIEW**

SYTHC must keep business records pursuant to this MOU as would be kept by a reasonably prudent practitioner of SYTHC's profession and shall maintain such records for at least four (4) years following the termination of this MOU. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records that relate to the performance of this MOU during SYTHC's regular business hours upon thirty (30) days written notice. In addition, SYTHC may be subject to the examination and audit of the California State Auditor, at the request of the STATE or as part of any

audit of the COUNTY, for a period of three (3) years after final payment under the MOU (Cal. Govt. Code Section 8546.7). Upon receiving a thirty-day written notice, SYTHC agrees to participate in good faith in any audits and reviews, whether by COUNTY or the State..

**15. INDEMNIFICATION AND INSURANCE**

SYTHC 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 SYTHC that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this MOU and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and SYTHC agrees to comply with said ordinance. This section may not apply insofar as SYTHC is permitted by applicable Tribal and federal law to apply Indian preference.

**17. NONEXCLUSIVE AGREEMENT**

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

**18. NON-ASSIGNMENT**

SYTHC shall not assign, transfer or subcontract this MOU or any of its rights or obligations under this MOU 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 SYTHC, terminate this MOU in whole or in part in accordance with this section 19 for convenience, for nonappropriation of funds, or because of the failure of SYTHC to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this MOU in whole or in part upon thirty (30) days' written notice to SYTHC.
2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this MOU, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payment in the fiscal year(s) covered by the term of this MOU, COUNTY shall provide reasonable notice to SYTHC of such occurrence. COUNTY may then proceed to terminate or suspend this MOU in whole or in part. . Subsequent to termination of this MOU under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should SYTHC default in the performance of this MOU or materially breach any of its provisions, COUNTY may terminate or suspend this MOU in whole or in part if such breach is not remedied by SYTHC within thirty (30) days of written notice to . Following the issuance of the thirty-day written notice and failure to remedy the breach, SYTHC 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 SYTHC, unless the notice directs otherwise.
- B. **By SYTHC.** Should COUNTY fail to pay SYTHC all or any part of the payment set forth in EXHIBIT B, SYTHC may terminate this MOU if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment. SYTHC may also terminate this MOU for convenience by providing thirty (30) days' written notice to the County.
- C. Upon termination, SYTHC shall deliver to COUNTY data required to submit services for claims processing by SYTHC, in performing this MOU, whether completed or in process, except such items as SYTHC may deem . Notwithstanding any other payment provision of this MOU, COUNTY shall pay SYTHC 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 SYTHC be paid an amount in excess of the full price under this MOU nor for profit on unperformed portions of service. SYTHC shall furnish to COUNTY such financial information as in the judgment of COUNTY is reasonably necessary to determine the reasonable value of the services rendered by SYTHC. In the event of a dispute as to the reasonable value of the services rendered by SYTHC.

## **20. SECTION HEADING**

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

## **21. SEVERABILITY**

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

## **22. REMEDIES NOT EXCLUSIVE**

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

**23. TIME IS OF THE ESSENCE**

**24. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY or SYTHC 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 MOU to COUNTY or SYTHC shall be exercised from time to time and as often as may be deemed expedient by each party.

**25. ENTIRE MOU AND AMENDMENT**

In conjunction with the matters considered herein, this MOU, including the Exhibits, contain the entire understanding and agreement of the parties and there have been no promises, representations, 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 MOU may be altered, amended or modified only by an instrument in writing, executed by the parties to this MOU and by no other means. Each party waives their future right to claim, contest or assert that this MOU was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**26. SUCCESSORS AND ASSIGNS**

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

**27. COMPLIANCE WITH LAW**

SYTHC shall, at its sole cost and expense, comply with all applicable County, State and Federal laws now in force or which may hereafter be in force with regard to this MOU.

**28. CALIFORNIA LAW AND JURISDICTION (Reserved)**

**29. EXECUTION OF COUNTERPARTS**

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

**30. AUTHORITY**

All signatories and parties to this MOU warrant and represent that they have the power and authority to enter into this MOU 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 MOU have been fully complied with. Furthermore, by entering into this MOU, SYTHC hereby warrants that it shall not have breached the terms or

conditions of any other contract or agreement to which SYTHC is obligated, which breach would have a material effect hereon.

**31. SURVIVAL**

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

**32. PRECEDENCE**

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

**33. BUSINESS ASSOCIATE (Reserved)**

**34. SOVEREIGN IMMUNITY**

Nothing in this MOU is intended to nor shall be construed as a waiver of the sovereign immunity of the Santa Ynez Band of Chumash Indians (and such immunity that extends to its officers, employees, agents, and volunteers and includes the SYTHC), which sovereign immunity is hereby expressly asserted.

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

- A. SYTHC shall comply with the requirements of 2 Code of Federal Regulations (C.F.R.) parts 200 and 300 and 45 Code of Federal Regulations part 75, which are incorporated herein by reference.
- B. SYTHC shall include these requirements in all subcontracts to perform work under this MOU.

**36. MANDATORY DISCLOSURES**

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

- B. SYTHC shall include these requirements in all subcontracts to perform work under this MOU.
- C. SYTHC shall also comply with the disclosure provisions set forth below in Section 40 (Byrd Anti-Lobbying Amendment) and EXHIBIT A-1 General Provisions to this MOU.

**37. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

- A. SYTHC is prohibited from obligating or expending loan or grant funds to:
  - 1. Procure or obtain covered telecommunications equipment or services;
  - 2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
  - 3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- B. As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:
  - 1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  - 2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - 3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
  - 4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the United States Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C. For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- D. In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement

equipment or services, and to ensure that communications service to users and customers is sustained.

- E. SYTHC certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. SYTHC and its subcontractors are not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.
- F. For additional information, see section 889 of Public Law 115-232 and 2 Code of Federal Regulations section 200.471.
- G. SYTHC shall include these requirements in all subcontracts to perform work under this MOU.

### **38. DOMESTIC PREFERENCES FOR PROCUREMENTS**

- A. SYTHC should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products).
- 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.
- C. SYTHC shall include these requirements in all subcontracts to perform work under this MOU.

### **39. PROCUREMENT OF RECOVERED MATERIALS**

- A. SYTHC shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 United States Code section 6962. The requirements of section 6002 include procuring only items designated in guidelines of the United States Environmental Protection Agency (EPA) at 40 Code of Federal Regulations part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that

maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- B. SYTHC should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.
- C. SYTHC shall include these requirements in all subcontracts to perform work under this MOU.

**40. BYRD ANTI-LOBBYING AMENDMENT** (Applicable to federally funded agreements in excess of \$100,000.)

**A. Certification and Disclosure Requirements.**

1. SYTHC must file a certification (in the form set forth in EXHIBIT D, Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that SYTHC has not made and will not make any payment prohibited by subsection B (Prohibition) of this Section (Byrd Anti-Lobbying Amendment).
2. SYTHC must file a disclosure (in the form set forth in EXHIBIT D, Attachment 2, entitled “Standard Form-LLL ‘Disclosure of Lobbying Activities’”) if SYTHC has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant which would be prohibited under subsection B (Prohibition) of this Section (Byrd Anti-Lobbying Amendment) if paid for with appropriated funds.
3. SYTHC must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by SYTHC under subsection A.2. of this Section (Byrd Anti-Lobbying Amendment). An event that materially affects the accuracy of the information reported includes:
  - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - ii. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
  - iii. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action.
4. SYTHC shall require all lower tier subcontractors to certify and disclose to the next tier above.
5. All disclosure forms shall be forwarded from tier to tier until received by County.

- B. Prohibition.** Section 1352 of title 31 of the United States Code provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.
- C.** SYTHC shall include these requirements in all lower tier subcontracts exceeding \$100,000 to perform work under this MOU.

**41. CLEAN AIR ACT** (Applicable to federally funded agreements in excess of \$150,000.)

- A.** SYTHC agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 United States Code section 7401 et seq.
- B.** SYTHC agrees to report each violation to the California Environmental Protection Agency (CalEPA) and understands and agrees that CalEPA will, in turn, report each violation as required to assure notification to County, the federal agency which provided funds in support of this MOU, and the appropriate Environmental Protection Agency Regional Office.
- C.** SYTHC shall include these requirements in all subcontracts exceeding \$150,000 to perform work under this MOU.

**42. FEDERAL WATER POLLUTION CONTROL ACT** (Applicable to federally funded agreements in excess of \$150,000.)

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

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SIGNATURE PAGE TO FOLLOW**

**SIGNATURE PAGE**

Memorandum of Understanding between the **County of Santa Barbara** and the **Santa Ynez Band of Chumash Indians** on behalf of its **Santa Ynez Tribal Health Clinic**.

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
BOB NELSON, CHAIR,  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_  
**SANTA YNEZ BAND OF  
CHUMASH INDIANS:**

By: \_\_\_\_\_  
Authorized Representative  
Name: Kenneth Kahn  
Title: Tribal Chairman

**APPROVED AS TO FORM:**

Rachel Van Mullen,  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING  
FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

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

**RECOMMENDED FOR  
APPROVAL:**

Department of Behavioral  
Wellness

DocuSigned by:  
By: Antonette "Toni" Navarro  
2095C5A16FE1474...  
ANTONETTE NAVARRO,  
LMFT, DIRECTOR

**APPROVED AS TO FORM: RISK**

MARISSA KAHN  
Liability and Insurance Manager

Signed by:  
By: Marisa Kahn  
DF54F5C86F0C41A...  
LIABILITY AND  
INSURANCE MANAGER

**SIGNATURE PAGE**

Memorandum of Understanding between the **County of Santa Barbara** and the **Santa Ynez Band of Chumash Indians** on behalf of its **Santa Ynez Tribal Health Clinic**.

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: \_\_\_\_\_

Deputy Clerk


**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_

BOB NELSON, CHAIR,  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

**SANTA YNEZ BAND OF CHUMASH INDIANS:**

By:  Digitally signed by Kennet Kahn  
Date: 2026-02-27 13:52-08:00

Authorized Representative

Name: Kenneth Kahn

Title: Tribal Chairman

**APPROVED AS TO FORM:**

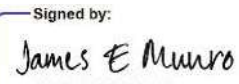
Rachel Van Mullen,  
County Counsel

By: \_\_\_\_\_

Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

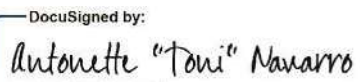
Betsy M. Schaffer, CPA  
Auditor-Controller

By:  Signed by: James E. Munro  
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Deputy

**RECOMMENDED FOR APPROVAL:**

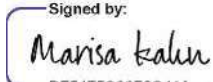
Department of Behavioral  
Wellness

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

ANTONETTE NAVARRO,  
LMFT, DIRECTOR

**APPROVED AS TO FORM: RISK**

MARISSA KAHN  
Liability and Insurance Manager

By:  Signed by: Marissa Kahn  
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LIABILITY AND  
INSURANCE MANAGER

**SIGNATURE PAGE**

Memorandum of Understanding between the **County of Santa Barbara** and the **Santa Ynez Band of Chumash Indians** on behalf of its **Santa Ynez Tribal Health Clinic**.

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: \_\_\_\_\_

Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_

BOB NELSON, CHAIR,  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

**SANTA YNEZ BAND OF CHUMASH INDIANS:**

By: \_\_\_\_\_

Authorized Representative

Name: Kenneth Kahn

Title: Tribal Chairman

**APPROVED AS TO FORM:**

Rachel Van Mullen,  
County Counsel

Signed by:  
By: Bo Bae

48A252DEFFB3466  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

Signed by:  
By: James E Munro

02BA147EE6A84DE  
Deputy

**RECOMMENDED FOR APPROVAL:**

Department of Behavioral  
Wellness

DocuSigned by:  
By: Antonette "Toni" Navarro

2095E7A18F6C1474  
ANTONETTE NAVARRO,  
LMFT, DIRECTOR

**APPROVED AS TO FORM: RISK**

MARISSA KAHN  
Liability and Insurance Manager

Signed by:  
By: Marisa Kahn

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LIABILITY AND  
INSURANCE MANAGER

# **EXHIBIT A**

# **STATEMENT OF WORK**

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**EXHIBIT A-1**  
**GENERAL PROVISIONS**

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The following provisions shall apply to all program(s) operated under this MOU, included as Exhibit(s) A-2, as though separately set forth in the scope of work specific to each program.

**1. PERFORMANCE.**

- A.** This MOU shall be governed by and construed in accordance with California Behavioral Health Information Notice (BHIN) 25-036;
- B.** SYTHC shall comply with the following as applicable:
  - 1. All Medicaid laws, regulations including sub-regulatory guidance, and contract provisions;
  - 2. 42 Code of Federal Regulations (C.F.R.) section 438.900 et seq. regarding parity in mental health and substance use disorder benefits;
  - 3. All laws and regulations relating to members’ rights including Welfare and Institutions Code (Welf. & Inst. Code) section 5325, 9 California Code of Regulations (Cal. Code Regs.) sections 862 through 868, and 42 Code of Federal Regulations section 438.100; and
  - 4. Policy letters issued by DHCS subsequent to the effective date of this MOU shall provide clarification of Contractor’s obligations pursuant to this MOU.
- C.** SYTHC shall comply with:
  - 1. All applicable BHINs as referenced and applicable to BHIN 25-036, regulations, policy letters, and guidance.

**2. STAFF.**

- A.** SYTHC staff providing direct services to members shall be trained and skilled at and provided with the required supervision of service delivery in working with persons with behavioral health conditions.
- B.** SYTHC 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 MOU 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 MOU with access to the Behavioral Wellness electronic health record shall be reviewed and approved by Behavioral Wellness Quality Care Management (QCM) Division, in accordance with *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*.
- D.** SYTHC and its staff shall use SYTHC’s business email domain to log into the Behavioral Wellness electronic health record.
- E.** SYTHC shall notify COUNTY through the ServiceNow CBO Onboarding/Offboarding Portal within one business day for the unexpected termination of staff when staff

separates from employment or is terminated from working under this MOU, or within one week of the expected last day of employment or for staff planning a formal leave of absence.

3. **STAFFING DEFINITIONS (Reserved)**
4. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATIONS.**
  - A. **Obtain and Maintain Required Credentials.** (RESERVED)
  - B. **Enrollment with DHCS as Medicaid Provider.** SYTHC 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. **Pre-Registration Requirements for New AOD Counselors.** (RESERVED)
  - D. **Confirmation of Staff Licensure/Certification.** (RESERVED)
5. **REPORTS (Reserved)**
6. **DRUG MEDI-CAL VERIFICATION (Reserved)**
7. **CONFIDENTIALITY (Reserved)**
8. **MEMBER AND FAMILY MEMBER EMPOWERMENT (Reserved)**
9. **CULTURAL COMPETENCE (Reserved)**
10. **COMPLIANCE PROGRAM (Reserved)**
11. **NOTIFICATION REQUIREMENTS (Reserved)**
12. **MONITORING (Reserved)**
13. **COLLABORATIVE MEETINGS (Reserved)**
14. **ADDITIONAL PROGRAM REQUIREMENTS (Reserved)**
15. **SIGNATURE PAD (Reserved)**
16. **DEFINITIONS (RESERVED)**
17. **GENERAL FISCAL AUDIT REQUIREMENTS (Reserved)**
18. **STATE CONTRACT COMPLIANCE FOR ALL CONTRACT SERVICES (Reserved)**
19. **ADDITIONAL STATE CONTRACT COMPLIANCE REQUIREMENTS (Reserved)**
20. **ADDITIONAL REQUIREMENTS FOR SUBG FUNDED SERVICES. (Reserved)**

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**EXHIBIT A-2**  
**TRADITIONAL HEALER and NATURAL HELPER SERVICES**

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- 1. PROGRAM SUMMARY.** The SYTHC shall provide Traditional Healer and Natural Helper Services (collectively, “traditional health care practices”) to members to support prevention and early intervention of members with or at risk of substance use disorder (hereafter, the “Program”). As more fully described below in Section 3 (Services), treatment services shall include: Assessment to determine Program services, Traditional Health Care Practices, coordination of adjunct services, evidence-based and complimentary practices, as applicable and in accordance with applicable state and federal requirements including California Department of Health Care Services (“DHCS”) Behavioral Health Information Notice (“BHIN”) 25-036, 22-053. As more fully described below in Section 4 (Members), members shall include self-identified American Indian/Alaskan Native (“AI/AN”) adults and youth in accordance with applicable state and federal requirements including BHIN 22-053.

The Program will be located at:

- A. 90 Via Juana Road, Santa Ynez, CA 93460 (Main Clinic)
  - B. 62 Via Juana Road, Santa Ynez, CA 93460 (Trailer)
  - C. 680 Alamo Pintado Road, Suite 202, Solvang, CA 93463 (Behavioral Health Building)
- 2. PROGRAM GOALS.** The goals of the Program are to:
- A. Provide traditional health care practices to support Santa Barbara County AI/AN members in alignment with members’ cultural beliefs for the treatment and recovery from their substance use disorders;
  - B. Introduce members to an ongoing process of recovery designed to reduce harm and achieve total abstinence from substance misuse;
  - C. Promote self-sufficiency and empower members with substance use disorders to become productive and responsible members of the community; and
  - D. Reduce recidivism and increase community safety.
- 3. SERVICES.** SYTHC shall provide the following Program services components to members consistent with access criteria and assessment:
- A. **Assessment**
    - 1. **Initial Assessment.** An initial assessment shall determine the suitability of Traditional Healer/Natural Helper Services. An initial assessment may be completed for any member requesting treatment after an absence of greater than six (6) months.
  - B. **Traditional Health Care Practices.** Traditional Healer and Natural Helper Services are initiated through a referral, engaged in an initial assessment, and offered in combination with adjunct services, as required by DHCS.
    - 1. **Traditional Healer Services.** Traditional Healer Services include but are not limited to music therapy (traditional music and songs, dancing, drumming), spirituality (ceremonies, rituals, herbal remedies) and other integrative

approaches. Traditional Healer services may include both individual and group services.

2. **Natural Helper Services.** Natural Helper services may assist with navigational support, psychosocial skill building, self-management. And trauma support to individuals that restore the health of the eligible member. Natural Helper services may include both individual and group services.
3. Traditional health care practices shall be delivered in a way that aligns with the members’ cultural beliefs and personal preferences and may be provided through a combination of in-person or telehealth, as applicable and in accordance with BHIN 23-018, as appropriate.

**C. Coordination of Adjunct Services.** Members receiving traditional health care practices are provided with access to adjunct services, as needed and desired, to ensure comprehensive identification and treatment of their varying needs. SYTHC shall comply with coordination of adjunct services as laid out in the Opt-in application provided to DHCS. Adjunct Services include, but are not limited to:

1. Access to a comprehensive American Society of Addiction Medicine (“ASAM”) assessment to identify other substance use disorder needs;
2. Access to medications for addiction treatment (“MAT”) services; and
3. Access to other Drug Medi-Cal Organized Delivery System (“DMC-ODS”) services.
4. Access to referral to call BWell Access Line, to be screened for DMC-ODS treatment services.

**D. Evidence-Based Practices and Complementary Practices**

1. **Evidence-Based Practices (EBPs).** SYTHC shall implement at least two (2) Evidence-Based Practices (EBPs) in conjunction with traditional services, and include but are not limited to:
  - a. **Motivational Interviewing (MI).** Traditional Healers will utilize MI techniques, such as active listening, reflective questioning, and goal setting, to engage members in a process of self-exploration and commitment to recovery.
  - b. **Relapse Prevention (RP).** Traditional Healers will provide counseling on relapse prevention, incorporating cultural practices like storytelling, ceremonies, and community support to strengthen coping mechanisms.
  - c. **Cognitive Therapy.**
  - d. **Trauma-Informed Treatment.**
  - e. **Psycho-Education.**
2. **Complementary Practices.** Complementary Practices are culturally defined adapted practices, Community Defined Evidence Practices, and/or culturally promising practices that have been shown to be effective for the population(s) and shall be used when EBPs are not available to the population(s) of focus.

4. **MEMBERS.** SYTHC shall provide services as described in Section 3 (Services) to members referred by sources described in Section 5 (Referrals), up to the funding levels projected

in Exhibit B-1 for this Program. Traditional healthcare practices are covered, as defined in BHIN 25-036, for Medical members who:

- A. Are enrolled in Medi-Cal in this County;
- B. Able to receive services delivered by or through SYTHC, as determined by SYTHC;
- C. Meet DMC-ODS access criteria.

**5. REFERRALS.** Members may self-refer or be referred to Program services by a Program team member, case manager, or clinician or a community provider.

- A. For referrals initiated by a Program team member or SYTHC medical, dental, behavioral health, or other staff, the Program team member will complete a referral(s) using the Behavioral Wellness Electronic Health Record (“EHR”). Program case management staff will offer support by connecting members with identified needs and documenting within the EHR.

**6. ADMISSION PROCESS.**

**A. Initial Assessment.** Referrals for initial assessments will be followed within seven (7) days of receipt of referrals. All initial assessments shall include:

- 1. Presenting problems and issues from the member’s perspective;
- 2. Individual needs and preferences;
- 3. Cultural background;
- 4. Present or history of risks including suicide, risk to others, or risk to property;
- 5. Previous behavioral health services including diagnosis, treatment, and medication, as available;
- 6. Diagnosis ICD-10-CM;
- 7. Mental Status;
- 8. Function level/Level of impairment;
- 9. Relevant life information including employment history, legal history, family history, abuse history, relationships, social support, education/academic history; and
- 10. Substance use history;
  - a. When indicated, all individuals receiving substance use disorder treatment services will undergo a comprehensive ASAM assessment to determine appropriate level(s) of care and additional treatment needs;
    - i. Advance directive, if applicable;
    - ii. Medication use history; and
    - iii. Personal strengths, abilities, and interests.

**7. STAFFING REQUIREMENTS.**

**A.** In accordance with CalAIM Section 1115(a) Demonstration Amendment No.11-W-00193/9 and 21-W-0077/0 and BHIN 25-036, SYTHC may utilize provider types for the delivery of services under this Program as set forth in Section I.B (Practitioner Descriptions) of BHIN 25-036 .

**B.** SYTHC shall staff the Program as follows:

- 1. **Full-Time Equivalent (FTE) Traditional Healer (TH):** as defined in Exhibit A-2 (Traditional Healer and Natural Helper Services), Section 7 (Staffing Requirements), Subsection C (Staffing Definitions) of this MOU; and

**2. Full-Time Equivalent (FTE) Natural Helper (NH):** A community-based individual who provides culturally relevant support and guidance to individuals and families. NH may assist with navigational support, psychosocial skill building, self-management, and trauma support to individuals that restore their health.

**C. STAFFING DEFINITIONS.** Individual practitioners of Traditional Health Care Practices must be employed by or contracted with an IHCP. Practitioner qualifications shall be documented by individual IHCPs as described below.

The following Practitioner Descriptions shall have the meanings as set forth below:

**1. Traditional Healer (TH).** Traditional Healer is a person currently recognized as a spiritual leader in good standing with a Native American Tribe, Nation, Band or Rancheria, and with two years of experience as a recognized Native American spiritual leader practicing in a setting recognized by a Native American Tribe, Nation, Band or Rancheria who is contracted or employed by the IHCP. A Traditional Healer is a person with knowledge, skills and practices based on the theories, beliefs, and experiences which are accepted by that Indian community as handed down through the generations and which can be established through the collective knowledge of the elders of that Indian community (CalAIM Section 1115(a) Demonstration Amendment (No.11-W-00193/9 and 21-W-00077/0), BHIN 23-068).

**2. Natural Helper (NH).** A Natural Helper is a health advisor contracted or employed by the IHCP who seeks to deliver health, recovery, and social supports in the context of Tribal cultures. A Natural Helper could be a spiritual leader, elected official, paraprofessional or other individual who is a trusted member of a Native American Tribe, Nation, Band or Rancheria (CalAIM Section 1115(a) Demonstration Amendment (No.11-W-00193/9 and 21-W-00077/0), BHIN 23-068).

**D. Additional Staffing Requirements.** SYTHC shall comply with changes to the staffing requirements under this Program that do not alter the maximum contract amount of the MOU and are authorized by the Director of the Department of Behavioral Wellness or designee in writing. This obligation shall apply without the need for an amendment of this MOU.

**8. DOCUMENTATION REQUIREMENTS.** SYTHC shall follow the progress note and problem list documentation requirements established in sections (c) and (d) of BHIN 23-068, which are to improve the member experience; effectively document treatment goals and outcomes; promote efficiency to focus on delivering person-centered care; promote safe, appropriate, and effective member care; address equity and disparities; and ensure quality and program integrity. Individual Traditional Healers or Natural Helpers are not solely responsible for developing or maintaining the member's clinical records. These requirements will be completed at the SYTHC level. Other licensed and non-licensed practitioners may complete service documentation on behalf of Traditional Healers or Natural Helpers as needed.

# **EXHIBIT B**

# **FINANCIAL PROVISIONS**

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## EXHIBIT B FINANCIAL PROVISIONS - ADP

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(Applicable to programs described in Exhibit A-2)

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

This MOU 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 MOU, SYTHC 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, DHCS Behavioral Health Information Notice (BHIN) 25-036, and other applicable federal, State and local laws, rules, manuals, policies, guidelines and directives.

DMC-ODS counties shall provide coverage for traditional health care practices received through Indian Health Service (IHS) facilities, facilities operated by Tribes or Tribal organizations (Tribal Facilities) under the Indian Self-Determination and Education Assistance Act, and facilities operated by urban Indian organizations (UIO facilities) under Title V of the Indian Health Care Improvement Act to Medi-Cal members who receive covered services delivered by or through these facilities and meet DMC-ODS access criteria, as described in BHIN 25-036.

SYTHC is responsible for enrolling as a Medi-Cal provider and is required to report Medi-Cal enrollment status as part of the Opt-In Process.

### I. PAYMENT FOR SERVICES.

- A. Performance of Services.** SYTHC shall be compensated on a fee for service basis, subject to the limitations described in this MOU and all exhibits hereto, for provision of the Units of Service (UOS) or other deliverables as established in Exhibit B-1-ADP based on satisfactory performance of the services described in the Exhibit A(s).
- B. 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, applicable to Non-drug Medi-Cal services. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to this MOU.
- C. Member Liability for Payment.** SYTHC shall not hold members liable for any of the following:
1. COUNTY's debts, in the event of the entity's insolvency.
  2. Covered services provided to the member, 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 member would owe if the COUNTY covered the services directly

D. DHCS assumes no responsibility for the payment to SYTHC for services used in the performance of this MOU. COUNTY accepts sole responsibility for the payment of SYTHC in the performance of this MOU per the terms of this MOU.

**II. MAXIMUM CONTRACT AMOUNT.**

The Maximum Contract Amount of this MOU shall not exceed **\$2,115,200** inclusive of \$230,100 for FY 2024-25, \$936,100 for FY 2025-26, and \$949,000 for FY 2026-27 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 MOU, in no event shall COUNTY pay SYTHC more than this Maximum Contract Amount for SYTHC's performance hereunder without a properly executed amendment.

**III. SERVICE RATE**

COUNTY shall pay SYTHC according to applicable federal and state policies described in BHIN 22-053 and 24-001, and approved by DHCS to begin delivery effective April 14, 2025. COUNTY must pay IHCPs for claims submitted for the provision of traditional health care practices to eligible AI/AN members whether or not they hold a contract with the IHCP.

In addition to the requirements in BHIN 22-053 and 24-001, COUNTY must pay SYTHC delivering traditional health care practices at the rates or methodologies established by the State as described below:

- A. Santa Barbara H0051 Traditional Healer\*: Music therapy (traditional music and songs, dancing, drumming), spirituality (ceremonies, rituals, herbal remedies). Day Service \$801.00 per Encounter 01/01/2025 12/31/2025
- B. The Traditional Healer rate is reviewed by State annually. The COUNTY will pay SYTHC at the adjusted rate, if different than \$801.
- C. Santa Barbara T1016 Natural Helper\*: Navigational support, psychosocial skill building, self-management, and trauma support Day Service \$345.73 per Encounter 07/01/2025 06/30/2026
- D. The Natural Helper rate is reviewed by the State annually. The COUNTY will pay AIHS at the adjusted rate, if different than \$345.73.
- E. Telehealth - Traditional health care practices delivered via telehealth (synchronous audio-only and synchronous video interactions) are covered under DMC-ODS consistent with BHIN 23-018. Telehealth is an allowable mechanism to provide clinical services to facilitate access to care while maintaining culturally appropriate in-person service options.
- F. For services rendered to non-AI/AN members, COUNTY shall not pay for services provided to non-AI/AN members as the IHCP is not a contracted DMC-ODS provider.

**IV. Indian Health Services-Memorandum of Agreement (IHS/MOA)**

Tribal 638 providers enrolled in Medi-Cal as an Indian Health Services-Memorandum of Agreement (IHS/MOA) provider must appear on the “List of American Indian Health Program Providers” set forth in APL 17-020, Attachment 1 in order to qualify for reimbursement as a Tribal 638 Provider.

Tribal 638 providers enrolled in Medi-Cal as a Tribal FQHC provider, are governed by and must enroll in Medi-Cal consistent with the Tribal FQHC criteria 2 established in the California Medicaid State Plan, the Tribal FQHC section of the Medi-Cal provider manual, and APL 21-008. Tribal 638 providers enrolled in Medi-Cal as a Tribal FQHC must appear on the “List of Tribal Federally Qualified Health Center Providers”, which is included in APL 21-008,

**V. BILLING, CLAIMING, AND PAYMENT PROCEDURES AND LIMITATIONS.**

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

**B. Submission of Claims:**

1. Submission of Claims for Traditional Healer Services and Natural Helper Services. Services are to be entered into the COUNTY’s EHR System for recording of claims.

**2. Claiming Traditional Healer Services**

All IHCPs delivering Traditional Healer services shall bill Healthcare Common Procedure Coding System (HCPCS) H0051 for each service visit. The designated code is designed to pay the bundled costs of a single member visit to a Traditional Healer, billed once per day. This code applies to both All-Inclusive Rate (AIR)-eligible and non-AIR eligible services.

Traditional Healer services may include both individual and group services. When providing Traditional Healer services in a group setting, the provider and COUNTY shall claim for one member in the group, at one AIR (when applicable) or one DMC-ODS fee schedule encounter rate. Claims must contain the modifier HQ to distinguish group visits.

IHCPs may only claim one Traditional Healer service per member per day. A member may receive both group and individual services in a day, but the group service may only be claimed separately if claimed on behalf of at least one member who did not also receive an individual service.

**3. Claiming for Natural Helper Services**

All IHCPs delivering Natural Helper services shall bill HCPCS T1016 on the claim form for each service visit. The designated code is designed to pay the bundled costs of a single member visit to a Natural Helper, billed once per day, for AIR eligible members.

Natural Helper services may include both individual and group services. When providing Natural Helper services in a group setting, the provider and COUNTY shall claim for one member in the group, at one AIR (when applicable) or one DMC-ODS fee schedule encounter rate. Claims must contain the modifier HQ to distinguish group visits.

IHCPs may only claim one Natural Helper service per member per day. A member may receive both group and individual services in a day, but the group service may only be claimed separately if claimed on behalf of at least one member who did not also receive an individual service.

4. SYTHC may bill for member Traditional Healer and Natural Helper services at a daily encounter rate, one per day. Traditional Healer and Natural Helper services can be billed on the same day as other covered Medi-Cal services.
5. Traditional Healer or Natural Helper visits that qualify for AIR at IHS/Tribal 638 facilities shall be counted as one of the three visits per day that may be paid at the AIR. Traditional Healer or Natural Helper.
6. SYTHC 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 SYTHC.
7. The Director or designee may 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 MOU, COUNTY shall make 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 MOU and all exhibits hereto.

**C. Payment Limitations.**

1. Same Day Claiming

Traditional Healer and Natural Helper services shall be billed at a daily encounter rate, once per member per day, as described in Section VIII (A). A Traditional Healer Service and a Natural Helper Service for the same member may be claimed on the same day, as long as no other applicable limits are exceeded.

Traditional Healer and Natural Helper services can be billed on the same day as other covered Medi-Cal services.

Traditional Healer or Natural Helper visits that qualify for the AIR at IHS/Tribal 638 facilities shall be counted as one of the three visits per day that may be paid at the AIR. Traditional Healer or Natural Helper visits that do not qualify for the AIR and are claimed using DMC-ODS rates (including the AIR-equivalent rate for Traditional Healers) do not count as one of the three AIR visits.

The number of days that a member can receive traditional health care practices is not limited as long as services are medically necessary.

Prior authorization on the provision of traditional health care practices is not required.

2. COUNTY is not responsible for determining whether a traditional health care practice is culturally or clinically appropriate for an individual Medi-Cal member. This is an individualized determination made by the Traditional Healer or Natural Helper with oversight from the IHCP. <mailto:adpfinance@sbcbswell.org>

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

If any required IT data, invoice or report(s) is not submitted by SYTHC to COUNTY within the time limits described in this MOU or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this MOU, 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.

**E. 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 MOU must be received by COUNTY within 90 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 MOU. SYTHC shall have no claim against COUNTY for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by SYTHC after the expiration or other termination of this MOU. Should SYTHC 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 MOU shall not constitute a waiver of COUNTY 's right to recover such payment from SYTHC. This provision shall survive the expiration or other termination of this MOU.

**F. Claims Certification and Program Integrity.** SYTHC shall certify that all UOS entered by SYTHC into the COUNTY's EHR System or otherwise reported to COUNTY for any payor sources covered by this MOU are true and accurate to the best of SYTHC's knowledge.

**G. Overpayments.** If the SYTHC discovers an overpayment, SYTHC 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 SYTHC under this MOU or any subsequent agreement if SYTHC fails to make direct payment within the required timeframe.

**VI. FINANCIAL STATEMENTS**

- A. Audited Financial Reports.** If the SYTHC is reimbursed on a cost basis or receives any funding that is subject to audit requirements, whether under federal, state, grant, or other applicable funding guidelines, the SYTHC shall obtain an annual independent financial statement audit. A copy of the audit report shall be submitted to the COUNTY within thirty (30) calendar days of the SYTHC's receipt of the final audit report.

If the SYTHC voluntarily obtains an independent financial statement audit, even when not required by the terms of this MOU or applicable funding guidelines, the SYTHC shall also provide a copy of the final audit report to the County within thirty (30) calendar days of receipt.

- B. Single Audit Report.** If SYTHC 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, SYTHC shall submit a copy of such single audit to COUNTY within thirty (30) days of receipt. Subrecipients of federal awards must also submit a copy of their Single Audit Certification indicated whether they are subject to this requirement within sixty (60) days after the end of the fiscal year.

## **VII. AUDITS AND AUDIT APPEALS.**

- A. Audit by Responsible Auditing Party.** At any time during the term of this MOU or after the expiration or termination of this MOU, 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 SYTHC regarding the ADP services/activities provided under this MOU.
- 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. 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 SYTHC 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 SYTHC 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 SYTHC to COUNTY thirty (30) calendar days from the date of the invoice.
- D. Appeal.** SYTHC 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.

## **VIII. LOSS OF FEDERAL AUTHORITY.**

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

**EXHIBIT B-1- ADP**  
**SCHEDULE OF RATES AND CONTRACT MAXIMUM**  
 (Applicable to programs described in Exhibit A-2)

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

**CONTRACTOR NAME:**

Santa Ynez Tribal Health Clinic

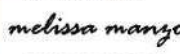
**FISCAL YEAR:** 24-25

Contracted Service	Service Type	Provider Group	Practitioner Type	All Inclusive Rate	Medi-Cal Target	Medi-Cal Contract Allocation
Drug Medi-Cal Services	Outpatient Services Fee-For-Service	Behavioral Health Provider	Traditional Healer (1/1/25-12/31/25)	\$801.00	260	\$208,300
			Natural Helper (10/16/24-6/30/25)	\$335.37	65	\$21,800
					<b>325</b>	<b>\$230,100</b>

**Total Contract Maximum Per Fiscal Year** **\$230,100**

Contract Maximum by Program & Estimated Funding Sources						Total
Funding Sources (1)	PROGRAM(S)					
	Outpatient Treatment Program					
Medi-Cal Patient Revenue (2)	\$ 230,100					\$ 230,100
						\$ -
						\$ -
						\$ -
<b>TOTAL CONTRACT PAYABLE FY 24-25:</b>	<b>\$ 230,100</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 230,100</b>

CONTRACTOR SIGNATURE:

DocuSigned by:  
  
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Digitally signed by Kennet Kahn  
 Date: 2026-02-27 14:54:08:00

FISCAL SERVICES SIGNATURE:

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

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

**EXHIBIT B-1- ADP  
SCHEDULE OF RATES AND CONTRACT MAXIMUM**  
(Applicable to programs described in Exhibit A-2)

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

**CONTRACTOR NAME:**

**Santa Ynez Tribal Health Clinic**

**FISCAL YEAR:** 25-26

Contracted Service	Service Type	Provider Group	Practitioner Type	All Inclusive Rate	Medi-Cal Target	Medi-Cal Contract Allocation
Drug Medi-Cal Services	Outpatient Services Fee-For-Service	Behavioral Health Provider	Traditional Healer (1/1/25-12/31/25)	\$801.00	520	\$416,600
			Traditional Healer (1/1/26-12/31/26)	\$826.00	520	\$429,600
			Natural Helper (7/1/25-6/30/26)	\$345.73	260	\$89,900
					<b>1,300</b>	<b>\$936,100</b>

**Total Contract Maximum Per Fiscal Year** **\$936,100**

Contract Maximum by Program & Estimated Funding Sources						Total
Funding Sources (1)	PROGRAM(S)					
	Outpatient Treatment Program					
Medi-Cal Patient Revenue (2)	\$ 936,100					\$ 936,100
						\$ -
						\$ -
						\$ -
<b>TOTAL CONTRACT PAYABLE FY 25-26:</b>	<b>\$ 936,100</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 936,100</b>

CONTRACTOR SIGNATURE:

DocuSigned by:  
*melissa manzo*  
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*Kennet Kahn*  
Digitally signed by Kennet Kahn  
Date: 2026-02-27 14:54:08:00

FISCAL SERVICES SIGNATURE:

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

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

**EXHIBIT B-1- ADP  
SCHEDULE OF RATES AND CONTRACT MAXIMUM**  
(Applicable to programs described in Exhibit A-2)

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

**CONTRACTOR NAME:**

Santa Ynez Tribal Health Clinic

**FISCAL YEAR:** 26-27

Contracted Service	Service Type	Provider Group	Practitioner Type	All Inclusive Rate (3)	Medi-Cal Target	Medi-Cal Contract Allocation
Drug Medi-Cal Services	Outpatient Services Fee-For-Service	Behavioral Health Provider	Traditional Healer (1/1/26-12/31/26)	\$826.00	1,040	\$859,100
			Natural Helper	\$345.73	260	\$89,900
					<b>1,300</b>	<b>\$949,000</b>

**Total Contract Maximum Per Fiscal Year** **\$949,000**

Contract Maximum by Program & Estimated Funding Sources						Total
Funding Sources (1)	PROGRAM(S)					
	Outpatient Treatment Program					
Medi-Cal Patient Revenue (2)	\$ 949,000					\$ 949,000
						\$ -
						\$ -
						\$ -
<b>TOTAL CONTRACT PAYABLE FY 26-27:</b>	<b>\$ 949,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 949,000</b>

CONTRACTOR SIGNATURE:

DocuSigned by:  
*melissa manzo*  
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*KH*

Digitally signed by Kennet Kahn  
Date: 2026-02-27 14:54:08:00

FISCAL SERVICES SIGNATURE:

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

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

(3) Rates are subject to change based on State's published rates for each fiscal year.

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**EXHIBIT B-2- ADP  
RESERVED**

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**EXHIBIT B-3- ADP  
ENTITY RATES AND CODES BY SERVICE TYPE**

**EXHIBIT B-3 ADP  
DEPARTMENT OF BEHAVIORAL WELLNESS  
SCHEDULE OF CODES  
Outpatient Non-Medical Direct Services**

Provider type
Traditional Healer
Natural Helper

Code	Code Description
H0051	Music therapy (traditional music and songs, dancing, drumming), spirituality (ceremonies, rituals, herbal remedies); Music therapy (traditional music and songs, dancing, drumming), spirituality (ceremonies, rituals, herbal remedies); Bundled costs of a single member visit to a Traditional Healer, billed once per day.
T1016	Navigational support, psychosocial skill building, self-management, and trauma support; Bundled costs of a single member visit to a Natural Helper, billed once per day.

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

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## EXHIBIT C

### Indemnification and Insurance Requirements (Specific to SYTHC Traditional Health Care Services)

(For contracts involving the care/supervision of children, seniors or vulnerable persons)

#### INDEMNIFICATION

Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, officials, employees and agents, from and against any and all claims, loss, damages, causes of action, liability, costs, or expense (including attorneys' fees) arising out of any act, omission, or negligence of such indemnifying party or its officers, officials, employees, agents, subcontractors, or invitees. This indemnity provision survives the Agreement.

#### INSURANCE

SYTHC shall procure and maintain for the duration of this MOU 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 SYTHC, 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:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if SYTHC has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance 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 SYTHC'S profession, with limits no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2,000,000 per claim and \$2,000,000 aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

If SYTHC maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or

the higher limits maintained by SYTHC. 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 SYTHC 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 SYTHC'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, SYTHC'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of SYTHC'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** – SYTHC hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said SYTHC may acquire against the COUNTY by virtue of the payment of any loss under such insurance. SYTHC 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 SYTHC 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** – SYTHC shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this MOU. 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 SYTHC'S obligation to provide them. SYTHC shall furnish evidence of renewal of coverage throughout the term of the MOU. 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 MOU 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 MOU. Maintenance of required insurance coverage is a material element of the MOU 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** – SYTHC shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and SYTHC 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, SYTHC 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 MOU. SYTHC 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**

## **CERTIFICATION REGARDING LOBBYING**

### **BYRD ANTI-LOBBYING AMENDMENT**

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

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Printed Name of Person Signing for Contractor

\_\_\_\_\_  
Contract / Grant Number

\_\_\_\_\_  
Signature of Person Signing for Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

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

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

Attachment 2

Approved by OMB

0348-

**CERTIFICATION REGARDING LOBBYING**

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

(See reverse for public burden disclosure)

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

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

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

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

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