Board Contract # _____

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

BETWEEN

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS

AND

COUNCIL ON ALCOHOLISM AND DRUG ABUSE (CADA)

FOR

ALCOHOL AND DRUG PROGRAMS

AND

MENTAL HEALTH SERVICES

TABLE OF CONTENTS

STANDARD TERMS AND CONDITIONS

AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County or Department) and **Council on Alcoholism and Drug Abuse (CADA)** with an address at PO Box 28, Santa Barbara, CA 93102 (hereafter Contractor or CADA) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

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

1. DESIGNATED REPRESENTATIVE.

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Scott Whiteley at phone number (805) 722-1301 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES.

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

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

To Contractor:
Scott Whiteley, Executive Director
Council on Alcoholism and Drug Abuse (CADA)
PO Box 28
Santa Barbara, CA 93102
Fax: (805) 993-4099

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

3. SCOPE OF SERVICES.

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

4. TERM.

Contractor shall commence performance on **7/1/2023** and end performance upon completion, but no later than **6/30/2027** unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR.

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

6. INDEPENDENT CONTRACTOR.

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

7. STANDARD OF PERFORMANCE.

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

8. DEBARMENT AND SUSPENSION.

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

9. TAXES.

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

10. CONFLICT OF INTEREST.

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

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County. Contractor shall be the legal owner and Custodian of Records for all County client files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) § 5328; 42 United States Code (U.S.C.) § 290dd-2; and 45 Code of Federal Regulations (C.F.R.), Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. Contractor further agrees to provide County with copies of all County client file documents resulting from this Agreement without requiring any further written release of information. Within Privacy limitations, County shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

Unless otherwise specified in Exhibit A(s), Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided

hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT.

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

13. COUNTY PROPERTY AND INFORMATION.

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

14. RECORDS, AUDIT, AND REVIEW.

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

B. Any such Audit shall occur at the Contractor's place of business, premises, or physical facilities during normal business hours, and to allow interviews of any employees who might reasonably have information related to such Records. Contractor shall maintain Records in accordance with the general standards applicable to such book or record keeping and shall follow accounting practices and procedures sufficient to evaluate the quality and quantity of services, accessibility and appropriateness of services, to ensure fiscal accountability, and to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. All records must be capable of verification by qualified auditors.

C. This Audit right will exist for 10 years from: the close of the State fiscal year in which the Agreement was in effect or if any litigation, claim, negotiation, Audit, or other action involving the Records has been started before the expiration of the 10-year period, the Records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 10-year period, whichever is later.

D. Contractor shall retain all records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Agreement, including beneficiary grievance and appeal records identified in 42 C.F.R. § 438.416 and the data, information and documentation specified in 42 Code of Federal Regulations Sections 438.604, 438.606, 438.608, and 438.610 for the 10-year period as determined in Section 14.C (Records, Audit and Review).

E. If this Agreement is completely or partially terminated, the Records, relating to the work terminated shall be preserved and made available for the 10-year period as determined in Section 14.C (Records, Audit, and Review).

F. Contractor shall ensure that each of its sites keep a record of the beneficiaries being treated at each site. Contractor shall keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to Welfare & Institutions Code Section 14124.1 and 42 C.F.R. Sections 438.3(h) and 438.3(u). Contractor shall retain such records for the 10-year period as determined in Section 14.C (Records Audit and Review).

G. Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an Authorized Representative to inspect, audit or obtain copies of said records, the Contractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

H. The Authorized Representatives may audit Contractor at any time if there is a reasonable possibility of fraud or similar risk.

I. Contractor agrees to include a similar right of Authorized Representatives to audit records and interview staff in any subcontract related to performance of this Agreement.

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

15. INDEMNIFICATION AND INSURANCE.

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C Standard Indemnification and Insurance Provisions attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION.

County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance. Contractor shall also comply with the nondiscrimination provisions set forth in Exhibit A-1 General Provisions: ADP and Exhibit A-5 General Provisions: MHS to this Agreement.

17. NONEXCLUSIVE AGREEMENT.

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

18. NON-ASSIGNMENT.

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

19. TERMINATION.

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

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

2. **For Nonappropriation of Funds.**

   i. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.

   ii. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be

performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.

iii. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.

B. By Contractor. Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B(s), Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

C. Upon Termination. Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

20. SUSPENSION FOR CONVENIENCE.

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

21. SECTION HEADINGS.

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

22. SEVERABILITY.

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

23. REMEDIES NOT EXCLUSIVE.

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

24. TIME IS OF THE ESSENCE.

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

25. NO WAIVER OF DEFAULT.

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

26. ENTIRE AGREEMENT AND AMENDMENT.

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

27. SUCCESSORS AND ASSIGNS.

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

28. COMPLIANCE WITH LAW.

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

29. CALIFORNIA LAW AND JURISDICTION.

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

30. EXECUTION OF COUNTERPARTS.

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

31. AUTHORITY.

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

32. SURVIVAL.

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

33. PRECEDENCE.

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

34. COMPLIANCE WITH PRIVACY LAWS.

Contractor is expected to adhere to the healthcare privacy laws specified in Exhibit A-1, Section 7.A (Confidentiality) and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with the healthcare privacy laws as they are amended from time to time.

35. COURT APPEARANCES.

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

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

The Contractor shall comply with the requirements of 2 C.F.R. Part 200 and 45 C.F.R. Part 75, which are hereby incorporated by reference in this Agreement.

37. MANDATORY DISCLOSURE.

A. Prohibited Affiliations.

1. Contractor shall not knowingly have any prohibited type of relationship with the following:
   i. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)
   ii. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. Section 2.101, of a person described in this section. (42 C.F.R. § 438.610(a)(2).)
2. The Contractor shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in any Federal health care program (as defined in Section 1128B(f) of the Social Security Act) under either Section 1128 (42 U.S.C. § 1320a-7), 1128A (42 U.S.C. § 1320a-7a), 1156 (42 U.S.C. 1320c-5), or 1842(j)(2) (42 U.S.C. § 1395u(j)(2)) of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)
3. The Contractor shall not have the types of relationships prohibited by Subsection A (Prohibited Affiliations) of this Section 37 (Mandatory Disclosure) with an excluded, debarred, or suspended individual, provider, or entity as follows:
   i. A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)
   ii. A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2).)
   iii. A person with beneficial ownership of five (5) percent or more of the Contractor's equity. (42 C.F.R. § 438.610(c)(3).)
   iv. An individual convicted of crimes described in Section 1128(b)(8)(B) of the Social Security Act. (42 C.F.R. § 438.808(b)(2).)
   v. A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Agreement. (42 C.F.R. § 438.610(c)(4).)
   vi. The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)

B. Written Disclosures.

1. **Written Notice of Prohibited Affiliations.** The Contractor shall provide to County written disclosure of any prohibited affiliation identified by the Contractor or its subcontractors. (42 C.F.R. § 438.608(c)(1).)

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

   i. The name, address, date of birth, and Social Security Number of any **managing employee**, as that term is defined in 42 C.F.R. § 455.101. For purposes of this disclosure, Contractor may use the business address for any member of its Board of Directors.

   ii. The name and address **of any person (individual or corporation) with an ownership or control interest** in the Disclosing Entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.

   iii. Date of birth and Social Security Number (in the case of an individual).

   iv. Other tax identification number (in the case of a corporation) with an ownership or control interest in the Disclosing Entity (or fiscal agent or managed care entity) or in any subcontractor in which the Disclosing Entity (or fiscal agent or managed care entity) has a five percent or more interest.

   v. Whether the person (individual or corporation) with an ownership or control interest in the Disclosing Entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the Disclosing Entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Disclosing Entity has a five percent or more interest is related to another person with ownership or control interest in the Disclosing Entity as a spouse, parent, child, or sibling.

   vi. The name of any other Disclosing Entity in which an owner of the Disclosing Entity has an ownership or control interest.

   vii. Is an officer or director of a Disclosing Entity that is organized as a corporation.

   viii. Is a partner in a Disclosing Entity that is organized as a partnership.

3. **Timing for Disclosure of Ownership and Controlling Interests.** Contractor shall complete a Disclosure of Ownership or Controlling Interest form provided by County upon submitting a provider application; before entering into or renewing its contract; annually, upon request during the re-validation of enrollment process under 42 C.F.R. Section 455.104; within 35 days after any change of ownership; or upon any person newly obtaining an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets.

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

   i. Contractor agrees to furnish to County or the Secretary of DHCS on request, information related to business transactions. Contractor shall submit, within 35 days of the date on a request by County or the Secretary of DHCS full and complete information about:

      a. The ownership of any subcontractor with whom the provider has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request; and

      b. Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.

5. **Crimes.**

   i. **Violations of Criminal Law.** Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies for noncompliance described in 45 C.F.R. Section 75.371 and/or 2 C.F.R. § 200.339, including suspension or debarment. (See also 2 C.F.R. parts 180 and 376, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

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

      a. The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)

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

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

C. **Lobbying.** Contractor shall complete a Certification Regarding Lobbying as set forth in Exhibit D, Attachment 1, and, if applicable, a Lobbying Restrictions and Disclosure Certification as set forth in Exhibit D, Attachment 2, of this Agreement, which are incorporated herein by this reference.

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

D. **Remedies.**

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

38. PROCUREMENT OF RECOVERED MATERIALS.

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

39. DOMESTIC PREFERENCES FOR PROCUREMENTS.

A. As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.

B. For purposes of this section:

1. ''Produced in the United States'' means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. ''Manufactured products'' means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

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

41. PROHIBITIONS ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

A. Contractor is prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or

3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

B. 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).

C. Telecommunications or video surveillance services provided by such entities or using such equipment.

D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the 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.

E. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall 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 communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

F. See Public Law 115-232, section 889 for additional information.

G. See also § 200.471.

THIS SECTION LEFT BLANK INTENTIONALLY

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

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

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2023.

COUNTY OF SANTA BARBARA:

By: _____
DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

Date: 7-18-23

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: 7-18-23

CONTRACTOR:
COUNCIL ON ALCOHOLISM AND DRUG ABUSE

By: DocuSigned by: Scott Whiteley A39778315E2546C...
Authorized Representative

Name: Scott Whiteley

Title: Executive Director

Date: 7/6/2023

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: DocuSigned by: Bo Bae 48A252DEFFD3466...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: DocuSigned by: Robert Geis D25019E2AF094BE...
Deputy

RECOMMENDED FOR APPROVAL:
ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

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

APPROVED AS TO FORM:
GREG MILLIGAN, ARM, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By: DocuSigned by: Gregory Milligan DC240AC1E64247D...
Risk Manager

THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:

EXHIBIT A – ADP STATEMENT OF WORK

Alcohol and Drug Programs:

EXHIBIT A-1 General Provisions: ADP

EXHIBIT A-2 Early Intervention, Outpatient Services & Intensive Outpatient Services

EXHIBIT A-3 Contingency Management – Recovery Incentives Program Services

EXHIBIT A-4 Residential Treatment Services

Mental Health Services:

EXHIBIT A-5 General Provisions: MHS

EXHIBIT A-6 Carpinteria START

EXHIBIT B – FINANCIAL PROVISIONS

EXHIBIT B Financial Provisions: ADP

EXHIBIT B Financial Provisions: MHS

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

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

EXHIBIT B-2 Entity Budget by Program: ADP

EXHIBIT B-3 Schedule of Codes: ADP

EXHIBIT B-3 Schedule of Codes: MHS

EXHIBIT B-3 Sliding Fee Scale: ADP

EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

EXHIBIT D – CERTIFICATION REGARDING LOBBYING

EXHIBIT E - PROGRAM GOALS, OUTCOMES, AND MEASURES

EXHIBIT E: Program Goals, Outcomes, and Measures: ADP

EXHIBIT E: Program Goals, Outcomes, and Measures: MHS

EXHIBIT A ADP

STATEMENT OF WORK

EXHIBIT A-1
GENERAL PROVISIONS - ADP

The following provisions shall apply to all programs operated under this Agreement, included as Exhibits A-2 through A-4, as though separately set forth in the scope of work specific to each Program.

1. PERFORMANCE.

A. Compliance with County, State and Federal Requirements. Contractor shall adhere to all County requirements, all relevant provisions of the California Code of Regulations (C.C.R.) Title 9, Division 4, the Code of Federal Regulations (C.F.R.) Title 42 Part 438, and all relevant provisions of applicable law, including but not limited to Medicaid laws and regulations, including applicable sub-regulatory guidance, Health and Safety Code Section 11848.5, and Welfare and Institutions Code chapter 7, Sections 14000 et seq., that are now in force or which may hereafter be in force.

B. Enrollment with DHCS as Medicaid Provider. Contractor shall be at all times currently enrolled with the California Department of Health Care Services as a Medicaid provider, consistent with the provider disclosure, screening and enrollment requirements of 42 C.F.R. part 455, subparts B and E.

C. Compliance with Drug Medi-Cal Organized Delivery System (DMC-ODS) Requirements.

1. In the performance of this Agreement, Contractor shall abide by all applicable State Program Certification standards and regulations, and all applicable Medi-Cal contract provisions including the Special Terms and Conditions (STCs) of the DMC-ODS waiver, and by the Intergovernmental Agreement between the County Department of Behavioral Wellness (Department) and State Department of Healthcare Services (DHCS) for providing covered Drug Medi-Cal Organized Delivery System (DMC-ODS) services for Substance Use Disorder treatment, Agreement Numbers 21-10034 and 21-10034-A01, including but not limited to Articles I and II of Exhibit A Attachment I A1 of the Intergovernmental Agreement, available at http://www.countyofsb.org/behavioral-wellness/asset.c/5808. Contractor shall comply with Intergovernmental Agreement Numbers 21-10034 and 21-10034-A01, which are incorporated by this reference.

D. Compliance with SAPT Requirements.

1. Contractor shall abide by all relevant provisions of law governing the Substance Abuse Prevention and Treatment Block Grant (SABG) including, but not limited to, the Code of Federal Regulations Title 45 Part 96 and Section 1921 of the Public Health Service Act, Title XIX Part B, Subpart II and III. Contractor shall furnish all medically necessary services in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to beneficiaries under fee-for-service Medicaid, as set forth in 42 C.F.R. Section 440.230.

   Contractor shall comply with all applicable provisions of the Performance Agreement between the County and DHCS, Agreement Number 21-10112, which is incorporated by this reference.

2. **STAFF.**

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

1. **For Treatment Programs:**

i. HIPAA Privacy and Security Training;

ii. 42 C.F.R., Part 2 Training;

iii. Behavioral Wellness Code of Conduct Training;

iv. Cultural Competence Training;

v. Consumer and Family Culture Training;

vi. *ASAM Multidimensional Assessment* by the Change Companies (only required once prior to providing DMC-ODS services);

vii. *From Assessment to Service Planning and Level of Care* by the Change Companies (only required once prior to providing DMC-ODS services);

viii. DMC-ODS Documentation Training; and County Electronic Health Record (EHR), including SmartCare for service and administrative staff who enter and analyze data in the system (at hire and as needed).

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

1. **For Treatment Programs:**

i. DMC-ODS Continuum of Care Training;

ii. Motivational Interviewing Training;

iii. Cognitive Behavioral Treatment/Counseling Training; and

iv. All applicable evidence-based prevention models and programs as agreed upon between provider and County in writing.

C. **CEU Hours Alcohol and Other Drug Clinical Training.**

1. All direct service staff who provide direct SUD treatment services are required to complete a minimum of 18 Continuing Education Units (CEU) hours of alcohol and other drug specific clinical training per year.

2. Professional staff (LPHAs) shall receive a minimum of five hours of continuing education related to addiction medicine each year.

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

E. **Overdose Prevention Training.** Contractor shall:

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

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

G. **Notice of Staffing Changes Required.** Contractor shall notify QCM ADP at BwellQCMADP@sbcbwell.org and BWell Contracts at bwellcontractsstaff@sbcbwell.org immediately when staff unexpectedly separates from employment or is terminated, or within 30 days of the expected last day of employment for staff planning a formal leave of absence in alignment with the *Policy 14.000 Information Systems for Workforce Access and Termination* at https://cosantabarbara.app.box.com/s/jlwbnuachznge426crkj6poy7fmdw5g0/file/711466593727. Additionally, Contractor shall notify County of any staffing changes as part of the quarterly Staffing Report, in accordance with Section 4.B (Reports).

H. **Staff Background Investigations.** At any time prior to or during the term of this Agreement, the County may require that Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

I. **Staff Removal for Good Cause Shown.** County may request that Contractor's staff be immediately removed from performing work under this Agreement for good cause during the term of the Agreement. Upon such request, Contractor shall remove such staff immediately.

J. **Denial or Termination of Facility Access.** County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

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

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

A. **Obtain and Maintain Required Credentials.** Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Drug Medi-Cal provider if Title 22 California Code of Regulations (C.C.R.) Drug Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals,

guidelines, and directives, which are applicable to Contractor's facility(s) and services under this Agreement. A copy of such documentation shall be provided to Behavioral Wellness QCM Division upon request. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to the Department of Behavioral Wellness Quality Care Management in alignment with *Department Policy #4.015 Staff Credentialing and Re-Credentialing.*

B. **Pre-Registration Requirements for New AOD Counselors.** Contractor shall follow the pre-registration requirements for new alcohol and other drug (AOD) counselors in California. California law requires registration and certification of individuals providing AOD counseling services, as specified in Title 9 C.C.R., Division 4, Chapter 8, Section 13000 et seq. (This new requirement does NOT apply to counselors already registered with or certified by State approved and nationally-accredited agencies, or to interns registered with the California Board of Psychology or the California Board of Behavioral Sciences, in accordance with Title 9 C.C.R., Section 13015).

C. **Confirmation of Staff Licensure/Certification.** In the event license/certification status of a staff member cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement per *Department Policy #4.015 Staff Credentialing and Re-Credentialing.*

D. **Reduction of Services or Relocation.** Contractor shall not implement any reduction of covered services or relocations until the approval is issued by DHCS. Within 35 days of receiving notification of Contractor's intent to reduce covered services or relocate, the County shall submit, or require Contractor to submit, a DMC certification application to Provider Enrollment Division (PED). The DMC certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.

E. **Keep Informed of Current Guidelines.** If Contractor is a participant in the Drug Medi-Cal Organized Delivery System, Contractor shall keep fully informed of all current guidelines disseminated by the Department of Health Care Services (DHCS), Department of Public Health (DPH) and Department of Social Services (DSS), as applicable, including, but not limited to, procedures for maintaining Drug Medi-Cal certification of all its facilities in alignment with DHCS rules and regulations.

F. **Enrollment in DATAR.** By its signature on this Agreement, Contractor attests that it is enrolled in DATAR at the time of execution of this Agreement.

4. **REPORTS.**

A. **Treatment Programs.** In accepting funds for treatment services, Contractor agrees to submit the following:

1. Electronic Drug & Alcohol Treatment Access Report (DATAR) for each treatment site, per 45 Code of Federal Regulations (C.F.R.) Section 96.126. These reports shall be submitted using the DHCS DATAR system on a monthly basis and must be completed no later than 10 calendar days from the last day of the month.

2. Complete CalOMS County Admission Assessments and CalOMS County Discharge Assessments in the County SmartCare system for each client within 30 days from admission/discharge. CalOMS County Annual Update Assessments must be completed

for clients in treatment for 12 continuous months or more and must be completed no later than 12 months from the admission date.

3. Contractors not utilizing the County EHR shall report to Behavioral Wellness monthly on the rate of timely completion of Comprehensive ASAM Assessments.

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

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

1. Contractor shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps shall be taken to achieve satisfactory progress;
2. Contractor shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes;
3. The number of active cases and the number of clients admitted or discharged;
4. The Measures described in Exhibit E, Program Goals, Outcomes and Measures, as applicable, or as otherwise agreed by Contractor and County. Changes to Exhibit E do not require a formal amendment to this Agreement, but shall be agreed to in writing by the Contractor and the Director of the Department of Behavioral Wellness or designee and shall not alter the Maximum Contract Amount. In addition, Contractor may include in its report any other data that demonstrate the effectiveness of Contractor's programs; and
5. For Perinatal programs, report shall include the number of women and children served, number of pregnant women served, and the number of births.

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

E. Annual Mandatory Training Report. Contractor shall submit evidence of completion of the Mandatory Trainings identified in the Section regarding Training Requirements on an annual basis to the County Systems Training Coordinator. Training materials, competency tests and sign-in sheets shall be submitted for each training no later than June 30th of each year unless requested earlier by County.

F. **Additional Reports.** Contractor shall maintain records and make statistical reports as required by County State Department of Health Care Services (DHCS), Department of Public Health (DPH) or Department of Social Services (DSS), as applicable, on forms provided by or acceptable to, the requesting agency. Upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow 30 days for Contractor to respond.

5. **BILLING DOCUMENTATION.**

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

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

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

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

7. **CONFIDENTIALITY.**

A. **Maintain Confidentiality.** Contractor agrees, and Contractor agrees to require its employees, agents, or subcontractors to agree, to maintain the confidentiality of patient records and any other health and enrollment information that identifies a particular beneficiary pursuant to: Title 42 United States Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (C.C.R.) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Sections 14100.2 and 14184.102; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; Exhibit D(F), Paragraph 14 and Exhibit F of the Intergovernmental Agreement (Nos. 21-10034 and 21-10034-A01); and Paragraph 34 (Compliance with Privacy Laws) of this Agreement, to the extent that these requirements are applicable. Patient records must comply with all appropriate State and Federal requirements.

B. **No Publication of Client Lists.** Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

8. CLIENT AND FAMILY MEMBER EMPOWERMENT.

A. Support Active Involvement. Contractor agrees to support active involvement of clients and their families in treatment, recovery, and policy development.

B. Contractor shall comply with any applicable Federal and state laws that pertain to beneficiary rights and comply with *Department of Behavioral Wellness' Policy and Procedure #3.000 Beneficiary Rights*, available at https://cosantabarbara.app.box.com/s/nq9hcrb6qa8spnbwal95bqg4p1rjum3y and ensure that its employees and/or subcontracted providers observe and protect those rights.

C. Maintain Grievance Policy/Procedure. Contractor shall adopt *Department Policy #4.020 Beneficiary Problem Resolution Process* available at https://cosantabarbara.app.box.com/s/wg73482s2hgtgwd8arzu3ajhgefy9syj, to address client/family complaints in compliance with beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 C.F.R. Section 438.400 through 42 C.F.R. Section 438.424.

9. CULTURAL COMPETENCE.

A. Report on Capacity. Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:

1. The number of Bilingual and Bicultural staff (as part of the quarterly staffing report), and the number of culturally diverse clients receiving Program services; and
2. Efforts aimed at providing culturally competent services such as training provided to staff, changes or adaptations to service protocol, community education/outreach, etc.

B. Communicate in Preferred Language. At all times, the Contractor's Program(s) shall be staffed with personnel who can communicate in the client preferred language, or Contractor shall provide interpretation services, including American Sign Language (ASL).

C. Bilingual Staff for Direct Service Positions. Contractor will strive to fill direct service positions with bilingual staff in County's threshold language Spanish that is reflective of the specific needs of each region. Contractor percentage goals are calculated based on U.S. Census language data by region: Santa Barbara service area (including Goleta and Carpinteria) – 31%; Santa Maria service area (including Orcutt and Guadalupe) – 60%; and Lompoc service area (including Buellton and Solvang) – 41%.

D. Cultural Considerations When Providing Services. Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must also be printed in Spanish (threshold language).

E. Services and Programs in Spanish. Services and programs offered in English must also be made available in Spanish, if clients identify Spanish as their preferred language, as specified in subsection B above.

F. Staff Cultural Training. Contractor shall provide staff with regular training on cultural competence, sensitivity and the cultures within the community.

10. NOTIFICATION REQUIREMENTS.

A. Notice to QCM. Contractor shall immediately notify Behavioral Wellness' Quality Care Management (QCM) at 805-681-5113 or at BWellQCMADP@sbcbwell.org in the event of:

1. Known serious complaints against licensed/certified staff;
2. Restrictions in practice or license/certification of staff as stipulated by a State agency;
3. Staff privileges restricted at a hospital;
4. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations); or
5. Any event triggering Incident Reporting, as defined in *Behavioral Wellness' Policy and Procedure #4.004, Unusual Occurrence Reporting,* available at http://www.countyofsb.org/behavioral-wellness/policy/2975.

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

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

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

1. Side effects requiring medical attention or observation;
2. Behavioral symptoms presenting possible health problems; or
3. Any behavioral symptom that may compromise the appropriateness of the placement.

D. Notice to Contracts Division. Contractor may contact the Behavioral Wellness' Contracts Division at bwellcontractsstaff@sbcbwell.org for any contractual concerns or issues.

E. Definition of "Immediately." "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. Contractor shall train all personnel in the use of the Behavioral Wellness Compliance Hotline (Phone number: 805-884-6855).

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

11. MONITORING.

A. **County Monitoring Process.** Contractor agrees to abide by and cooperate with the County's Monitoring process which ensures medical necessity for Drug Medi-Cal services, appropriateness and quality of care, and an annual onsite review. This review may include clinical record peer review, client survey, and other program monitoring practices, as required by the Intergovernmental Agreement, Contract Numbers 21-10034 and 21-10034-A01, and the Performance Agreement, Agreement Number 21-10112. Contractor shall cooperate with these programs, and shall furnish necessary assessment, clinical documentation and treatment plan if applicable, subject to Federal or State confidentiality laws, and provisions of this Agreement.

B. **Periodic Review Meetings with Contractor.** County shall assign staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, documentation, fiscal and overall performance activity. Behavioral Wellness staff shall conduct periodic on-site reviews of Contractor's facility and program.

C. **County Corrective Action Plan.** Contractor shall comply with County Corrective Action Plan (CAP) requirements in order to address any deficiencies identified during the County's monitoring process. CAPs shall be submitted within the required timeframes and shall be documented using the template provided, shall provide a specific description of how the deficiency shall be corrected, and shall be signed and dated by program staff.

D. **Fraud, Waste or Abuse.**

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

12. COLLABORATIVE MEETINGS.

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

13. SIGNATURE PADS.

A. **County to Provide Signature Pads.** County shall purchase one signature pad for each physical address identified for Contractor's Alcohol and Drug Programs in this Agreement. The signature pad will be compatible with the County's Electronic Health Record (EHR) to obtain client signatures as needed.

B. **Contractor Replacement Due to Loss or Damage.** In the event that Contractor damages or loses the signature pads provided by County, Contractor shall be responsible for purchasing a new compatible signature pad as a replacement.

14. ADDITIONAL PROGRAM REQUIREMENTS.

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

B. **Recovery Environment.** Contractor shall provide a safe, clean and recovery-oriented environment.

C. **Provide DMC-ODS Beneficiary Handbook to Clients.** Contractor shall provide the County of Santa Barbara DMC-ODS Beneficiary Handbooks to all clients in an approved method listed in the *Department of Behavioral Wellness' Policy and Procedures #4.008 Beneficiary Information Materials,* upon beneficiary enrollment into DMC-ODS treatment program or upon request within five business days, and shall inform all clients of where the information is placed on the County website in electronic form. The Handbook shall contain all information specified in 42 C.F.R. Section 438.10(g)(2)(xi) about the grievance and appeal system.

D. **Provide Materials in English and Spanish.** Contractor shall make its written materials that are critical to obtaining services available to all clients in both English and Spanish including, at a minimum, provider directories, County of Santa Barbara Beneficiary Handbooks, appeal and grievance notices, denial and termination notices, and program curriculum. (42 C.F.R. § 438.10(d)(3)). Contractor shall maintain an adequate supply of County-provided written materials and shall request additional written materials from County as needed.

E. **Maintain Provider Directory.** Contractor shall collaborate with the County to maintain a current provider directory, as required by the Intergovernmental Agreement, Contract Numbers 23-10034 and 21-10034-A01, by providing monthly updates as applicable. Contractor shall ensure that all listing licensed individuals employed by the Contractor to deliver DMC-ODS services are included on the County provider directory with the following information:

1. Provider's name;
2. Provider's business address(es);
3. Telephone number(s);
4. Email address;
5. Website as appropriate;
6. Specialty in terms of training, experience and specialization, including board certification (if any);
7. Services/modalities provided; including information about populations served (ie. perinatal, children/youth, adults);
8. Whether the provider accepts new beneficiaries;
9. The provider's cultural capabilities;
10. The provider's linguistic capabilities;

11. Whether the provider's office has accommodations for people with physical disabilities;
12. Type of practitioner;
13. National Provider Identifier Number;
14. California License number and type of license; and
15. An indication of whether the provider has completed cultural competence training.

F. Specific Curricula:

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

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

H. Tuberculosis (TB) Screening. Contractor shall require each client to be screened for Tuberculosis (TB) prior to admission using the TB Screening Questions and Follow-Up Protocol available at https://content.civicplus.com/api/assets/ecbe3a2c-f13d-40dd-b79d-1ddca98dbcc6?cache=1800.

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

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

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

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

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

1. Beneficiary grievance and appeal records specified in 42 C.F.R. Section 438.416 and maintained in accordance with the Intergovernmental Agreement, Contract Number 21-10034-A01, including at minimum, all of the following information:
   i. A general description of the reason for the appeal or grievance.
   ii. The date received.
   iii. The date of each review, or if applicable, review meeting.
   iv. Resolution at each level of the appeal or grievance, if applicable.
   v. Date of resolution at each level, if applicable.
   vi. Name of the covered person for whom the appeal or grievance was filed.
2. Data, information and documentation specified in 42 C.F.R. Sections 438.604, 438.606, 438.608, and 438.610.
3. Records for each service rendered, to whom it was rendered, and the date of service, pursuant to W&IC Section 14124.1 and 42 C.F.R. Sections 438.3(h) and 438.3(u).
4. Should Contractor discontinue its contractual agreement with the County, or cease to conduct business in its entirety, Contractor shall provide to County its fiscal and program records for the required retention period. DHCS Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements located at http://sam.dgs.ca.gov/TOC/1600.aspx.

N. Parity in Mental Health and Substance Use Disorder Benefits (42 C.F.R. § 438.900 et seq.) To ensure compliance with the parity requirements set forth in 42 C.F.R. § 438.900 et seq., Contractor shall not impose, or allow its subcontractors, if any, to impose any financial requirements, Quantitative Treatment Limitations, or Non- Quantitative Treatment Limitations in any classification of benefit (inpatient, outpatient, emergency care, or prescription drugs) other than those limitations permitted and outlined in the Intergovernmental Agreement, Contract Numbers 21-10034 and 21-10034-A01.

O. Timely Access to Services.

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

15. DEFINITIONS.

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

A. **Drug Medi-Cal Organized Delivery System (DMC-ODS).** The DMC-ODS provides a continuum of care modeled after the American Society of Addiction Medicine Criteria for substance use disorder treatment services, enables more local control and accountability, provides greater administrative oversight, creates utilization controls to improve care and efficient use of resources, implements evidenced based practices in substance abuse treatment, and coordinates with other systems of care.

B. **CalWORKs.** CalWORKs is a program that provides cash aid and services to eligible needy California families, with the goal of transitioning them into the workforce. Through the CalWORKs program, funds are provided for alcohol and drug treatment for CalWORKs clients in order to help them obtain and retain employment. Services are provided through the County's network of providers. Treatment needs are identified in the client's Welfare-to-Work Plan.

C. **Professional Staff.** Professional staff are defined as licensed, registered, enrolled and or approved with all applicable state and federal laws and regulations. Professional staff means the following:

1. LPHA include:
    i. Physicians;
    ii. Nurse Practitioners;
    iii. Physician Assistants;
    iv. Registered Nurses;
    v. Registered Pharmacists;
    vi. Licensed Clinical Psychologists;
    vii. Licensed Clinical Social Workers;
    viii. Licensed Professional Clinical Counselors;
    ix. Licensed Marriage and Family Therapists; and
    x. Licensed Eligible Practitioners registered with the Board of Psychology or Behavioral Science Board working under the supervision of a licensed clinician.
2. An Alcohol or other drug (AOD) counselor that is:
    i. Either certified or registered by an organization that is recognized by the Department of Health Care Services and accredited with the National Commission for Certifying Agencies (NCCA), and
    ii. Meets all California State education, training, and work experience requirements set forth in the Counselor Certification Regulations, Cal. Code Regs., tit. 9, Div. 4, chapter 8.
3. Medical Director of a Narcotic Treatment Program who is a licensed physician in the State of California.

4. A Peer Support Specialist with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification and who meet all other applicable California state requirements, including ongoing education requirements.

D. Medically Necessary or Medical Necessity. DMC-ODS services must be medically necessary.

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

2. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service is necessary to correct or ameliorate screened health conditions. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs. Services that sustain, support, improve, or make more tolerable substance misuse or a SUD are considered to ameliorate the condition and are thus covered as EPSDT services. (Section 1396d(r)(5) of Title 42 of the United States Code; W&I Section 14059.5(b)(1)).

E. Substance Abuse Mental Health Services Administration (SAMHSA). SAMHSA is a division of the U.S. Department of Health and Human Services. SAMHSA aims to build resilience and facilitate recovery for people with or at risk for mental or substance use disorders. SAMHSA provides funding to support substance abuse treatment.

16. NONDISCRIMINATION.

A. State Nondiscrimination Provisions.

1. **No Denial of Benefits on the Basis of Protected Classification.** During the performance of this Agreement, Contractor and its subcontractors shall not deny this Agreement's benefits to any person on the basis of any ground protected under state law including race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or other protected category and will not use any policy or practice that has the effect of discriminating on such basis.

2. **No Discrimination on the Basis of Health or Protected Classification.** Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, sections 438.3(d)(3) and (4), and state law, the Contractor shall not, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in Santa Barbara County who require an assessment or meet medical necessity criteria for specialty mental health services. Nor shall Contractor engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.

3. **No Discrimination against Handicapped Persons.** The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted program or activity, and shall comply with the implementing regulations Parts 84 and 85 of Title 45 of the C.F.R., as applicable.
4. **Determination of Medical Necessity.** Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to California Code of Regulations, Title 9, Sections 1820.205, 1830.205 and/or 1830.210, prior to providing covered services to a beneficiary.
5. **No Discrimination under State Law.** Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.)

B. <u>Federal Nondiscrimination Provisions</u>.

1. The Contractor will not discriminate against any employee or applicant for employment on the basis of any ground protected under federal law including race, color, religion, sex, national origin, physical or mental handicap or disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor shall include the provisions of Sections 16(B)(1) through 16(B)(7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation

Act of 1973 or 38 U.S.C. Section 4212 of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

C. Subcontracts. Contractor shall include the nondiscrimination and compliance provisions of this Agreement (Sections 16 and 18 of this Exhibit A-1, respectively) in all subcontracts to perform work under the Agreement.

17. GENERAL FISCAL AUDIT REQUIREMENTS.

A. In addition to the requirements identified below, the Contractor and its subcontractors are required to meet the audit requirements as delineated in Exhibit C General Terms and Conditions and Exhibit D(F), Paragraph 7 of the Intergovernmental Agreement, Contract Number 21-10034-A01.

B. All expenditures of county realignment funds, state and federal funds furnished to the Contractor and its subcontractors pursuant to this Agreement are subject to audit by DHCS. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of 45 C.F.R., Part 75, Subpart F and/or any independent Contractor audits or reviews. Objectives of such audits may include, but are not limited to, the following:

1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting.
2. To validate data reported by the Contractor for prospective contract negotiations.
3. To provide technical assistance in addressing current year activities and providing recommendations on internal controls, accounting procedures, financial records, and compliance with laws and regulations.
4. To determine the cost of services, net of related patient and participant fees, third party payments, and other related revenues and funds.
5. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and contract requirements.
6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Agreement objectives.

C. Unannounced visits to the Contractor and/or its subcontractors may be made at the discretion of DHCS.

D. The refusal of the Contractor or its subcontractors to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part constitutes an express and immediate material breach of this Agreement and will be sufficient basis to terminate the Agreement for cause or default.

E. Reports of audits conducted by DHCS shall reflect all findings, recommendations, adjustments and corrective actions as a result of its finding in any areas.

F. Contractor and its subcontractors, if any, shall include in any contract with an audit firm a clause to permit access by DHCS to the working papers of the external independent auditor, and require that copies of the working papers shall be made for DHCS at its request.

18. STATE CONTRACT COMPLIANCE FOR ALL CONTRACT SERVICES.

A. **Additional Contract Restrictions.** This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Agreement in any manner.

B. **Exhibit D(F) to the Intergovernmental Agreement, Contract Numbers 21-10034 and 21-10034-A01.** The following provisions of the Intergovernmental Agreement are hereby incorporated by reference into this Agreement, Sections 1 Federal Equal Employment Opportunity Requirements; 2 Travel and Per Diem Reimbursement; 3 Procurement Rules; 4 Equipment Ownership/Inventory/Disposition; 5 Subcontract Requirements; 6 Income Restrictions; 7 Audit and Record Retention; 8 Site Inspection; 9 Federal Contract Funds; 11 Intellectual Property Rights; 12 Air or Water Pollution Requirements; 13 Prior Approval of Training Seminars, Workshops, or Conferences; 14 Confidentiality of Information; 15 Documents, Publications, and Written Reports; 18 Human Subjects Use Requirements; 20 Debarment and Suspension Certification; 21 Smoke-Free Workplace Certification; 25 Officials Not to Benefit; 27 Prohibited Use of State Funds for Software; 32 Suspension or Stop Work Notification; 33 Public Communications; and 34 Compliance with Statutes and Regulations; and 35 Lobbying Restrictions and Disclosure Certification.

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

1. The parties agree that if the Contractor fails to comply with the provisions of Welfare and Institutions Code (W&I) Section 14124.24, all areas related to the DMC Treatment Program substance use disorder services shall be null and void and severed from the remainder of this Agreement.

2. In the event the Drug Medi-Cal Treatment Program Services component of this Agreement becomes null and void, an updated Exhibit B-1 will take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Agreement. All other requirements and conditions of this Agreement will remain in effect until amended or terminated.

D. **Hatch Act.** Contractor agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

E. **No Unlawful Use or Unlawful Use Messages Regarding Drugs.** Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Agreement, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

F. **Noncompliance with Reporting Requirements.** Contractor agrees that DHCS, through County, has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in this Agreement and in Exhibit A, Attachment I to the Intergovernmental Agreement, Contract Number 21-10034-A01 (or as identified in Document 1F(a) to the Intergovernmental Agreement (Reporting Requirement Matrix for Counties).

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

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

H. **Health Insurance Portability and Accountability Act (HIPAA) of 1996.** If any of the work performed under this Agreement is subject to HIPAA, then Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F of the Intergovernmental Agreement (Contract Number 21-10034-A01), the State, County, and Contractor shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Intergovernmental Agreement Exhibit F for additional information.

1. **Trading Partner Requirements.**

   i. **No Changes.** County and Contractor hereby agree that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 C.F.R. Part 162.915 (a)).

   ii. **No Additions.** County and Contractor hereby agree that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 C.F.R. Part 162.915 (b)).

   iii. **No Unauthorized Uses.** County and Contractor hereby agree that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications. (45 C.F.R. Part 162.915 (c)).

   iv. **No Changes to Meaning or Intent.** County and Contractor hereby agree that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification. (45 C.F.R. Part 162.915 (d)).

2. **Concurrence for Test Modifications to HHS Transaction Standards.** County agrees and understands that there exists the possibility that the State or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.
3. **Adequate Testing.** County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.
4. **Deficiencies.** County and Contractor agree to cure transactions errors or deficiencies identified by the DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.
5. **Code Set Retention.** Both Parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.
6. **Data Transmission Log.** Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between the Parties during the term of this Agreement. Each Party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

I. **Privacy and Security of Other Information Not Subject to HIPAA.** In addition to the HIPAA, Contractor shall comply with Exhibit F to the Intergovernmental Agreement, Contract Number 21-10034-A01, with respect to personal information and personally identifiable information under the California Information Practices Act, Cal. Civil Code Sections 1798 et seq., and Title 42 C.F.R., Chapter I, Subchapter A, Part 2.

J. **Counselor Certification.** Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, C.C.R., Division 4, Chapter 8.

K. **Cultural and Linguistic Proficiency.** To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Agreement shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards and comply with 42 C.F.R. 438.206(c)(2).

L. **Trafficking Victims Protection Act of 2000 (TVPA).** Contractor shall comply with the Trafficking Victims Protection Act of 2000 (22 U.S.C. Section 7104(g), as amended by Section 1702 of Pub.L. 112-239). The County has the authority to terminate the Agreement without penalty within thirty (30) days or to take any other remedial action authorized under 22 U.S.C. Section 7104b(c), if the Contractor: (a) Engages in severe forms of trafficking in persons during the period of time that the Agreement is in effect; (b) Procures a commercial sex act during the period of time that the Agreement is in effect; or (c) Uses forced labor in the performance of the Agreement or subcontracts under the Agreement, in accordance with TVPA of 2000 and in accordance with *Department Policy #12.002 Trafficking Victims Protection Act of 2000* found at: https://cosantabarbara.app.box.com/s/xdltu9hq9xlvakn3bcaoa7t2hcmorphn. Contractor must inform County immediately of any information Contractor receives from any source alleging a violation of a prohibition in this paragraph. For full text of the award term, go to: https://uscode.house.gov/view.xhtml?req=(title:22%20section:7104%20d%20edition:prelim)%20OR%20(granuleid:USC-prelim-title22-section7104%20d)&f=treesort&edition=prelimhttps://cosantabarbara.app.box.com/s/nq9hcrb6qa8spnbwal95bqg4p1rjum3y&num=0&jumpTo=true.

M. **Adolescent Substance Use Disorder Best Practices Guide.** Contractor will follow the California Adolescent Substance Use Disorder Best Practices Guide available at https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf and incorporated by this reference, in developing and implementing adolescent treatment programs funded under this Agreement, until such time as new adolescent guidelines are established and adopted. No formal amendment of this Agreement is required for new guidelines to be incorporated into this Agreement.

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

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

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2. Title IX of the Education Amendments of 1972 (regarding education and programs and activities), if applicable.
3. Title VIII of the Civil Rights Act of 1968 (42 USC § 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
4. Age Discrimination Act of 1975 (45 C.F.R. Part 90), as amended (42 USC Sections 6101 - 6107), which prohibits discrimination on the basis of age.
5. Age Discrimination in Employment Act (29 C.F.R. Part 1625).

6. Title I of the Americans with Disabilities Act (29 C.F.R. Part 1630) prohibiting discrimination against the disabled in employment.
7. Americans with Disabilities Act (28 C.F.R. Part 35) prohibiting discrimination against the disabled by public entities.
8. Title III of the Americans with Disabilities Act (28 C.F.R. Part 36) regarding access.
9. Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
10. Executive Order 11246 (42 USC § 2000(e) et seq. and 41 C.F.R. Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.
11. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
12. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
13. Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, Subparts A – E).
14. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
15. Section 1557 of the Patient Protection and Affordable Care Act.
16. Contractor shall comply with the conflict of interest safeguards described in 42 C.F.R. Section 438.58 and with the prohibitions described in Section 1902(a)(4)(C) of the Social Security Act applicable to contracting officers, employees, or independent Contractors.

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

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 C.C.R. § 10000 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the C.C.R., commencing with Section 10800.
4. No state or federal funds shall be used by the Contractor for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for the State to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

Q. Investigations and Confidentiality of Administrative Actions.

1. Contractor acknowledges that if it is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider from the DMC program, pursuant to WIC Section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. DHCS may also issue a Payment Suspension to a

provider pursuant to WIC Section 14107.11 and C.F.R., Title 42, Section 455.23. The County is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.

2. County and DHCS have entered a Confidentiality Agreement that permits DHCS to communicate with County concerning subcontracted providers that are subject to administrative sanctions.

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

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

1. Title 21, C.F.R. Part 1300 et seq., Title 42, C.F.R., Part 8;
2. Drug Medi-Cal Certification Standards for Substance Abuse Clinics;
3. Title 22, C.C.R., Sections 51341.1, and 51490.1;
4. Standards for Drug Treatment Programs (October 21, 1981);
5. Title 9, C.C.R., Division 4, Chapter 4, Subchapter 1, Section10000 et seq.;
6. Title 22, C.C.R., Section 51000 et seq;
7. HSC, Division 10.5, commencing with Section 11760;
8. Title 9, C.C.R., Division 4, Chapter 8, commencing with Section 13000;
9. Government Code Section 16367.8;
10. Title 42, C.F.R., Sections 8.1 through 8.6;
11. Title 21, C.F.R., Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and
12. State Administrative Manual (SAM), Chapter 7200 (Governmental Accounting and Reporting).

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

T. Control Requirements.

1. Contractor shall establish written policies and procedures consistent with these requirements:
   i. HSC, Division 10.5, commencing with Section 11760.
   ii. Title 9, C.C.R., Division 4, Chapter 8, commencing with Section 13000.
   iii. Government Code Section 16367.8.
   iv. Title 42, C.F.R., Sections 8.1 through 8.6.
   v. Title 21, C.F.R., Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.

vi. State Administrative Manual (SAM), Chapter 7200 (Governmental Accounting and Reporting).

2. Contractor shall be familiar with the above laws, regulations, and guidelines and shall ensure that its subcontractors, if any, are also familiar with such requirements.

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

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

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

2. County's AOD Program Administrator shall attend any special meetings called by the Director of DHCS.

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

A. General Provisions. The Substance Abuse Prevention and Treatment Block Grant (SABG) is a federal award within the meaning of Title 45, Code of Federal Regulations (C.F.R.), Part 75. This Agreement is a subcontract of the subaward to County of the federal award to DHCS to include but not limited to:

1. **Hatch Act.** Contractor agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

2. **No Unlawful Use or Unlawful Use Messages Regarding Drugs.** Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Agreement, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

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

4. **Debarment and Suspension.** Contractor shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or

regulatory authority other than Executive Order 12549. Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001. If Contractor subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

5. **Restriction on Distribution of Sterile Needles.** No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.
6. **Nondiscrimination and Institutional Safeguards for Religious Providers.** Contractor shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.
7. **Counselor Certification.** Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.
8. **Cultural and Linguistic Proficiency.** To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53https://thinkculturalhealth.hhs.gov/clas/standards.
9. **Intravenous Drug Use (IVDU) Treatment.** County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).
10. **Tuberculosis Treatment.** Contractor shall ensure the following related to Tuberculosis (TB):
    i. Routinely make available TB services to individuals receiving treatment.
    ii. Reduce barriers to patients' accepting TB treatment.
    iii. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.
11. **Trafficking Victims Protection Act of 2000.** Contractor and its subcontractors that provide services covered by this Agreement shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.
12. **Marijuana Restriction.** Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended in full accordance with U.S. statutory

requirements."); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

13. **Adolescent Best Practices Guidelines.** Contractor must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure The Adolescent Best Practices Guidelines can be found at: https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf

14. **Byrd Anti-Lobbying Amendment (31 USC 1352).** Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to County and DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

15. **Nondiscrimination in Employment and Services.** Contractor certifies that under the laws of the United States and the State of California, Contractor will not unlawfully discriminate against any person. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for County or DHCS to withhold payments under this Agreement or terminate all, or any type, of funding provided under County's Performance Agreement (No. 21-10112).

16. **Information Access for Individuals with Limited English Proficiency.**

    i. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

    ii. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

        a. Materials explaining services available to the public;

        b. Language assistance;

        c. Language interpreter and translation services; or

        d. video remote language interpreting services.

17. Non-profit subcontractors receiving SABG funds shall comply with the financial management standards contained in 45 C.F.R., Section 75.302(b)(1) through (4) and (b)(7), and 45 C.F.R., Section 96.30.

B. Federal Law Requirements.

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

C. State Law Requirements.

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No federal funds shall be used by Contractor or its subcontractors for sectarian worship, instruction, or proselytization.
5. No federal funds shall be used by Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

D. Additional Control Requirements.

1. In accepting DHCS drug and alcohol SABG allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall establish written policies and procedures consistent with these requirements:
   i. C.C.R. Title 9, Division 4, commencing with Section 9000.
   ii. Government Code Title 2, Division 4, Part 2, Chapter 2, Article 1.7, commencing with Section 16366.1.

iii. Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130.

iv. Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x- 53, 300x-57, and 300x-64 through 66.

v. Title 2, C.F.R. part 200 -The Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards.

vi. Title 45, C.F.R., Sections 96.30 through 96.33 and Sections 96.120 through 96.137.

vii. Title 42, C.F.R., Sections 8.1 through 8.6.

viii. Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, Subparts A-E).

ix. Title 21, C.F.R., Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances

x. State Administrative Manual (SAM), Chapter 7200 (Governmental Accounting and Reporting).

2. Contractor shall be familiar with the above laws, regulations, and guidelines and shall ensure that its subcontractors, if any, are also familiar with such requirements.

3. Restrictions on Salary. Contractor agrees that no part of any federal funds provided under this Agreement shall be used by the Contractor or its subcontractors to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule. Salary and wages schedules may be found at https://grants.nih.gov/grants/policy/salcap_summary.htm. SABG funds used to pay a salary in excess of the rate of basic pay for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's actual salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with SABG funds.

E. Additional Contract Compliance Provisions.

1. **Nondiscrimination and Institutional Safeguards for Religious Providers.** In order to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42 C.F.R. Part 54, Contractor is required to submit to the County ADP Division Chief, the "Survey on Ensuring Equal Opportunity for Applicants" form, available from ADP Division Chief, to identify if the organization is a religious provider. Contractor shall not use funds provided through this Agreement for inherently religious activities, such as worship, religious instruction, or proselytization. If Contractor conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds from the Department. Contractor may not discriminate against a client or prospective client on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Contractors identifying as religious organizations shall establish a referral process to a reasonably accessible alternative program for clients who may object to the religious nature of the Contractor's Program. Referrals that were made due to the religious nature of the Contractor's Program shall be submitted within three (3) days to the County.

3. **Tribal Communities and Organizations.** County shall regularly assess (e.g. review population information available through Census data, and compare to information obtained in CalOMS Treatment data, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the County.

6. **Perinatal Practice Guidelines.** As applicable, Contractor shall be properly certified to provide perinatal DMC services and shall comply with the applicable requirements contained in Article III. PP of the Intergovernmental Agreement, Exhibit A, Attachment I. Contractor must also comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The "*Perinatal Practice Guidelines*" are incorporated by reference. The Contractor must comply with the current version of these guidelines: https://www.dhcs.ca.gov/Documents/CSD_KS/CSD%20Perinatal%20Services/Perinatal-Practice-Guidelines.pdf, until new Perinatal Practice Guidelines are established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Agreement shall not require a formal amendment.

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

EXHIBIT A-2
STATEMENT OF WORK: ADP
EARLY INTERVENTION SERVICES, OUTPATIENT TREATMENT SERVICES, AND INTENSIVE OUTPATIENT TREATMENT SERVICES

1. **PROGRAM SUMMARY.** The Contractor shall provide early intervention services (EI) (ASAM Level 0.5 services), outpatient treatment services (OS) (ASAM Level 1.0), and intensive outpatient treatment services (IOS) (ASAM Level 2.1) (hereafter, the "Program") to assist clients obtain and maintain sobriety. Clients shall include adolescents, adults and perinatal adults as further specified in this Exhibit. Treatment services shall include: assessment, care coordination services, clinical consultation, counseling (group and individual), family therapy, medication services, Medications for Addiction Treatment (MAT) for Opioid Use Disorder (OUD), MAT for Alcohol Use Disorder (AUD) and Non-Opioid Substance Use Disorder (SUD), patient education, recovery services, peer support services, SUD crisis intervention services, as applicable, and in accordance with state and federal regulations and requirements and Drug Medi-Cal Organized Delivery System (DMC-ODS) requirements. The Program shall be Drug Medi-Cal (DMC)-certified to provide early intervention services, outpatient services, and intensive Outpatient Services. The Program will be located at:

   A. EI ASAM Level 0.5 (under the age of 21):

      1. Daniel Bryant Adolescent Treatment Center - Lompoc - 106 South C Street, Suite A, Lompoc, California;
      2. Daniel Bryant Youth and Family Treatment Center - 1111 Garden Street, Santa Barbara, California; and
      3. Daniel Bryant Adolescent Treatment Center – Santa Maria - 526 East Chapel Street, Santa Maria, California.

   B. OS ASAM Level 1.0 (under the age of 21):

      1. Daniel Bryant Adolescent Treatment Center - Lompoc - 106 South C Street, Suite A, Lompoc, California;
      2. Daniel Bryant Youth and Family Treatment Center - 1111 Garden Street, Santa Barbara, California; and
      3. Daniel Bryant Adolescent Treatment Center – Santa Maria - 526 East Chapel Street, Santa Maria, California.

   C. OS ASAM Level 1.0 (Adults):

      1. Project Recovery Outpatient Treatment Center - 106 South C Street, Suites B and C, Lompoc, California; and
      2. Project Recovery - 133 E. Haley Street, Santa Barbara, California.

D. IOS ASAM Level 2.1 (under the age of 21):

1. Daniel Bryant Adolescent Treatment Center – Lompoc - 106 South C Street, Suite A, Lompoc, California;
2. Daniel Bryant Youth and Family Treatment Center - 1111 Garden Street, Santa Barbara, California; and
3. Daniel Bryant Adolescent Treatment Center – Santa Maria - 526 East Chapel Street, Santa Maria, California.

E. IOS ASAM Level 2.1 (Adults)

1. Project Recovery Outpatient Treatment Center - 106 South C Street, Suites B and C, Lompoc, California; and
2. Project Recovery - 133 E. Haley Street, Santa Barbara, California.

2. PROGRAM GOALS. The Contractor shall:

A. Provide individualized early intervention, outpatient treatment services, and intensive outpatient treatment services to support clients with successful treatment and recovery from their substance use disorder;

B. Introduce clients to an ongoing process of recovery designed to reduce harm and/or achieve total abstinence from substance misuse;

C. Promote self-sufficiency and empower clients to become productive and responsible members of the community; and

D. Reduce recidivism of clients and increase community safety.

3. SERVICES.

A. The Contractor shall ensure that the following program service components are provided to adolescent, adults and perinatal clients consistent with access criteria, assessment, level of care determination, and medical necessity. Services must be recommended by a Licensed Practitioner of The Healing Arts within the scope of practice. Services include: assessment, care coordination services, clinician consultation, counseling (individual and group), family therapy, medication services, MAT for OUD, MAT for AUD and Non-Opioid SUD, patient education, peer support services, recovery services, and SUD crisis intervention services as described below in this Exhibit.

1. **Assessment.** Assessment consists of activities to evaluate or monitor the status of a beneficiary's behavioral health and determine the appropriate level of care and course of treatment for that beneficiary. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary. Assessment services may include one or more of the following components:
   i. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the SUD.

ii. Diagnosis of SUD utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination and laboratory testing (e.g., body specimen screening) necessary for treatment and evaluation conducted by staff lawfully authorized to provide such services and/or order laboratory testing (laboratory testing is covered under the "Other laboratory and X-ray services" benefit of the California Medicaid State Plan).

iii. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the beneficiary's needs, planned interventions and to address and monitor a beneficiary's progress and restoration of a beneficiary to their best possible functional level.

2. **Care Coordination Services.** Care coordination was previously referred to as "case management." DHCS has retitled and re-described this benefit as "care coordination." Care coordination shall be provided to a client in conjunction with all levels of treatment. Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the beneficiary with linkages to services and supports designed to restore the beneficiary to their best possible functional level. Care coordination can be provided in clinical or non-clinical settings (including the community) and can be provided face-to-face, by telehealth, or by telephone. Care coordination includes one or more of the following components:

   i. Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.

   ii. Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.

   iii. Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

3. **Clinician Consultation.** Clinician Consultation consists of DMC-ODS LPHAs consulting with LPHAs, such as addiction medicine physicians, addiction psychiatrists, licensed clinicians, or clinical pharmacists, to support the provision of care. Clinician Consultation is not a direct service provided to DMC-ODS beneficiaries. Rather, Clinician Consultation is designed to support DMC-ODS licensed clinicians with complex cases and may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations. It includes consultations between clinicians designed to assist DMC clinicians with seeking expert advice on treatment needs for specific DMC-ODS beneficiaries. These consultations can occur in person, by telehealth, by telephone, or by asynchronous telecommunication systems.

4. **Counseling (Individual and Group).**

   i. Group Counseling - consists of contacts with multiple beneficiaries at the same time. Group Counseling shall focus on the needs of the participants. Group counseling services means face-to-face, telehealth, or telephone contacts with one or more therapists or counselors to a group that includes 2-12 individuals.

a. Contractor shall ensure that each client receives counseling sessions depending on the client's needs or be subject to discharge, as specified in 22 C.C.R. Section 51341.1(d).

b. Group counseling sessions shall focus on short-term personal, family, job/school, and other problems and their relationship to substance misuse or a return to substance misuse.

c. Services shall be provided as scheduled.

d. Clients must be DMC eligible to claim DMC reimbursement for the group session.

ii. Individual Counseling – consists of contacts between a client and a Licensed Practitioner of the Healing Arts (LPHA) or counselor that are provided face-to-face, by telehealth or by telephone. Individual counseling can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary by supporting the achievement of the beneficiary's treatment goals.

5. **Family Therapy.** Family Therapy is a rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the beneficiary's recovery as well as the holistic recovery of the family system. Family members can provide social support to the beneficiary and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the beneficiary is not present during the delivery of this service, but the service is for the direct benefit of the beneficiary.

6. **Medication Services.** Medication Services includes prescription or administration of medication related to SUD services, or the assessment of the side effects or results of the medication. Medication Services does not include MAT for OUD or MAT for Alcohol Use Disorders (AUD) and other Non-Opioid Substance Use Disorders. Medication Services includes prescribing, administering, and monitoring medications used in the treatment or management of SUD and/or withdrawal management not included in the definitions of MAT for OUD or MAT for AUD services.

7. **Medications for Addiction Treatment (MAT).** Medications for addiction treatment (also known as Medication-Assisted Treatment or MAT) includes all FDA-approved medications and biological products to treat Alcohol Use Disorder (AUD), Opioid Use Disorder (OUD), and any SUD.

   i. MAT for OUD includes all medications approved under section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355) and all biological products licensed under section 351 of the Public Health Service Act (42 U.S.C. 262) to treat OUD.

   ii. Medications for Addiction Treatment (also known as medication assisted treatment (MAT)) for AUD and Non-Opioid Substance Use Disorders includes all FDA-approved drugs and services to treat AUD and other non-opioid SUDs involving FDA-approved medications to treat AUD and non-opioid SUDs.

iii. Contractor shall not deny access to medication or administratively discharge a beneficiary who declines counseling services. For patients with lack of connection to psychosocial services, more rigorous attempts at engagement in care may be indicated, such as using different evidence-based practices, different modalities (e.g., telehealth), different staff, and/or different services (e.g., Peer Support Services). If the Contractor is not capable of continuing to treat the beneficiary, the Contractor shall assist the member in choosing another MAT provider, ensure continuity of care, and facilitate a warm hand-off to ensure engagement.

iv. Contractor shall serve beneficiaries needing or utilizing MAT; beneficiaries cannot be denied treatment services or be required to decrease dosage or be required to be tapered off medications as a condition of entering or remaining in the program.

v. Contractor shall demonstrate that it either directly offers or has effective referral mechanisms and process in place to link beneficiaries to MAT when they have SUD diagnoses that are treatable with Food and Drug administration (FDA)-approved medications and biological products. An effective referral mechanism and process is defined as facilitating access to MAT off-site for beneficiaries while they are receiving intensive outpatient treatment services if not provided on-site. Providing a beneficiary the contact information for a treatment program is insufficient. A facilitated referral to any Medi-Cal provider rendering MAT to the beneficiary is compliant whether or not they seek reimbursement through DMC-ODS.

8. **Patient Education.** Patient Education means education for the beneficiary on addiction, treatment, recovery, and associated health risks.

9. **Peer Support Services.** Peer Support Services are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Peer Support services include the following:

   i. Provided by a Certified Peer Support Specialist. Peer Support Specialists must provide services under the direction of a Behavioral Health Professional in accordance with applicable state licensure and regulation requirements.

   ii. May be provided face-to-face, by telephone, or by telehealth with the beneficiary or significant support person(s) and may be provided anywhere in the community.

   iii. Based on a plan of care that includes specific individualized goals.

   iv. Can include contact with family members or other people supporting the beneficiary (defined as collaterals) if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary by supporting the achievement of the beneficiary's treatment goals. There may be times when, based on clinical judgment, the beneficiary is not present during the delivery of the service, but remains the focus of the service.

   v. Educational Skill Building Groups, Engagement and Therapeutic Activity services as defined below:

a. Educational Skill Building Groups: Educational Skill Building Groups means providing a supportive environment in which beneficiaries and their families learn coping mechanisms and problem-solving skills in order to help the beneficiaries achieve desired outcomes. These groups promote skill building for the beneficiaries in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.

b. Engagement services: Engagement services means activities and coaching led by Peer Support Specialists to encourage and support beneficiaries to participate in behavioral health treatment. Engagement may include supporting beneficiaries in their transitions between levels of care and supporting beneficiaries in developing their own recovery goals and processes.

c. Therapeutic Activity: Therapeutic Activity means a structured non-clinical activity provided by Peer Support Specialists to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the beneficiary's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the beneficiary; promotion of self-advocacy; resource navigation; and collaboration with the beneficiaries and others providing care or support to the beneficiary, family members, or significant support persons.

vi. Peer Support Services are delivered and claimed as a standalone service. In addition, Peer Support Services may be provided in conjunction with other services or levels of care described in this "Covered DMC-ODS Services" section, including inpatient and residential services, but shall be billed separately.

10. **Recovery Services.** Recovery Services are designed to support recovery and prevent relapse with the objective of restoring the beneficiary to their best possible functional level. Recovery Services emphasize the beneficiary's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to beneficiaries. Beneficiaries may receive Recovery Services based on self-assessment or provider assessment of relapse risk. Beneficiaries do not need to be diagnosed as being in remission to access Recovery Services. Beneficiaries may receive Recovery Services while receiving MAT services, including NTP services. Beneficiaries may receive Recovery Services immediately after incarceration with a prior diagnosis of SUD. Services may be provided in person, by telehealth, or by telephone. Recovery Services can be delivered and claimed as a standalone service, concurrently with the other levels of care described in this "Covered DMC-ODS Services" section, or as a service delivered as part of these levels of care. Recovery Services include the following service components: Assessment, Care Coordination, Counseling (individual and group), and Family Therapy in addition to:

i. Recovery Monitoring, which includes recovery coaching and monitoring designed for the maximum reduction of the beneficiary's SUD.

ii. Relapse Prevention, which includes interventions designed to teach beneficiaries with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the beneficiary's SUD.

11. **SUD Crisis Intervention Services.** SUD Crisis Intervention Services" consists of contacts with a beneficiary in crisis. A crisis means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. SUD Crisis Intervention Services shall focus on alleviating the crisis problem, be limited to the stabilization of the beneficiary's immediate situation and be provided in the least intensive level of care that is medically necessary to treat their condition.

4. LEVELS OF CARE.

A. Early Intervention Services ASAM Level 0.5

1. **Frequency and Setting.** Early Intervention services are covered DMC-ODS services for beneficiaries under the age of 21. Early intervention services are provided under the outpatient treatment modality and must be available as needed based on individual clinical need, even if the beneficiary under age 21 is not participating in the full array of outpatient treatment services.
   i. SUD diagnosis is not required for Early Intervention services.
   ii. A full assessment utilizing the ASAM criteria is not required for a DMC beneficiary under the age of 21 to receive Early Intervention services; an abbreviated screening tool may be used. If the beneficiary under 21 meets diagnostic criteria for SUD, a full ASAM assessment shall be performed, and the beneficiary shall receive a referral to the appropriate level of care indicated by the assessment.
   iii. Early intervention services may be delivered in person, by telephone, or by telehealth and in appropriate settings in the community in compliance with Department *Policy #7.009 Drug Medi-Cal Organized Delivery System (DMC-ODS) Outpatient Treatment Services.*
2. **EI ASAM Level 0.5 Services.** Any beneficiary under the age of 21 who is screened and determined to be at risk of developing a SUD may receive any service component to include: assessment, care coordination, clinician consultation, counseling (individual and group), family therapy, medication services, Medications for Addiction Treatment (MAT) for Opioid Use Disorder (OUD), MAT for AUD and non-opioid SUDs, patient education, peer support, recovery services, SUD crisis intervention services, as follows and as otherwise set forth in this Exhibit, Section 3.A.1-11.

B. Outpatient Treatment Services (OS) ASAM Level 1.0.

1. **Frequency and Setting.** Outpatient Treatment Services (also known as Outpatient Drug Free or ODF) are provided to beneficiaries when medically necessary. OS shall be made available:
   i. To adults, for up to nine (9) hours per week.
   ii. To adolescents, for up to six (6) hours per week.
   iii. Services received by the beneficiary may exceed the maximum based on individual medical necessity.
   iv. Services may be provided in-person, by telephone, or by telehealth and in appropriate settings in the community in compliance with Department *Policy #7.009 Drug Medi-Cal Organized Delivery System (DMC-ODS) Outpatient Treatment Services.*

2. **OS ASAM Level 1.0 Services.** Contractor shall ensure that ASAM Level 1.0 services components are provided, to include: assessment, care coordination, clinician consultation, counseling (individual and group), family therapy, medication services, Medications for Addiction Treatment (MAT) for Opioid Use Disorder (OUD), MAT for AUD and non-opioid SUDs, patient education, peer support, recovery services, SUD crisis intervention services, as follows and as otherwise set forth in this Exhibit, Section 3.A.1-11.

C. Intensive Outpatient Treatment Services (IOS) ASAM Level 2.1.

1. **Frequency and Setting.** Intensive Outpatient Treatment Services are provided to beneficiaries when medically necessary in a structured programming environment. IOS shall be made available:

   i. To adults, a minimum of nine (9) hours with a maximum of 19 hours a week.

   ii. To adolescents, a minimum of six (6) hours with a maximum of 19 hours a week.

   iii. Services received by the beneficiary may exceed the maximum based on individual medical necessity.

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

2. **IOS ASAM Level 2.1 Services.** Contractor shall ensure that ASAM Level 2.1 services are provided, including: assessment, care coordination, clinician consultation, counseling (individual and group), family therapy, medication services, Medications for Addiction Treatment (MAT) for Opioid Use Disorder (OUD), MAT for AUD and non-opioid SUDs, patient education, peer support, recovery services, SUD crisis intervention services, as follows and as otherwise set forth in this Exhibit, Section 3.A.1-11.

5. ADDITIONAL SERVICES REQUIREMENTS.

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

B. Adolescent Treatment. Contractor will provide Adolescent treatment to address youth-specific developmental issues, provide comprehensive and integrated services, involve families, and allow youth to remain in the most appropriate, but least restrictive, setting so they can be served within their families, group and community. Contractor will provide Adolescent treatment services which shall include assessment, care coordination, clinician consultation, counseling (individual and group), family therapy, medication services, Medications for Addiction Treatment (MAT) for Opioid Use Disorder (OUD), MAT for AUD and non-opioid SUDs, patient education, peer support, recovery services, SUD crisis intervention services, and as defined in Section 3.B.2 (Outpatient Services (OS) above and as otherwise set forth in this Exhibit and that is age appropriate and in alignment with the State of California Adolescent Best Practices Guide at: https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf.

1. Developmentally appropriate care takes into account the distinct developmental stage of the adolescent and any cognitive, social, emotional, and/or developmental delays or disabilities he or she may have. Furthermore, developmentally appropriate care addresses the physical and emotional changes that occur during puberty, which vary by gender.
2. Family counseling is an important aspect of adolescents' SUD treatment. For many adolescents, family factors may play an important role in the development of their SUD. Identification of family members (of origin or of choice) is an important element of family counseling. Likewise, identification of the ways in which these family members can participate in the adolescent's treatment and recovery is crucial in establishing family supports for adolescents. Family counseling helps address strained familial relationships, improves communication, boosts parents' or caregivers' skills and confidence, and develops a support system for the adolescent with a SUD and for the family as a whole.
3. Contractor shall implement and engage in outreach activities designed to increase local community awareness of treatment services. Engagement for adolescents should include technology (e.g., cell phones, social media), recovery coaching, and peer mentoring. Outreach priorities should be placed on connecting with other public adolescent serving service systems (e.g., schools, child protective services, mental health, juvenile justice) to identify adolescents with SUDs.
4. Contractor shall work with adolescents to develop interests and participate in recreational and social activities that do not involve and may serve as alternatives to substance use. The development of and reengagement in hobbies, family activities, games, sports, creative ventures, community activities, and other recreational and leisure activities, both structured and unstructured, are important components of recovery that should be put into place during the treatment and recovery planning and remain through continuing care and recovery support.

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

1. Individual, group counseling and drug testing that is in alignment with the current State of California Perinatal Practice Guidelines, and any updates thereto: https://www.dhcs.ca.gov/Documents/CSD_KS/CSD%20Perinatal%20Services/Perinatal-Practice-Guidelines.pdf
2. Services shall address treatment and recovery issues specific to pregnant and postpartum women, such as relationships, sexual and physical abuse, and development of parenting skills;
3. Mother/child habilitative and rehabilitative services, such as parenting skills and training in child development;
4. Access to additional support services, such as arrangement for transportation and child care services;
5. Education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant; and

6. Coordination of ancillary services, such as medical/dental, education, social services, and community services.

D. Transitions to Other Levels of Care (LOC). Contractor shall ensure all clients are reassessed using the ASAM LOC Screening, at a minimum of every 90 days, unless medical necessity warrants more frequent reassessments, to ensure clients are receiving treatment in the appropriate LOC.

1. Beneficiary placement and level of care determinations shall ensure that beneficiaries are able to receive care in the least intensive level of care that is clinically appropriate to treat their condition.
2. The ASAM Criteria shall be used to determine placement into the appropriate level of care for all beneficiaries, and is separate and distinct from determining medical necessity. i. For beneficiaries 21 and over, a full assessment using the ASAM Criteria shall be completed within 30 days of the beneficiary's first visit with an LPHA or registered/certified counselor.
    i. For beneficiaries under 21, or for adults experiencing homelessness, a full assessment using the ASAM Criteria shall be completed within 60 days of the beneficiary's first visit with an LPHA or registered/certified counselor.
    ii. A full ASAM Criteria assessment is not required to deliver prevention and early intervention services for beneficiaries under 21; a brief screening ASAM Criteria tool is sufficient for these services (see below regarding details about ASAM level of care 0.5). iv. If a beneficiary withdraws from treatment prior to completing the ASAM Criteria assessment and later returns, the time period starts over.
    iii. A full ASAM Criteria assessment, or initial provisional referral tool for preliminary level of care recommendations, shall not be required to begin receiving DMC-ODS services. A full ASAM assessment does not need to be repeated unless the beneficiary's condition changes.
3. Care Coordination. Contractor shall ensure care coordinators transition clients to the appropriate LOC within 10 business days from the time of the assessment/reassessment or screening, with no interruption of current treatment services.
    i. The Contractor shall ensure all care coordinators transition the beneficiaries to appropriate LOC. This may include step-up or stepdown in DMC-ODS treatment services. Care coordinators shall provide warm hand-offs and transportation to the new LOC when medically necessary and documented in the individualized treatment plan.
    ii. The Contractor shall ensure all care coordinators transition beneficiaries to the appropriate LOC, within 10 business days from the time of assessment or reassessment, with no interruption of current treatment services.
    iii. The Contractor shall ensure a beneficiary's transition of care to a DMC-ODS provider when that beneficiary has received, and no longer requires, inpatient SUD services (ASAM level 3.7 and 4.0 services) in an acute care hospital, or another Fee for Service (FFS) facility, when the county-operated or subcontracted DMC-ODS provider is notified by the facility.

iv. The Contractor shall ensure a beneficiary's transition of care to a DMC-ODS provider when that beneficiary has received, and no longer requires, inpatient SUD services (ASAM level 3.7 and 4.0 services) in a subcontracted Chemical Dependency Recovery Hospital (CDRH) or Acute Freestanding Psychiatric hospital, when the county-operated or subcontracted DMC-ODS provider is notified by the facility.

6. ADDITIONAL CONTRACTOR-SPECIFIC SERVICES.

A. Contractor shall provide Co-Occurring Capable treatment services as defined by the American Society of Addiction Medicine (ASAM). Co-Occurring Capable services have a primary focus on substance-use disorder but are capable of treating clients with sub-threshold or diagnosable but stable mental disorders. Psychiatric services shall be available on-site or by consultation; identified program staff are competent to understand and identify signs and symptoms of acute psychiatric conditions.

1. Contractor shall serve a diverse population including individuals with no mental health condition or trauma history, individuals with mild to moderate mental health conditions, and a small percentage of individuals who have more serious psychiatric conditions or those who may intermittently have flare ups of acute symptoms but do not need acute mental health treatment as Program capacity allows.
2. Treatment planning and group programming shall include specific interventions to help clients manage their addiction and mental health symptoms.
3. All staff shall be supported and assisted to be co-occurring competent so that all staff can work as an integrated team.

7. CLIENTS.

A. Contractor shall provide EI ASAM Level 0.5 (under the age of 21), OS ASAM Level 1.0 (adolescents or adults), or IOS ASAM Level 2.1 (adolescents or adults) services as described in Section 3 (Services) to adolescents, perinatal clients and adults referred by sources described in Section 8 (Referrals), up to the funding levels projected in Exhibit B-1 ADP for this Program.

B. Contractor shall admit clients with co-occurring disorders where appropriate.

8. REFERRALS.

A. Referral Sources.

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

B. Screening and Referral Process.

1. **Screening for indicated ASAM Level of Care.** Each client shall have an initial screening to determine the indicated ASAM level of care using the ASAM placement criteria. If the initial screening is completed by the Access Line, the contractor will be notified of the indicated ASAM level of care for the referral and the client shall be scheduled with Contractor for a complete assessment to determine actual ASAM level of care, diagnosis and medical necessity, consistent with Title 22 Sections 51303 and Welfare and Institutions Code sections 14184.402, subd. (a) and 14059.5 and BHINs 21-071 and 23-001.

9. INTAKE AND ADMISSION PROCESS.

A. Initial Screening Review. Contractor shall either complete the screening or review Access Line screening received with referral information upon receiving it via a secured transmission.

B. Timely Access to Services. In accordance with 42 CFR 438.206, the Contractor shall:

1. Meet standards for timely access to care and services, taking into consideration the urgency of need for services. Contractor shall attempt to provide first service for routine referrals within 10 business and within 48 hours for referrals determined to be urgent as outlined in *Department Policy # 2.001 - Network Adequacy Standards and Monitoring.*

C. Admission Documentation.

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

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

C. Comprehensive ASAM Assessment.

1. A Comprehensive ASAM Assessment shall be completed within thirty (30) calendar days following the first visit with a Licensed Practitioner of the Healing Arts (LPHA), registered/certified counselor, or Peer Support Specialist whether or not a DSM diagnosis for Substance-Related and Addictive Disorders is established, of client intake to 1.0 Outpatient or 2.1 Intensive Outpatient treatment;

i. If a beneficiary withdraws from treatment prior to establishing a DSM diagnosis for Substance-Related and Addictive Disorders, and later returns, the 30-day time period starts over.

2. For beneficiaries under 21, or for adults experiencing homelessness, a comprehensive assessment shall be completed within 60 days of the client's admission to treatment.

3. The initial assessment shall be performed face-to-face, by telehealth ("telehealth" throughout this document is defined as synchronous audio and video) or by telephone (synchronous audio-only) by an LPHA or registered or certified counselor and may be 2 done in the community or the home.

4. The LPHA or the counselor shall evaluate the assessment and intake information through a face-to-face, telehealth, or telephone meeting with the client, in order to determine medical necessity in compliance with the and Title 22 C.C.R. Sections 51303 and Welfare and Institutions Code sections 14184.402, subd. (a) and 14059.5 and BHINs 21-071 and 23-001.

D. Notice of Adverse Benefit Determination. If Contractor determines that the medical necessity criteria has not been met, then a written Notice of Adverse Benefit Determination (NOABD) shall be issued in accordance with 42 C.F.R. Section 438.404, 42 C.F.R. Section 438.10, and *Department Policy #4.010 Notice of Adverse Benefit Determination.*

E. Admit Clients Meeting Medical Necessity. Contractor shall admit clients referred by the Department, who meet medical necessity, unless the client meets one or more conditions specified in Section 7 (Exclusion Criteria), or if space is not available in the Program, as described below in Section H (Notify Access Line/QCM If Space Not Available in Program).

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

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

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

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

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

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

10. EXCLUSION CRITERIA.

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

A. Client threat of or actual violence toward staff or other clients.

B. Rude or disruptive behavior that cannot be redirected.

C. Client does not meet medical necessity criteria, consistent with Title 22 C.C.R. Sections 51303 and Welfare and Institutions Code sections 14184.402, subd. (a) and 14059.5 and BHINs 21-071 and 23-001.

11. DOCUMENTATION REQUIREMENTS.

A. Data Entry and Clinical Documentation into County's IT System. Treatment data, other client data, and clinical documentation required by County into the County's IT, unless otherwise approved.

B. Documentation Requirements. Contractor must comply with all documentation requirements pursuant to Title 22 Sections 51303 and 51341.1, Intergovernmental Agreement between the County Department of Behavioral Wellness (Department) and State Department of Healthcare Services (DHCS) for providing covered Drug Medi-Cal Organized Delivery System (DMC-ODS) services for Substance Use Disorder treatment, Agreement Numbers 21-10034 and 21-10034-A01 and Department policy 8.102 CalAIM Documentation Reform.

12. DISCHARGES.

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

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

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

C. Provide Client with Discharge Plan. Contractor shall provide the Discharge Plan to the client during the last treatment service.

D. Discharge Summary Required. A Discharge Summary is to be completed for all clients, at the end of their treatment episode, regardless of level of care or successful/unsuccessful completion.

E. Contents of Discharge Summary. The Discharge Summary must include:

1. The duration of the client's treatment, as determined by dates of admission to and discharge from treatment;
2. The reason for discharge;
3. A narrative summary of the treatment episode; and
4. The client's prognosis.

F. Document Discharge Information in Department IT System. Contractor shall document discharge information in CalOMS via the Department IT system no later than thirty (30) days following discharge.

G. Discharge Client if No Services Received Within 30 Day Period. Any client that does not receive any service within a 30-day period shall be discharged, as of the date of last service, per CalOMS guidelines. The date of discharge shall be the last client contact.

H. Unplanned Discharge Requirements. Discharge of a client from treatment may occur on a voluntary or involuntary basis. An NOABD should be issued anytime a client has an unplanned discharge, whether it is voluntary or involuntary. An involuntary discharge is subject to the requirements set forth in *Department Policy #4.010 Notice of Adverse Benefit Determination.*

EXHIBIT A-3
STATEMENT OF WORK: ADP
CONTINGENCY MANAGEMENT – RECOVERY INCENTIVES PROGRAM SERVICES

1. **PROGRAM SUMMARY.** The Contractor shall provide contingency management services, referred to as the Recovery Incentives Program (hereafter, the "Program"), an evidence-based treatment for substance use disorders with a focus on stimulant use disorder (StimUD). The Program is intended to complement outpatient services (OS) (American Society of Addiction Medicine [ASAM] Level 1.0) and intensive outpatient services (IOS) (ASAM Level 2.1). Program services will be offered at the following locations:

   A. Daniel Bryant Youth and Family Treatment Center - 111 Garden Street, Santa Barbara, California;

   B. Daniel Bryant Adolescent Treatment Center – Santa Maria - 526 East Chapel Street, Santa Maria, California;

   C. Daniel Bryant Adolescent Treatment Center - Lompoc – 106 South C Street, Suite A, Lompoc, California;

   D. Project Recovery Outpatient Treatment Center - 106 South C Street, Suite B and C, Lompoc, California.

   E. Project Recovery - 133 E. Haley Street, Santa Barbara, California; and

2. **PROGRAM GOALS.** The Contractor shall:

   A. Provide structured contingency management services to support clients with successful treatment and recovery from their StimUD;

   B. Introduce clients to an ongoing process of recovery designed to reduce harm and/or achieve total abstinence from substance misuse;

   C. Promote self-sufficiency and empower-clients to become productive and responsible members of the community; and

   D. Reduce recidivism of clients and increase community safety.

3. **SERVICES.** The Contractor shall provide the contingency management (CM) services below. All CM services shall be provided as outlined in Behavioral Health Information Notice (BHIN) 22-056 or subsequent Department of Health Care Services (DHCS) Information Notices including, but not limited to, incentive delivery, harm reduction practices, treatment scheduling, provider and staffing criteria, CM workflow, and coordination between CM providers. BHIN 22-056 and any subsequent, applicable BHIN are incorporated by this reference as if fully set-forth herein.

   A. Contingency Management Treatment. The Contractor shall provide the following services:

      1. **Frequency and Setting.** CM treatment will consist of a 24-week outpatient program, during which incentives will be available to clients for meeting the target behavior of stimulant-non-use, measured by regular drug testing.

         i. Weeks 1–12 of CM treatment will serve as the escalation/reset/recovery period, and weeks 13–24 will serve as the stabilizing period.

         ii. During the initial 12 weeks of CM treatment, clients will visit the treatment setting to provide Urine Drug Testing (UDT) twice per week. Visits will be separated by at

least 72 hours (e.g., Monday and Thursday, or Tuesday and Friday) to minimize the chance that drug metabolites from the same drug-use episode will be detected in more than one UDT.

iii. During weeks 13–24 of CM treatment, clients will visit the treatment setting for drug testing once a week.

2. **CM Treatment Services.** Contractor shall provide clients with incentives for meeting the target behavior of stimulant-non-use as demonstrated by point-of-care UDTs. Clients will be able to receive a maximum of $599 in total incentives per year for successful completion of the treatment protocol. The Contractor has no discretion to determine the size or distribution of incentives. The size of the incentive will be based on the protocols in Section f. iii (Treatment Schedule) of BHIN 22-056 or subsequent DCHS Information Notices.

B. Contingency Management Continuing Care. The Contractor shall provide the following services:

1. **Frequency and Setting.** Continuing care begins when a client completes the initial 24-weeks of CM treatment. The client will receive CM continuing care of six months or more, with treatment services to support ongoing recovery (e.g., counseling and peer support services).

2. **CM Continuing Care Services.** During the period of CM continuing care, clients shall receive treatment and recovery-oriented support and services from the Contractor including, but not limited to, Recovery Services.

4. CLIENTS.

A. Contractor shall provide services in a non-residential level of care as described in Section 3 (Services) to adults and adolescents as appropriate, who meet medical necessity up to the funding levels projected in Exhibit B-1 ADP for this Program.

B. Contractor shall accept referrals [reference OS Referral section] and screen all outpatient clients for eligibility for CM; CM shall be offered to all outpatient clients who meet medical necessity.

C. Contractor shall ensure that the initial clinical assessment of each beneficiary confirms the beneficiary has a diagnosis of moderate or severe StimUD as defined by the clinical criteria in the current Diagnostic and Statistical Manual of Mental Disorders (DSM), that outpatient treatment is appropriate per the ASAM criteria, and that CM is medically necessary.

D. Contractor shall admit beneficiaries with co-occurring disorders as appropriate.

5. DRUG TESTING.

A. During each visit, the Contractor's CM coordinator will collect a urine sample from the participating beneficiary. The Contractor's CM coordinator shall test the sample for stimulants, including cocaine, amphetamine, and methamphetamine, as well as for opiates and oxycodone.

B. Contractor shall hold a Clinical Laboratory Improvement Amendments (CLIA) "waived test" certification and be registered with the California Department of Public Health (CDPH) (or be accredited by an approved accreditation body).

C. Each UDT must be performed in accordance with the manufacturer's instructions for the test, and the Contractor must ensure that waived testing personnel meet facility-defined minimum requirements and have records of training and competency assessment. The Contractor shall use appropriate precautions to avoid tampering with UDT specimens. Each test must be accompanied by reliability measures including temperature, creatinine, and pH level. DHCS has identified four UDTs that meet program specifications, as listed in Table 2 of BHIN 22-056.

6. DOCUMENTATION REQUIREMENTS.

A. **Data Entry and Clinical Documentation into County's IT System.** Treatment data, other client data, and clinical documentation required by County into the County's IT, unless otherwise approved.

B. **Incentive Manager Program.** Contractor shall utilize the DHCS approved Incentive Manager Program in alignment with BHIN 22-056 or subsequent DCHS Information Notices.

C. **Documentation Requirements.** Contractor must comply with all documentation requirements pursuant to Title 22 Sections 51303 and 51341.1, Intergovernmental Agreement between the County Department of Behavioral Wellness (Department) and State Department of Healthcare Services (DHCS) for providing covered Drug Medi-Cal Organized Delivery System (DMC-ODS) services for Substance Use Disorder treatment, Agreement Numbers 21-10034 and 21-10034-A01 and Department policy 8.102 CalAIM Documentation Reform. Contractor must also comply with CM specific documentation requirements as outline in BHIN 22-056 or subsequent DHCS Information Notices.

7. DISCHARGES.

A. **Discharge Planning Required.** Contractor shall provide discharge planning for clients prior to discharge or referral into another level of care as outlined in

B. **Document Discharge Information in Department IT System.** Contractor shall document discharge information in CalOMS via the Department IT system no later than thirty (30) days following discharge.

C. **Discharge Client if No Services Received Within 30 Day Period.** Any client that does not receive any service within a 30-day period shall be discharged, as of the date of last service, per CalOMS guidelines. The date of discharge shall be the last client contact.

D. **Unplanned Discharge Requirements.** Discharge of a client from treatment may occur on a voluntary or involuntary basis. An NOABD should be issued anytime a client has an unplanned discharge, whether it is voluntary or involuntary. An involuntary discharge is subject to the requirements set forth in *Department Policy #4.010 Notice of Adverse Benefit Determination.*

8. ADDITIONAL CONTRACTOR REQUIREMENTS.

A. **Complete CM Training.** Contractor shall require that staff providing or overseeing CM services participate in CM-specific training developed and offered by a qualified contractor designated by DHCS and must:

1. Undergo a readiness review by the state's contracted trainer and technical advisor to ensure that they are capable to offer CM services in accordance with DHCS standards.

2. Participate in ongoing training and technical assistance, including fidelity reviews, as requested or identified by DMC-ODS counties or DHCS through ongoing monitoring to meet DHCS standards.

B. **Reporting.** Contractor shall adhere to standard reporting requirements and shall complete additional surveys and reports regarding the Recovery Incentives Program. as requested by DHCS and the County.

C. **Monitoring.** Contractor shall participate in additional monitoring activities for CM as outline in BHIN 22-056 or subsequent DHCS Information Notices.

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

1. **PROGRAM SUMMARY.** The Contractor shall provide Residential Treatment Services (ASAM Levels 3.1 and 3.5) and Withdrawal Management Services (ASAM Level 3.2 WM) to beneficiaries experiencing withdrawal for alcohol and other drug (AOD) treatment (hereafter, "the Program") to assist adults (age 18 and older) clients with a substance use disorder diagnosis to obtain and maintain sobriety. Treatment services shall include Assessment, Care Coordination, Clinician Consultation, Counseling (individual and group), Family Therapy, Medication Services, MAT for OUD, MAT for AUD and other non-opioid SUDs, Patient Education, Peer Support, Recovery Services and SUD Crisis Intervention Services

   The Program shall be provided in Department of Health Care Services (DHCS) facilities that are both Drug Medi-Cal Certified and licensed for residential treatment with DHCS Levels of Care (LOC) designation or an ASAM LOC that indicates that the Program is capable of delivering care consistent with ASAM criteria for Level 3.1 and Level 3.5 and Withdrawal Management 3.2. The Program will be located at:

   A. Project Recovery - 1020 Placido Avenue, Santa Barbara, California (Non- perinatal adults).

2. **PROGRAM GOALS.** The Contractor shall:

   A. Introduce participants to an ongoing process of recovery designed to reduce the harmful effects of AOD and achieve abstinence from AOD wherever possible;

   B. Promote self-sufficiency and empower clients with substance use disorders (SUD) to achieve their full potential;

   C. Provide a positive and client centered residential treatment experience as evidenced by positive scores and comments on the Treatment Perception Survey;

   D. Successfully transition clients from residential treatment to other ASAM levels of care whenever medically necessary and indicated;

   E. Provide integrated care and linkages to other service areas such as mental health and primary care where indicated;

   F. Reduce recidivism and increase community safety;

   G. For Withdrawal Management services:

      1. The purpose of Withdrawal Management is to provide a safe withdrawal from the drug(s) of dependence and mitigate acute withdrawal symptoms;

      2. Withdrawal Management services support a smooth transition for individuals from detoxification to community support services with the development and documentation of a referral plan appropriate for each individual.

3. SERVICES.

A. Residential and Inpatient Treatment Services. Contract shall provide to a client while in a residential or inpatient treatment facility may be provided in person, by telehealth, or telephone. Telehealth and telephone services, when provided, shall supplement, not replace, the in-person services and the in-person treatment milieu; most services in a residential or inpatient facility shall be in-person. A client receiving Residential or Inpatient services pursuant to DMC-ODS, regardless of the length of stay, is a "short-term resident" of the residential or inpatient facility in which they are receiving the services. These services are intended to be individualized to treat the functional deficits identified in the ASAM Criteria. Each client shall live on the premises and shall be supported in their efforts to restore, maintain, and apply interpersonal and independent living skills and access community support systems.

Contractor shall provide the following services

1. **Assessment.** Assessment consists of activities to evaluate or monitor the status of a beneficiary's behavioral health and determine the appropriate level of care and course of treatment for that beneficiary. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary. Assessment services may include one or more of the following components:
    i. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the SUD.
    ii. Diagnosis of SUD utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination and laboratory testing (e.g., body specimen screening) necessary for treatment and evaluation conducted by staff lawfully authorized to provide such services and/or order laboratory testing (laboratory testing is covered under the "Other laboratory and X-ray services" benefit of the California Medicaid State Plan).
    iii. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the beneficiary's needs, planned interventions and to address and monitor a beneficiary's progress and restoration of a beneficiary to their best possible functional level.
2. **Care Coordination.** Care coordination was previously referred to as "case management." DHCS has retitled and re-described this benefit as "care coordination." Care coordination shall be provided to a client in conjunction with all levels of treatment. Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the beneficiary with linkages to services and supports designed to restore the beneficiary to their best possible functional level. Care coordination can be provided in clinical or non-clinical settings (including the community) and can be provided face-to-face, by telehealth, or by telephone. Care coordination includes one or more of the following components:
    i. Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.

ii. Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.

iii. Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

3. **Clinician Consultation.** Clinician Consultation consists of DMC-ODS LPHAs consulting with LPHAs, such as addiction medicine physicians, addiction psychiatrists, licensed clinicians, or clinical pharmacists, to support the provision of care. Clinician Consultation is not a direct service provided to DMC-ODS beneficiaries. Rather, Clinician Consultation is designed to support DMC-ODS licensed clinicians with complex cases and may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations. It includes consultations between clinicians designed to assist DMC clinicians with seeking expert advice on treatment needs for specific DMC-ODS beneficiaries. These consultations can occur in person, by telehealth, by telephone, or by asynchronous telecommunication systems.

4. **Counseling (Individual and Group).**

i. Group Counseling - consists of contacts with multiple beneficiaries at the same time. Group Counseling shall focus on the needs of the participants. Group counseling services means face-to-face, telehealth, or telephone contacts with one or more therapists or counselors to a group that includes 2-12 individuals.

a. Contractor shall ensure that each client receives counseling sessions depending on the client's needs or be subject to discharge, as specified in 22 C.C.R. Section 51341.1(d).

b. Group counseling sessions shall focus on short-term personal, family, job/school, and other problems and their relationship to substance misuse or a return to substance misuse.

c. Services shall be provided as scheduled.

d. Clients must be DMC eligible to claim DMC reimbursement for the group session.

ii. Individual Counseling – consists of contacts between a client and a Licensed Practitioner of the Healing Arts (LPHA) or counselor that are provided face-to-face, by telehealth or by telephone. Individual counseling can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary by supporting the achievement of the beneficiary's treatment goals.

5. **Family Therapy.** Family Therapy is a rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the beneficiary's recovery as well as the holistic recovery of the family system. Family members can provide social support to the beneficiary and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the

beneficiary is not present during the delivery of this service, but the service is for the direct benefit of the beneficiary.

6. **Medication Services.** Medication Services includes prescription or administration of medication related to SUD services, or the assessment of the side effects or results of the medication. Medication Services does not include MAT for OUD or MAT for Alcohol Use Disorders (AUD) and other Non-Opioid Substance Use Disorders. Medication Services includes prescribing, administering, and monitoring medications used in the treatment or management of SUD and/or withdrawal management not included in the definitions of MAT for OUD or MAT for AUD services.
7. **Medications for Addiction Treatment (MAT).** Medications for addiction treatment (also known as Medication-Assisted Treatment or MAT) includes all FDA-approved medications and biological products to treat Alcohol Use Disorder (AUD), Opioid Use Disorder (OUD), and any SUD.
    i. MAT for OUD includes all medications approved under section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355) and all biological products licensed under section 351 of the Public Health Service Act (42 U.S.C. 262) to treat OUD.
    ii. Medications for Addiction Treatment (also known as medication assisted treatment (MAT)) for AUD and Non-Opioid Substance Use Disorders includes all FDA-approved drugs and services to treat AUD and other non-opioid SUDs involving FDA-approved medications to treat AUD and non-opioid SUDs.
    iii. Contractor shall not deny access to medication or administratively discharge a beneficiary who declines counseling services. For patients with lack of connection to psychosocial services, more rigorous attempts at engagement in care may be indicated, such as using different evidence-based practices, different modalities (e.g., telehealth), different staff, and/or different services (e.g., Peer Support Services). If the Contractor is not capable of continuing to treat the beneficiary, the Contractor shall assist the member in choosing another MAT provider, ensure continuity of care, and facilitate a warm hand-off to ensure engagement.
    iv. Contractor shall serve beneficiaries needing or utilizing MAT; beneficiaries cannot be denied treatment services or be required to decrease dosage or be required to be tapered off medications as a condition of entering or remaining in the program.
    v. Contractor shall demonstrate that it either directly offers or has effective referral mechanisms and process in place to link beneficiaries to MAT when they have SUD diagnoses that are treatable with Food and Drug administration (FDA)-approved medications and biological products. An effective referral mechanism and process is defined as facilitating access to MAT off-site for beneficiaries while they are receiving intensive outpatient treatment services if not provided on-site. Providing a beneficiary the contact information for a treatment program is insufficient. A facilitated referral to any Medi-Cal provider rendering MAT to the beneficiary is compliant whether or not they seek reimbursement through DMC-ODS.
8. **Patient Education.** Patient Education means education for the beneficiary on addiction, treatment, recovery, and associated health risks.

9. **Peer Support Services.** Peer Support Services are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Peer Support services include the following:

    i. Provided by a Certified Peer Support Specialist. Peer Support Specialists must provide services under the direction of a Behavioral Health Professional in accordance with applicable state licensure and regulation requirements.

    ii. May be provided face-to-face, by telephone, or by telehealth with the beneficiary or significant support person(s) and may be provided anywhere in the community.

    iii. Based on a plan of care that includes specific individualized goals.

    iv. Can include contact with family members or other people supporting the beneficiary (defined as collaterals) if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary by supporting the achievement of the beneficiary's treatment goals. There may be times when, based on clinical judgment, the beneficiary is not present during the delivery of the service, but remains the focus of the service.

    v. Educational Skill Building Groups, Engagement and Therapeutic Activity services as defined below:

        a. Educational Skill Building Groups: Educational Skill Building Groups means providing a supportive environment in which beneficiaries and their families learn coping mechanisms and problem-solving skills in order to help the beneficiaries achieve desired outcomes. These groups promote skill building for the beneficiaries in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.

        b. Engagement services: Engagement services means activities and coaching led by Peer Support Specialists to encourage and support beneficiaries to participate in behavioral health treatment. Engagement may include supporting beneficiaries in their transitions between levels of care and supporting beneficiaries in developing their own recovery goals and processes.

        c. Therapeutic Activity: Therapeutic Activity means a structured non-clinical activity provided by Peer Support Specialists to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the beneficiary's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the beneficiary; promotion of self-advocacy; resource navigation; and collaboration with the beneficiaries and others providing care or support to the beneficiary, family members, or significant support persons.

    vi. Peer Support Services are delivered and claimed as a standalone service. In addition, Peer Support Services may be provided in conjunction with other services or levels of care described in this "Covered DMC-ODS Services" section, including inpatient and residential services, but shall be billed separately.

10. **Recovery Services.** Recovery Services are designed to support recovery and prevent relapse with the objective of restoring the beneficiary to their best possible functional level. Recovery Services emphasize the beneficiary's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to beneficiaries. Beneficiaries may receive Recovery Services based on self-assessment or provider assessment of relapse risk. Beneficiaries do not need to be diagnosed as being in remission to access Recovery Services. Beneficiaries may receive Recovery Services while receiving MAT services, including NTP services. Beneficiaries may receive Recovery Services immediately after incarceration with a prior diagnosis of SUD. Services may be provided in person, by telehealth, or by telephone. Recovery Services can be delivered and claimed as a standalone service, concurrently with the other levels of care described in this "Covered DMC-ODS Services" section, or as a service delivered as part of these levels of care. Recovery Services include the following service components: Assessment, Care Coordination, Counseling (individual and group), and Family Therapy in addition to:

    i. Recovery Monitoring, which includes recovery coaching and monitoring designed for the maximum reduction of the beneficiary's SUD.

    ii. Relapse Prevention, which includes interventions designed to teach beneficiaries with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the beneficiary's SUD.

11. **SUD Crisis Intervention Services.** SUD Crisis Intervention Services" consists of contacts with a beneficiary in crisis. A crisis means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. SUD Crisis Intervention Services shall focus on alleviating the crisis problem, be limited to the stabilization of the beneficiary's immediate situation and be provided in the least intensive level of care that is medically necessary to treat their condition.

4. **LEVELS OF CARE.**

A. Residential Treatment Services - ASAM Level 3.1 - Clinically Managed Low-Intensity Residential Services. Residential Treatment services shall consist of non-medical, short-term services provided 24/7 in a residential program that provides rehabilitation services to clients with a substance use disorder diagnosis, when determined by a Medical Director or LPHA as medically necessary. Residential Treatment Level 3.1 includes 24-hour structure with trained and credentialed personnel providing clinically directed program activities and professionally directed treatments to stabilize and maintain substance use disorder (SUD) symptoms, develop and apply recovery skills, and preparation for outpatient treatment.

1. Contractor shall ensure that ASAM Level 3.1 services are provided the following services: Assessment, Care Coordination, Clinician Consultation, Counseling (individual and group), Family Therapy, Medication Services, MAT for OUD, MAT for AUD and other non-opioid SUDs, Patient Education, Peer Support, Recovery Services and SUD Crisis Intervention Services as described in Exhibit A-3, Section 3 Services, A 1-11.

2. Services must be provided in compliance with *Department Policy #7.007 Drug Med-Cal Organized Delivery System (DMC-ODS) Residential Treatment Services.*

B. **Residential Treatment Services, ASAM Level 3.5 - Clinically Managed High Intensity Residential Services.** Residential Services, Level 3.5, is clinically-managed high-intensity residential treatment that serves clients who need 24-hour safe and stable living environments to gain recovery skills to prevent immediate relapse or continued use.

1. Level 3.5 includes 24-hour care with trained and credentialed personnel providing clinical directed program activities and professionally directed treatments to stabilize and maintain SUD symptoms, develop and apply recovery skills specific for individuals with co-occurring mental health disorders. Increased individual counseling and treatment services by or directly overseen by an LPHA may be indicated.
2. Services include the following services: Assessment, Care Coordination, Clinician Consultation, Counseling (individual and group), Family Therapy, Medication Services, MAT for OUD, MAT for AUD and other non-opioid SUDs, Patient Education, Peer Support, Recovery Services and SUD Crisis Intervention Services as described in Exhibit A-3, Section 3 Services, A 1-11.

C. **Withdrawal Management Services. ASAM Level 3.2.** Withdrawal Management Services is clinically managed residential withdrawal management (24-hour support for moderate withdrawal symptoms that are not manageable in outpatient setting). Services are provided to beneficiaries when medically necessary for maximum reduction of the SUD symptoms and restoration of the beneficiary to their best possible functional level. Withdrawal Management Services may be provided in a residential or inpatient setting. If a beneficiary is receiving Withdrawal Management in a residential setting, each beneficiary shall reside at the facility. All beneficiaries receiving Withdrawal Management services, regardless in which type of setting, shall be monitored during the detoxification process. Clinically managed residential withdrawal management (24-hour support for moderate withdrawal symptoms that are not manageable in outpatient setting). Level 3.2 Withdrawal Management (WM) is described as moderate withdrawal services, including 24-hour support to complete withdrawal management and increase the likelihood of continuing treatment or recovery. Clients who need this type of care have intoxication and withdrawal symptoms that require 24-hour structure and support.

1. Withdrawal Management services shall be provided at the residential facility and the client shall be monitored during the detoxification process, including 24-hour support. Withdrawal management services are urgent and provided on a short-term basis.
2. Level 3.2 Withdrawal Management includes 24-hour structure and support with trained and credentialed personnel providing organized services in a residential setting emphasizing peer support for individuals with moderate risk of withdrawal.
3. When provided as part of withdrawal management services, service activities, such as the assessment, shall focus on the stabilization and management of psychological and physiological symptoms associated with withdrawal, engagement in care and effective transitions to a level of care where comprehensive treatment services are provided. Services shall be provided in compliance with *Department Policy #7.007 Drug Med-Cal Organized Delivery System (DMC-ODS) Residential Treatment Services.*
4. Withdrawal Management Services include the following service components: Assessment, Care Coordination, Medication Services, MAT for OUD, MAT for AUD and other non-opioid SUDs, as described in Exhibit A-3 Section 3. Services A 1, 2, 3, 6, 7, and 10 to include Observation Services as describe below:

i. **Observation.** Observation is the process of monitoring the beneficiary's course of withdrawal. The Contractor shall ensure observation is conducted at the frequency required by applicable state and federal laws, regulations, and standards. This may include but is not limited to observation of the beneficiary's health status.

a. Personnel trained in providing detoxification services perform close observation, in-person physical checks at least every 30 minutes, and monitor vital signs at least once every 6 hours during the first 72 hours following admission.

b. Documentation of observations and checks must be recorded in the resident's file and signed by the trained personnel.

c. Physical checks and monitoring of vital signs may be discontinued or reduced after 24 hours following admission based upon a determination by personnel trained in providing detoxification services. Documentation supporting the modified frequency of physical checks and monitoring of vital signs shall be recorded in a resident's file.

D. Requirements Applicable to All Residential Services (ASAM Level 3.1 and ASAM Level 3.5).

1. **Minimum Requirements.** Residential services must include a minimum of fourteen (14) hours of treatment services per week; services may include group, individual counseling sessions, and family counseling. The goal for a statewide average length of stay for residential services of 30 days is not a quantitative treatment limitation or hard "cap" on individual stays. Lengths of stay in residential treatment settings shall be determined by individualized clinical need. The Contractor shall ensure that beneficiaries receiving residential treatment are transitioned to another level of care when clinically appropriate based on treatment progress.

   Residential services shall focus on interpersonal and independent living skills and access to community support systems. Contractor shall work with clients collaboratively to define barriers, set priorities, establish individualized goals, create treatment plans and solve problems. Services shall be provided daily on the premises as scheduled.

E. Drug Testing. As indicated for clients enrolled in Resident Treatment, Inpatient and Withdrawal Management Services, Contractor shall provide drug testing at laboratories in accordance with Clinical Laboratory Improvement Amendments of 1988 (CLIA) and Section 353 of the Public Health Act (42 U.S.C. § 263(a) et seq.).

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

G. Transitions to Other Levels of Care (LOC). Contractor shall ensure all clients are reassessed using the ASAM LOC Screening, at a minimum of every 90 days, unless medical necessity warrants more frequent reassessments, to ensure clients are receiving treatment in the appropriate LOC.

1. Beneficiary placement and level of care determinations shall ensure that beneficiaries are able to receive care in the least intensive level of care that is clinically appropriate to treat their condition.
2. The ASAM Criteria shall be used to determine placement into the appropriate level of care for all beneficiaries, and is separate and distinct from determining medical necessity. i. For beneficiaries 21 and over, a full assessment using the ASAM Criteria shall be completed within 30 days of the beneficiary's first visit with an LPHA or registered/certified counselor.
    i. For beneficiaries under 21, or for adults experiencing homelessness, a full assessment using the ASAM Criteria shall be completed within 60 days of the beneficiary's first visit with an LPHA or registered/certified counselor.
    ii. A full ASAM Criteria assessment is not required to deliver prevention and early intervention services for beneficiaries under 21; a brief screening ASAM Criteria tool is sufficient for these services (see below regarding details about ASAM level of care 0.5). iv. If a beneficiary withdraws from treatment prior to completing the ASAM Criteria assessment and later returns, the time period starts over.
    iii. A full ASAM Criteria assessment, or initial provisional referral tool for preliminary level of care recommendations, shall not be required to begin receiving DMC-ODS services. A full ASAM assessment does not need to be repeated unless the beneficiary's condition changes.
3. Care Coordination. Contractor shall ensure care coordinators transition clients to the appropriate LOC within 10 business days from the time of the assessment/reassessment or screening, with no interruption of current treatment services.
    i. The Contractor shall ensure all care coordinators transition the beneficiaries to appropriate LOC. This may include step-up or stepdown in DMC-ODS treatment services. Care coordinators shall provide warm hand-offs and transportation to the new LOC when medically necessary and documented in the individualized treatment plan.
    ii. The Contractor shall ensure all care coordinators transition beneficiaries to the appropriate LOC, within 10 business days from the time of assessment or reassessment, with no interruption of current treatment services.
    v. The Contractor shall ensure a beneficiary's transition of care to a DMC-ODS provider when that beneficiary has received, and no longer requires, inpatient SUD services (ASAM Level 3. 7) in an acute care hospital, or another Fee for Service (FFS) facility, when the county-operated or subcontracted DMC-ODS provider is notified by the facility.
    vi. The Contractor shall ensure a beneficiary's transition of care to a DMC-ODS provider when that beneficiary has received, and no longer requires, inpatient SUD services (ASAM level 3.7) in a subcontracted Chemical Dependency Recovery Hospital (CDRH) or Acute Freestanding Psychiatric hospital, when the county-operated or subcontracted DMC-ODS provider is notified by the facility.

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

1. Contractor shall provide Co-Occurring Capable treatment services as defined by the American Society of Addiction Medicine (ASAM). Co-Occurring Capable services have a primary focus on substance-use disorder but are capable of treating clients with sub-threshold or diagnosable but stable mental disorders. Psychiatric services shall be available on-site or by consultation; identified program staff are competent to understand and identify signs and symptoms of acute psychiatric conditions.

    i. Contractor shall serve a diverse population including individuals with no mental health condition or trauma history, individuals with mild to moderate mental health conditions, and a small percentage of individuals who have more serious psychiatric conditions or those who may intermittently have flare ups of acute symptoms but do not need acute mental health treatment as Program capacity allows.

    ii. Treatment planning and group programming shall include specific interventions to help clients manage their addiction and mental health symptoms.

    iii. All staff shall be supported and assisted to be co-occurring competent so that all staff can work as an integrated team.

5. CLIENTS.

A. Contractor shall provide services as described in Section 3 (Services) Residential Treatment Services ASAM Level 3.1, and 3.5 to adult clients referred by sources described in Section 6 (Referrals), up to the funding levels projected in Exhibit B-1 ADP for this Program.

B. Contractor shall admit clients with co-occurring disorders where appropriate.

6. REFERRALS.

A. Access Line Referrals. Contractor shall receive referrals from the Department of Behavioral Wellness Access Line after the initial screening tool for the American Society of Addiction Medicine (ASAM) placement criteria is completed by the County and an initial level of care is determined indicating Residential Treatment Services or Withdrawal Management Services.

B. Walk-In Clients. When a client walks into or calls a Contractor directly, the client shall be referred to call by telephone the Access Line (1-888-868-1649) to receive a complete County approved screening and referral for Residential Treatment Services. A full ASAM assessment is not required as a condition of admission for Withdrawal Management.

7. INTITIAL AUTHORIZATION FOR RESIDENTIAL TREATMENT ASAM LEVEL 3.1, AND 3.5.

A. Submit Authorization Request to QCM. Alternatively, Contractor may submit a request for initial authorization for Residential Treatment Services to the Department's Quality Care Management (QCM) division when the client is currently enrolled in Outpatient Services at the same agency. Authorization requests are to be submitted by residential providers to QCM or other assigned staff using the SUD Residential Authorization Request as specified in *Department Policy #7.007 Drug Medi-Cal Organized Delivery System (DMC-ODS) Residential Treatment Services*. All requests must be submitted following documentation in the client's record of the following:

1. Evidence of eligibility determination (i.e. a copy of the client's Medi-Cal eligibility response, evidence of County residence);
2. Completed intake documentation including the Treatment Consent, Intake Form and the Health History Questionnaire; and
3. Completed Assessment including ASAM placement criteria, the indicated level of care, and information gathered for the basis for diagnosis of a substance-related and addictive disorder found in the DSM-5.
4. For perinatal clients, medical documentation that substantiates the client's pregnancy and the last day of pregnancy.

B. QCM Notice Within 24 Hours. Contractor will be notified via secure email and documentation in EHR within 24 hours of receipt of a request regarding authorization for Residential Treatment Services. This notification will include the rationale of the decision, types of services authorized, and the number of days authorized. QCM reserves the right to modify the types of services and number of days authorized based on established Medical Necessity and ASAM criteria.

C. Notice of Adverse Benefit Determination. QCM shall issue a written Notice of Adverse Benefit Determinations (NOABD) to the provider and the client when a decision is made to deny an authorization request or to authorize a service in an amount, duration, or scope that is less than requested by the Contractor and the beneficiary.

8. ADMISSION AND REAUTHORIZATION PROCESS RESIDENTAL SERVICES AND WITHDRWAL MANAGEMENT.

A. Client Placement and Timely Access to Services. In accordance with 42 CFR 438.206, the Contractor shall: Meet standards for timely access to care and services, taking into consideration the urgency of need for services. Contractor shall attempt to provide intake into facility for routine referrals within (ten) 10 business and within (forty-eight) 48 hours for referrals determined to be urgent as outlined in *Department Policy # 2.001 - Network Adequacy Standards and Monitoring.*

B. Comprehensive ASAM Assessment. Contractor shall complete a Comprehensive ASAM Assessment to request authorization for residential treatment. When providing Withdrawal Management services, ASAM Assessments shall be completed as soon as possible and must be completed prior to the end of withdrawal management services to request authorization for treatment. The Medical Director, licensed physician, or LPHA shall evaluate the assessment and intake information through a face-to-face or telehealth meeting with the client, or the counselor who conducted the assessment, in order to determine medical necessity in compliance with and Title 22 C.C.R. Sections 51303 and Welfare and Institutions Code sections 14184.402, subd. (a) and 14059.5 and BHINs 21-071 and 23-001.

C. Notice of Adverse Benefit Determination. If Contractor determines that the medical necessity criteria has not been met, then a written Notice of Adverse Benefit Determination (NOABD) shall be issued in accordance with 42 C.F.R. Section 438.404 in compliance with *Department Policy #4.010 Notice of Adverse Benefit Determination.*

D. Admit Clients Meeting Medical Necessity. Contractor shall admit clients referred by the Department, who meet medical necessity, unless the client meets one or more conditions specified in Section 7 (Exclusion Criteria), or if space is not available in the Program.

E. Admission Documentation.

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

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

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

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

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

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

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

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

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

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

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

1. For each reauthorization request, the Contractor must submit all documentation as stated previously in Section 5.C (Submit Authorization Request to QCM). As indicated, QCM will consult with the Contractor on continued eligibility, ongoing presence of Medical Necessity, and discharge planning and transition to a lower level of care (if appropriate).
2. Lengths of stay are determined by level of care Medical Necessity Lengths of stay in residential treatment settings shall be determined by individualized clinical need. Contractor shall ensure beneficiaries receiving residential treatment are transitioned to another level of care when clinically appropriate based on treatment progress

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

9. EXCLUSION CRITERIA.

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

A. Client threat of or actual violence toward staff or other clients;

B. Rude or disruptive behavior that cannot be redirected; and

C. Client does not meet medical necessity criteria, consistent with Title 22 C.C.R. Sections 51303 and Welfare and Institutions Code sections 14184.402, subd. (a) and 14059.5 and BHINs 21-071 and 23-001

10. DOCUMENTATION REQUIREMENTS.

A. **Data Entry and Clinical Documentation Into County's IT System.** Treatment data, other client data, and clinical documentation required by County into the County's IT, unless otherwise approved.

B. **Documentation Requirements.** Contractor must comply with all documentation requirements pursuant to Title 22 Sections 51303 and Welfare and Institutions Code sections 14184.402, subd. (a) and 14059.5 and BHINs 21-071 and 23-001, Intergovernmental Agreement between the County Department of Behavioral Wellness (Department) and State Department of Healthcare Services (DHCS) for providing covered Drug Medi-Cal Organized Delivery System (DMC-ODS) services for Substance Use Disorder treatment, Agreement Numbers 21-10034 and 21-10034-A01 and Department policy 8.102 CalAIM Documentation Reform.

11. DISCHARGES.

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

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

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

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

D. Discharge Summary. A Discharge Summary is to be completed for all clients, at the end of their treatment episode, regardless of level of care or successful/unsuccessful completion.

E. Contents of Discharge Summary. The Discharge Summary must include:

1. The duration of the client's treatment, as determined by dates of admission to and discharge from treatment;
2. The reason for discharge;
3. A narrative summary of the treatment episode; and
4. The client's prognosis.

F. Document Discharge Information in Department IT System. Contractor shall document discharge information in CalOMS via the Department IT system no later than thirty (30) days following discharge.

G. Discharge Client if Client is Absent Without Leave for a 24-Hour Period. Any client that is absent without leave for a 24-hour period may be discharged, as of the date of last services. The date of discharge shall be the last treatment service.

H. Unplanned Discharge Requirements. Discharge of a client from treatment may occur on a voluntary or involuntary basis. An NOABD should be issued anytime a client has an unplanned discharge, whether it is voluntary or involuntary. An involuntary discharge is subject to the requirements set forth in *Department Policy #4.010 Notice of Adverse Benefit Determination.*

EXHIBIT A MHS

STATEMENT OF WORK

EXHIBIT A-5- MHS
GENERAL PROVISIONS

The following provisions shall apply to all programs operated under this Agreement, included as Exhibit A-6, as though separately set forth in the scope of work specific to each Program.

1. PERFORMANCE.

A. In the performance of this Agreement, Contractor shall adhere to all applicable County, State, and Federal laws including, but not limited to, the statutes and regulations set forth below and the applicable sections of the State Medicaid plan and waiver, all of which are incorporated by this reference. Contractor shall comply with any changes to these statutes and regulations that may occur during the Term of this Agreement and any new applicable statutes or regulations without the need for an amendment(s) to this Agreement. To the extent there is a conflict between federal or state law or regulation and a provision in this Agreement, Contractor shall comply with the federal or state law or regulation and the conflicting Agreement provision shall no longer be in effect. Contractor's performance shall be governed by, and construed in accordance with, the following:

1. All laws and regulations, and all contractual obligations of the County under the County Mental Health Plan ("MHP") (Contract No. 22-20133) between the County and the State Department of Health Care Services (DHCS), available at www.countyofsb.org/behavioral-wellness, including, but not limited to, Subsections D, G, and H of Section 6(B) of Exhibit E of the MHP and the applicable provisions of Exhibit D(F) of the MHP referenced in Section 19.D (State Contract Compliance) of this Exhibit. Contractor shall comply with the MHP (Contract No. 22-20133), which is incorporated by this reference;
2. The Behavioral Wellness Steering Committee Vision and Guiding Principles, available at https://www.countyofsb.org/274/Behavioral-Wellness;
3. All applicable laws and regulations relating to patients' rights, including but not limited to Welfare and Institutions Code Section 5325, California Code of Regulations, Title 9, Sections 862 through 868, and 42 Code of Federal Regulations Section 438.100;
4. All applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions (42 C.F.R. § 438.230, subd. (c)(2));
5. California's Mental Health Services Act (MHSA) and regulations applicable to the MHSA at California Code of Regulations, Title 9, Sections 3100 through 3995;
6. California Code of Regulations Title 9, Division 1; and
7. 42 C.F.R. § 438.900 *et seq.* requiring the provision of services to be delivered in compliance with federal regulatory requirements related to parity in mental health and substance use disorder benefits.

B. Contractor shall be at all times currently enrolled with the California Department of Health Care Services as a Medicaid provider, consistent with the provider disclosure, screening and enrollment requirements of 42 C.F.R. part 455, subparts B and E.

2. **STAFF.**

A. Contractor staff providing direct services to clients shall be trained and skilled at working with persons with serious mental illness (SMI), and shall adhere to professionally recognized evidence-based best practices for rehabilitation assessment, service planning, and service delivery. In addition, these staff shall receive Documentation Training in accordance with the *Behavioral Wellness Mandatory Trainings Policy and Procedure #5.008*, as may be amended, available at https://www.countyofsb.org/904/Policies-Procedures.

B. Contractor shall ensure that any staff identified on the Centers for Medicare & Medicaid Services ("CMS") Exclusions List or other applicable list shall not provide services under this Agreement nor shall the cost of such staff be claimed to Medi-Cal. Contractor shall not employ or subcontract with providers excluded from participation in Federal health care programs under either sections 1128 or 1128A of the Social Security Act.

C. All staff performing services under this Agreement with access to the Behavioral Wellness electronic medical record shall be reviewed and approved by Behavioral Wellness Quality Care Management (QCM) Division, in accordance with *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing.*

D. Contractor shall notify County in writing at bwellcontractsstaff@sbcbwell.org within one business day for the unexpected termination of staff when staff separates from employment or is terminated from working under this Agreement, or within one week of the expected last day of employment or for staff planning a formal leave of absence.

E. At any time prior to or during the term of this Agreement, the County may require that Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

F. County may request that Contractor's staff be immediately removed from performing work under this Agreement for good cause during the term of the Agreement. Upon such request, Contractor shall remove such staff immediately.

G. County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County, or whose conduct is incompatible with County facility access.

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

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

A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certifications (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules,

regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, supervision agreements, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to Behavioral Wellness QCM Division, upon request.

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

C. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall keep fully informed of and in compliance with all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities, and the requirements of *Department of Behavioral Wellness' Policy and Procedure #4.005 – Site Certification for Specialty Mental Health Services.*

4. REPORTS.

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

1. Contractor shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps will be taken to achieve satisfactory progress;
2. Contractor shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and Certifications, changes in population served and reasons for any such changes;
3. The number of active cases and number of clients admitted/ discharged; and
4. The Measures described in Exhibit E, Program Goals, Outcomes and Measures, as applicable, or as otherwise agreed by Contractor and County. Amendments to Exhibit E do not require a formal amendment to this Agreement, but shall be agreed to in writing by Contractor and the Director of the Department of Behavioral Wellness or designee. In addition, Contractor may include any other data that demonstrate the effectiveness of Contractor's programs.

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

C. Additional Reports.

1. Contractor shall maintain records and make statistical reports as required by County and DHCS or other government agency, on forms provided by or acceptable to the requesting agency. In addition to reports required under this Agreement, upon County's request, Contractor shall make additional reports or provide other documentation as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.
2. As a condition of funding for Quality Assurance (QA) activities, Contractor QA staff shall provide a monthly report to QCM consisting of documentation reviews performed, associated findings, and corrective action. The QA reports shall be received by County no later than 30 calendar days following the end of the month being reported.

5. BACKGROUND CHECKS.

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

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

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

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

7. SITE STANDARDS.

A. Contractor agrees to comply with all Medi-Cal requirements, including, but not limited to those specified in the *Department of Behavioral Wellness' Policies and Procedures* referenced in Section 17 (Additional Program Requirements), and be approved to provide Medi-Cal services based on Medi-Cal site certification, per *Department of Behavioral Wellness' Policy and Procedure #4.005- Site Certification for Specialty Mental Health Services.*

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

8. CONFIDENTIALITY.

A. Contractor agrees, and Contractor agrees to require its employees, agents, or subcontractors to agree, to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; Title 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Sections 14100.2 and 14184.102; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; Exhibit D(F), Section 14 (Confidentiality of Information) of the MHP (Contract No. 22-20133); and Section 34 (Compliance with Privacy Laws) of this Agreement, as applicable. Patient records must comply with all appropriate State and Federal requirements.

B. Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of services under this Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

C. Contractor shall comply with Exhibit F to the MHP (Contract No. 22-20133) to the extent Contractor is provided Personal Health Information ("PHI"), Personal Information ("PI"), or Personally Identifiable Information ("PII") as defined in Exhibit F of the MHP from County to perform functions, services, or activities specified in this Agreement.

D. Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to County or DHCS at no cost to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, DHCS, its directors, officers or employees based upon claimed violations of privacy involving inactions or actions by Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.

E. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all PHI, PI and PII accessed in a database maintained by County, received by Contractor from County, or acquired or created by Contractor in connection with performing functions, services, or activities specified in this Agreement on behalf of County that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify County of the conditions that make the return or destruction infeasible, and County and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of Exhibit F of the MHP to such PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This subsection shall also apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

8. CLIENT AND FAMILY MEMBER EMPOWERMENT.

A. Contractor agrees to support active involvement of clients and their families in treatment, recovery, and policy development.

B. Contractor shall actively participate in the planning design, and execution of County's Quality Improvement Program as described in Cal. Code. Regs., Title 9, § 1810.440(a)(2)(A).

C. Contractor shall adopt *Department of Behavioral Wellness' Policy and Procedures #4.020 Beneficiary Problem Resolution Process*, available at www.countyofsb.org/behavioral-wellness, to address client/family complaints in compliance with beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 C.F.R. Section 438.400 through 42 C.F.R. Section 438.424.

D. Contractor shall take a beneficiary's rights into account when providing services and comply with *Department of Behavioral Wellness' Policy and Procedure #3.000 Beneficiary Rights.*

E. Contractor shall obtain and retain a written medication consent form signed by the beneficiary in accordance with *Department of Behavioral Wellness' Policy and Procedures #8.009 Psychiatric Medication Consent for Adults* to the extent Contractor is a "provider" as defined by the MHP (Contract No. 22-20133).

9. **CULTURAL COMPETENCE.**

A. **Report on Capacity.** Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:

1. The number of bilingual and bicultural staff (as part of the quarterly staffing report), and the number of culturally diverse clients receiving Program services; and

2. Efforts aimed at providing culturally competent services such as trainings provided to staff, changes or adaptations to service protocol, community education/outreach, etc.

B. **Communicate in Preferred Language.** At all times, the Contractor's Program(s) shall be staffed with personnel who can communicate in the client preferred language, or Contractor shall provide interpretation services, including American Sign Language (ASL).

C. **Bilingual Staff for Direct Service Positions.** Contractor will strive to fill direct service positions with bilingual staff in County's threshold language (Spanish) that is reflective of the specific needs of each region. Contractor percentage goals are calculated based on U.S. Census language data by region: Santa Barbara service area (including Goleta and Carpinteria) – 30%; Santa Maria service area (including Orcutt and Guadalupe) – 48%; and Lompoc service area (including Buellton and Solvang) – 33%.

D. **Cultural Considerations When Providing Services.** Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must also be printed in Spanish (threshold language).

E. **Services and Programs in Spanish.** Services and programs offered in English must also be made available in Spanish, if clients identify Spanish as their preferred language, as specified in subsection B above.

F. As applicable, a measurable and documented effort must be made to conduct outreach to and to serve the marginalized, underserved, and non-served communities of Santa Barbara County.

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

10. COMPLIANCE PROGRAM.

A. If Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying County, Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.

B. County shall suspend payments to Contractor when it or the State determines there is a credible allegation of fraud. Contractor shall implement and maintain arrangements or procedures that include provision for the suspension of payments to independent contractors for which the State, or County, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a), (a)(8) and 455.23.)

C. Contractor shall notify County within 30 calendar days when it has identified payments in excess of amounts specified for reimbursements of Medi-Cal services or when it has identified or recovered overpayments due to potential fraud. (42 C.F.R. § 438.608(a), (a)(2).) Contractor shall return any overpayments pursuant to Exhibit B, Section VI.H (Overpayments) of this Agreement.

11. NOTIFICATION REQUIREMENTS.

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

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

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

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

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

D. For clients receiving direct services from both Behavioral Wellness and Contractor staff, Contractor shall immediately notify the client's Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the client's care, or the applicable Regional Manager should any of the following occur:

1. Side effects requiring medical attention or observation;
2. Behavioral symptoms presenting possible health problems; or
3. Any behavioral symptom that may compromise the appropriateness of the placement.

E. Contractor may contact Behavioral Wellness Contracts Division at bwellcontractsstaff@sbcbwell.org for any contractual concerns or issues.

F. "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. Contractor shall train all personnel in the use of the Behavioral Wellness Compliance Hotline (805-884-6855).

12. MONITORING.

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

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

C. Contractor shall provide a corrective action plan if deficiencies in Contractor's compliance with the provisions of the MHP (Contract No. 22-20133) or this Agreement are identified by County.

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

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

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

13. NONDISCRIMINATION.

A. State Nondiscrimination Provisions.

1. **No Denial of Benefits on the Basis of Protected Classification.** During the performance of this Agreement, Contractor and its subcontractors shall not deny this Agreement's benefits to any person on the basis of any ground protected under state law including race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or other protected category and will not use any policy or practice that has the effect of discriminating on such basis.
2. **No Discrimination on the Basis of Health or Protected Classification**. Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, sections 438.3(d)(3) and (4), and state law, the Contractor shall not, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in Santa Barbara County who require an assessment or meet medical necessity criteria for specialty mental health services. Nor shall Contractor engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.
3. **No Discrimination against Handicapped Persons.** The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted program or activity, and shall comply with the implementing regulations Parts 84 and 85 of Title 45 of the C.F.R., as applicable.
4. **Determination of Medical Necessity.** Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to California Code of Regulations, Title 9, Sections 1820.205, 1830.205 and/or 1830.210, prior to providing covered services to a beneficiary.
5. **No Discrimination under State Law.** Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor

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

B. Federal Nondiscrimination Provisions.

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

5. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor shall include the provisions of Sections 14(B)(1) through 14(B)(7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or 38 U.S.C. Section 4212 of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

C. Subcontracts. The Contractor shall include the nondiscrimination and compliance provisions of this Agreement (Sections 14 and 19, respectively of this Exhibit A-5) in all subcontracts to perform work under this Agreement.

14. COLLABORATIVE MEETINGS.

A. Behavioral Wellness shall conduct a Collaborative Meeting at least annually, and more frequently, if needed, with Contractor to collaboratively discuss programmatic, fiscal, and contract matters.

B. As a condition of funding for Quality Assurance (QA) activities, Contractor QA staff shall attend bi-monthly County Quality Improvement Committee (QIC) meetings.

15. TRAINING REQUIREMENTS.

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

1. HIPAA Privacy and Security;
2. Consumer and Family Culture;
3. Behavioral Wellness Code of Conduct;
4. Cultural Competency;
5. County Electronic Health Record (EHR), including SmartCare for service and administrative staff who enter and analyze data in the system (at hire and as needed);
6. MHSA Overview Training (only at hire, not annually); and
7. Applicable evidence-based treatment models and programs as agreed between Contractor and County in writing.

B. Training Requirements for Mental Health Staff who provide direct service/document in SmartCare. The following trainings must be completed at hire and annually thereafter:

1. Documentation;
2. Assessment and Treatment Plan;
3. Child and Adolescent Needs and Strengths (CANS) assessment training and certification exam, if the service provider works with clients under the age of 21;
4. Any additional applicable trainings in accordance with the *Behavioral Wellness Mandatory Trainings Policy and Procedure #5.008*, as may be amended, available at https://www.countyofsb.org/904/Policies-Procedures.

16. ADDITIONAL PROGRAM REQUIREMENTS.

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

B. Written Materials in English and Spanish. Contractor shall provide all written materials for beneficiaries and potential beneficiaries, including provider directories, County of Santa Barbara Beneficiary Handbook, appeal and grievance notices, denial and termination notices, and Santa Barbara County's mental health education materials, in English and Spanish as applicable. (42 C.F.R. § 438.10(d)(3).) Contractor shall maintain adequate supply of County-provided written materials and shall request additional written materials from County as needed.

C. Maintain Provider Directory. Contractor shall maintain a provider directory on its agency website listing licensed individuals employed by the provider to deliver [mental health] services; the provider directory must be updated at least monthly to include the following information:

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

D. Policy and Procedure #2.001. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.001 Network Adequacy Standards and Monitoring.*

E. Policy and Procedure #3.000. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.000 Beneficiary Rights.*

F. Policy and Procedure #3.004. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.004* on advance directives and the County's obligations for Physician Incentive Plans, as applicable.

G. Policy and Procedure #4.000. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.000 Authorization of Outpatient Specialty Services.*

H. **Policy and Procedure #4.001.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.001 Authorization of Therapeutic Behavioral Services (TBS), applicable to providers providing children services.*

I. **Policy and Procedure #4.008.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.008 Beneficiary Information Materials.*

J. **Policy and Procedure #4.012.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.012 Contracted Provider Relations.*

K. **Policy and Procedure #4.014.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.014 Service Triage for Urgent and Emergency Conditions.*

L. **Policy and Procedure #5.008.** Mandatory Trainings Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #5.008 Mandatory Training.*

M. **Policy and Procedure #8.100.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.100 Mental Health Client Assessment.*

N. **Policy and Procedure #8.101.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.101 Client Problem Lists, Treatment Plans, and Treatment Progress Notes.*

O. **Policy and Procedure #8.102.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.102 CalAIM Documentation Reform-Progress Note Requirements.*

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

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

R. **Access to Routine Appointments.** Contractor shall provide access to routine appointments (1st appointment within 10 business days). When not feasible, Contractor shall give the client the option to re-contact the County's Access team toll free at (888) 868-1649 and request another provider who may be able to serve the client within the 10 business day standard.

S. **Hold Harmless.** Contractor agrees to hold harmless the State and beneficiaries in the event the County cannot or does not pay for services performed by the Contractor pursuant to this Agreement.

T. **Client Assessment, Problem List, and Treatment Plan (or Treatment Plan Progress Note).** Contractor shall complete an Assessment, Problem List, and Treatment Plan (or Treatment Plan Progress Note for targeted case management and peer support services) for each client receiving Program services in accordance with CalAIM requirements, applicable Behavioral Wellness Policies and Procedures, and the Behavioral Wellness Clinical Documentation Manual available at https://www.countyofsb.org/behavioral-wellness/asset.c/5670.

17. SIGNATURE PAD.

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

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

19. STATE CONTRACT COMPLIANCE.

A. This Agreement is subject to any additional statutes, restrictions, limitations, or conditions enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner. Either the County or Contractor may request consultation and discussion of new or changed statutes or regulations, including whether contract amendments may be necessary.

B. To the extent there is a conflict between federal or state law or regulation and a provision in the MHP (Contract No. 22-20133) or this Agreement, County and Contractor shall comply with the federal or state law or regulation and the conflicting Agreement provision shall no longer be in effect pursuant to the MHP, Exhibit E, Section 6(B).

C. Contractor agrees that DHCS, through County, has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in this Agreement and in accordance with any applicable statute.

D. The following provisions of the MHP, Exhibit D(F) are hereby incorporated by reference into this Agreement: Sections 1 Federal Equal Employment Opportunity Requirements; 2 Travel and Per Diem Reimbursement; 3 Procurement Rules; 4 Equipment Ownership/Inventory/Disposition; 5 Subcontract Requirements; 6 Income Restrictions; 7 Audit and Record Retention; 8 Site Inspection; 9 Federal Contract Funds; 11 Intellectual Property Rights; 12 Air or Water Pollution Requirements; 13 Prior Approval of Training Seminars, Workshops, or Conferences; 14 Confidentiality of Information; 15 Documents, Publications, and Written Reports; 18 Human Subjects Use Requirements; 20 Debarment and Suspension Certification; 21 Smoke-Free Workplace Certification; 25 Officials Not to Benefit; 27 Prohibited Use of State Funds for Software; 32 Suspension or Stop Work Notification; 33 Public Communications; and 34 Compliance with Statutes and Regulations; and 35 Lobbying Restrictions and Disclosure Certification.

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

EXHIBIT A-6
STATEMENT OF WORK: MHS
CARPINTERIA START

1. **PROGRAM SUMMARY.** The School-Based Mental Health Program, also known as START (hereafter "the Program"), offers mental health services to students (hereafter "clients"), who have emotional and/or behavioral difficulties and who may benefit from counseling support. The Program shall include Support, Treatment, Advocacy and Referral Team (START) services in Carpinteria, which provides services to clients with mental health issues or co-occurring substance abuse and mental health issues. Program staff work as a team with school staff to address the client's social-emotional development, prevent mental health and psychosocial problems, and enhance the client's ability to adapt and cope with changing life circumstances. Program services are structured to maximize the client's existing strengths, assets, and capacities. The Program provides intervention, linkage, and mental health services as soon as feasible at the onset of learning, behavior, substance abuse and emotional problems. The Program headquarters shall be located at:

   A. 232 East Canon Perdido Street, Santa Barbara, California.

2. **PROGRAM GOALS.** The Contractor shall:

   A. Maintain the client's enrollment in the school system;

   B. Teach clients improved decision making skills to reduce instances of disciplinary actions and/or expulsion;

   C. Develop a comprehensive, multifaceted, and cohesive continuum of school and community interventions to address barriers to learning and promote the client's healthy development; and

   D. Prevent out-of-home and/or out-of-county placement of the client.

3. **SERVICES.** Contractor shall provide the following services to students enrolled at all schools within the Carpinteria Unified School District (CUSD):

   A. Contractor shall operate an office at each campus to allow clients the opportunity to voluntarily seek mental health counseling as they so choose;

   B. Contractor shall provide the following mental health services as needed, to Program clients:

      1. **Assessment/Reassessment.** Assessment means a service activity designed to evaluate the current status of a client's mental, emotional, or behavioral health, as defined in Title 9 CCR Section 1810.204. Assessment includes, but is not limited to, one or more of the following: mental health status determination, analysis of the client's clinical history, analysis of relevant cultural issues and history, diagnosis, and use of mental health testing procedures.

         i. Contractor shall complete the Child & Adolescent Needs & Strengths (CANS) for each client. The CANS must be administered by trained clinical staff (County/Contractor) at:

            a. Intake;

            b. Every 6 months thereafter; and

c. Discharge.

ii. The CANS must be shared with Santa Barbara County, Department of Social Services, Child Welfare Services (CWS) and/or Santa Barbara County Probation Department (Probation) with a Release of Information for open CWS and/or Probation clients.

iii. Annual training and certification of clinicians is required for use of the CANS. In order to be certified in the CANS, clinicians must demonstrate reliability on a case vignette of .70 or greater. Online training and certification is provided at www.canstraining.com.

iv. CANS must be reported on the Contractor Quarterly Reports reporting the percentage of completed CANS with the expectation of 100% and the positive change in at least half (3 out of 6) of the following CANS domains:

a. Functioning;

b. School;

c. Behavioral/Emotional;

d. Strength Behavior;

e. Risk Behavior; and

f. Caregiver Needs and Strengths.

v. The Contractor shall oversee completion of the Pediatric Symptom Checklist (PSC-35) to be completed by parent/caregivers for children and youth ages 3 up to 18 at:

a. Intake;

b. Every 6 months thereafter; and

c. Discharge.

vii. Contractor shall report on the Contractor Quarterly Report the percentage of parents/guardians completing the PSC-35; with an expectation that 100% of all parents will be asked to complete the PSC-35 at intake and every 6 months following the first administration, and at the end of treatment.

viii. Contractor shall complete the Milestones of Recovery Scale (MORS) or other applicable adult outcome evaluation tool for clients age 21 and over. The MORS must be administered by trained clinical staff (County/Contractor) at:

a. Intake;

b. Every 6 months thereafter; and

c. Discharge.

2. **Collateral.** Collateral means a service activity to a significant support person in a beneficiary's life for the purpose of meeting the needs of the client in terms of achieving the goals of the client's plan, as defined in Title 9 C.C.R. Section 1810.206. Collateral may include but is not limited to consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the client, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The client may or may not be present for this service activity.
    i. A significant support person is a person, in the opinion of the client or the person providing services, who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians or legal representatives of a client, a person living in the same household as the client, the client's spouse, and the relatives of the client, as defined in Title 9 CCR Section 1810.246.1.
3. **Crisis Intervention.** Crisis intervention means a service lasting less than 24 hours, to or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit, as defined in Title 9 CCR Section 1810.209. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements described in Sections 1840.338 and 1840.348. Crisis intervention services may either be face-to-face or by telephone with the client or the client's significant support person and may be provided anywhere in the community.
4. **Plan Development.** Plan Development means a service activity that consists of development of client plans, approval of client plans, and/or monitoring of a client's progress.
4. **Rehabilitation.** Rehabilitation is defined as a service activity that includes but is not limited to, assistance in improving, maintaining or restoring a client's or a group of clients' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources, and/or medication education, as defined in Title 9 C.C.R. Section 1810.243.
5. **Targeted Case Management.** Targeted case management means services that assist a client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services, as defined in Title 9 CCR Section 1810.249. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure client access to service and the service delivery system; monitoring of the client's progress; placement services; and plan development.
6. **Therapy.** Therapy is a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments, as defined in Title 9 CCR Section 1810.250. Therapy may be delivered to an individual or group and may include family therapy at which the client is present.

C. Contractor shall provide Secondary Prevention/Early Intervention services, which are designed to come between a substance user and their actions in order to modify behavior. It includes a wide spectrum of activities ranging from user education to formal intervention and referral to appropriate treatment/recovery services. The service aims to encourage those individuals in need of treatment to undergo such treatment.

D. The Director of the Department of Behavioral Wellness or designee may authorize Contractor to provide additional services in writing. The addition of services does not alter the Maximum Contract Amount and does not require an amendment to this Agreement.

4. CLIENTS AND PROGRAM CAPACITY.

A. Contractor shall provide school based mental health services to any client who requests services so long as they are enrolled at one of the designated schools.

B. Services may also be provided to clients' family members.

C. Contractor shall offer consultation, support, and information directly to school personnel, including teachers and administrative personnel.

D. Contractor shall provide the services described in Section 3 (Services) to an average caseload of fifty (50) clients.

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

6. REFERRALS.

A. Referrals to Contractor's school-based office can be made by teachers and/or school administrators and staff. Students may request services without referral from school personnel.

B. Client Documentation. Contractor shall receive a referral packet for each client referred and treated. Any items that are available in the Behavioral Wellness Medical Record system shall be shredded by Contractor upon opening the client to the program. The referral packet shall include:

i. A client face sheet listing all of the programs that the client has been admitted to over time, and is currently admitted to, including hospitalizations;

ii. A copy of the most recent medication record and health questionnaire;

iii. A copy of the currently valid Treatment Plan indicating the goals for client enrollment in the Program and identifying the Contractor as a service provider;

iv. Client's Medi-Cal Eligibility Database Sheet (MEDS) file printout, as applicable; and

v. Other documents as reasonably requested by County.

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

   A. Treatment goals have been sufficiently met;

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

   C. The client's request to terminate services; and

   D. Client relocates from the Program's service area or is no longer enrolled at school.

8. **STAFFING REQUIREMENTS.** Contractor shall adhere to the Program staffing requirements outlined below. Amendments to these requirements do not require a formal amendment to this Agreement, but shall be agreed to in writing by the Designated Representatives or Designees.

   A. Contractor, in partnership with Family Service Agency (FSA), shall provide direct staff for the START Teams.

   B. Contractor shall provide a total of 2.00 Full Time Equivalent (FTE):

      1. 2.0 FTE Counselors who shall be licensed mental health professionals or waivered/registered professionals as defined in Title 9 CCR Sections 1810.223 and 1810.254, respectively; licensed professional clinical counselors as defined in Business and Professions Code section 2999.12; or graduate student interns/trainees or interns/trainees, Mental Health Rehabilitation Specialists (MHRS), Qualified Mental Health Workers (QMHW), or Mental Health Workers (MHW) as specified below.

         i. Licensed mental health professional under Title 9 C.C.R. Section 1810.223 means:

            a. Licensed physicians;

            b. Licensed psychologists;

            c. Licensed clinical social workers;

            d. Licensed marriage and family therapists;

            e. Licensed psychiatric technicians;

            f. Registered Nurses; and

            g. Licensed Vocational Nurses.

         ii.. Waivered/Registered Professional under Title 9 C.C.R. Section 1810.254 means an individual who has:

            a. A waiver of psychologist licensure issued by the DHCS; or

            b. Registered with the corresponding state licensing authority for psychologists, marriage and family therapists, or clinical social workers to obtain supervised clinical hours for psychologist, marriage and family therapist, or clinical social worker licensure.

         iii. Licensed Professional Clinical Counselor (LPCC) under Business and Professions Code section 4999.12 means a person licensed under chapter 16 of the Business and Professions Code to practice professional clinical counseling, as defined in Business and Professions Code section 4999.20.

iv. Graduate Student Interns/Trainees and Interns/Trainees.

a. Except as provided below in subsection b, Contractor may utilize interns or trainees as staff to provide services but only as is consistent with any and all applicable laws, regulations, and policies, as may be amended, and as follows:

1. Graduate Student Interns/Trainees who are under the direct supervision of Contractor's licensed mental health professionals, waivered/registered professionals, or LPCCs; and

Interns/Trainees who have graduated and are in the 90-day period prior to obtaining their associate number if a Livescan is provided by the Contractor for the Intern/Trainee.

b. As applicable, assessment/reassessment and therapy services described above in Section 3 (Services) may only be provided by Graduate student Interns/Trainees who are under the direct supervision of Contractor's licensed mental health professionals, waivered/registered professionals, or LPCCs.

2. Mental Health Rehabilitation Specialist (MHRS) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.

3. Qualified Mental Health Worker (QMHW) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.

4. Mental Health Worker (MHW) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.

C. Training.

1. Contractor staff shall be trained and skilled at working with persons with serious mental illness (SMI), shall adhere to professionally recognized best practices for rehabilitation assessment, service planning, and service delivery, and shall be proficient in the principles and practices of Integrated Dual Disorders Treatment.

2. Within 30 days of the date of hire, Contractor shall provide training relevant to working with high risk mental health clients to its staff.

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

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

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

direction for the collaborative work of the client, the Program, and the Behavioral Wellness Treatment Team, as applicable. The Treatment Plan shall include:

A. Client's recovery goals or recovery vision, which guides the service delivery process;

B. Objectives describing the skills and behaviors that the client will be able to learn as a result of the Program's behavioral interventions; and

C. Interventions planned to help the client reach the client's goals.

9. **BILLING DOCUMENTATION.** Contractor shall complete electronic progress notes using County's Management Information System (MIS) for each client contact. These notes will serve as documentation for billable Medi-Cal units of service. For all programs, service records documenting services provided, in the form of electronic progress notes that meet County specifications, will be submitted to the County MIS Unit within 72 hours of service delivery.

EXHIBIT B
FINANCIAL PROVISIONS

EXHIBIT B
FINANCIAL PROVISIONS - ADP

(Applicable to programs described in Exhibit A-2 through A-4)

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

This Agreement provides for reimbursement for Alcohol and Drug Program services up to a Maximum Contract Amount, reflected in Section II below and Exhibit B-1 ADP. For all services provided under this Agreement, Contractor will comply with all requirements necessary for reimbursement in accordance with the regulations applicable to the funding sources identified in the Exhibit B-1 ADP, the Intergovernmental Agreement, Contract Numbers 21-10034 and 21-10034-A01, and other applicable Federal, State and local laws, rules, manuals, policies, guidelines and directives.

I. PAYMENT FOR SERVICES.

A. Outpatient Services Reimbursement Methodology.

1. "Outpatient Services" as defined by the DHCS DMC-ODS billing manual.
2. The County reimburses all eligible providers of Outpatient Services on a fee for service basis pursuant to a fee schedule. Eligible providers claim reimbursement for Outpatient Services using appropriate Current Procedural Terminology (CTP®) or Healthcare Common Procedure Coding System (HCPCS) codes. The fee schedule contains a rate for each Eligible Provider Type and CPT®/HCPCS code.

B. Drug Medi-Cal Twenty-Four Hour Services Reimbursement Methodology.

1. "Twenty-Four Hour Services" means Level 3.1 – Clinically Managed Low-Intensity Residential Services, Level 3.2 – WM, Level 3.3. – Clinically Managed Population-Specific High Intensity Residential Services, and Level 3.5 – Clinically Managed High Intensity Residential Services.
2. The County reimburses all eligible providers of Twenty-Four Hour Services on a fee for service basis pursuant to a fee schedule. Twenty-Four Hour Services are reimbursed a per diem rate.

C. Drug Medi-Cal Narcotic Treatment Program Reimbursement Methodology.

1. "Narcotic Treatment Program Services" as defined by as defined by the DHCS DMC-ODS billing manual.
2. The County reimburses all eligible providers of Narcotic Treatment Program Services on a fee for service basis pursuant to a fee schedule. Narcotic Treatment Program Daily Dosing Services are reimbursed a daily rate. An Eligible Provider must administer a MAT for OUD Medication or MAT for AUD Medication to be reimbursed for Narcotic Treatment Program Daily Dosing Services.
3. The County reimburses all Eligible Providers for Group Counseling, Individual Counseling, and Peer Support Services provided in a Narcotic Treatment Program pursuant to the fee schedule established in Section B-1 of this agreement.

D. **Drug Medi-Cal Services.** The services provided by Contractor's Program described in the Exhibit A(s) that are covered by the Drug Medi-Cal Program will be paid based on negotiated fee schedule(s) as incorporated in Section B-1 of this Agreement. Pursuant to Title 9 California Code of Regulations (C.C.R.) Section 9533(a) (2), Contractor shall accept proof of eligibility for Drug Medi-Cal as payment in full for treatment services rendered, and shall not collect any other fees from Drug Medi-Cal clients, except where a share of cost, defined in Title 22 C.C.R. Section 50090, is authorized under Title 22 C.C.R. Section 50651 et seq. Contractor shall not charge fees to beneficiaries for access to Drug Medi-Cal substance abuse services or for admission to a Drug Medi-Cal treatment slot.

E. **Non-Drug Medi-Cal Services.** County recognizes that some of the services provided by Contractor's Program, described in the Exhibit A(s), may not be reimbursable by Drug Medi-Cal, or may be provided to individuals who are not Drug Medi-Cal eligible and such services may be reimbursed by other County, State, and Federal funds only to the extent specified in Exhibit B-1 ADP and pursuant to Section I, Paragraph F (Funding Sources) of this Exhibit B-ADP. Funds for these services are included within the Maximum Contract Amount and are subject to the same requirements as funds for services provided pursuant to the Drug Medi-Cal program.

F. **Limitations on Use of Funds Received Pursuant to this Agreement.** Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A(s) to this Agreement. Expenses shall comply with the requirements established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (45 C.F.R. Part 75), and all other applicable regulations. Violation of this provision or use of County funds for purposes other than those described in the Exhibit A(s) shall constitute a material breach of this Agreement.

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

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

H. **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 Agreement.

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **$15,102,450**, inclusive of **$14,332,850** in Alcohol and Drug Program funding to consist of $3,606,650 for FY 23-24, and $3,575,400 annually for FYs 24-27, and inclusive of **$769,600** in Mental Health Services funding consisting of $192,400 annually, of County, State, and/or Federal funds as shown in Exhibit B-1-ADP. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

III. PROVISIONAL NEGOTIATED FEE.

County agrees to reimburse Contractor at a Negotiated Fee (the "Negotiated Fee") for Drug Medi-Cal services during the term of this Agreement. Non drug Medi-Cal services will be paid at the lower of actual cost, or the applicable negotiated fee.

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

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

V. QUALITY ASSURANCE (QA) / UTILIZATION MANAGEMENT (UM) INCENTIVE PAYMENT

A. County will provide Contractor with an incentive payment at fiscal year-end should the following deliverables be achieved. The incentive payment will be equal to 4% of total approved Medi-Cal claims (2% Quality Assurance and 2% Utilization Management) and will be payable upon proof of completion of deliverables and conclusion of regular Medi-Cal claiming for the fiscal period. The incentive payment will not be applied to unclaimed and/or denied services. Documentation must be maintained to substantiate completion of the deliverables.

1. QA deliverables include:
    i. Contractor shall hire or designate existing staff to implement quality assurance type activities. The designated QA staff member shall be communicated to the County.
    ii. Contractor shall provide a monthly report to QCM consisting of documentation reviews performed, associated findings, and corrective action. The QA reports shall be received by County no later than 30 calendar days following the end of the month being reported.
    iii. Contractor QA staff shall attend bi-monthly County Quality Improvement Committee (QIC) meetings. Attendance to be monitored via sign-in sheets.
2. UM deliverables include:

i. Contractor shall hire or utilize existing staff to implement utilization management activities. The designated UM staff member shall be communicated to the County.

ii. Contractor shall implement procedures to monitor productivity including the submission of monthly reports on productivity for each direct service staff member (direct billed hours to total paid hours). Total paid hours are equal to 2,080 per full time equivalent (FTE) position with a proration for part time employment. The monthly reports shall be received by County no later than 30 calendar days following the end of the month being reported.

3. The Behavioral Wellness Director or designee may reallocate between the contract allocations on the Exhibit B-1 MHS at his/her discretion to increase or decrease the incentive payment. Reallocation of the contract allocations does not alter the Maximum Contract Amount and does not require an amendment to this Agreement.

VI. ACCOUNTING FOR REVENUES.

Contractor shall comply with all County, State, and Federal requirements and procedures, including, but not limited to, those described in California Welfare and Institutions Code (WIC) Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP), (2) the eligibility of patients/clients for Drug Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder

VI. REALLOCATION OF PROGRAM FUNDING.

Contractor shall make written application to Director, or designee, in advance and no later than April 1 of each Fiscal Year, to reallocate funds as outlined in Exhibit B-1 ADP between Programs or funding sources, for the purpose of meeting specific Program needs or for providing continuity of care to its clients. Contractor's application shall include a narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining impact of the reallocation as may be applicable to future years. The Director's, or designee's, decision of whether to allow the reallocation of funds shall be in writing to Contractor prior to implementation by Contractor. The Behavioral Wellness Director or designee also reserves the right to reallocate between programs in the year end settlement and will notify Contractor of any reallocation during the settlement process.

VII. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

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

B. Submission of Claims and Invoices:

1. Submission of Claims for Drug Medi-Cal Services. Services are to be entered into the County's EHR System based on timeframes prescribed in the Alcohol & Drug Program Practice Guidelines and Procedure Manual. Late service data and claims may only be submitted in accordance with State and federal regulations. Behavioral Wellness shall provide to Contractor a report that addresses the following:

a. Summarizes the Medi-Cal UOS to be claimed for the month, multiplied by the negotiated fees in effect at the time of service,

b. States the amount owed by County, and

c. Includes the Agreement number.

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

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

2. Submission of Invoices for Non-Drug Medi-Cal Services. Contractor shall submit a written invoice electronically to adpfinance@sbcbwell.org on a form acceptable to or provided by County within 10 calendar days of the end of the month in which Non-Drug Medi-Cal services as described in the Exhibit A(s) are delivered and shall include:

a. Sufficient detail and supporting documentation to enable an audit of the charges,

b. The amount owed by County, and

c. The contract number and signature of Contractor's authorized representative.

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

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

C. Payment Limitations.

1. Payment for Drug Medi-Cal services will be based on the UOS accepted into MIS and claimed to the State and approved by the State on a monthly basis.

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

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

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

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

G. Claims Submission Restrictions.

1. Billing Limit for Drug Medi-Cal Services: Unless otherwise determined by State or federal regulations, all original (or initial) claims for eligible individual persons under this Agreement must be received by County within 7 days from the end of the month in which services were provided to avoid possible payment reduction or denial for late billing. Late claims may be submitted in accordance with the provisions of Title 22 C.C.R. Section 51008.5 with documentation of good cause. The existence of good cause shall be determined by the State as provided in Title 22 C.C.R. Sections 51008 and 51008.5.
2. No Payment for Services Provided Following Expiration/Termination of Agreement. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

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

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

VIII. COST REPORT FOR NON-DRUG MEDI-CAL SERVICES.

A. Submission of Cost Report. Contractor shall provide County with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the applicable prior fiscal year. The Annual Cost Report shall be prepared by Contractor in accordance with all applicable federal, State and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by Contractor shall be reported in its

annual Cost Report, and shall be used to offset Non Medi-Cal Services. Contractor shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to Director or Designee upon reasonable notice.

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

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

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

IX. AUDITS AND AUDIT APPEALS.

A. **Audit by Responsible Auditing Party.** At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and federal law, authorized representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the ADP services/activities provided under this Agreement.

B. **Settlement.** Settlement of the audit findings will be conducted according to the Responsible Auditing Party's procedures in place. In the case of a State Drug Medi-Cal audit, the State and County will perform a post-audit Drug Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process.

C. **Invoice for Amounts Due.** County shall issue an invoice to Contractor for any amount due to the County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County Behavioral Wellness will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County Behavioral Wellness. If an audit adjustment is appealed then the County may, at its own discretion, notify Contractor but stay collection of amounts due until resolution of the State administrative appeals process.

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

EXHIBIT B-MHS
FINANCIAL PROVISIONS

(Applicable to program described in Exhibit A-6)

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

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

I. PAYMENT FOR SERVICES.

A. Performance of Services.

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

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

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

C. Non-Medi-Cal Billable Services. County recognizes that some of the services provided by Contractor's Program(s), described in the Exhibit A(s), may not be reimbursable by Medi-Cal or may be delivered to ineligible clients. Such services may be reimbursed by other County, State, and Federal funds to the extent specified in Exhibit B-1-MHS and pursuant to Section I.E (Funding Sources) of this Exhibit B MHS. Funds for these services are included within the Maximum Contract Amount.

Specialty mental health services delivered to Non-Medi-Cal clients will be reimbursed at the same fee-for-service rates in the Exhibit B-3 MHS as for Medi-Cal clients, subject to the maximum amount specified in the Exhibit B-1 MHS. Due to the timing of claiming, payment for Non-Medi-Cal client services will not occur until fiscal year end after all claims have been submitted to DHCS and the ineligible claims are identifiable.

When the entire program is not billable to Medi-Cal (i.e. Non-Medi-Cal Program), reimbursement will be on cost reimbursement basis subject to other limitations as established in Exhibit A(s) and B(s).

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

E. 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. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to this Agreement.

F. Beneficiary Liability for Payment.

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

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

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **$15,102,450**, **inclusive $769,600 in** Mental Health Services funding **to** consist of $192,400 annually, and inclusive of **$14,332,850** in Alcohol and Drug Program funding to consist of $3,606,650 for FY 23-24, and $3,575,400 annually for FYs 24-27, of County, State, and/or Federal funds as shown in Exhibit B-1–MHS and subject to the provisions in Section I (Payment for Services). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

III. OPERATING BUDGET AND FEE FOR SERVICE RATES

A. Fee-For-Service Rates. For Medi-Cal services, County agrees to reimburse Contractor at a Negotiated Fee-For-Service rate (the "Negotiated Fee") during the term of this Agreement as specified in the Exhibit B-3 MHS. Specialty mental health services provided to Non-Medi-Cal clients will be paid at the same rates, subject to the maximum amount specified in the Exhibit B-1 MHS.

B. Operating Budget. For Non Medi-Cal Programs, Contractor shall provide County with an Operating Budget on a format acceptable to, or provided by County, based on costs of net of revenues as described in this Exhibit B-MHS, Section VI (Accounting for Revenues). The approved Operating Budget shall be attached to this Agreement as Exhibit B-2. County may disallow any expenses in excess of the adopted operating budget. Contractor shall request, in advance, approval from County for any budgetary changes. Indirect costs are limited to 15% of direct costs for each program and must be allocated in accordance with a cost allocation plan that adheres with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

IV. CLIENT FLEXIBLE SUPPORT FUNDS.

For Medi-Cal FSP programs, Contractor will receive a funding allocation to provide clients with flexible support for costs including but not limited to housing, items necessary for daily living, and therapeutic support. Contractor shall abide by requirements in Behavioral Wellness Policy and Procedure for client flexible support costs. Documentation must be kept on file to support costs and financial statements should be submitted monthly in accordance with Exhibit B MHS, Section VIII.B below.

V. QUALITY ASSURANCE (QA) / UTILIZATION MANAGEMENT (UM) INCENTIVE PAYMENT.

A. County will provide Contractor with an incentive payment at fiscal year-end should the following deliverables be achieved. The incentive payment will be equal to 4% of total approved Medi-Cal claims (2% Quality Assurance and 2% Utilization Management) and will be payable upon proof of completion of deliverables and conclusion of regular Medi-Cal claiming for the fiscal period. The incentive payment will not be applied to unclaimed and/or denied services. Documentation must be maintained to substantiate completion of the deliverables.

1. QA deliverables include:
    i. Contractor shall hire or designate existing staff to implement quality assurance type activities. The designated QA staff member shall be communicated to the County.
    ii. Contractor shall provide a monthly report to QCM consisting of documentation reviews performed, associated findings, and corrective action. The QA reports shall be received by County no later than 30 calendar days following the end of the month being reported.
    iii. Contractor QA staff shall attend bi-monthly County Quality Improvement Committee (QIC) meetings. Attendance to be monitored via sign-in sheets.
2. UM deliverables include:
    i. Contractor shall hire or utilize existing staff to implement utilization management activities. The designated UM staff member shall be communicated to the County.

ii. Contractor shall implement procedures to monitor productivity including the submission of monthly reports on productivity for each direct service staff member (direct billed hours to total paid hours). Total paid hours are equal to 2,080 per full time equivalent (FTE) position with a proration for part time employment. The monthly reports shall be received by County no later than 30 calendar days following the end of the month being reported.

3. The Behavioral Wellness Director or designee may reallocate between the contract allocations on the Exhibit B-1 MHS at his/her discretion to increase or decrease the incentive payment. Reallocation of the contract allocations does not alter the Maximum Contract Amount and does not require an amendment to this Agreement.

VI. ACCOUNTING FOR REVENUES.

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

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

VII. REALLOCATION OF PROGRAM FUNDING.

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

VIII. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

A. Submission of Claims and Invoices.

1. Submission of Claims for Medi-Cal Services. Services are to be entered into SmartCare based on timeframes prescribed in the Behavioral Wellness Clinical Documentation Manual. Late service data and claims may only be submitted in accordance with State and federal regulations. Behavioral Wellness shall provide to Contractor a report that: i) summarizes the Medi-Cal services approved to be claimed for the month, multiplied by the negotiated fee in effect at the time of service, ii) states the amount owed by County, and iii) includes the Agreement number.

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

   If any services in the monthly Medi-Cal claim for the Contractor are denied by DHCS then these will be deducted from the subsequent monthly claim at the same value for which they were originally claimed.

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

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

   The Behavioral Wellness Director or designee shall review the monthly claim(s) and invoices to confirm accuracy of the data submitted. County shall make payment for approved Medi-Cal claims within thirty (30) calendar days of the generation of said claim(s) by County subject to the contractual limitations set forth in this Agreement and all exhibits hereto. Non-Medi-Cal programs will be paid within 30 days of the receipt of a complete invoice and all requested supporting documentation.

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

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

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

E. **Claims Submission Restrictions.**

1. 12-Month Billing Limit. Unless otherwise determined by State or federal regulations (e.g. Medi-Medi cross-over), all original (or initial) claims for eligible individual persons under this Agreement must be received by County within 12 months from the month of service to avoid denial for late billing.

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

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

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

IX. REPORTS.

A. **Audited Financial Reports.** Contractor is required to obtain an annual financial statement audit and submit to County a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by Contractor.

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

X. AUDITS AND AUDIT APPEALS.

A. Audit by Responsible Auditing Party. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and Federal law including but not limited to WIC Section 14170 et seq., authorized representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the mental health services/activities provided under this Agreement.

B. Settlement. Settlement of the audit findings will be conducted according to the Responsible Auditing Party's procedures in place. In the case of a State Medi-Cal audit, the State and County will perform a post-audit Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County. If an audit adjustment is appealed then the County may, at its own discretion, notify Contractor but stay collection of amounts due until resolution of the State administrative appeals process.

C. Invoice for Amounts Due. County shall issue an invoice to Contractor for any amount due to the County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice.

D. Appeal. Contractor may appeal any such audit findings in accordance with the audit appeal process established by the Responsible Auditing Party performing the audit.

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

(Applicable to programs described in Exhibit A2 – A4)

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

CONTRACTOR NAME: Council on Alcoholism and Drug Abuse (CADA) **FISCAL YEAR:** 2023-2027

Contracted Service	Service Type	Provider Group	Practitioner Type	Full Time Equivalent Staffing	Hourly Rate (Avg. Direct Bill rate)	Medi-Cal Target	23-24 Medi-Cal Contract Allocation per Year	24-27 Medi-Cal Contract Allocation per Year
Medi-Cal Billable Services	24-Hour Services	Residential	RESIDENTIAL 3.1	Bed Day	$246.00	2,081	$512,000	$512,000
			RESIDENTIAL 3.2	Bed Day	$246.00	153	$37,700	$37,700
			RESIDENTIAL 3.3	Bed Day	$246.00	0	$0	$0
			RESIDENTIAL 3.5	Bed Day	$246.00	558	$137,300	$137,300
			RESIDENTIAL 3.7	Bed Day	$724.00	0	$0	$0
	Outpatient Services Fee-For-Service	Behavioral Health Provider	Psychologist/ Pre-licensed Psychologist	0.00	$386.80	0	$0	$0
			LPHA / Assoc. LPHA	2.16	$263.44	1,797	$473,500	$473,500
			Certified Peer Recovery Specialist	0.00	$209.08	0	$0	$0
			Alcohol and Drug Counselor	11.37	$219.53	9,457	$2,076,200	$2,076,200
				13.53		**14,046**	**$3,236,700**	**$3,236,700**

Contracted Service	Service Type	Reimbursement Method	Rate (if applicable)	23-24 Non-Medi-Cal Contract Allocation per Year	24-27 Non-Medi-Cal Contract Allocation per Year
Non-Medi-Cal Billable Services	Non-Medi-Cal Services (1)	Fee-For-Service	n/a	$64,700	$64,700
	Quality Management (2)	Incentive	n/a	$64,700	$64,700
	Utilization Management (2)	Incentive	n/a	$64,700	$64,700
	Board and Care (5)	Negotiated Rate & Contingent Cost Reimbursement	$50.00 Per Day	$139,600	$139,600
	CalWORKs	Negotiated Rate	$50.00 Per Day	$5,000	$5,000
	Contingency Management	Cost Reimbursement	n/a	$31,250	n/a
				$369,950	**$338,700**
			Total Contract Maximum Per Fiscal Year	**$3,606,650**	**$3,676,400**

Contract Maximum by Program & Estimated Funding Sources							
	PROGRAM(S)						Total
Funding Sources (3)	Outpatient Treatment Programs	Residentials Treatment Programs	Contingency Management Startup (FY23-24 Only)				
Medi-Cal Patient Revenue (4)	$ 2,549,700	$ 687,000					$ 3,236,700
Realignment/SAPT - Non-Medi-Cal Services (1)	$ 51,000	$ 13,700					$ 64,700
Realignment Quality Assurance Incentive (2)	$ 51,000	$ 13,700					$ 64,700
Realignment Utilization Review Incentive (2)	$ 51,000	$ 13,700					$ 64,700
Realignment/SAPT - Board and Care (5)		$ 139,600					$ 139,600
SAPT - Non-Medi-Cal Services (5)							$ -
CalWORKS		$ 5,000					$ 5,000
Other State Funds			$ 31,250				$ 31,250
Other County Funds							$ -
TOTAL CONTRACT PAYABLE FY 23-24:	**$ 2,702,700**	**$ 872,700**	**$ 31,250**	**$ -**	**$ -**	**$ -**	**$ 3,606,650**
TOTAL CONTRACT PAYABLE FY 24-25:	**$ 2,702,700**	**$ 872,700**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 3,675,400**
TOTAL CONTRACT PAYABLE FY 25-26:	**$ 2,702,700**	**$ 872,700**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 3,675,400**
TOTAL CONTRACT PAYABLE FY 26-27:	**$ 2,702,700**	**$ 872,700**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 3,675,400**
TOTAL CONTRACT PAYABLE:	**$ 10,810,800**	**$ 3**	DocuSigned by: :50	**$ -**	**$ -**	**$ -**	**$ 14,332,850**

CONTRACTOR SIGNATURE: DocuSigned by: Scott Whiteley A39778315E2546C...

FISCAL SERVICES SIGNATURE: Christie Soyer 96D40AB0C0AD408...

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

(2) Quality & Utilization Management incentive payment requires the implementation of specific deliverables. If deliverables are not met then contractor is not eligible for incentive payment. Refer to Exhibit B, Section V of the agreement for required deliverables.

(3) 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.

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

(5) Provider is paid monthly at a provisional rate. Service type is subject to cost settlement. If costs are higher than the provisional rate, then reimbursement is subject to availability of SABG funds

EXHIBIT B-1- MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(Applicable to program described in Exhibit A-6)

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

CONTRACTOR NAME: Council of Alcoholism and Drug Abuse (CADA)

FISCAL YEAR: 2023-2027

Contracted Service	Service Type	Provider Group	Practitioner Type	Full Time Equivalent Staffing	Hourly Rate (Avg. Direct Bill rate)	Medi-Cal Target Hours	Medi-Cal Contract Allocation
Medi-Cal Billable Services	Outpatient Services Fee-For-Service	Behavioral Health Provider	Psychologist/ Pre-licensed Psychologist	0.00	$386.80	0	$0
			LPHA / Assoc. LPHA	2.00	$263.44	689	$181,510
			Certified Peer Recovery Specialist	0.00	$209.08	0	$0
			Rehabilitation Specialists & Other Qualified Providers	0.00	$198.63	0	$0
				2.00		**689**	**$181,510**

Contracted Service	Service Type	Reimbursement Method	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Outpatient Non-Medi-Cal Services (1)	Fee-For-Service	$3,630
	Quality Assurance & Utilization Management (2)	Incentive	$7,260
			$10,890

Total Contract Maximum Per Fiscal Year **$192,400**

Contract Maximum by Program & Estimated Funding Sources							
	PROGRAM(S)						Total
Funding Sources (3)	Carpinteria Start						
Medi-Cal Patient Revenue (4)	$ 181,510						$ 181,510
Realignment Non-Medi-Cal Services	$ -						$ -
Realignment QA / UM Incentive	$ -						$ -
MHSA QA / UM Incentive	$ 7,260						$ 7,260
MHSA Non-Medi-Cal Services	$ 3,630						$ 3,630
MHSA Non-Medi-Cal Program	$ -						$ -
TOTAL CONTRACT PAYABLE:	**$ 192,400**						**$ 192,400**
TOTAL CONTRACT PAYABLE FY 23-27:	**$ 769,600**	$ -		$ -	$ -	$ -	**$ 769,600**

CONTRACTOR SIGNATURE: DocuSigned by: Scott Whiteley A39778315E2546C...

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

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

(2) Quality Assurance and Utilization Management incentive payment requires the implementation of specific deliverables. If deliverables are not met then contractor is not eligible for incentive payment. Refer to Exhibit B, Section V of the agreement for required deliverables.

(3) 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.

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

EXHIBIT B–2 ADP
ENTITY BUDGET

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

AGENCY NAME: Council on Alcoholism and Drug Abuse

COUNTY FISCAL YEAR: 2023-24 Only

Gray Shaded cells contain formulas, do not overwrite

LINE #	COLUMN #	1	2
	I. REVENUE SOURCES:		Contingency Management Startup
1	Contributions		$ 8,309
2	Foundations/Trusts		
3	Miscellaneous Revenue		
4	Behavioral Wellness Funding		$ 31,250
5	Other Government Funding		
6	Private Insurance		
7	Federal Probation		
8	Other (specify)		
9	Other (specify)		
10	Total Other Revenue		$ 39,559
	I.B Client and Third Party Revenues:		
11	Client Fees		
12	SSI		
13	Other (specify)		
14	Total Client and Third Party Revenues (Sum of lines 19 through 23)		$ -
15	GROSS PROGRAM REVENUE BUDGET		$ 39,559
	III. DIRECT COSTS		Contingency Management Startup
	III.A. Salaries and Benefits Object Level		
16	Salaries (Complete Staffing Schedule)		$ 27,040
17	Employee Benefits		$ 6,895
18	Consultants		
19	Payroll Taxes		$ 2,028
20	Salaries and Benefits Subtotal		$ 35,963
	III.B Services and Supplies Object Level		
48	Services and Supplies Subtotal		$ -
49	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)		
50			
51	SUBTOTAL DIRECT COSTS		$ 35,963
52	IV. INDIRECT COSTS		
53	Administrative Indirect Costs (Reimbursement limited to 10%)		$ 3,596
54	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)		$ 39,559

EXHIBIT B–3 ADP
SCHEDULE OF CODES

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

	Code	Code Description	Code Type	Time Associated with Code (Mins) for Purposes of Rate	Psychologist/ Pre-licensed Psychologist	ALL LPHA's and Registered Associates	Alcohol and Drug Counselor	Certified Peer Recovery Specialist
1	90785	Interactive Complexity	Supplemental Services	Occurrence	$ 8.00	$ 8.00	$ 8.00	
2	90791	Psychiatric Diagnostic Evaluation, 15 Minutes	Assessment	15	$96.70	$65.86		
3	90885	Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	Assessment	15	$96.70	$65.86		
4	96130	Psychological Testing Evaluation, First Hour	Assessment	60	$386.80			
5	96131	Psychological Testing Evaluation, Each Additional Hour	Assessment	60	$386.80			
6	98966	Telephone Assessment and Management Service, 5-10 Minutes	Assessment	8	$51.57	$35.13		
7	98967	Telephone Assessment and Management Service, 11-20 Minutes	Assessment	16	$103.15	$70.25		
8	98968	Telephone Assessment and Management Service, 21-30 Minutes	Assessment	26	$167.61	$114.16		
9	G0396	Alcohol and/or substance (other than tobacco) abuse structured assessment. 15-30 Minutes. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).	Assessment	23	$148.27	$100.99	$84.15	
10	G0397	Alcohol and/or substance (other than tobacco) abuse structured assessment. 30+ Minutes. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).	Assessment	60	$386.80	$263.44	$219.53	
11	G2011	Alcohol and/or substance (other than tobacco) abuse structured assessment 5 -14 Min. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).	Assessment	10	$64.47	$43.91	$36.59	
12	H0001	Alcohol and/or drug assessment. (Note: Use this code for screening to determine the appropriate delivery system for beneficiaries seeking services)	Assessment	15	$96.70	$65.86	$54.88	
13	H0049	Alcohol and/or drug screening	Assessment	15	$96.70	$65.86	$54.88	
14	90882	Environmental intervention for medical management purposes on a psychiatric patient's behalf with agencies, employers, or institutions.	Care Coordination	15	$96.70	$65.86	$54.88	
15	90889	Preparation of report of patient's psychiatric status, history, treatment, or progress (other than for legal or consultative purpose) for other individuals, agencies, or insurance carries.	Care Coordination	15	$96.70	$65.86		
16	96160	Administration of patient-focused health risk assessment instrument.	Care Coordination	15	$96.70	$65.86		
17	99368	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Patient and/or Family Not Present. 30 Minutes or More	Care Coordination	60	$386.80	$263.44		
18	H1000	Prenatal Care, at risk assessment.	Care Coordination	15	$96.70	$65.86	$54.88	
19	T1017	Targeted Case Management, Each 15 Minutes	Care Coordination	15	$96.70	$65.86	$54.88	
20	99496	Transitional Care Management Services: Communication (direct contact, telephone, electronic) within 7 calendar days.	Discharge Services	15	$96.70			
21	T1007	Alcohol and/or substance abuse services, treatment plan development and/or modification.	Discharge Services	15	$96.70	$65.86	$54.88	
22	90846	Family Psychotherapy (Without the Patient Present), 26-50 minutes	Family Therapy	38	$244.97	$166.85		
23	90847	Family Psychotherapy (Conjoint psychotherapy with Patient Present), 26-50 minutes	Family Therapy	38	$244.97	$166.85		
24	90849	Multiple-Family Group Psychotherapy, 15 Minutes	Family Therapy	15	$96.70	$65.86		
25	H0005	Alcohol and/or drug services; group counseling by a clinician, 15 minutes.	Group Counseling	15	$96.70	$65.86	$54.88	
26	H0004	Behavioral health counseling and therapy, 15 minutes.	Individual Counseling	15	$96.70	$65.86	$54.88	
27	H0050	Alcohol and/or Drug Services, brief intervention, 15 minutes (Code must be used to submit claims for Contingency Management Services)	Individual Counseling	15	$96.70	$65.86	$54.88	$52.27
28	T1006	Alcohol and/or substance abuse services, family/couple counseling	Individual Counseling	15	$96.70	$65.86	$54.88	
29	H0025	Behavioral Health Prevention Education service, delivery of service with target population to affect knowledge, attitude, and/or behavior.	Peer Support Service	15				$52.27
30	H0038	Self-help/peer services, per 15 minutes	Peer Support Service	15				$52.27
31	H2015	Comprehensive community support services, per 15 minutes	Recovery Services	15		$65.86	$54.88	
32	H2017	Psychosocial Rehabilitation, per 15 Minutes	Recovery Services	15		$65.86	$54.88	
33	H2035	Alcohol and/or other drug treatment program, Per Hour Except with modifiers 59, XE, XP, or XU. Modifiers have to be on the target or excluded service.	Recovery Services	60	$386.80	$263.44	$219.53	
34	H0007	Alcohol and/or drug services; crisis intervention (outpatient),	SUD Crisis Intervention	15	$96.70	$65.86	$54.88	
35	90887	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Supplemental Services	15	$96.70	$65.86		
36	96170	Health behavior intervention, family (without the patient present), face-to-face. 16-30 minutes	Supplemental Services	30	$193.40	$131.72		
37	96171	Health behavior intervention, family (without the patient present), face-to-face. Each additional 15 minutes.	Supplemental Services	15	$96.70	$65.86		
38	T1013	Sign Language or Oral Interpretive Services, 15 Minutes	Supplemental Services	15	$96.70	$65.86	$54.88	
39	H2014	Skills training and development, per 15 minutes. (Use this code to submit claims for Patient Education Services).	Treatment Planning	15		$65.86	$54.88	
40	H2021	Community-Based Wrap-Around Services, per 15 Minutes	Treatment Planning	15		$65.86	$54.88	
41	H2027	Psychoeducational Service, per 15 minutes	Treatment Planning	15	$96.70	$65.86	$54.88	

EXHIBIT B–3 MHS
SCHEDULE OF CODES

EXHIBIT B-3 MH
DEPARTMENT OF BEHAVIORAL WELLNESS
SCHEDULE OF CODES

Code	Code Description	Code Type	Time Associated with Code (Mins) for Purposes of Rate	Psychologist/ Pre-licensed Psychologist	LPHA & LCSW	MHRS & Other Designated	Peer Recovery Specialist
90785	Interactive Complexity	Supplemental Service Codes	Occurrence	$8.00	$8.00	$8.00	$8.00
90791	Psychiatric Diagnostic Evaluation, 15 Minutes	Assessment Codes	15	$96.70	$65.86		
90832	Psychotherapy, 30 Minutes with Patient	Therapy Codes	27	$174.06	$118.55		
90834	Psychotherapy, 45 Minutes with Patient	Therapy Codes	45	$290.10	$197.58		
90837	Psychotherapy, 60 Minutes with Patient	Therapy Codes	60	$386.80	$263.44		
90839	Psychotherapy for Crisis, First 30-74 Minutes 84	Crisis Intervention Codes	52	$335.22	$228.32		
90840	Psychotherapy for Crisis, Each Additional 30 Minutes	Crisis Intervention Codes	30	$193.40	$131.72		
90845	Psychoanalysis, 15 Minutes	Therapy Codes	15	$96.70	$65.86		
90847	Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	Therapy Codes	50	$322.33	$219.53		
90849	Multiple-Family Group Psychotherapy, 15 Minutes	Therapy Codes	15	$96.70	$65.86		
90853	Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	Therapy Codes	15	$96.70	$65.86		
90885	Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	Assessment Codes	15	$96.70	$65.86		
90887	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Supplemental Service Codes	15	$96.70	$65.86		
96105	Assessment of Aphasia, per Hour	Assessment Codes	60	$386.80			
96110	Developmental Screening, 15 Minutes	Assessment Codes	15	$96.70	$65.86		
96112	Developmental Testing, First Hour	Assessment Codes	60	$386.80			
96113	Developmental Testing, Each Additional 30 Minutes	Assessment Codes	30	$193.40			
96116	Neurobehavioral Status Exam, First Hour	Assessment Codes	60	$386.80	$263.44		
96121	Neurobehavioral Status Exam, Each Additional Hour	Assessment Codes	60	$386.80	$263.44		
96125	Standardized Cognitive Performance Testing, per Hour	Assessment Codes	60	$386.80			
96127	Brief Emotional/Behavioral Assessment, 15 Minutes	Assessment Codes	15	$96.70	$65.86		
96130	Psychological Testing Evaluation, First Hour	Assessment Codes	60	$386.80			
96131	Psychological Testing Evaluation, Each Additional Hour	Assessment Codes	60	$386.80			
96132	Neuropsychological Testing Evaluation, First Hour	Assessment Codes	60	$386.80			
96133	Neuropsychological Testing Evaluation, Each Additional Hour	Assessment Codes	60	$386.80			
96136	Psychological or Neuropsychological Test Administration, First 30 Minutes	Assessment Codes	30	$193.40			
96137	Psychological or Neuropsychological Test Administration, Each Additional 30 Minutes	Assessment Codes	30	$193.40			
96146	Psychological or Neuropsychological Test Administration, 15 Minutes	Assessment Codes	15	$96.70			
96161	Caregiver Assessment Administratio n of Care- Giver Focused Risk Assessment, 15 Minutes	Supplemental Service Codes	15	$96.70	$65.86		
98966	Telephone Assessment and Management Service, 5-10 Minutes	Assessment Codes	8	$51.57	$35.13		
98967	Telephone Assessment and Management Service, 11-20 Minutes	Assessment Codes	16	$103.15	$70.25		
98968	Telephone Assessment and Management Service, 21-30 Minutes	Assessment Codes	26	$167.61	$114.16		
99366	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician, Face-to-face with Patient and/or Family, 30 Minutes or More	Plan Development Codes	60	$386.80	$263.44		
99368	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician, Patient and/or Family Not Present, 30 Minutes or More	Plan Development Codes	60	$386.80	$263.44		
99484	Care Management Services for Behavioral Health Conditions, Directed by Physician, At Least 20 Minutes	Plan Development Codes	60	$386.80	$263.44		
H0025	Behavioral health prevention education service (delivery of services with target population to affect knowledge, attitude and/or behavior)	Peer Support Services Codes	15				$52.27
H0031	Mental Health Assessment by Non- Physician, 15 Minutes	Assessment Codes	15	$96.70	$65.86	$49.66	$52.27
H0032	Mental Health Service Plan Developed by Non-Physician, 15 Minutes	Plan Development Codes	15	$96.70	$65.86	$49.66	$52.27
H0033	Oral Medication Administration, Direct Observation, 15 Minutes	Medication Support Codes	15	$96.70	$65.86	$49.66	$52.27
H0038	Self-help/peer services per 15 minutes	Peer Support Services Codes	15				$52.27
H2000	Comprehensive Multidisciplinary Evaluation, 15 Minutes	Assessment Codes	15	$96.70	$65.86	$49.66	$52.27
H2011	Crisis Intervention Service, per 15 Minutes	Crisis Intervention Codes	15	$96.70	$65.86	$49.66	$52.27
H2017	Psychosocial Rehabilitation, per 15 Minutes	Rehabilitation Codes	15	$96.70	$65.86	$49.66	$52.27
H2019	Therapeutic Behavioral Services, per 15 Minutes	Therapeutic Behavioral Services	15	$96.70	$65.86	$49.66	$52.27
H2021	Community-Based Wrap-Around Services, per 15 Minutes 129	Rehabilitation Codes	15	$96.70	$65.86	$49.66	$52.27
T1013	Sign Language or Oral Interpretive Services, 15 Minutes	Supplemental Service Codes	15	$96.70	$65.86	$49.66	$52.27
T1017	Targeted Case Management, Each 15 Minutes	Referral Codes	15	$96.70	$65.86	$49.66	$52.27

Provider type	Tax1	Tax2	Tax3	Tax4	Tax5	Tax6	Tax7	Tax8	Tax9
Psychologist/ Pre-licensed Psychologist	102L	103G	103T						
LPHA	1012	101Y	102X	103K	106H	1714	222Q	225C	2256
LCSW	106E	1041							
Peer Recovery Specialist	175T								
Mental Health Rehab Specialist	146D	146L	146M	146N	171M	174H	1837		
	2217	224Y	224Z	2254	2258	225A	2260	2263	
	246Y	246Z	2470	274K	374T	376K	3902	4053	
Other Qualified Providers - Other Designated MH staff	171R	172V	3726	373H	374U	376J			

EXHIBIT B–4 ADP
SLIDING FEE SCALE

COUNTY OF SANTA BARBARA
ALCOHOL & DRUG PROGRAM
FEE SCHEDULE *
2023-2024

ANNUAL GROSS FAMILY INCOME

NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	14,580	19,720	24,860	30,000	35,410	40,280	45,420	50,560
10	18,900	24,040	29,180	34,320	39,730	44,600	49,740	54,880
15	23,220	28,360	33,500	38,640	44,050	48,920	54,060	59,200
20	27,540	32,680	37,820	42,960	48,370	53,240	58,380	63,520
25	31,860	37,000	42,140	47,280	52,690	57,560	62,700	67,840
30	36,180	41,320	46,460	51,600	57,010	61,880	67,020	72,160
35	40,500	45,640	50,780	55,920	61,330	66,200	71,340	76,480
40	44,820	49,960	55,100	60,240	65,650	70,520	75,660	80,800
45	49,140	54,280	59,420	64,560	69,970	74,840	79,980	85,120
50	53,460	58,600	63,740	68,880	74,290	79,160	84,300	89,440
55	57,780	62,920	68,060	73,200	78,610	83,480	88,620	93,760
60	62,100	67,240	72,380	77,520	82,930	87,800	92,940	98,080
65	66,420	71,560	76,700	81,840	87,250	92,120	97,260	102,400
70	70,740	75,880	81,020	86,160	91,570	96,440	101,580	106,720
75	75,060	80,200	85,340	90,480	95,890	100,760	105,900	111,040
80	79,380	84,520	89,660	94,800	100,210	105,080	110,220	115,360
85	83,700	88,840	93,980	99,120	104,530	109,400	114,540	119,680
90	88,020	93,160	98,300	103,440	108,850	113,720	118,860	124,000

MONTHLY GROSS FAMILY INCOME

NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	1,215	1,643	2,072	2,500	2,951	3,357	3,785	4,213
10	1,575	2,003	2,432	2,860	3,311	3,717	4,145	4,573
15	1,935	2,363	2,792	3,220	3,671	4,077	4,505	4,933
20	2,295	2,723	3,152	3,580	4,031	4,437	4,865	5,293
25	2,655	3,083	3,512	3,940	4,391	4,797	5,225	5,653
30	3,015	3,443	3,872	4,300	4,751	5,157	5,585	6,013
35	3,375	3,803	4,232	4,660	5,111	5,517	5,945	6,373
40	3,735	4,163	4,592	5,020	5,471	5,877	6,305	6,733
45	4,095	4,523	4,952	5,380	5,831	6,237	6,665	7,093
50	4,455	4,883	5,312	5,740	6,191	6,597	7,025	7,453
55	4,815	5,243	5,672	6,100	6,551	6,957	7,385	7,813
60	5,175	5,603	6,032	6,460	6,911	7,317	7,745	8,173
65	5,535	5,963	6,392	6,820	7,271	7,677	8,105	8,533
70	5,895	6,323	6,752	7,180	7,631	8,037	8,465	8,893
75	6,255	6,683	7,112	7,540	7,991	8,397	8,825	9,253
80	6,615	7,043	7,472	7,900	8,351	8,757	9,185	9,613
85	6,975	7,403	7,832	8,260	8,711	9,117	9,545	9,973
90	7,335	7,763	8,192	8,620	9,071	9,477	9,905	10,333

*For multi-year contracts, annual fee schedule will be provided to contractor as it becomes available.
**For families/household with more than 8 persons, add $5,140 for each additional person.

EXHIBIT C

STANDARD

INDEMNIFICATION

AND

INSURANCE PROVISIONS

EXHIBIT C
Indemnification and Insurance Requirements
(For contracts involving the care/supervision of children, seniors or vulnerable persons)

(Version 2022 04 01)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate.
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR 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. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriates to the CONTRACTOR'S profession, with limit 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 million per claim and $2 million 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 the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form 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, the CONTRACTOR'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 the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

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

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

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

EXHIBIT D

CERTIFICATION REGARDING LOBBYING

Attachment 1

State of California

Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Council on Alcoholism and Drug Abuse (CADA)	Scott Whiteley
Name of Contractor	Printed Name of Person Signing for Contractor
	DocuSigned by: Scott Whiteley A39778315E2546C...
Contract / Grant Number	Signature of Person Signing for Contractor
7/6/2023	Executive Director
Date	Title

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

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

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

Attachment 2

Approved by OMB
0348-0046

CERTIFICATION REGARDING LOBBYING

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

(See reverse for public burden disclosure)

1. Type of Federal Action: ☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application b. initial award c. post-award	3. Report Type: ☐ a. initial filing b. material change For Material Change Only: Year____ Quarter____ Date of last report _____

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier ___, if known: Congressional District If known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District If known:
6. Federal Department Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known: $
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first* name, *MI):*	b. Individuals Performing Services *(including address if different from 10a last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: Print Name: _____ Title: Telephone No.: Date:

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if itis, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (a) Enter the full names of the Individual(s) performing services, and include full address if different from 10.
    (b) Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

EXHIBIT E

PROGRAM GOALS, OUTCOMES AND MEASURES

EXHIBIT E ADP
PROGRAM GOALS, OUTCOMES AND MEASURES

Exhibit A-2 Early Intervention, Outpatient and Intensive Outpatient Services			
EI ASAM L 0.5 and OS ASAM L 1.0 - Youth			
Program Goals		**Outcomes**	**Measures**
Successful SUD treatment and recovery.	1	Youth initiated treatment	80%
	2	Youth immediately dropped out of treatment	<6%
	3	Youth engaged in treatment	75%
	4	Youth retained in treatment	45%
	5	Youth successfully completed treatment	50%
IOS ASAM L 2.1 - Youth			
Program Goals		**Outcomes**	**Measures**
Successful SUD treatment and recovery.	1	Youth initiated treatment	80%
	2	Youth immediately dropped out of treatment	<6%
	3	Youth engaged in treatment	60%
	4	Youth retained in treatment	30%
	5	Youth successfully completed treatment	35%
OS ASAM - L 1.0 - Adult			
Program Goals		**Outcomes**	**Measures**
Successful SUD treatment and recovery.	1	Adults initiated treatment	80%
	2	Adults immediately dropped out of treatment	<6%
	3	Adults engaged in treatment	75%
	4	Adults retained in treatment	45%
	5	Adults successfully completed treatment	50%
IOS ASAM - L 2.1 - Adult			
Program Goals		**Outcomes**	**Measures**
Successful SUD treatment and recovery.	1	Adults initiated treatment	80%
	2	Adults immediately dropped out of treatment	<6%
	3	Adults engaged in treatment	60%
	4	Adults retained in treatment	30%
	5	Adults successfully completed treatment	35%

Exhibit A- 2 Perinatal			
Program Goals		**Outcomes**	**Measures**
Successful SUD treatment and recovery	1	Unique client served	#
	2	Births	#
	3	Clients abstinence at discharge/drug free births	100%
	4	Clients successfully completed treatment	70%

Exhibit A-3 Contingency Management OS ASAM L 1.0 Adult			
Program Goals		**Outcomes**	**Measures**
Successful SUD treatment and recovery.	1	Adults initiated treatment	80%
	2	Adults immediately dropped out of treatment	<6%
	3	Adults engaged in treatment	75%
	4	Adults retained in treatment	45%
	5	Adults successfully completed treatment	50%
IOS ASAM - L 2.1 Adult			
Program Goals		**Outcomes**	**Measures**
Successful SUD treatment and recovery.	1	Adults initiated treatment	80%
	2	Adults immediately dropped out of treatment	<6%
	3	Adults engaged in treatment	60%
	4	Adults retained in treatment	30%
	5	Adults successfully completed treatment	35%

Exhibit A-4 Residential Treatment ASAM L 3.1 & L 3.5			
Program Goals		**Outcomes**	**Measures**
Successful SUD treatment and recovery.	1	Clients initiated treatment	80%
	2	Clients immediately dropped out of treatment	<2%
	3	Clients engaged in treatment	60%
	4	Clients primary drug abstinence at discharge	80%
	5	Clients transferred to treatment/lower level of care within 14 days	15%
Withdrawal Management ASAM L 3.2			
Program Goals		**Outcomes**	**Measures**
Successful SUD treatment and recovery.	1	Clients immediately dropped out of treatment	<4%
	2	Clients successfully completed treatment	50%
	3	Clients primary drug abstinence at discharge	100%
	4	Clients transferred to treatment/lower level of care within 14 days	30%
	5	Clients not readmitted to WM within 14 days	95%
	6	Clients not readmitted to WM within 30 days	75%

Changes to Exhibit E do not require a formal amendment to this Agreement but shall be agreed to in writing by the Contractor and the Director of the Department of Behavioral Wellness or designee and shall not alter the Maximum Contract Amount.

EXHIBIT E MHS
PROGRAM GOALS, OUTCOMES, AND MEASURES

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

Changes to Exhibit E do not require a formal amendment to this Agreement but shall be agreed to in writing by the Contractor and the Director of the Department of Behavioral Wellness or designee and shall not alter the Maximum Contract Amount.