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Attachment A – Crestwood Behavioral Health FY 2026-29 Board Contract

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Board Contract # _____

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

BETWEEN

COUNTY OF SANTA BARBARA

AND

CRESTWOOD BEHAVORIAL HEALTH, INC.

FOR

MENTAL HEALTH SERVICES

AND

TRAINING SERVICES

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STANDARD TERMS AND CONDITIONS

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AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and **Crestwood Behavioral Health, Inc.,** a Delaware corporation, with an address at 520 Capitol Mall, Suite 800, Sacramento, CA 95814-4716 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

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

1. DESIGNATED REPRESENTATIVE.

Director at phone number 805-681-5220 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Elena Mashkevich at phone number 916-764-5310 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:

Elena Mashkevich, Executive Director of Contracts
Crestwood Behavioral Health, Inc.
520 Capitol Mall, Suite 800

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Sacramento, CA 95814-4716
Fax: 916-471-2212

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 EXHIBITS A(s) and AA(s) attached hereto and incorporated herein by reference.

4. TERM.

CONTRACTOR shall commence performance on 07/01/2026 and end performance upon completion, but no later than 06/30/2029 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,

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CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE.

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

8. DEBARMENT AND SUSPENSION.

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended. CONTRACTOR shall also comply with the debarment and suspension provisions set forth in EXHIBIT AA General Provisions: ADP/MHS and EXHIBIT AA-1 General Provisions: DHCS State Performance Requirements, BHSA, and SUBG to this Agreement.

9. TAXES.

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by stateExhibit, 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.

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CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing. CONTRACTOR shall also comply with the conflict of interest provisions set forth in EXHIBIT AA General Provisions: ADP/MHS and EXHIBIT AA-1 General Provisions: DHCS State Performance Requirements, BHSA, and SUBG to this Agreement.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

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

Unless otherwise specified in 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.

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12. NO PUBLICITY OR ENDORSEMENT.

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

13. COUNTY PROPERTY AND INFORMATION.

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

14. RECORDS, AUDIT, AND REVIEW.

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

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

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CONTRACTOR shall also comply with the records, audit and review provisions set forth in EXHIBIT AA General Provisions: ADP/MHS and EXHIBIT AA-1 General Provisions: DHCS State Performance Requirements, BHSA, and SUBG to this Agreement.

15. INDEMNIFICATION AND INSURANCE.

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

16. NONDISCRIMINATION.

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara COUNTY Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance. CONTRACTOR shall also comply with the nondiscrimination provisions set forth in EXHIBIT AA General Provisions: ADP/MHS and EXHIBIT AA-1 General Provisions: DHCS State Performance Requirements, BHSA, and SUBG 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.

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

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

B. **By CONTRACTOR**. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B(s), CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within 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.

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20. SECTION HEADINGS.

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

21. SEVERABILITY.

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

22. REMEDIES NOT EXCLUSIVE.

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

23. TIME IS OF THE ESSENCE.

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

24. NO WAIVER OF DEFAULT.

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

25. ENTIRE AGREEMENT AND AMENDMENT.

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Any requests for

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changes to this Agreement by CONTRACTOR shall be in writing and submitted to COUNTY before April 1 of the fiscal year for which the change would be applicable. Requests for changes failing to meet these requirements will not be considered. Notwithstanding any other provision of this Agreement, immaterial changes (such as changes to the Designated Representatives or addresses for purposes of Notice) as well as changes to this Agreement specified in the Exhibits may be authorized by the Director of the Department of Behavioral Wellness or designee in writing. These changes shall apply without the need for an amendment of this Agreement executed by the parties. All other changes shall be made by an amendment of this Agreement in compliance with this Section.

26. SUCCESSORS AND ASSIGNS.

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

27. COMPLIANCE WITH LAW.

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

28. CALIFORNIA LAW AND JURISDICTION.

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

29. EXECUTION OF COUNTERPARTS.

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

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30. AUTHORITY.

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

31. SURVIVAL.

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

32. PRECEDENCE.

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

33. BUSINESS ASSOCIATE. (RESERVED)

THIS SECTION LEFT BLANK INTENTIONALLY.

SIGNATURE PAGE FOLLOWS.

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SIGNATURE PAGE

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SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Crestwood Behavioral Health, Inc.**

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

COUNTY OF SANTA BARBARA

By: Signed by: 9DD6B7A21FC646A... _____

BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date: 6/29/2026 | 10:37 AM PDT

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: Signed by: Sheila de la Guerra 0B03F3DDF9EE4AA... _____

Deputy Clerk

Date: 6/29/2026 | 10:48 AM PDT

CONTRACTOR:
CRESTWOOD BEHAVIORAL HEALTH, INC.

By: Signed by: Elena Mashkevich C2FCF433A5064D2... _____

Authorized Representative

Name: Elena Mashkevich

Title: Executive Director of Contracts

Date: 6/9/2026

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: Signed by: Bo Bae 48A252DEFFD3466... _____

Deputy County Counsel

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

By: Signed by: James Munro 02BA147EF6A84DE... _____

Deputy

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

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

Director

APPROVED AS TO FORM:
MARISA KAHN, RISK MANAGER,
RISK MANAGEMENT DEPARTMENT

By: Signed by: Marisa Kahn DF54F5C66F0C41A... _____

Risk Manager

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EXHIBIT A
STATEMENT OF WORK
MHS SERVICES

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

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

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

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EXHIBIT A-4 MHS
STATEMENT OF WORK:
CRISIS RESIDENTIAL TREATMENT PROGRAM
July 1, 2026 – June 30, 2028

Notwithstanding any other provision of this Agreement, CONTRACTOR shall commence performance under this Exhibit A-4 MHS (Crisis Residential Treatment Program July 1, 2026 – June 30, 2028) on July 1, 2026, and end performance no later than June 30, 2028, unless otherwise directed by COUNTY or unless earlier terminated.

1. **PROGRAM SUMMARY.** Crestwood Behavioral Health, Inc. (hereafter "CONTRACTOR" or "Crestwood") operates a crisis residential treatment program (hereafter "the Program") in the South region of Santa Barbara County and provides short-term crisis residential services. The Program provides traditional short-term crisis residential services and have a shorter length of stay (closer to 30 days). The Program will provide a therapeutic milieu with an emphasis on positive reinforcement and trauma-informed programming.

   The Program provides a voluntary, short-term safe place to land for individuals served experiencing a psychiatric crisis. Those we serve are greeted into a warm, homelike environment and we provide them with a variety of recovery-based tools such as Dialectical Behavior Therapy (DBT), Wellness Recovery Action Plans (WRAP) and Trauma-Informed Approaches to help them manage their symptoms and develop skills to live effectively in their communities. The COUNTY's Behavioral Wellness Clinical Treatment Team is comprised of people with lived experience, who are trained and certified peer providers, with a wide array of clinical expertise. Persons served are also encouraged to utilize our Dreamcatchers Empowerment Network program that provides pre-vocational job skills training.

2. **PROGRAM OBJECTIVES.** CONTRACTOR shall meet the following objectives:

   A. Maintain the member's residential placement at the lowest appropriate level and support successful transitions from Institutes for Mental Diseases (IMDs), Acute Care Facilities or other residential settings, and to lower levels of care when stabilized;

   B. Connect members to social services and community resources to support reintegration and help them achieve their highest possible level of functioning and wellness;

   C. Assist members with developing independent living, psychological, and social skills necessary for recovery and improved functioning using evidence-based approaches such as DBT;

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D. Provide around the clock (24/7) in-person care in a safe, secure, and structured residential setting to reduce acute psychiatric symptoms and help members regain emotional and behavioral control; and

E. Provide case management services to promote engagement in treatment, self-sufficiency, and continuity of care in a safe, secure, and behaviorally focused environment.

3. SERVICES.

The Program shall include the following services as further described in Section II Program Service Requirements of Exhibit AA General Provisions: ADP/MHS of this Agreement. This service includes the following service components as a part of a bundled rate with some services being separately billable as identified in the Exhibit B-3 MHS:

A. Assessment/Reassessment;

B. Collateral;

C. Crisis Intervention;

D. Intensive Care Coordination (ICC);

E. Medication Support Services;

F. Psychosocial Rehabilitation;

G. Targeted Case Management;

H. Therapy; and

I. Treatment Planning.

4. ADDITIONAL SERVICE REQUIREMENTS.

A. The Crisis Respite Residential House (as defined in Section 5.A.1) will be voluntarily accessed by members who are motivated to obtain help to recover from their current crisis situations and want to learn recovery skills and access community resources to prevent further crisis situations. Crisis Residential Treatment stays will be used as “transitional” experiences for members re-entering the community from higher levels of care, such as inpatient stays, and being discharged from inpatient psychiatric care as a way to reduce days hospitalized and reduce the potential for re-hospitalization.

B. Within a welcoming and positive, trauma-informed environment, intentionally designed and maintained to be such by the CONTRACTOR, services offered to program members include, but are not limited to:

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1. **Crisis Residential Treatment Services**. "Crisis Residential Treatment Service" means therapeutic or rehabilitative services provided in a non-institutional residential setting which provides a structured program as an alternative to hospitalization for beneficiaries experiencing an acute psychiatric episode or crisis who do not have medical complications requiring nursing care. The service includes a range of activities and services that support members in their efforts to restore, maintain, and apply interpersonal and independent living skills, and to access community support systems. The service is available 24 hours a day, seven days a week. Service activities may include but are not limited to assessment, treatment planning, therapy, rehabilitation, collateral, and crisis intervention, as defined in Title 9 of California Code of Regulations (C.C.R.) Section 1810.208.

2. Trained and certified Consumer and Family Member Peers (CFMP) will be employed to provide daily in-house program services to include:

   i. Support groups in daily living skill enhancement (e.g. cooking, laundry, shopping, using the bus, budgeting, socialization opportunities, building a stress management toolkit);

   ii. Assist connecting with community resources (e.g. local Recovery Learning Communities, housing options, Department of Social Services, Public Health, food banks, Goodwill, Department of Rehabilitation Vocational Services, services to meet unique multi-cultural needs, Alcoholics Anonymous/Narcotics Anonymous (AA/NA) meetings); and

   iii. Help with building ongoing personal support systems (e.g. peer support groups, involvement in a faith community, connections with family and/or friends, planning doctor visits, and how to talk to your other care providers).

3. The facility will be accessed by members recovering from a crisis situation or as a way to prevent crisis escalation. The facility will focus on individuals with complex needs such as those challenged to obtain permanent housing, and those in recovery from mental illness and co-occurring conditions, making sure to provide support that will avoid using the more restrictive settings in the care continuum.

5. OPERATIONS.

A. Licensure/Certification. At all times applicable to this Agreement, the Program shall be licensed as a Crisis Residential Treatment Facility by the California

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Department of Social Services Community Care Licensing Division (CCLD) and be Medi-Cal Site Certified through the Department of Health Care Services.

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

1. Crisis Respite Residential House (CRRH) – 66 S San Antonio Rd, Santa Barbara, CA 93110 (a COUNTY-owned building, hereafter "the Program Site").

C. **Lease and Facility Requirements.**

1. CONTRACTOR's right to enter upon and use the Program Site shall be governed by a lease agreement between COUNTY and CONTRACTOR (Folio No. 003049). The lease agreement is ancillary to this Agreement for Services of Independent CONTRACTOR and shall be independently executed and approved by CONTRACTOR and COUNTY. The lease agreement may be amended from time to time or earlier terminated.

2. If a lease agreement referenced above in Section 5.A.2 is terminated, COUNTY may terminate this Agreement per Section 19.A.1 (For Convenience) of this Agreement.

D. **Length of Stay.** CONTRACTOR shall anticipate that a member's length of stay will often be 30 days. If the CONTRACTOR determines that a member's length of stay needs to exceed 30 days, CONTRACTOR shall obtain authorization from COUNTY concurrently with the member's stay. If the COUNTY determines that a member's length of stay needs to exceed 30 days (up to 90 days) for purposes of treatment plan completion, successful appropriate referral, or other reasons, then the COUNTY will communicate this need to (and engage in discussion regarding appropriate medical necessity documentation with) the appropriate CONTRACTOR site supervisor.

E. **Hours of Operation and Staff Coverage.**

1. CONTRACTOR shall provide crisis respite and intervention services 24 hours per day, seven days per week, and 365 days per year to adults in crisis due to mental health or co-occurring substance abuse conditions for members placed at the Program as described in Section 7 (Referrals).

2. CONTRACTOR shall abide by CCLD staffing requirements for 24 hours per day, seven days per week coverage with on-call staff as necessary for emergency situations.

F. **Additional Operational Requirements.** Two beds will be prioritized for occupants using assistive devices who can independently evacuate.

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1. Authorized admissions for those over 65 years shall be prioritized up to maximum defined by licensing.

6. **MEMBERS.** CONTRACTOR shall provide ten crisis residential beds at the Program Site with services as described in Section 3 (Services) and Section 4 (Additional Service Requirements) to members who are present with subacute psychiatric symptoms and have the potential to be stabilized without hospitalization and are without medical complications requiring nursing care. These members may also have co-occurring substance abuse conditions.

7. **REFERRALS.**

A. **Admission Process**. CONTRACTOR shall:

1. Admit members as directed by COUNTY.

2. Accept admissions between the hours of 8:00 a.m. and 10:00 p.m., seven days per week and 365 days per year.

3. Referral source shall ensure members have a completed pre-placement appraisal information form (LIC 603), Physician's Report for Community Care (LIC 602), a functional Capability Assessment (LIC 9172), Appraisal Needs & Services Plan (LIC 625), documented Tuberculosis screening and conservator/guardian written approval (when applicable) prior to admission to the Program.

4. Provide daily status updates on bed availability and participate in daily crisis triage teleconference with COUNTY staff, in order to facilitate efficient use of resources and effective assignment of beds for members.

B. **Referral Packet.** Prior to admission, CONTRACTOR may have shared access to COUNTY's Behavioral Wellness Department's member medical record, and may access the record for each member referred and treated to review the following:

1. A copy of the facility's referral packet as required by licensure.

2. COUNTY staff will provide demographic information and relevant history to facilitate admission review that meets the requirements of the licensure of the facility.;

3. On a case-by-case basis, COUNTY may provide a copy of the most recent comprehensive assessment and/or assessment update, including intake and admission assessments and psychological assessment discharge plan;

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4. On a case-by-case basis, COUNTY may provide a copy of the most recent medication record Medi-Cal Eligibility Database Sheet (MEDS) and health questionnaire to include Tuberculosis (TB) screening.
5. It is CONTRACTOR's responsibility to verify continued Medi-Cal eligibility. Other documents as reasonably requested by CONTRACTOR or COUNTY.

8. AUTHORIZATION, ADMISSION, INTAKE, AND REAUTHORIZATION.

A. **Timely Access to Services.** In accordance with 42 Code of Federal Regulations (C.F.R.) section 438.206, 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 first service within 48 hours for referrals as outlined in *Department of Behavioral Wellness Policy and Procedure# 2.001 Network Adequacy Standards and Monitoring*.

B. CONTRACTOR and COUNTY understand that medical necessity for the stay at CRRH is established at the time of admission. A medical necessity structured and written review of individual cases will be collaboratively created if the member length of stay needs to be greater than 30 days.

C. CONTRACTOR shall not deny a member who meets medical necessity and who is authorized for and receiving Medication Assisted Treatment (MAT) for Residential Treatment Services.

9. EXCLUSION CRITERIA. On a case-by-case basis, members may be excluded from receiving services, subject to approval by the Behavioral Wellness Director or other designee in collaboration with CONTRACTOR. Members must be informed of exclusion from the Program in compliance with the ***Department of Behavioral Wellness' Policy and Procedures #4.010 Notices of Adverse Benefit Determination***. The following may be cause for member exclusion from the Program:

A. Member threatens or commits violence toward staff or other members;

B. Rude or disruptive behavior that cannot be redirected. Notwithstanding the foregoing, for members whose behavior is difficult to redirect but who have not engaged in overt acts of violence or threatened violence, such behavior shall not constitute grounds for exclusion. In such instances, the COUNTY's Behavioral Wellness Treatment Team shall meet with CONTRACTOR for a clinical decision;

C. Members with infectious disease, contagious conditions, substantial primary medical needs (restricted health conditions) as defined by CCLD, or have an extensive history of fire setting and those who are not classified as "ambulatory" will be excluded from the Program participation in accordance with licensing requirements.

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10. DOCUMENTATION REQUIREMENTS.

A. CONTRACTOR shall:

1. Participate fully in all applicable data collection and clinical and administrative activities.

2. Provide other data or reports as requested by COUNTY, as described in Exhibit AA General Provisions: ADP/MHS, Section III, Section 5.

3. Work with COUNTY's Behavioral Wellness staff to design a mechanism to regularly or automatically share satisfaction survey raw data with COUNTY.

4. Use SmartSheet/Xferral Referral Tracking System developed by COUNTY to track the following member data points:

i. All referrals/walk-ins, whether accepted or not;

ii. Referral source;

iii. Referral disposition, including reason(s) found ineligible for admission;

iv. Number of tele-psychiatric assessments;

v. Member injuries and other adverse incidents;

vi. Admission date and time and discharge date and time;

vii. Discharge destination/disposition; including number of members transferred back to the ED (emergency department); and

viii. Linkages made.

B. Complete and submit all Adverse Incident Reports, compliance, and quality assurance reporting and follow-up actions in accordance with COUNTY policies and procedures.

C. Notify COUNTY's Quality Care Management (QCM) of any changes in Head of Service and maintain qualified Head of Service per Mental Health Plan Policy to support Medi-Cal certification or recertification.

D. Notify COUNTY On-Call Crisis Team of any admissions denial and immediately route to COUNTY QCM for review.

E. Submit quarterly Utilization Review staff roster to COUNTY QCM for the purpose of Utilization Review and other reviews and audits.

F. Participate in all COUNTY contract monitoring meetings.

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G. Comply with Medi-Cal site certification visits at COUNTY-owned leased facility in accordance with COUNTY QCM policy on site certification of Provider Physical Plant, and complete all corrective actions in a timely manner.

H. Have representative staff attend COUNTY sponsored provider meetings and other work groups as established and scheduled.

I. Enter all services and billing into the COUNTY's electronic health record (EHR) SmartCare system.

11. DISCHARGES.

A. CONTRACTOR shall work closely with each member to establish a written discharge plan that is responsive to the member's needs and personal goals, and enter the discharge plan into the COUNTY electronic medical record. The discharge plan should show evidence of plan completion for each plan element, or an explanation of lack of completion.

B. CONTRACTOR and COUNTY shall collaborate in planning for discharge and transition;

C. The discharge plan shall be documented in the COUNTY's EHR SmartCare system;

D. Members and their families shall be involved as much as possible in the discharge and graduation process;

E. COUNTY shall receive a copy of the final discharge plan;

F. If a member goes absent without permission/absent without leave (AWOL), the CONTRACTOR will promptly inform the COUNTY, and discuss the further disposition of that member with COUNTY before making any decisions about discharging the member.

G. CONTRACTOR shall provide member drug testing, as described in Section 4 (Additional Services Requirements), and shall refer members to appropriate services.

H. Each member discharged from the facility shall have a discharge plan regardless of their length of stay. Discharge plans for very brief stays and/or for members who leave against medical advice (AMA) can be very brief.

12. NON-REIMBURSMENT. (RESERVED)

13. REPORTING AND MONITORING. (RESERVED)

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14. STAFFING.

A. **Crisis Residential Facility Staff.** CONTRACTOR shall adhere to the Program staffing requirements outlined below, and any additional staffing standards required by COUNTY for program operations.

B. State regulations for Certification of Social Rehabilitation Programs require the following staffing levels:

1. Scheduling of staff which provides for at least two staff members to be on duty 24 hours a day, seven days per week. If program design results in some members not being in the facility during specific hours of the day, scheduling adjustments may be made so that coverage is consistent with and related to the number and needs of members in the facility. During the night time hours, when members are sleeping, only one of the two on duty staff members need be awake, provided the Program does not accept admissions at that time. There shall be a staffing ratio of at least one full-time equivalent (FTE) direct service staff for each 1.6 members served. (9 C.C.R. § 531, subd. (a)(2).)

C. The staffing pattern required shall include at minimum:

1. **1 FTE Campus Administrator** who under the supervision of the Director of Operations will direct and coordinate all aspects of the overall Program, and ensures compliance with established policies and procedures of the overall Program and timely completion of respective reporting requirements.

2. **1 FTE Administrative Assistant/Business Office Manager** who under the supervision of the Campus Administrator oversees the Department and ensures compliance with established policies and procedures related to finance, human resources, labor and accounting principles.

3. **1 FTE Licensed Clinician** who under the supervision of the Campus Administrator collaborates with facility staff to ensure quality clinical policies, procedures and actions. Ensures all members receive the full spectrum of mental health services during the length of stay, and treatment based on objectives as identified in members' treatment plan.

4. **1.5 FTE Service Coordinator** who under the supervision of the Campus Administrator assesses members to identify individual problem areas necessitating treatment and complete assessments and coordinates the interdisciplinary team meetings and discharge planning efforts between the multidisciplinary treatment team; additionally, schedules and supervises the provision of the therapeutic milieu by monitoring and communicating with

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persons served, providing rehabilitation groups and assisting in crisis intervention.

5. **1 FTE Licensed Vocational Nurse (LVN)/Licensed Psychiatric Technician (LPT) Day** who under the supervision of Campus Administrator assesses members to identify the individual problem areas necessitating treatment, medication and supervision of medication administration and complete nursing assessments. Coordinates the nursing department of the interdisciplinary team meetings and discharge planning efforts between the multidisciplinary treatment team.

6. **1 FTE LVN/LPT Swing** who under the supervision Campus Administrator assesses members to identify the individual problem areas necessitating treatment, medication and supervision of medication administration and complete nursing assessments. Coordinates the nursing department of the interdisciplinary team meetings and discharge planning efforts between the multidisciplinary treatment team.

7. **8.4 FTE Recovery Coach/Peer Provider** who under the supervision of the Campus Administrator assists in the provision of the therapeutic milieu by monitoring and communicating with persons served, providing rehabilitation groups and assisting in crisis intervention.

15. PROGRAM GOALS, OUTCOMES, AND MEASURES.

A. CONTRACTOR shall comply with the program goals, outcomes and measures in Subsection B and comply with modifications to the program goals, outcomes, and measures that do not alter the maximum contract amount of this Agreement and are authorized by the Director of the Department of Behavioral Wellness or designee in writing pursuant to Section 25 (Entire Agreement and Amendment) of the Standard Terms and Conditions of this Agreement.

B. CONTRACTOR shall meet the Program goal of successful crisis residential treatment program services and the outcomes and measures as identified below:

Program Evaluation Crisis Residential Treatment Program		
Program Goals	**Outcomes**	**Goal**
Census Information	A. Unique Members Served	#
	B. Enrollments	#

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	C. New Enrollments	#
	D. Discharges	#
1. **Symptom Acuity**. Reduce mental health and substance abuse symptoms resulting in reduced utilization of involuntary care.	A. % Unique Members with Incarceration	≤5
	B. % Unique Members with Psychiatric Inpatient Hospitalization	≤10
	C. % Unique Members with Crisis Intervention	≤10
2. **Stabilization in Community**. Assist members in their mental health recovery process and with developing the skills necessary to lead healthy and productive lives in the community.	A. % Successful Discharges	≥85
	B. % Involuntary Discharges	≤5

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

1. **PROGRAM SUMMARY.** Crestwood Behavioral Health, Inc. (hereafter "CONTRACTOR" or "Crestwood") operates an intensive residential program (hereafter "the Program") which provides 24 hours, seven days per week mental health rehabilitation services, residential care and room and board, transitional residential care and room and board to adults (aged 18 and over) with Severe Mental Illness (SMI) who are at high risk for acute inpatient or long-term residential care, for up to a maximum of 18 months or longer as needed.

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

2. **PROGRAM OBJECTIVES.** CONTRACTOR shall meet the following objectives:

   A. Maintain members residential placement at the lowest appropriate level, and/or enable members to successfully move to a lower level of care;

   B. Connect members to social services and community resources;

   C. Assist members with developing independent living, psychological, and social skills necessary for recovery;

   D. Provide around the clock (24/7) in-person care;

   E. Provide integrated care to help members manage symptoms, strengthen life skills, and re-engage in their community;

   F. Facilitate a safe, secure, nurturing, and behaviorally focused environment for adults that supports the well-being and enhances the opportunity for the members to reach their maximum level of functioning; and

   G. Successfully engage and stabilize members transitioning from Institutions for Mental Disease (IMDs), Acute Care Facilities or other residential settings.

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3. SERVICES.

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

A. Assessment/Reassessment;

B. Collateral;

C. Crisis Intervention;

D. Psychosocial Rehabilitation;

E. Therapy; and

F. Treatment Planning.

4. ADDITIONAL SERVICE REQUIREMENTS.

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

1. Assisting members in developing and maintaining knowledge of medications skills in self administration of medication and compliance with medication treatment;

2. Accessing and using laundry facilities (both in-home and coin-operated facilities);

3. Maintaining clean and well-kept living quarters, this shall include assigning household chores to be completed weekly;

4. Practicing good personal hygiene including physical health, such as hygiene, prevention and management of medical condition(s);

5. Scheduling and keeping appointments; and

6. Learning and practicing psychosocial skills, such as effective interpersonal communication and conflict resolution.

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

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

1. Learning and developing healthy eating habits;

2. Learning to maintain a safe and sanitary kitchen; and

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3. Shopping for and preparing meals with the assistance of Program staff.

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

1. Providing structured direction so members learn how to engage in group activities that can provide meaningful social connections with others including peer support.
2. Group activities should include topics and events designed and implemented by peer support staff that have lived experience and/or are family members/care givers. As a member and family-driven program structure, focus for these activities should embody recovery, wellness, and resilience principles.
3. Providing structured direction so members learn how to engage in community activities to prepare for more independent living.
4. Assisting members to:
   - **i.** Identify, access and independently participate in social and/or recreational activities in the community with the goal of encouraging and promoting positive interaction with others, physical exercise and participating in health-related activities;
   - **ii.** Develop conversational skills; and
   - **iii.** Access activities that are cost-appropriate to the member's budget.
5. Instructing members how to access necessary services for routine, urgent, or emergency needs. CONTRACTOR shall assist members in learning how to access community services for on-going supports (i.e. alcohol and drug programs, outpatient mental health treatment services, routine medical services, etc.), CARES for psychological emergencies, and hospital emergency rooms for medical emergencies.
6. Assist members in developing skills to use natural supports for transportation and community recreational resources (e.g. YMCA, Adult Education, etc.) which afford members opportunities to practice the skills they are developing and/or learning.
7. CONTRACTOR shall provide family psychoeducational activities such as education to the family regarding mental illness, medications, and recognizing symptoms;

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8. CONTRACTOR shall provide work-related support services to help members who want to find and maintain employment in community-based job sites as well as educational supports to help members who wish to pursue the educational programs necessary for securing a desired vocation in accordance with the following:

    i. Program staff shall assist members in finding employment that is part- or full-time, temporary or permanent, based on the unique interests and needs of each member. As often as possible, however, employment should be in real life, independent integrated settings with competitive wages.

    ii. Services shall include, but not be limited to:

        a. Assessment of the effect of the member's mental illness on employment or educational learning, with identification of specific behaviors that interfere with the member's work or learning performance and development of interventions to reduce or eliminate those behaviors;

        b. Development of an ongoing supportive educational or employment rehabilitation plan to help each member establish the skills necessary to find and maintain a job or to remain in an educational setting;

        c. Individual supportive therapy to assist members to identify and cope with symptoms of mental illness that may interfere with work performance or learning; and

        d. Work-related supportive services, such as assistance with grooming or personal hygiene, securing of appropriate clothing, wake-up calls, transportation, etc.

E. **Support Services.** CONTRACTOR shall assist members to access needed community resources, including, but not limited to:

1. Medical and dental services (e.g. having and effectively using a personal physician and dentist);

2. Financial entitlements;

3. Social services; and

4. Legal advocacy and representation.

F. **Transportation.** CONTRACTOR shall provide transportation for Program members including:

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1. Transporting to and from behavioral health, medical, and dental appointments;

2. Assisting members to access needed community resources, through use of CONTRACTOR's vehicle, including, but not limited to:

   i. Medical and dental services (e.g. having and effectively using a personal physician and dentist).

G. Vocational Skills. CONTRACTOR shall assist members in improving and enhancing their vocational skills, such as:

1. Accessing and using public transportation;

2. Accessing and using public libraries; and

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

5. OPERATIONS.

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

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

1. Bakersfield Bridge House - 6744 Eucalyptus Drive, Bakersfield, CA 93306.

C. Hours of Operation and Staff Coverage.

1. CONTRACTOR shall provide 24 hours per day, seven days per week of psychiatric rehabilitation, residential care, and room and board for members placed at the Program as described in Section 7 (Referrals).

2. CONTRACTOR shall abide by CCLD staffing requirements for 24 hours per day, seven days per week coverage with on-call staff as necessary for emergency situations.

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

E. Additional Operational Requirements. Two beds will be prioritized for occupants using assistive devices who can independently evacuate.

1. Authorized admissions for those over 65 years shall be prioritized up to maximum defined by licensing.

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6. **MEMBERS.** CONTRACTOR shall be reimbursed through this Agreement for the provision of the services described in Section 3 (Services) and Section 4 (Additional Service Requirements) to a caseload of five COUNTY members at Crestwood – Bakersfield Bridge Program, or as otherwise approved by the Director of the Department of Behavioral Wellness or designee in writing.

   A. Priority of the population served will include individuals with SMI who are transitioning from or at risk of placement at Institutions for Mental Disease (IMDs), Acute Inpatient Facility settings, or other residential living settings.

   B. Priority should be given to members with long term psychiatric disabilities such as schizophrenia, other psychotic disorders and bipolar disorders.

   C. Program members should have symptoms that seriously impair their functioning in independent living community settings. Because of mental illness, the member has substantial disability and functional impairment as indicated by an assessment of Level 3 or 4 on the Level of Care and Recovery Inventory (LOCRI).

   D. COUNTY agrees that in the event individuals placed with CONTRACTOR are no longer conserved by COUNTY, CONTRACTOR will be notified as to the change of Conservator status.

   E. COUNTY agrees to continue case management responsibility for any member whose Santa Barbara County conservatorship terminates while at CONTRACTOR's facility. COUNTY further agrees to work towards avoiding a non-conserved member leaving CONTRACTOR's facility and becoming a Kern County permanent resident. All efforts will be made to relocate such a member to COUNTY for placement.

7. **REFERRALS**.

   A. <u>County Behavioral Wellness</u>. COUNTY's Behavioral Wellness Treatment Team or designee shall:

      1. Review open cases to determine those appropriate for placement; and
      2. Submit a referral packet, described herein in Section 7.C, and other available documentation necessary to evaluate the member's appropriateness for the Program to CONTRACTOR.

   B. <u>CONTRACTOR Shall</u>:

      1. Admit members seven days per week; and

      2. Admit and provide services to members referred by COUNTY's Behavioral Wellness Treatment Team or designee in order for those services to be reimbursed by COUNTY.

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

1. A copy of the facility's referral packet as required by licensure.

2. A member face sheet listing all of the COUNTY programs that the member has been admitted to over time, and is currently admitted to, including hospitalizations.

3. COUNTY staff will provide demographic information and relevant history to facilitate admission review that meets the requirements of the licensure of the facility.

4. On a case-by-case basis, COUNTY may provide a copy of the most recent comprehensive assessment and/or assessment update, including intake and admission assessments and psychological assessment discharge plan.

5. On a case-by-case basis, COUNTY may provide a copy of the most recent medication record Medi-Cal Eligibility Database Sheet (MEDS) and health questionnaire to include Tuberculosis (TB) screening.

i. It is CONTRACTOR's responsibility to verify continued Medi-Cal eligibility.

6. Other documents as reasonably requested by CONTRACTOR or COUNTY.

8. AUTHORIZATION, ADMISSION, INTAKE, AND REAUTHORIZATION.

A. CONTRACTOR shall receive a risk assessment within 24 hours of admission and will administer the risk assessment to member.

B. CONTRACTOR shall notify COUNTY that a program slot has been vacated as described in Section 11.B (CONTRACTOR's Responsibilities).

C. CONTRACTOR shall respond within 72 hours to acknowledge receipt of referral and within seven days for admission decisions to referrals from the date of receipt of the referral.

D. CONTRACTOR shall interview any member referred by COUNTY as described in Section 7 (Referrals) who meet Program admission under this Section 8 (Authorization, Admission, Intake, and Reauthorization) and shall admit members

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to CONTRACTOR's program unless compelling clinical circumstances exist that contraindicate admission, or if space is not available in the Program.

E. Referrals may also require CCLD approval if there is an exception needed for admission for residential treatment.

F. In the event a referral is not accepted per Section 9 (Exclusion Criteria), CONTRACTOR shall notify COUNTY of the reason for not accepting the referral.

9. EXCLUSION CRITERIA. On a case-by-case basis, members may be excluded from receiving services, subject to approval by COUNTY's Behavioral Wellness Treatment Team or designee in collaboration with CONTRACTOR. Members must be informed of exclusion from the Program in compliance with the ***Department of Behavioral Wellness' Policy and Procedures #4.010 Notices of Adverse Benefit Determination***. The following may be cause for member exclusion from the Program:

A. Member threatens or commits violence toward staff or other members;

B. Rude or disruptive behavior that cannot be redirected. Notwithstanding the foregoing, for members whose behavior is difficult to redirect but who have not engaged in overt acts of violence or threatened violence, such behavior shall not constitute grounds for exclusion. In such instances, the COUNTY's Behavioral Wellness Treatment Team shall meet with CONTRACTOR for a clinical decision;

C. Members with restricted health conditions as defined by Adult Residential Facilities policies, CCLD, or have a history of fire setting within the last five years and those who are not classified as "ambulatory" will be excluded from the Program participation in accordance with licensing requirements. Member's recent history (conviction or charges) within the past six months of violent crime or sexual predation; and

D. Member with Anti-Social Personality Disorder or at risk of self-harm, unless agreed upon by both parties.

10. DOCUMENTATION REQUIREMENTS.

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

1. Complete an MSP in collaboration with CONTRACTOR for each member receiving Program services in accordance with the **Behavioral Wellness Clinical Documentation Manual**.

2. Provide the revised MSP to CONTRACTOR's staff as MSPs are amended and updated.

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3. Verify the presence of a current, valid, active MSP and ensure that the services provided by CONTRACTOR are authorized by the MSP.

B. MSP and Action Plan. CONTRACTOR shall:

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

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

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

11. DISCHARGE. COUNTY's Behavioral Wellness Treatment Team shall work closely with each member and with the CONTRACTOR's Program staff to establish a written discharge plan that is responsive to the member's needs and personal goals.

A. COUNTY's Responsibilities.

1. COUNTY will be responsible for the arrangement placement of the member upon discharge.
2. COUNTY's Behavioral Wellness Treatment Team shall participate in the development of discharge plans, and shall provide assistance to members in completion of their plan.

B. CONTRACTOR's Responsibilities.

1. CONTRACTOR shall notify COUNTY immediately of any decision to discharge or evict.
2. CONTRACTOR shall provide regular updates and updates as requested by COUNTY regarding census, bed availability, and treatment progress.

C. CONTRACTOR and COUNTY shall collaborate in planning for discharge and transition. The discharge plan shall be documented in the COUNTY's electronic health record (EHR) SmartCare system.

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D. Members and their families shall be involved as much as possible in the discharge and graduation process.

E. Residential members may be discharged by CONTRACTOR according to CCLD requirements.

12. NON-REIMBURSMENT. (RESERVED)

13. REPORTING AND MONITORING. (RESERVED)

14. STAFFING.

A. Adult Residential Facility Staff. CONTRACTOR shall adhere to the Program staffing requirements under California Code of Regulations, Title 22, governing Adult Residential Facilities, and any additional staffing standards required by COUNTY for program operations.

B. Mental Health Staff. CONTRACTOR staff providing direct services to members shall be trained and skilled at and provided with the required supervision of service delivery in working with persons with serious mental illness (SMI) and shall adhere to professionally recognized evidence-based best practices for rehabilitation assessment, service planning, and service delivery. CONTRACTOR shall adhere to Program staffing requirements as set forth in the applicable Specialty Mental Health Service Table at MedCCC - Library.

15. PROGRAM GOALS, OUTCOMES, AND MEASURES.

A. CONTRACTOR shall comply with the program goals, outcomes and measures in Subsection B and comply with modifications to the program goals, outcomes, and measures that do not alter the maximum contract amount of this Agreement and are authorized by the Director of the Department of Behavioral Wellness or designee in writing pursuant to Section 25 (Entire Agreement and Amendment) of the Standard Terms and Conditions of this Agreement.

B. CONTRACTOR shall meet the Program goal of successful intensive residential program services and the outcomes and measures as identified below:

Program Evaluation **Adult Residential Facility Treatment Services**		
Program Goals	**Outcomes**	**Measures**
Census Information	A. Unique Members Served	**#**
	B. New Enrollments	**#**
	C. Discharges	**#**

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1. Reduce mental health and substance abuse symptoms resulting in reduced utilization of involuntary care and emergency rooms for mental health and physical health problems.	A. Incarcerations/Juvenile Hall	≤5%
	B. **Of those with an incarceration**, follow up after discharge from jail within 7 days	≥95
	C. Psychiatric Inpatient Admissions/Hospitalizations	≤10%
	D. **Of those with an inpatient admission**, follow up after discharge from inpatient within 7 days	≥95
	E. Crisis Services	≤10
2. Assist members in their mental health recovery process and with developing the skills necessary to lead independent, healthy and productive lives in the community.	A. Stable/Permanent Housing	N/A
	B. Engaged in Purposeful Activity	N/A
	C. **Of those who discharged (#dc = denominator):** % who transitioned to a lower level of care (or graduated/ discharged because care no longer needed or medical necessity not met)	≥85
	D. Incidents requiring a higher level of supervision	≤5%
	E. % members discharged by program against member choice (attach any information about evictions/terminations)	≤5
	F. Percent of members who “showed improvement” on the Milestones of Recovery (MORS)	N/A

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EXHIBIT A-6 MHS
STATEMENT OF WORK:
INSTITUTION FOR MENTAL DISEASE – MENTAL HEALTH REHABILITATION CENTER

1. **PROGRAM SUMMARY.** Crestwood Behavioral Health, Inc. (hereafter "CONTRACTOR" or "Crestwood") provides physician services, nursing, pharmaceutical services, dietary services, and an activity program, and rehabilitation services as applicable, in an inpatient setting, (hereafter, "the Program"), to Santa Barbara County residents with serious mental illness (SMI) and serious emotional disturbances (SED).

2. **PROGRAM OBJECTIVES.** CONTRACTOR shall meet the following objectives:

   A. Assist adults with serious mental illness to develop strategies for reducing mental health and substance use symptoms, resulting in reduced utilization of involuntary care and emergency rooms, increasing adaptive behaviors, and engaging in skill building;

   B. Provide a safe, secure, and behaviorally focused environment for adults with serious mental illness, which enhances the opportunity for the members to reach their maximum level of functioning;

   C. Support adults with serious mental illness in improving or restoring the social and functional skills necessary through housing support services that focus on housing retention, basic living skills, and transitioning to a less restrictive environment for successful living in the community; and

   D. Help members return to the best level of functioning and wellness that they can personally reach to achieve a higher quality of life through a variety of specialized treatments and care.

3. **SERVICES.**

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

   A. Medication Support Services;

   B. Psychosocial Rehabilitation;

   C. Targeted Case Management;

   D. Referral and Linkage;

   E. Therapy; and

   F. Treatment Planning.

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4. ADDITIONAL SERVICE REQUIREMENTS.

CONTRACTOR shall provide diagnosis, treatment, and care of members with mental diseases, including medical attention, nursing care, and related services, in one of the following program types:

A. **Mental Health Rehabilitation Center**. Mental Health Rehabilitation Center (MHRCs) are 24-hour programs, licensed by the California Department of Health Care Services, Mental Health Licensing Section, which provides intensive support and rehabilitation services designed to assist persons, 18 years or older, with mental disorders who would have been placed in a state hospital or another mental health facility to develop the skills to become self-sufficient and capable of increasing levels of independent functioning, as defined in Title 9 California Code of Regulations (C.C.R.) § 782.34. Services shall include physician, nursing, dietary, pharmaceutical services, a rehabilitation program and an activity program and shall adhere to the requirements specified in Title 9 C.C.R., Division 1, Chapter 3.5.

1. MHRC CARE CONTINUUM LEVEL 1 – 3. MHRCs may implement specific interventions with increasing levels of intensity to meet member's needs.

2. One on one (1:1) monitoring is required for a higher level of member supervision due to danger to self or other, but not meeting the level necessary for hospitalization. CONTRACTOR shall inform Behavioral Wellness Quality Care Management (QCM) within 24 hours by phone (805-681-5113) and in writing (**bwellqcm@sbcbwell.org**) of:

i. Initiation of one on one (1:1); and

ii. Any changes in one on one (1:1) status (increase, decrease, or discontinuation).

iii. Throughout the duration of the one on one (1:1) monitoring, notes shall be emailed to QCM daily.

B. Transportation of members to and from CONTRACTOR's facility will be provided or arranged by COUNTY for admission and discharge.

5. OPERATIONS.

A. **Licensure/Certification.** The Program shall be licensed as a Mental Health Rehabilitation Center (MHRC). The Program shall be classified as an Institution for Mental Disease (IMD), defined in Title 42, Code of Federal Regulations (CFR) 435.1010, as a hospital, nursing facility, or other institution of more than 16 beds,

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that is primarily engaged in providing diagnosis, treatment, or care of persons with mental diseases, including medical attention, nursing care, and related services.

B. **Location.** This list of Crestwood-operated MHRCs is not exhaustive. COUNTY may admit members to additional MHRC locations not listed below. The Program shall be located at the following location(s):

1. Crestwood Behavioral Health Center MHRC – 6700 Eucalyptus Drive Suite A, Bakersfield, CA 93306,

2. Crestwood Center Sacramento MHRC – 2600 Stockton Boulevard, Sacramento, CA 95817,

3. Crestwood Center San Jose – 1425 Fruitdale Avenue, San Jose, CA 95128,

4. Fallbrook Healing Center – 624 East Elder Avenue, Fallbrook, CA 92028.

C. **Hours of Operation and Staff Coverage.**

1. CONTRACTOR shall provide 24 hours per day, seven days per week of rehabilitation services for members placed at the Program as described in Section 7 (Referrals).

2. CONTRACTOR shall abide by Community Care Licensing Division ("CCLD") staffing requirements for coverage 24 hours a day, seven days per week with on-call staff as necessary for emergency situations.

D. **Additional Operational Requirements.** Crestwood shall continuously monitor members to ensure that members are being moved to a lower level of care as appropriate.

6. **MEMBERS.**

The services described in Section 3 (Services) and Section 4 (Additional Services Requirements) shall be provided to individuals with SMI or SED (hereafter "members") who are either:

A. Medi-Cal beneficiaries, as described in Title 22, CCR, Division 3, Subdivision 1, Chapter 2, Article 5, and Article 7. IMD Services provided by CONTRACTOR to Medi-Cal beneficiaries are covered by Medi-Cal, subject to the conditions in Title 9 CCR § 1840.312, as follows:

1. The beneficiary is 65 years of age or older, or

2. The beneficiary is under 21 years of age, or

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3. The beneficiary was receiving such services prior to the beneficiary's twenty-first birthday and the services are rendered without interruption until no longer required or the beneficiary's twenty-second birthday, whichever is earlier, or

4. Reimbursement for covered services to these Medi-Cal beneficiaries shall be provided to CONTRACTOR directly by the State's fiscal intermediary, as described in Exhibit B, or

5. Uninsured individuals, or Medi-Cal beneficiaries over the age of 21 and under 65, who are referred and authorized by Santa Barbara County to receive Program services. Reimbursement for these services will be the responsibility of the COUNTY, as described in Exhibit B(s).

C. To be eligible for MHRC services, the member must be considered seriously and persistently mentally disabled, who otherwise would be placed in a state hospital or other mental health facility, and for whom such a setting is the least restrictive alternative available to meet their needs, as specified in Title 9 CCR § 784.26.

7. REFERRALS.

A. Point of Authorization.

1. The designated Point of Authorization (POA) for COUNTY is:

   IMD Liaison
   Santa Barbara County Department of Behavioral Wellness
   300 N. San Antonio Rd, Bldg. 3
   Santa Barbara, CA 93110
   Telephone: 805-681-5372
   Fax: 805-681-5224

2. COUNTY's POA shall submit a referral packet, described herein in Section 7.C (Referral Packet), and other available documentation necessary to evaluate the member's appropriateness for the Program to CONTRACTOR, requesting admission for each prospective member.

B. Contractor shall:

1. Admit and provide services to members referred by COUNTY's POA in order for those services to be reimbursed by COUNTY.

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

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Portability and Accountability Act (HIPAA). The Referral Packet shall contain each of the following items:

1. A copy of the facility's referral packet as required by licensure.
2. COUNTY staff will provide demographic information and relevant history to facilitate admission review that meets the requirements of the licensure of the facility.
3. On a case-by-case basis, COUNTY may provide a copy of the most recent comprehensive assessment and/or assessment update, including intake and admission assessments and psychological assessment discharge plan.
4. On a case-by-case basis, COUNTY may provide a copy of the most recent medication record Medi-Cal Eligibility Database Sheet (MEDS) and health questionnaire to include Tuberculosis (TB) screening.
    i. It is CONTRACTOR's responsibility to verify continued Medi-Cal eligibility.
5. Other documents as reasonably requested by CONTRACTOR or COUNTY.

8. AUTHORIZATION, ADMISSION, INTAKE, AND REAUTHORIZATION.

A. CONTRACTOR shall receive a risk assessment within 24 hours of admission and will administer the risk assessment to member.

B. CONTRACTOR shall respond within 72 hours to acknowledge receipt of referral and within seven days for admission decisions to referrals from the date of receipt of the referral.

C. CONTRACTOR may interview any member referred by COUNTY as described in Section 7 (Referrals) who meet Program admission under this Section 8 (Authorization, Admission, Intake, and Reauthorization) and shall admit members to CONTRACTOR's program unless compelling clinical circumstances exist that contraindicate admission, or if space is not available in the Program.

D. In the event a referral is not accepted per Section 9 (Exclusion Criteria), CONTRACTOR shall notify COUNTY of the reason for not accepting the referral.

9. EXCLUSION CRITERIA. On a case-by-case basis, members may be excluded from receiving services, subject to approval by the COUNTY's POA or designee in collaboration with CONTRACTOR. Members must be informed of exclusion from the Program in compliance with the ***Department of Behavioral Wellness' Policy and Procedures #4.010 Notices of Adverse Benefit Determination***. The following may be cause for member exclusion from the Program:

A. Member threatens or commits violence toward staff or other members;

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B. Rude or disruptive behavior that cannot be redirected. Notwithstanding the foregoing, for members whose behavior is difficult to redirect but who have not engaged in overt acts of violence or threatened violence, such behavior shall not constitute grounds for exclusion. In such instances, the COUNTY's POA shall meet with CONTRACTOR for a clinical decision.

10. DOCUMENTATION REQUIREMENTS. CONTRACTOR shall complete the following documentation as specified below and provide the following documentation to COUNTY Behavioral Wellness within 48 hours of completion:

A. Admission Report.

1. For MHRCs, CONTRACTOR shall complete the following documents pursuant to Title 9 CCR § 786.11:

i. Upon a member's admission, CONTRACTOR shall complete an admission agreement, signed by the member or authorized representative, describing the services to be provided and the expectations and rights of the member regarding program rules, member empowerment and involvement in the program, and fees. The member shall receive a copy of the signed admission agreement;

ii. CONTRACTOR shall prepare an initial written assessment of each member within fifteen days of admission, unless a similar assessment has been done by the referring agency within thirty days prior to admission; and

iii. CONTRACTOR shall complete a comprehensive individual mental health evaluation, signed by a licensed mental health professional, within 30 days of admission.

B. Treatment Plan. CONTRACTOR shall complete a treatment plan, signed by a physician, for each member receiving Program services. The treatment plan shall include:

1. Member's strengths and personal recovery goals or recovery vision, which guides the service delivery process;

2. Goals/Objectives which clearly address the mental health condition for which the member is being treated;

3. Goals/Objectives which are observable and/or measurable and which are designed to increase specific skills or behaviors and/or ameliorate the impairments caused by the condition; and

4. Interventions planned to help the member reach their goals.

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C. **Medical Chart**. CONTRACTOR shall submit the member's medical chart to COUNTY within 72 hours, if requested by COUNTY. For an in-patient admission the medical chart is required to be submitted the same day. CONTRACTOR agrees that it shall be solely liable and responsible for all data and information submitted by CONTRACTOR.

11. **DISCHARGE.** COUNTY's Behavioral Wellness Treatment Team shall work closely with each member and with the CONTRACTOR's Program staff to establish a written discharge plan that is responsive to the member's needs and personal goals. COUNTY will be responsible for the arrangement placement of the member upon discharge.

A. CONTRACTOR shall coordinate discharge planning with COUNTY's designated staff.

B. CONTRACTOR shall notify COUNTY immediately of any decision to discharge or evict.

C. Prior to discharge, CONTRACTOR shall prepare a written discharge summary which shall include an outline of services provided, goals accomplished, reason and plan for discharge, and referral follow-up plans, as specified in Title 9 CCR § 786.15(f) (MHRC).

D. At least every four months, CONTRACTOR in conjunction with the COUNTY's POA or designee, shall reassess each member to determine the need for continued placement of the member in the CONTRACTOR's MHRC facility.

E. Upon discharge, CONTRACTOR agrees to provide all COUNTY members with:

1. A minimum of 14 days up to 30 days' supply depending on requirements of receiving facility and a prescription for a 30-day supply of all medications prescribed to member at time of discharge;

2. Information on the process of obtaining future medications from the appropriate health care facility or provider; and

3. Instructions on medication management.

12. **NON-REIMBURSEMENT. (RESERVED)**

13. **REPORTING AND MONITORING. (RESERVED)**

14. **STAFFING.**

A. **MHRC Staff**. CONTRACTOR shall adhere to the Program staffing requirements under California Code of Regulations, Title 9, governing Mental Health

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

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

1. Within 30 days of the date of hire, CONTRACTOR shall provide, to each Program staff, training relevant to working with high-risk mental health members.

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

15. PROGRAM GOALS, OUTCOMES, AND MEASURES.

A. CONTRACTOR shall comply with the program goals, outcomes and measures in Subsection B and comply with modifications to the program goals, outcomes, and measures that do not alter the maximum contract amount of this Agreement and are authorized by the Director of the Department of Behavioral Wellness or designee in writing pursuant to Section 25 (Entire Agreement and Amendment) of the Standard Terms and Conditions of this Agreement.

B. CONTRACTOR shall meet the Program goal of successful mental health rehabilitation services and the outcomes and measures as identified below:

Program Evaluation **Mental Health Rehabilitation Center**		
Program Goals	**Outcomes**	**Goal**
Census Information	A. Unique Members Served	#
	B. Enrollments	#
	C. New Enrollments	#
	D. Discharges	#
1. **Symptom Acuity**. Reduce mental health and substance abuse symptoms resulting in	A. % Unique Members with Incarceration	≤5
	B. % Unique Members with Psychiatric Inpatient Hospitalization	≤10

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reduced utilization of involuntary care.		
2. **Stabilization in Community**. Assist members in their mental health recovery process and with developing the skills necessary to lead healthy and productive lives in the community.	A. % Successful Discharges	≥85
	B. % Involuntary Discharges	≤5

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EXHIBIT A-7 MHS
STATEMENT OF WORK:
INSTITUTION FOR MENTAL DISEASE – SKILLED NURSING FACILITY

1. **PROGRAM SUMMARY.** Crestwood Behavioral Health, Inc. (hereafter "CONTRACTOR" or "Crestwood") provides physician services, nursing, pharmaceutical services, dietary services, and an activity program, and rehabilitation services as applicable, in an inpatient setting (hereafter, "the Program"), to Santa Barbara County residents with serious mental illness (SMI) and serious emotional disturbances (SED).

2. **PROGRAM OBJECTIVES.** CONTRACTOR shall meet the following objectives:

   A. Assist adults with serious mental illness to develop strategies for reducing mental health and substance use symptoms, resulting in reduced utilization of involuntary care and emergency rooms, increasing adaptive behaviors, and engaging in skill building;

   B. Provide a safe, secure, and behaviorally focused environment for adults with serious mental illness, which enhances the opportunity for the members to reach their maximum level of functioning;

   C. Provide a comfortable and therapeutic environment for delivering health care services including weekly coordination with the clinical team in a non-threatening milieu to ensure continuity of care which allows the individual to progress or maintain at their own level of comfort;

   D. Support adults with serious mental illness in improving or restoring the social and functional skills necessary through housing support services that focus on housing retention, basic living skills, and transitioning to a less restrictive environment for successful living in the community;

   E. Help members return to the best level of functioning and wellness that they can personally reach to achieve a higher quality of life through a variety of specialized treatments and care.

3. **SERVICES.** CONTRACTOR shall provide diagnosis, treatment, and care of members with mental diseases, including medical attention, nursing care, and related services, in one of the following program types:

   A. **Skilled Nursing Facility (SNF).** SNF means a health facility or a distinct part of a hospital which provides continuous skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. It provides 24-hour inpatient care and, as a minimum, includes

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physician, skilled nursing, dietary, pharmaceutical services and an activity program, as defined in Title 22 C.C.R. § 72103. Services shall adhere to the requirements specified in Title 22 C.C.R. Division 5, Chapter 3.

B. **Special Treatment Program (STP).** SNFs provide a STP serving members who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired. STP services are those therapeutic services, including prevocational preparation and prerelease planning, provided to mentally disordered persons having special needs in one or more of the following general areas: self-help skills, behavioral intervention training, interpersonal relationships, as defined in Title 22 C.C.R., §§ 72443 and 72445. Services shall adhere to the requirements specified in Title 22 C.C.R., Division 5, Chapter 3, §§ 72443-72475, except as required by law.

1. One on one (1:1) monitoring is a higher level of member supervision due to the member being a danger to self or others but not meeting the level necessary for hospitalization. CONTRACTOR shall inform Behavioral Wellness Quality Care Management (QCM) within 24 hours by phone (805-681-5113) and in writing (bwellqcm@sbcbwell.org) of:
2. Initiation of 1:1 monitoring and
3. Any changes in 1:1 monitoring status (increase, decrease, or discontinuation).
4. Throughout the duration of 1:1 monitoring, notes shall be emailed to QCM daily.

C. **SNF Service Levels**. CONTRACTOR shall offer increasingly enhanced services for members at higher acuity levels based on the Service Levels set forth below.

1. **LEVEL 3.** Basic service level 3 specified in Exhibit B-1-MHS offers the minimum amount of care required to comply with licensing requirements for SNFs.
2. **LEVEL 2.** Augmented service level 2 specified in Exhibit B-1-MHS offers a minimum amount of additional service on top of the basic service level 3 required.
3. **LEVEL 1.** Complex level 1 offers increasingly enhanced services for members at higher acuity levels, with Complex level 1 being the highest.

D. Transportation of members to and from CONTRACTOR's facility will be provided or arranged by COUNTY.

4. ADDITIONAL SERVICE REQUIREMENTS. (RESERVED)

5. OPERATIONS.

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A. Licensure/Certification. The Program shall be licensed as a Skilled Nursing Facility (SNF) with a Special Treatment Program (STP) certification. The Program shall be classified as an Institution for Mental Disease (IMD), defined in Title 42, Code of Federal Regulations (CFR) 435.1010, as a hospital, nursing facility, or other institution of more than 16 beds, that is primarily engaged in providing diagnosis, treatment, or care of persons with mental diseases, including medical attention, nursing care, and related services.

B. Location. This list of Crestwood-operated SNFs is not exhaustive. COUNTY may admit members to additional SNF locations not listed below. The Program shall be located at the following location(s):

1. Crestwood Manor - 1130 Monaco Court, Stockton, CA 95207,

2. Crestwood Manor - 1400 Celeste Drive, Modesto, CA 95355,

3. Crestwood Treatment Center - 2171 Mowry Avenue, Fremont, CA 94538,

4. Crestwood Manor – 4303 Stevenson Boulevard, Fremont, CA 94538,

5. Crestwood Wellness & Recovery Center – 3062 Chum Creek Road, Redding, CA 96002.

C. Hours of Operation and Staff Coverage.

1. CONTRACTOR shall provide 24 hours per day, seven days per week of skilled nursing facility services for members placed at the Program as described in Section 7 (Referrals).

2. CONTRACTOR shall abide by Community Care Licensing Division (CCLD) staffing requirements for coverage 24 hours a day, seven days per week with on-call staff as necessary for emergency situations.

6. MEMBERS.

The services described in Section 3 (Services) shall be provided to individuals with SMI or SED (hereafter "members") who are either:

A. Medi-Cal beneficiaries, as described in Title 22, CCR, Division 3, Subdivision 1, Chapter 2, Article 5, and Article 7. IMD Services provided by CONTRACTOR to Medi-Cal beneficiaries are covered by Medi-Cal, subject to the conditions in Title 9 CCR § 1840.312, as follows:

1. The beneficiary is 65 years of age or older, or

2. The beneficiary is under 21 years of age, or

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3. The beneficiary was receiving such services prior to the beneficiary's twenty-first birthday and the services are rendered without interruption until no longer required or the beneficiary's twenty-second birthday, whichever is earlier, or

4. Reimbursement for covered services to these Medi-Cal beneficiaries shall be provided to CONTRACTOR directly by the State's fiscal intermediary, as described in Exhibit B, or

5. Uninsured individuals, or Medi-Cal beneficiaries over the age of 21 and under 65, who are referred and authorized by Santa Barbara County to receive Program services. Reimbursement for these services will be the responsibility of the COUNTY, as described in Exhibit B.

B. To be eligible for SNF-STP Program services, the member's condition should be responsive to Program services and prohibitive to placement in a SNF, as specified in Title 22 C.C.R. § 72443.

7. REFERRALS.

A. **Point of authorization**.

1. The designated Point of Authorization (POA) for COUNTY is:

   IMD Liaison
   Santa Barbara County Department of Behavioral Wellness
   300 N. San Antonio Rd, Bldg. 3
   Santa Barbara, CA 93110
   Telephone: 805-681-5372
   Fax: 805-681-5224

2. COUNTY's POA shall submit a referral packet, described herein in Section 7.C, and other available documentation necessary to evaluate the member's appropriateness for the Program to CONTRACTOR, requesting admission for each prospective member.

B. **Contractor shall:**

1. Admit and provide services to members referred by COUNTY's POA in order for those services to be reimbursed by COUNTY.

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

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Portability and Accountability Act (HIPAA). The Referral Packet shall contain each of the following items:

1. A copy of the facility referral packet as required by licensure.
2. COUNTY staff will provide demographic information and relevant history to facilitate admission review that meets the requirements of the licensure of the facility.
3. On a case-by-case basis, COUNTY may provide a copy of the most recent comprehensive assessment and/or assessment update, including intake and admission assessments and psychological assessment discharge plan.
4. On a case-by-case basis, COUNTY may provide a copy of the most recent medication record Medi-Cal Eligibility Database Sheet (MEDS) and health questionnaire to include Tuberculosis (TB) screening.
    i. It is CONTRACTOR's responsibility to verify continued Medi-Cal eligibility.
5. Other documents as reasonably requested by CONTRACTOR or COUNTY.

8. **AUTHORIZATION, ADMISSION, INTAKE, AND REAUTHORIZATION.**

A. CONTRACTOR shall receive a risk assessment within 24 hours of admission and will administer the risk assessment to member.

B. CONTRACTOR shall respond to referrals within 72 hours to acknowledge receipt of referral and within seven days for admission decisions to referrals from the date of receipt of the referral.

B. CONTRACTOR may interview any member referred by COUNTY as described in Section 7 (Referrals) who meet Program admission under this Section 8 (Authorization, Admission, Intake, and Reauthorization) and shall admit members to CONTRACTOR's program unless compelling clinical circumstances exist that contraindicate admission, or if space is not available in the Program.

C. In the event a referral is not accepted per Section 9 (Exclusion Criteria), CONTRACTOR shall notify COUNTY of the reason for not accepting the referral.

9. **EXCLUSION CRITERIA.** On a case-by-case basis, members may be excluded from receiving services, subject to approval by the COUNTY's POA or other designee in collaboration with CONTRACTOR. Members must be informed of exclusion from the Program in compliance with the ***Department of Behavioral Wellness' Policy and Procedures #4.010 Notices of Adverse Benefit Determination***. The following may be cause for member exclusion from the Program:

A. Member threatens or commits violence toward staff or other members;

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B. Rude or disruptive behavior that cannot be redirected. Notwithstanding the foregoing, for members whose behavior is difficult to redirect but who have not engaged in overt acts of violence or threatened violence, such behavior shall not constitute grounds for exclusion. In such instances, the COUNTY's Behavioral Wellness Treatment Team shall meet with CONTRACTOR for a clinical decision; and

C. Member 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. CONTRACTOR shall complete the following documentation as specified below and provide the following documentation to COUNTY Behavioral Wellness within 48 hours of completion:

A. Admission Report.

1. For SNF programs, CONTRACTOR shall complete the following:

i. CONTRACTOR's physician shall complete a member evaluation including a written report of a physical examination within five days prior to admission or within 72 hours following admission, as described in Title 22 C.C.R. § 72303.

ii. CONTRACTOR's nursing staff shall complete an initial assessment commencing at the time of admission of the member and completed within seven days after admission, as described in Title 22 C.C.R. § 72311 and § 72471.

iii. CONTRACTOR's facility staff shall complete an initial evaluation and assessment of member's medical, nursing, dietetic, social, and physical needs within 15 days of admission unless an evaluation has been done by the referring agency within 30 days prior to admission to the facility, as described in Title 22 C.C.R. § 72451(b).

iv. Within 45 days of admission, each member admitted shall have a psychological evaluation and assessment by the appropriate discipline, as described in Title 22 C.C.R. § 72451(c).

B. Treatment Plan. CONTRACTOR shall complete a treatment plan, signed by a physician, for each member receiving Program services. The treatment plan shall include:

1. Member's strengths and personal recovery goals or recovery vision, which guides the service delivery process;

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2. Goals/Objectives which clearly address the mental health condition for which the member is being treated;

3. Goals/Objectives which are observable and/or measurable and which are designed to increase specific skills or behaviors and/or ameliorate the impairments caused by the condition; and

4. Interventions planned to help the member reach their goals.

C. **Medical Chart.** CONTRACTOR shall submit the member's medical chart to COUNTY within 72 hours, if requested by COUNTY. For an in-patient admission the medical chart is required to be submitted the same day. CONTRACTOR agrees that it shall be solely liable and responsible for all data and information submitted by CONTRACTOR.

11. DISCHARGE. COUNTY's POA shall work closely with each member and with the CONTRACTOR's Program staff to establish a written discharge plan that is responsive to the member's needs and personal goals. COUNTY will be responsible for the arrangement placement of the member upon discharge.

A. CONTRACTOR shall coordinate discharge planning with COUNTY's designated staff.

B. CONTRACTOR shall notify COUNTY immediately of any decision to discharge or evict.

C. Prior to discharge, CONTRACTOR shall prepare a written discharge summary which shall include an outline of services provided, goals accomplished, reason and plan for discharge, and referral follow-up plans, as specified in Title 22 C.C.R. 72451(d) (SNF).

D. Upon discharge, CONTRACTOR agrees to provide all COUNTY members with:

1. A minimum of 14 days up to 30 days' supply depending on requirements of receiving facility and a prescription for a 30-day supply of all medications prescribed to members at time of discharge;

2. Information on the process of obtaining future medications from the appropriate healthcare facility or provider; and

3. Instructions on medication management.

12. NON-REIMBURSEMENT. (RESERVED)

13. REPORTING AND MONITORING. (RESERVED)

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14. STAFFING.

A. SNF Staff. CONTRACTOR shall adhere to the Program staffing requirements under California Code of Regulations, Title 22, governing Skilled Nursing Facilities, and any additional staffing standards required by COUNTY for program operations.

B. Mental Health Staff. CONTRACTOR staff providing direct services to members shall be trained and skilled at and provided with the required supervision of service delivery in working with persons with SMI, and shall adhere to professionally recognized evidence-based best practices for rehabilitation assessment, service planning, and service delivery. CONTRACTOR shall adhere to Program staffing requirements as set forth in the applicable Specialty Mental Health Service Table at MedCCC - Library.

1. Within 30 days of the date of hire, CONTRACTOR shall provide, to each Program staff, training relevant to working with high-risk mental health members.

C. CONTRACTOR staff hired to work directly with members shall have competence and experience in working with member at high risk for acute inpatient or long-term residential care.

15. PROGRAM GOALS, OUTCOMES, AND MEASURES.

A. CONTRACTOR shall comply with the program goals, outcomes and measures in Subsection B and comply with modifications to the program goals, outcomes, and measures that do not alter the maximum contract amount of this Agreement and are authorized by the Director of the Department of Behavioral Wellness or designee in writing pursuant to Section 25 (Entire Agreement and Amendment) of the Standard Terms and Conditions of this Agreement.

B. CONTRACTOR shall meet the Program goal of successful skilled nursing facility services and the outcomes and measures as identified below:

Program Evaluation Skilled Nursing Facility		
Program Goals	**Outcomes**	**Goal**
Census Information	A. Unique Members Served	#
	B. Enrollments	#
	C. New Enrollments	#

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	D. Discharges	#
1. **Symptom Acuity**. Reduce mental health and substance abuse symptoms resulting in reduced utilization of involuntary care.	A. % Unique Members with Incarceration	≤5
	B. % Unique Members with Psychiatric Inpatient Hospitalization	≤10
2. **Stabilization in Community**. Assist members in their mental health recovery process and with developing the skills necessary to lead healthy and productive lives in the community.	A. % Successful Discharges	≥85
	B. % Involuntary Discharges	≤5

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EXHIBIT A-8 MHS
STATEMENT OF WORK:
CRESTWOOD RECOVERY AND RESILIENCE SOLUTIONS – TRAINING SERVICES

1. **PROGRAM SUMMARY.** Crestwood Behavioral Health, Inc. (hereafter "CONTRACTOR" or "Crestwood") will provide a competency-based learning experience for individuals who supervise and/or are members of Santa Barbara County Behavioral Wellness.

2. **PROGRAM OBJECTIVES.** CONTRACTOR shall meet the following objectives:

   A. Deliver competency-based training in recovery, resilience, and wellness solutions to members through learning activities, fun and meaningful skills-based educational experiences, and consultation services that help members have a better life.

   B. Facilitate collaborative learning through structured peer partnerships and dynamic role-play exercises, resulting in demonstrated improvement in communication and problem-solving skills for cooperative learning benefit.

   C. Support members through team-based learning exercises to optimize learning outcomes, develop collaborative skills necessary to optimal recovery, and improve teamwork and recovery-support skills.

3. **SERVICES. (RESERVED)**

4. **ADDITIONAL SERVICES REQUIREMENTS.** CONTRACTOR will provide the training and other services, funded with Workforce and Education and Training (WET) Behavioral Health Services Act funding, as outlined in the Crestwood Recovery Resilience Solutions (CRRS) proposal dated April 8, 2026, and attached as Exhibit A(s) Attachment 1.

5. **OPERATIONS.**

   A. Location. Details and any changes to location and specific dates/times will be coordinated between CONTRACTOR and COUNTY. The Program shall be located at the following location(s):

      1. Peer Employment Learning Center – 4085 Colts Way, San Diego, CA 92115.

   B. Time Frame. CONTRACTOR shall complete the trainings described in Exhibit A(s) Attachment 1 by no later than June 30, 2029.

6. **MEMBERS.** The services described in Section 4 (Additional Services Requirements) and in Exhibit A(s) Attachment 1 shall be provided to individuals who supervise and/or are members of Santa Barbara County Behavioral Wellness.

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7. REFERALLS. (RESERVED)

8. AUTHORIZATION, ADMISSION, INTAKE, AND REAUTHORIZATION. (RESERVED)

9. EXCLUSION CRITERIA. (RESERVED)

10. DOCUMENTATION REQUIREMENTS. (RESERVED)

11. DISCHARGE. (RESERVED)

12. NON-REIMBURSEMENT. (RESERVED)

13. REPORTING AND MONITORING. (RESERVED)

14. STAFFING. (RESERVED)

15. PRORGAM GOALS, OUTCOMES, AND MEASURES. (RESERVED)

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EXHIBIT A(S) – ATTACHMENT 1

CRESTWOOD RECOVERY RESILIENCE SOLUTIONS (CRRS) TRAINING SERVICES PROPOSAL

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ATTACHMENT 1
CRESTWOOD RECOVERY RESILIENCE SOLUTIONS
TRAINING SERVICES PROPOSAL

Crestwood Behavioral Health,

PROPOSAL FOR:

COUNTY of SANTA BARBARA
BEHAVIORAL WELLNESS

one COUNTY one FUTURE

Proposal Prepared By:

Crestwood Recovery and Resilience

Solutions (CRRS) Crestwood Behavioral

Health, Inc.

April 8, 2026

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Proposal Objective:

The objective of this proposal is to provide a competency-based learning experience for individuals that supervise and/or are members of Santa Barbara County Behavioral Wellness.

Crestwood Behavioral Health, Inc.:

Crestwood Recovery and Resilience Solutions (CRRS)

Vision:

We envision a world where all people are inspired and empowered to reach optimal recovery, resilience and wellness outcomes.

Mission:

To deliver recovery, resilience and wellness solutions to the people we serve, organizations and communities through learning and consultation services that help people have a better life.

Our work is geared to partnering with individuals searching for their path forward, with staff we employ, with individuals in our partnerships in recovery-based organizations, and members in all of our communities, so that we may provide learning opportunities, fun and meaningful competency- and skills-based educational experiences, dynamic and supportive engagement throughout our engagements with partners, and optimal outcomes for recovery and resilience – all of which lead to successful peer professional employment, overall staff retention, and enhanced service delivery teamwork.

CRRS Approach to Creating an Effective Learning Experience.

Our approach for the design and delivery of all training is based upon integration of adult learning principles and adult retention rates. To optimize participants' mastery of skills and competencies. This innovative instructional design is best described as a dynamic learning laboratory. The learners take center stage throughout the learning experience, applying all skills in a collaborative environment. The trainer assumes a facilitator and conductor role to organize the learning flow while engaging and coaching participants for high performance learning outcomes. The instructional content and delivery accommodates all sensory learning styles of visual, aural, kinesthetic, read/write and multi-modal. Adult learning elements included in the design and delivery are as follows:

- Assigned learning partners for cooperative learning benefit.
- Team based learning exercises to optimize learning outcomes and develop collaborative skills.
- Learning centered workbook that is skill centered and competency based, not academically oriented.
- Dynamic role-play exercises.
- Edu-dramas and skill-based skits.
- Colorful, animated PPTs with video and musical components to enhance learning.
- Energizing review games to boost skill retention.
- Competency exams.

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In this learning laboratory, participants are informed from the very beginning that they will be practicing all skills with each other during the entire classroom experience. Thus, all events within the classroom provide ample learning opportunities. Additionally, the facilitator will role model peer support principles and practices in the way he/she interacts with participants and delivers the learning.

The following training curricula may or may not be selected by your organization, based on the availability of funding or training priorities, as determined by your agency leadership. The list is comprehensive of the training curricula being offered, with no expectation that all of the training or each of the individual trainings will be calendared.

Leadership Support:

Course - Recovery Practices for Leaders - Peer Supervision (11.5 CEs)

Course Overview: This fun, dynamic, and experiential course provides leaders with 11.5 CEs (through NASW and BRN) to support the principles and practices for creating and sustaining a recovery and resilient-oriented service environment. Participants will gain hands-on experience on how to use several recovery and resilient leadership tools and strategies for leading and coaching peer support specialists as well every other professional staff member on their entire team through modeling and supporting robust Recovery practices. The workshop also provides leaders with an opportunity for a reflective personal and confidential staff inventory of their leadership style. The course prepares each leader to develop a professional vision statement, a Professional Resilient Employee Plan (PREP) and a Resilient Action Plan to implement recovery and resilient principles into their teams and resilient leadership practice. This course aligns with the foundational practices, skills, and professional expectations of Crestwood Recovery Resilient Solutions' *Peer Support Learning for the 21st Century*- a Medi-Cal Approved Peer Support Specialist Certification Training.

Recovery Practices for Leaders – Peer Supervision Learning Objectives:

Recovery Practices for Leaders - Peer Supervision
Learning Objectives
Demonstrate application of 5 Recovery Paths in Supervision
Demonstrate application of 5 Resilience Steps in Supervision
Demonstrate fluency in Recovery Language
Identify specific Strategies to Lead a Recovery Team including Peer Support Specialist staff
Review Your Confidential Staff Inventory (360) of Your Supervisory Practices
Demonstrate competency in using the Resilience Conversation
Demonstrate competency in using the Resilience Performance Wheel
Draft a Professional Vision Statement as a Recovery Leader
Develop a Profession Resilient Employee Plan

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Recovery Practices for Leaders – Peer Supervision Learning Table of Contents:

Recovery Practices for Leaders - Peer Supervision
Table of Contents
DAY ONE
Overview
Learning Objectives
Recovery is Real
D List and A List
Recovery Path of Hope
Guidelines for Recovery Language
Recovery Language Exercise
Recovery Path of Personal Power
Recovery Path of Recovery Relationships
Resentment versus Gratitude
Recovery Path of Recovery Culture
Non-Recovery Culture versus Recovery Culture
Map of Consciousness
OZ Principle of Accountability
Recovery Path of Meaning and Purpose
Organizational Recovery Temperature Survey
Jobs for Peer Support Specialists
Peer Support Specialists' List of *Do's* and *Avoids*
Peer Support Specialists' DNA
Shifting the Power in Conversations Grid
Person-Centered Planning
Solution Planner
Discharge Recovery Plan
Drafting a Professional Vision Statement.
DAY TWO
Definition of Resilience and 5 Resilience Paths
Self-Directed Resilience Plan
Five Characteristics of a Resilient Leader

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Resilient Leadership Skills Survey
Managing versus Resilient Leading
21 Ways to Inspire Change and Innovation
Six Reasons to Have Team Meetings
Seven Steps for Giving Resilient Feedback
Six Steps for Receiving Resilient Feedback
Resilience Conversation
Professional Resilience Employee Plan
Resilience Action Plan

Support For Cmpss:

Course - Recovery Practices for Ethics and Law for Peer Support (6 CEs)

Course Overview: This engaging six-hour dynamic, skill-based, and wholly interactive course will provide participants with an understanding of how the recovery movement and principles became the foundation for peer support ethical codes as well as many laws regulating behavior healthcare and psychiatric treatment. Participants will apply ethical decision making in various peer support service scenarios, including identifying responsibilities related to mandating reporting, LPS Act, California Child Abuse and Neglect Reporting Act Elder Abuse and Adult Civil Protection Act, HIPAA, Hi Tech Act, as well as the laws related to Fraud, Waste, and Abuse.

Recovery Practices for Ethics and Law for Peer Support
Learning Objectives
Describe the transformative impact of the Consumer Movement on the mental health system and legal system in the 1960's & 1970's.
List the impact of the 12 Principles of the Psychosocial Rehabilitation (PSR) on the recovery movement.
Identify how the Consumer Movement and PSR influenced the principles and practice of peer support service
List Peer Support Specialists' (PSS) 10 DNA elements
Describe how each of the 10 PSS DNA elements inform the PSS Code of Ethics,
Determine ethical decision making in various peer support scenarios.
List the 7 intentions of the Lanterman-Petris-Short (LPS) Act and Conservatorship.
Describe the purpose of the Health Insurance Portability and Accountability Act (HIPAA)
List and describe the five rules of HIPAA and relevance to peer support work.

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Describe Mandated Reporting and the responsibility of Peer Support Specialists.
Describe California Child Abuse and Neglect Reporting Act Elder Abuse (CANRA) and the responsibility of Peer Support Specialists.
Describe Elder Abuse and Dependent Adult Civil Protection ACT along with mandated reporting responsibilities of Peer Support Specialists.
Describe basic elements of Fraud, Waste and Abuse (FWA) laws
Determine mandated reporting responsibilities related to violations of rights, laws and ethics in various peer support service scenarios.
Draft a Recovery Principled Action Plan

Course - Recovery Practices for Organizations (6 CEs)

Course Overview: is 1-day workshop for organizational staff in programs with integrated peer support services. This curriculum synthesizes recovery skills and practices through the lens of leadership expecetations. It includes supportive leadership and accountability tools specifically tailored to the meet the needs of organizational leadership to collaborate on, set, manage, and coach staff to recovery culture expectations in the workspace. The outcomes will be replication and modeling if the skills and practices of recovery and resilience culture, which in turn will enhance team performance and morale, and improve the recovery outcomes for the individuals receiving services.

Topic	Activity
Welcome	Welcome, Intros. & Resilient Opener
Aha of Recovery	Chris shares his recovery story
Recovery Is Real	Reading, Discussion and Video
From D List to A List	Build the Lists Exercise
“Shape Up”	A fun “Diagnostic” Team Exercise
Five Recovery Paths	Class Discussion
Recovery Path - Hope	Video & Holding the Hope Team Exercise
Recovery Path - Hope	Video & Recovery Language Team Exercise
Recovery Path - Personal Power	Video & Character Strengths Exercise
Shifting the Power in Conversation	Class Discussion, Video, and Learning Partners’ Role Play
Power Vs Force	Team Exercise on Power Vs Force
Recovery Path – Recovery Relationships	Class Discussion and Team Exercise
Gratitude Versus Resentment	Class Reflection
Recovery Path – Recovery Culture	Team Exercise – Characteristics of the Resilient Team
Five Functions of a Great Team	Class Reflection
Six Reasons on the Importance of Team Meetings for Sustaining a Recovery & Resilient Culture	Class Reflection
Our Recovery Culture	OZ Principle Exercise & Class Discussion

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Recovery Culture and OZ	Map of Consciousness and the OZ Principle
Recovery Path- Meaning and Purpose	Class Discussion – Video & Reflective Exercise
Peer Support for a Recovery Oriented System	Class Discussion
Professional Vision Statement	Draft Vision Statement and Share

Course - *Supporting Family Resilience*- A CMPSS Specialization Training: Parent, Caregiver, Family Member Peers (32 CEs)

Course Overview: The "Supporting Family Resilience" course is a dynamic and engaging, skill-based, and highly interactive workshop for individuals providing specialized peer-to-peer family member and caregiver support services. Peer Support providers working in more generalized settings who would like to develop and enhance their professional skill sets will also find this experiential course to significantly add value to their practice. This 40-hour learning experience will prepare and equip participants with the latest generation of knowledge, skills, and tools for providing, promoting, and empowering family resilience. The dynamic course features lively class discussions, fun team exercises, videos, animated PowerPoints, music, role-play practice, and so much more. Participants can take this specialized CalMHSA approved Parent, Caregiver, and Family Member Peer Support Specialization Training workshop either onsite or online.

Table of Contents
Preface: Facing Our Giants
Chapter One: Laying the Road for Family Support Service
Who's Serving; Who's Being Served; Who Do those Being Served Serve?
Servant Leadership for the Servers
All Roads Lead to Discovery and Recovery
Erickson's Stages of Growth and Development
Parenting and Family Support that Promotes Growth through the Stages
SAMHSA's Ten Guiding Principles of Recovery
Five Paths to Discovery and Recovery
Stigma Blocks Recovery and Discovery
Getting Fluent in Discovery and Recovery Language
A Roadside Role Reflection
Chapter Two: Power Station Central - Resilience
Define resilience.
Describe the five resilience steps for character strengthening.
Assessing My Professional Resilience Strengths and Opportunities
Shifting the Power
Humility is the Utility & Mapping Out Power VS Force
Shifting the Power with the Peer Support Interaction

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A Resilient Role Reflection
Chapter Three: Professional Practices in Family Support Services
Cultural Humility & A Recovery Culture
Scope of Work
Ethics
Personal and Professional Boundaries
Policy and Laws
Facilitating Groups as a Professional Practice
A Professional Role Reflection
Chapter Four: Building Bounce Back Families
Family Resilience Building
Family Systems Theory & Identifying Barriers
Family Resilience Building & Tools
Family Resilience Action Plan
A Bounce Back Role Reflection
Chapter Five: Head and Heart for Holistic Wellness
Heading into the Heart of the Matter for Children & Stages of Change
Trauma Informed Care & Crisis and Safety Planning
Heads Up for Heart Matters: Burnout, Compassion, & Fatigue
Stages of Grief and Ways to Support
Eight Dimensions of Wellness (Self Care for the Server and the Served)
A Roadside Role Reflection on Heart Matters
Chapter Six: Our Navigation Vocation
Navigation without Participation?
Mapping Points for System Navigation
Solution Planning & Developing a Recharge Plan for System Navigation
A Navigator's Roadside Role Reflection
Chapter Seven: Transformational Advocacy
Change & Transformation
Overview of the Family & Peer Movement and the Advocacy Process
Resilience Story; Transformational Advocacy: The J-Curve & The OZ Principle
System Partner Relationship Building
Giving and Receiving Resilient Feedback
The Resilience Conversation
A Transformational Advocate's Role Reflection
Professional Vision Statement

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Course- *Recovery, Resilience, and Reintegration*- a CMPSS Specialization Training for Justice Involved Peers (32 CEs)

Recovery, Resilience & Reintegration is a CalMHSA Certified Medi-Cal Peer Support Specialist (CMPSS) approved Specialization training for Justice Involved Peers. This dynamic 40-hour, skill-based, and wholly interactive course will provide participants with an understanding of how to provide person-centered support to individuals with justice involvement experiences. Participants will apply advanced skills in various peer support service scenarios, understand how to work with and within the justice system, identify the best support for individuals at each step in the Sequential Intercept Model (SIM), explore guidelines for individual, professional, and system advocacy, apply ethical standards when providing support, understand the importance of individualized support using the Risk-Needs Responsibility Model, and practice a trauma-informed approach.

Learning Objectives
Practice and demonstrate peer support competencies to provide support to people with justice involvement experiences.
Demonstrate skills and practices for being a credible role model of recovery
Explain recovery and resilience from a justice-involved perspective
Practice empowering interactions and person-first language
Apply the skills required to build relationship and mutuality.
Describe the judicial system and how to navigate the flow of people as they move through the justice system.
Explain the function of the Sequential intercept Model (SIM)
Examine the role of Peer Support within each Intercept
Describe mental health considerations from legal and non-legal purviews
Explain the purpose of various Collaborative Court structures
Discuss policing and court systems on Native American lands
Identify and categorize resources available individuals with justice involvement experiences.
Use individual, professional, and systems advocacy within the justice system.
Explain the purpose of role modeling advocacy
List major individual rights and responsibilities
Practice, promote, and teach self-advocacy skills
Identify progress made and reforms needed in the justice system
Apply cultural humility to support marginalized groups in the justice system.
Practice cultural humility through empathic listening and perspective-taking
Describe the effects of discrimination, structural racism, and stigma in the justice system
Demonstrate peer support with marginalized groups
Recognize the value of culture matching
Describe key features of individualized trauma-informed support for people with justice

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involvement experiences.
Describe the relationship between childhood trauma, mental health and substance use conditions, and justice-involvement
Describe how peer support can support people with criminogenic needs
Explain the Risk-Needs- Response Model
Discover ways peer support can use resilience to heal from trauma
List ways to reduce secondary trauma
Explain the relationship between substance use, mental health, and justice-involvement
List the major concerns regarding substance use and reentry
Explain how a person might use recovery capital in their recovery
Describe ways to reduce stigma and shame associated with substance use
Demonstrate how to support someone who may be in the pre-contemplative stage and after return to use
List the models used to describe substance use conditions, harm reduction, and treatment
Reframe common questions about people's motivation to recover
Explore the foundation of peer support ethics with the 12 Principles of the Psychosocial Rehabilitation (PSR)
Describe the impact of employment on mutuality
Understand the difference between compassion fatigue and burnout
Describe ways to prevent compassion fatigue and burnout through empowerment
Demonstrate how to use at least three Wellness at Work tools
Explain the two types of role shifting and whiplash
Develop a written plan for personal self-care practices

Course- Recovery Responders: Providing Peer Support in Crisis Services (32 CEs)

This 40-hour dynamic, highly interactive, and skill-based learning experience will provide participants who work or desire to work in a recovery-oriented facility-based crisis center, a psychiatric hospital setting, or on a mobile crisis team. The targeted audience for the course are peer support specialists and clinicians who work in a crisis setting or as a crisis mobile team. For peer support specialists it provides how to do peer support in a crisis context and for clinicians, it helps them understand the value that their peer support colleagues bring to the team. For all participants, the course provides a recovery perspective and skills that are trauma informed, person-centered, resilience building, and strengths- based. It explores and describes recovery responses when working with people experiencing suicidal thoughts and feelings, having co-occurring conditions and various types of diagnostic experiences as well as other types of intense emotional situations and experiences. Participants will also a gain first- hand understanding of how to use 18 peer support tools for working with people in a crisis (recovery response) setting.

Learning Objectives:

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Define recovery.
List the five recovery paths.
List and describe the *Entry Ways* to a Crisis.
Describe the process of secondary trauma and ways of taking care of ourselves.
Identify signs of distress including thoughts and intentions of suicide.
Describe the suicide “peervention” approach.
Facilitate a segment of providing recovery services for people who are having thoughts and feelings about suicide.
Discuss and demonstrate prevention, de-escalation, and crisis resolution strategies.
Describe and demonstrate engagement strategies.
Review a resource navigation tool and process for community living.
Discuss person-centered, trauma informed, person, centered care
Participate in recovery response role-play practice for specific types of situations
Describe Discuss co-occurring disorders and recovery and options.
Discuss conflict resolution strategies.
Demonstrate 8 steps for reconciliation.
Discuss solution planning approaches.
Understand how to meet people where they are “at” in an active crisis.
Demonstrate how to share a resilience story.
Understanding mental health challeges /diagnostic experiences and how peer support can help
Understand co-occurring disorders and how peer support can help.
Discuss stages of change and harm reduction.
Discuss the recovery response to an Opioid drug overdose.
Discuss cultural humility in crisis services.
Describe Intersectionality and its impact on recovery response services.
Describe components of crisis post crisis and recovery planning.
List and give examples of the four stages of recovery capital.
Describe strategies to build resilience and perseverance with recovery response tools.
Describe how to support navigation of system and community resources.
List the common responses to trauma.
Describe how to provide peer support for persons involved with the mental health court.
List the immediate and long-term impacts of trauma.
Discuss ways to prevent burnout and compassion fatigue.
Develop a plan for workplace wellness.
Describe the do’s and don’t’s of peer support specialist.
Describe the 18 tools for peer support work in crisis (recovery response) services

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Cost Proposal

Course/Service:	Location:	Length of Course:	Number of Participants:	Target Audience	Continuing Education (CEs) through NASW and BRN	Cost:
Recovery Practices for Leaders – Peer Supervision	Onsite	2-days	Up to 30	Leadership / Supervisory staff	11.5	$3,972.00
Recovery Practices for Organizations	Online or Onsite	8 Hours (two 4-hour sessions, if online)	16 (online) Up to 30 (onsite)	Non-supervisory staff (not PSS)	6	$2,922.00
Recovery Practices in Ethic and Law for Peer Support	Online	6 hours (two 3-hour sessions, or three 2-hour sessions)	Up to 14	Peer Support Specialists — CMPSS	6	$2,810.00
CMPSS Specialization for Parent, Caregiver, Family Member Peers	Online	40 Hours (10 days of 4-hour sessions)	Up to 16	Peer Support Specialists — CMPSS	32	$500/person
CMPSS Specialization for Justice Involved Peers	Online	40 Hours (10 days of 4-hour sessions)	Up to 16	Peer Support Specialists — CMPSS	32	$500/person
Recovery Responders (application for CMPSS specialization pending)	Online	40 Hours (10 days of 4-hour sessions)	Up to 16	Peer Support Specialists — CMPSS	32	$500/person

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Anticipated Time Frame for Delivery of Trainings:

Not to exceed $15,000 for a three-year period of July 1, 2026 through June 30, 2029.

*Details and any changes to location and specific dates/times will be coordinated between Crestwood Recovery and Resilience Solutions (CRRS) and Santa Barbara County, Behavioral Wellness

For more information, please contact:

James Ritchie, Ph.D.,
CMPSS *Director of*
Operations Recovery
Resilience Solutions
Crestwood Behavioral Health, Inc.

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209.313.4511

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EXHIBIT AA
ADP AND MHS
GENERAL PROVISIONS

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EXHIBIT AA ADP/MHS
GENERAL PROVISIONS

The following provisions shall apply to all Alcohol and Drug Program and Mental Health Services programs operated under this Agreement for the provision of Drug Medi-Cal Organized Delivery System (DMC-ODS) and specialty mental health services (SMHS) to Medi-Cal members residing in Santa Barbara County or county of responsibility who meet the applicable access criteria, included as Exhibit(s) A-4 through A-7, unless separately and specially set forth in the this General Provision or scope of work specific to each program.

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

SECTION I. PERFORMANCE REQUIREMENTS

1. PERFORMANCE.

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

1. Contractor agrees to comply with the Special Terms and Conditions (STCs) of the DMC-ODS waiver, and by the Intergovernmental Agreement between the County Department of Behavioral Wellness (Department) and State Department of Healthcare Services (DHCS) for providing covered Drug Medi-Cal Organized Delivery System (DMC-ODS) services for Substance Use Disorder treatment, of the Intergovernmental Agreement to the extent Contractor provides DMC-ODS services under this Agreement.

2. Contractor agrees to comply with all applicable federal, state, and local laws including federal and state laws pertaining to member rights, applicable sections of California's Medicaid State Plan (State Plan), applicable federal waivers, and applicable DHCS Behavioral Health Information Notices

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(BHIN(s)) in its provision of services as a subcontractor or contracted provider of County as an integrated county behavioral health plan.

3. Contractor agrees to perform all applicable delegated activities and obligations including services and reporting responsibilities in compliance with County's obligations under the Integrated Intergovernmental Agreement.

4. Contractor agrees to comply with any changes to these statutes and regulations, State Plan, federal waivers, or BHINs or any amendments to the Integrated Intergovernmental Agreement that occur during the Term of this Agreement. Contractor shall also comply with any newly applicable statute, regulation, State Plan Amendment, federal waiver, and BHIN that become effective during the Term of this Agreement. These obligations shall apply without the need for an amendment(s) of this Agreement. If the parties amend the affected provisions of this Agreement to conform to the changes in law or the Integrated Intergovernmental Agreement, the amendment shall be retroactive to the effective date of such changes in law or the Integrated Intergovernmental Agreement.

5. To the extent there is a conflict between a provision of this Agreement and any federal, state, or local statute or regulation, State Plan, federal waiver, or BHIN or provision of the Integrated Intergovernmental Agreement, Contractor shall comply with the federal, state, or local statute or regulation, State Plan, federal waiver, or BHIN or provision of the Integrated Intergovernmental Agreement, and the conflicting provision of this Agreement shall no longer be in effect.

6. Contractors shall comply with:

   i. All applicable Behavioral Health Services Act laws, regulations, BHINs, policy letters, and guidance; and

   ii. The Santa Barbara County Mental Health Services Act Steering Committee Mission Statement, available at **Mental Health Services Act Steering Committee Santa Barbara County, CA - Official Website**

B. Contractor shall comply with the following as applicable:

1. All Medicaid laws, regulations including sub-regulatory guidance, and contract provisions;

2. 42 Code of Federal Regulations (C.F.R.) part 438 as applicable;

3. 42 C.F.R. section 438.900 et seq. regarding parity in mental health and substance use disorder benefits;

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4. 42 Code of Federal Regulations (C.F.R.) part 2, regarding confidentiality of substance use disorders patient records;

5. All laws and regulations relating to patients' rights including Welfare and Institutions Code (Welf. & Inst. Code) section 5325, 9 California Code of Regulations (Cal. Code Regs.) sections 862 through 868, and 42 Code of Federal Regulations section 438.100; and

6. All existing policy letters issued by DHCS. All policy letters issued by DHCS subsequent to the effective date of this Agreement shall provide clarification of Contractor's obligations pursuant to this Agreement.

C. Alcohol and Drug Programs. (Reserved)

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

E. Substance Use Block Grant Requirements. (Reserved)

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

SECTION II. PROGRAM SERVICE REQUIREMENTS

1. SERVICES.

A. Alcohol and Drug Program Services. (Reserved)

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

1. **Assessment/Reassessment.** "Assessment" means a service activity designed to collect information and evaluate the current status of a member's mental, emotional, or behavioral health to determine whether Rehabilitative Mental Health Services are medically necessary and to recommend or update a course of treatment for that member. Assessments shall be conducted and

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documented in accordance with applicable state and federal statutes, regulations, and standards. (State Plan, Supplement 3 to Attachment 3.1-A, page 1 [TN 22-0023].)

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

   a. Contractor shall complete the IP-CANS for each member age zero and up to 20 years, and the ANSA for each member age 21 years or older.

   b. The IP-CANS and ANSA shall be administered by a certified provider and through a collaborative process involving at minimum the member and caregiver (as applicable).

   c. The IP-CANS and ANSA shall be completed at intake, every six months after the first administration, and at discharge.

   d. The IP-CANS and ANSA shall reflect member improvement in three or more of the following domains: functioning, school, behavioral/emotional, strength behavior, risk behavior, and caregiver needs and strengths (the last of which is applicable to IP-CANS only).

   e. For members involved with child-services agencies, including Santa Barbara County Child Welfare Services and Probation, Contractor shall provide a copy of the IP-CANS to the child-serving agencies upon completion of each IP-CANS with a valid, written authorization or release of information.

ii. **Pediatric Symptom Checklist.** The Pediatric Symptom Checklist (PSC-35) is a psychosocial screening tool designed to facilitate the recognition of cognitive, emotional, and behavioral problems so that appropriate interventions can be initiated as early as possible.

   a. Contractor shall require a parent or caregiver to complete the PSC-35 for their children, age three years and up to 18 years.

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b. The PSC-35 shall be completed at intake, every six months following the first administration, and at discharge.

2. **Collateral.** "Collateral" means a service activity to a significant support person(s) in a member's life for the purpose of meeting the needs of the member in terms of achieving the goals of the member's plan. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the member, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The member may or may not be present for this service activity. (Cal. Code of Regs., tit. 9, § 1810.206.)

   i. **Significant Support Person.** "Significant support person" means a person(s), in the opinion of the member or the person providing services, who has or could have a significant role in the successful outcome of treatment including, but not limited to, the parents or legal guardian of a member who is a minor, the legal representative of a member who is not a minor, a person living in the same household as the member, the member's spouse, and relatives of the member. (Cal. Code of Regs., tit., § 1810.246.1.)

3. **Crisis Intervention.** "Crisis Intervention" is an unplanned, expedited service to or on behalf of a member to address a condition that requires more timely response than a regularly scheduled visit. Crisis intervention is an emergency response service enabling a member to cope with a crisis, while assisting the member in regaining their status as a functioning community member. The goal of crisis intervention is to stabilize an immediate crisis within a community or clinical treatment setting. It may include contact with significant support person(s) or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, therapy, and referral and linkages. Crisis Intervention services may either be face-to-face or by telephone or telehealth and may be provided in a clinic setting or anywhere in the community. (State Plan, Supplement 3 to Attachment 3.1-A, page 2d [TN 22-0023].)

4. **Intensive Care Coordination (ICC).** "Intensive Care Coordination (ICC)" is a targeted case management service that facilitates assessment of care planning for and coordination of services to members under the age of 21 years who are eligible for the full scope of Medi-Cal services and who meet

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medical criteria to access specialty mental health services. ICC service components include: assessing; service planning and implementation; monitoring and adapting; and transition. ICC services are provided through the principles of the Integrated Core Practice Model, including the establishment of the Child and Family Team (CFT), to ensure facilitation of a collaborative relationship among a child, their family, and involved child-serving systems. The CFT is comprised of, as appropriate, both formal supports, such as the care coordinator, providers, case managers from child-serving agencies, and natural supports, such as family members, neighbors, friends, and clergy and all ancillary individuals who work together to develop and implement the member plan and are responsible for supporting the child and family in attaining their goals. ICC also provides an ICC coordinator who:

i. Ensures that medically necessary services are accessed, coordinated, and delivered in a strength-based, individualized, family/child driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the child;

ii. Facilitates a collaborative relationship among the child, their family, and systems involved in providing services to the child;

iii. Supports the parent/caregiver in meeting their child's needs;

iv. Helps establish the CFT and provides ongoing support; and

v. Organizes and matches care across providers and child-serving systems to allow the child to be served in their community.

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

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scope of Medi-Cal services and who meet the access criteria for specialty mental health services.

6. **Medication Support Services.** "Medication Support Services" include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. This service includes one or more of the following service components: evaluation of the need for medication; evaluation of clinical effectiveness and side effects; medication education including instruction in the use, risks, and benefits of and alternatives for medication; and treatment planning. Medication support services may include contact with significant support person(s) or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service may also include assessing the appropriateness of reducing medication usage when clinically indicated. Medication support services may be provided face-to-face, by telephone, or by telehealth and may be provided anywhere in the community. Medication support services may be delivered as a standalone service or as a component of crisis stabilization.

7. **Peer Support Services.** "Peer Support Services" are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower members through strength-based coaching, support linkages to community resources, and to educate members and their families about their conditions and the process of recovery.

    i. Peer support services may be provided with the member or significant support person(s) and may be provided in a clinical or non-clinical setting.

    ii. Peer support services can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals.

    iii. Peer support services are based on an approved plan of care and may be delivered as a standalone service.

    iv. Peer support services include one or more of the following service components:

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

b. Engagement, which means Peer Support Specialist led activities and coaching to encourage and support members to participate in behavioral health treatment. Engagement may include supporting members in their transitions and supporting members in developing their own recovery goals and processes.

c. Therapeutic Activity, which means structured non-clinical activity provided by a Peer Support Specialist to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the member's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the member; promotion of self-advocacy; resource navigation; and collaboration with the members and others providing care or support to the member, family members, or significant support person(s). (State Plan, Supplement 3 to Attachment 3.1-A, page 2 [TN 22-0023].)

v. Peer Support Services may be provided face-to-face, by telephone, or by telehealth with the member or significant support person(s) and may be provided anywhere in the community.

8. **Psychosocial Rehabilitation.** "Psychosocial Rehabilitation" means a recovery or resiliency focused service activity which addresses a mental health need. This service activity provides assistance in restoring, improving, and/or preserving a member's functional, social, communication, or daily living skills to enhance self-sufficiency or self-regulation in multiple life domains relevant to the developmental age and needs of the member. Psychosocial rehabilitation includes assisting members to develop coping skills by using a group process to provide peer interaction and feedback in developing problem-solving strategies. In addition, psychosocial rehabilitation includes therapeutic interventions that utilize self-expression such as art, recreation, dance or music as a modality to develop or enhance

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skills. These interventions assist the member in attaining or restoring skills which enhance community functioning including problem solving, organization of thoughts and materials, and verbalization of ideas and feelings. Psychosocial rehabilitation also includes support resources, and/or medication education. Psychosocial rehabilitation may be provided to a member or a group of members. (State Plan, Supplement 3 to Attachment 3.1-A, page 2a [TN 22- 0023].)

9. **Targeted Case Management.** "Targeted case management" is a service that assists a member in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure member access to services and the service delivery system; monitoring of the member's progress, placement services, and plan development. Targeted case management services may be face-to-face or by telephone with the member or significant support person(s) and may be provided anywhere in the community. Additionally, services may be provided by any person determined by the specialty mental health services program to be qualified to provide the service, consistent with the scope of practice and state law.

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

11. **Therapy.** "Therapy" means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction and restoration of functioning as a means to improve coping and adaptation and reduce functional impairments. Therapeutic intervention includes the application of cognitive, affective, and verbal or nonverbal strategies based on the principles of development, wellness, adjustment to impairment, recovery, and resiliency to assist a member in acquiring greater personal, interpersonal, and community functioning or to modify feelings, thought processes, conditions, attitudes, or behaviors which are emotionally, intellectually, or socially ineffective. These interventions and techniques are specifically implemented in the context of a professional clinical relationship. Therapy may be delivered to a member or

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group of members and may include family therapy directed at improving the member's functioning and at which the member is present. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

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

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

2. ADDITIONAL PROGRAM REQUIREMENTS.

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

B. Timely Access to Services.

1. Contractor shall meet State standards for timely access to care and services, taking into account the urgency of the need for services.

2. Contractor shall make services included in this Agreement available 24 hours a day, 7 days a week, when medically necessary.

3. Contractor shall have policies and procedures in place to screen for emergency medical conditions and immediately refer members to emergency medical care.

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

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

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

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

G. **Parity in Mental Health & Substance Use Disorder Benefits (42 C.F.R. § 438.900 et seq.)** To ensure compliance with the parity requirements set forth in 42 C.F.R. § 438.900 et seq., Contractor shall not impose, or allow its subcontractors, if any, to impose any financial requirements, Quantitative Treatment Limitations, or Non-Quantitative Treatment Limitations in any classification of benefit (inpatient, outpatient, emergency care, or prescription drugs) other than those limitations permitted and outlined in the Intergovernmental Agreement, Contract Number 24-40145.

H. **Member Satisfaction Surveys.** Contractor shall, assist the County in administering, announcing and collecting the member satisfaction surveys to members receiving services. The Member Satisfaction Survey (CPS) is for MHS programs, and the Treatment Perception Survey (TPS) is for alcohol and drug program members. It is administered to both youth (ages 12 to 17) and adults (ages 18 and older).

I. **Member Handbook.** Contractor shall provide the County of Santa Barbara Member Handbook to each potential member and member in an approved method listed in the ***Department of Behavioral Wellness' Policy and Procedures #4.008 Member Informing Materials*** when first receiving Alcohol and Drug Services DMC-ODS treatment services or Specialty Mental Health Services and upon request or upon request within five business days, and shall inform all members of where the information is placed on the County website in electronic form. Contractor shall document the date and method of delivery to the member in the member's file. Contractor shall inform member that

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information is available in alternate formats and how to access those formats. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26, attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360, subd. (e); 42 C.F.R. § 438.10.)

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

K. Effective Communication with Individuals with Disabilities.

1. Contractor shall comply with all applicable federal, state, and local disability laws and requirements including, but not limited to, 28 Code of Federal Regulations section 35.160 et seq. and California Department of Health Care Services BHIN 24-007 and take appropriate steps to ensure effective communication with individuals with disabilities.

2. Contractor shall provide appropriate auxiliary aids and services to persons with impaired sensory, manual, or speaking skills, including the provision of qualified interpreters and written materials in alternative formats, free of charge and in a timely manner, when such aids and services are necessary to ensure that individuals with disabilities have an equal opportunity to participate in or enjoy the benefits of Contractor's covered services, programs, and activities.

3. Contractor shall provide interpretive services and make member information available in the following alternative formats: Braille, audio format, large print (no less than 20-point font), and accessible electronic format (such as a data CD). In determining what types of auxiliary aids and services are necessary, Contractor shall give "primary consideration" to the individual's request of a particular auxiliary aid or service.

4. Contractor shall provide auxiliary aids and services including:

i. Qualified interpreters on-site or through VRI services; note takers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing

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aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunication products and systems, text telephones (TTYs), videophones, captioned telephones, or equally effective telecommunications devices; videotext displays; accessible information and communication technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing.

ii. Qualified Readers; taped texts; audio recordings; Braille materials and displays; screen reader software; magnification software; optical readers; secondary auditory programs; large print materials (no less than 20-point font); accessible information and communication technology; or other effective methods of making visually delivered materials available to individuals who are blind or have low vision.

5. When providing interpretive services, Contractor shall use qualified interpreters to interpret for a member with a disability, whether through a remote interpreting service or an on-site appearance. A qualified interpreter for a member with a disability is an interpreter who:

i. Adheres to generally accepted interpreter ethics principals including member confidentiality; and

ii. Is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary, terminology, and phraseology. For a member with a disability, qualified interpreters can include, for example, sign language interpreters, oral transliterators (individuals who represent or spell in the characters of another alphabet), and cued language transliterators (individuals who represent or spell by using a small number of handshapes).

6. If Contractor provides a qualified interpreter for a member with a disability through VRI services, Contractor shall provide real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication; a sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating member's face, arms, hands, and fingers, regardless of body position; a clear, audible transmission of voices; and adequate training to users of the technology and

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other involved individuals so that they may quickly and efficiently set up and operate the VRI.

7. Contractor shall not require a member with a disability to provide their own interpreter. Contractor is also prohibited from relying on an adult or minor child accompanying a member with a disability to interpret or facilitate communication except when:
    i. There is an emergency involving an imminent threat to the safety or welfare of the member or the public and a qualified interpreter is not immediately available; or
    ii. The member with a disability specifically requests that an accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide that assistance, and reliance on that accompanying adult for that assistance is appropriate under the circumstances.
    iii. Prior to using a family member, friend, or, in an emergency only, a minor child as an interpreter for a member with a disability, Contractor shall first inform the member that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the member's confidentiality.
    iv. Contractor shall ensure that the refusal of free interpreter services and the member's request to use a family member, friend, or a minor child as an interpreter is documented.
8. Contractor shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination based on disability.

L. **Provider Directory.** Contractor shall maintain a provider directory on its agency website listing licensed individuals employed by the provider to deliver mental health services. Contract shall provide a paper form to members upon request. The provider directory must be updated at least monthly to include the following information:

1. Provider's name;
2. Provider's business address(es);
3. Telephone number(s);
4. Email address;
5. Website as appropriate;

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

M. Department of Behavioral Wellness Policies and Procedures. Contractor shall comply with all applicable Department of Behavioral Wellness policies and procedures including those listed below. Department of Behavioral Wellness policies and procedures, available at **Policy Portal - Departmental - Smartsheet.com**, and are incorporated herein by reference. Contractor agrees to comply with any changes to these policies and procedures that occur during the Term of this Agreement. This obligation shall apply without the need for an amendment(s) of this Agreement. If the parties amend the affected provisions of this Agreement to conform to the changes in the policies and procedures, the amendment shall be retroactive to the effective date of such changes to the policies and procedures.

1. **Policy and Procedure #2.001.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.001 Network Adequacy Standards and Monitoring*.
2. **Policy and Procedure #2.005.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.005 Accessibility for People with Disabilities*.
3. **Policy and Procedure #2.006.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.006 Language Services for Individuals with LEP*.

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4. **Policy and Procedure #2.007.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.007 Cultural and Linguistic Competency*.
5. **Policy and Procedure #2.008.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.008 Nondiscrimination of Members*.
6. **Policy and Procedure #3.000.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.000 Member Rights*.
7. **Policy and Procedure #3.004.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.004 Advance Directives – Adult Outpatient Services* on advance directives and the County's obligations for Physician Incentive Plans, as applicable.
8. **Policy and Procedure #3.006.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.006 Warm Handoff*.
9. **Policy and Procedure #4.004.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.004 Unusual Occurrence Incident Reporting*.
10. **Policy and Procedure #4.008.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.008 Member Informing Materials*.
11. **Policy and Procedure #4.010.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.010 Notice of Adverse Benefits Determination*.
12. **Policy and Procedure #4.012.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.012 Contracted Provider Relations*.
13. **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*.
14. **Policy and Procedure #4.015.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.015 Staff Credentialing and Re-Credentialing*

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15. **Policy and Procedure #4.020.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.020 Member Problem Resolution Process*.
16. **Policy and Procedure #7.005.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #7.005 Provider Monitoring*.
17. **Policy and Procedure #8.009.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.009 Medication Consent for Adults*.
18. **Policy and Procedure #8.100.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.100 Mental Health Client Assessment*.
19. **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*.
20. **Policy and Procedure #8.102.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.102 CalAIM Documentation Reform-Progress Note Requirements*.
21. **Policy and Procedure #11.006.** Mandatory Trainings Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #11.006 Mandatory Trainings*.
22. **Policy and Procedure #14.000.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #14.000 Information System for Workforce Access*
23. **Policy and Procedure #14.004.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #14.004 Mail Encryption*.

Policies Applicable to ADP services in addition to Policies 1–23 listed above:

24. **Policy and Procedure #7.020.** (Reserved)
25. **Policy and Procedure #7.022.** (Reserved)
26. **Policy and Procedure #7.036.** (Reserved)
27. **Policy and Procedure #12.002.** (Reserved)

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

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

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

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

30. **Policy and Procedure #4.021.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.021 MHSA Issue Resolution*.

31. **Policy and Procedure #19.004.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #19.004 MHSA Full Service Partnership (FSP) services*.

32. **Policy and Procedure #19.007** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #19.007 MHSA Flexible Funds*.

33. **Policy and Procedure #19.009** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #19.009 MHSA Prevention and Early Intervention*.

34. **Policy and Procedure #19.011.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #19.011 MHSA Supportive Housing Applications*.

N. Alcohol and Drug Programs. (Reserved)

O. Mental Health Programs.

1. **Mental Health Program Definitions.** The following terms as used throughout this Agreement shall have the meanings as set forth below.

   i. Medically Necessary or Medical Necessity. Mental health services must be medically necessary.

      a. 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.

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b. 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. (Section 1396d(r)(5) of Title 42 of the United States Code; W&I Section 14059.5(b)(1)).

3. CONFIDENTIALITY.

A. Compliance with Privacy and Data Security Authorities. Contractor shall, at its sole cost and expense, comply with all applicable federal, state, and local healthcare privacy and data security requirements and authorities including, but not limited to, those authorities specified in this Section (Confidentiality) now in force or which may hereafter be in force and shall develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable efforts to secure written and/or electronic data.

B. Maintain Confidentiality. Contractor agrees, and shall require its employees, agents, subcontractors, or contracted providers to agree, to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; Title 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&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; and Exhibit D, Section 14 of the Intergovernmental Agreement Number 24-40145 to the extent that these requirements are applicable. Patient records must comply with all appropriate State and Federal requirements.

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

D. Member's Health Record. Contractor shall maintain and share, as appropriate, a member's health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).) Contractor shall ensure that, in the course of coordinating care,

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each member's privacy is protected in accordance with this Agreement all federal and state privacy laws, including but not limited to 45 C.F.R. parts 160 and 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)

E. Contractor shall comply with Exhibit F to the Integrated Intergovernmental Agreement to the extent Contractor is provided Personal Health Information ("PHI"), Personal Information ("PI"), or Personally Identifiable Information ("PII") as defined in Exhibit F of the Integrated Intergovernmental Agreement from County to perform functions, services, or activities specified in this Agreement.

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

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

4. MEMBER AND FAMILY MEMBER EMPOWERMENT.

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

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

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C. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedure #3.000 Member Rights*, available at **https://cosantabarbara.app.box.com/s/nq9hcrb6qa8spnbwal95bqg4p1rjum3y** and ensure that its employees and/or subcontracted providers observe and protect those rights.

D. **Maintain Grievance Policy/Procedure.** Contractor shall adopt ***Department of Behavioral Wellness' Policy and Procedures #4.020 Client Problem Resolution Process***, to address member/family complaints in compliance with member grievance, appeal, and fair hearing procedures and timeframes as specified in 42 C.F.R. Section 438.400 through 42 C.F.R. Section 438.424.

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

5. NOTIFICATION REQUIREMENTS.

A. **Notice to QCM.** Contractor shall immediately notify Behavioral Wellness Quality Care Management ("QCM") Division at 805-681-4777 or by email at BWELLQCM@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 the ***Department of Behavioral Wellness' Policy and Procedures #4.004 Unusual Occurrence Reporting***.

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

1. Suspected or actual misappropriation of funds under Contractor's control;

2. Legal suits initiated specific to the Contractor's practice;

3. Initiation of criminal investigation of the Contractor; or

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4. Breach of Privacy Laws.

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

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

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

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

F. **Written Notice of Termination to Members.** Contractor shall make a good faith effort to give written notice of termination of Contractor as a provider of services to each member who was seen on a regular basis by Contractor. The notice to the member and a copy of each such notice to the County shall be provided 30 calendar days prior to the effective date of the termination of this Agreement or 15 calendar days after receipt or issuance of the notice of termination of this Agreement, whichever is later.

G. Contractor shall post taglines in any documents that are vital or critical to obtaining services and/or benefits, conspicuous physical locations where Contractor interacts with the public, on Contractor's website in a location that allows any visitor to the website to easily locate the information, and in all member information and other information notice, in accordance with federal and state requirements.

6. **CULTURAL COMPETENCE.**

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

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

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

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

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

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

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

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

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

7. COMPLIANCE PROGRAM.

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

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

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

SECTION III. PROGRAM OPERATIONS REQUIREMENTS

1. STAFF.

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

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

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

1. Failure to cooperate with and provide accurate, timely information in response to all required Medi-Cal screening methods, including failure to submit fingerprints as required (42 C.F.R. § 455.416); or

2. Conviction of a criminal offense related to a person's involvement with Medicare, 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).

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

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

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

G. **Notice of Staffing Changes Required.** Contractor shall notify QCM at BwellQCM@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 5.C. (Reports).

H. **Email Domain**. Contractor and its staff shall use Contractor's business email domain to log into the Department of Behavioral Wellness electronic health record.

I. Contractor shall notify County through the ServiceNow CBO Onboarding/Offboarding Portal within one business day for the unexpected termination of staff when staff separates from employment or is terminated from working under this Agreement, or within one week of the expected last day of employment or for staff planning a formal leave of absence.

J. All staff performing services under this Agreement with access to the Department of Behavioral Wellness electronic health record shall be reviewed and approved by Behavioral Wellness Quality Care Management (QCM) Division, in accordance

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with *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*.

K. Alcohol and Drug Programs. (Reserved)

L. Mental Health Service Programs.

1. Contractor staff providing direct services to members shall be trained and skilled at and provided with the required supervision of service delivery in working with persons with serious mental illness (SMI) and shall adhere to professionally recognized evidence-based best practices for rehabilitation assessment, service planning, and service delivery. In addition, these staff shall receive Documentation Training in accordance with the ***Department of Behavioral Wellness Policy and Procedures #11.006 Mandatory Trainings***, as may be amended.

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

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

1. Licensed Mental Health Professional (LMHP)/Licensed Professional of the Healing Arts (LPHA). "Licensed mental health professional/Licensed Professional of the Healing Arts" means any of the following providers who are licensed in accordance with applicable State of California licensure requirements:

i. licensed physicians;

ii. licensed psychologists (includes waivered psychologists);

iii. licensed clinical social workers (includes waivered or registered clinical social workers);

iv. licensed professional clinical counselor (includes waivered or registered professional clinical counselors);

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v. licensed marriage and family therapists (includes waivered or registered marriage and family therapists);

vi. registered nurses (includes certified nurse specialists and nurse practitioners);

vii. licensed vocational nurses;

viii. licensed psychiatric technicians; and

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

2. **Waivered/Registered Professional.** "Waivered/Registered Professional" means:

   i. For a psychologist candidate, "waivered" means an individual who either is gaining the experience required for licensure or was recruited for employment from outside California, has sufficient experience to gain admission to a licensing examination, and has been granted a professional licensing waiver approved by the California Department of Health Care Services to the extent authorized under state law.

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

3. **Clinical Trainee.** "Clinical Trainee" means an unlicensed individual who is enrolled in a postsecondary educational program that is required for the individual to obtain licensure as a Licensed Mental Health Professional; is participating in a practicum, clerkship, or internship approved by the individual's program; and meets all relevant requirements of the program and/or the applicable licensing board to participate in the practicum, clerkship, or internship and provide specialty mental health services

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including, but not limited to, all coursework and supervised practice requirements. Clinical Trainee provider types include:

i. Nurse Practitioner Clinical Trainee;

ii. Licensed Psychologist Clinical Trainee;

iii. Licensed Clinical Social Worker Clinical Trainee;

iv. Licensed Marriage and Family Therapist Clinical Trainee;

v. Licensed Professional Clinical Counselor Clinical Trainee;

vi. Licensed Psychiatric Technician Clinical Trainee;

vii. Registered Nurse Clinical Trainee;

viii. Licensed Vocational Nurse Clinical Trainee;

ix. Licensed Occupational Therapist Clinical Trainee;

x. Licensed Physician Clinical Trainee (Medical Student);

xi. Registered Pharmacist Clinical Trainee;

xii. Physician Assistant Clinical Trainee; and

xiii. (Certified) Clinical Nurse Specialist Clinical Trainee (specialty mental health delivery system only). (State Plan TN: 23-0026; BHIN 24-023.)

4. **Medical Assistant.** "Medical Assistant" is an individual who is at least 18 years of age, meets all applicable education, training and/or certification requirements, and provides administrative, clerical, and technical supportive services according to their scope of practice, under the supervision of a licensed physician and surgeon, or to the extent authorized under state law, a nurse practitioner or physician assistant that has been delegated supervisory authority by a physician and surgeon. The licensed physician and surgeon, nurse practitioner or physician assistant must be physically present in the treatment facility (medical office or clinic setting) during the provision of services by a medical assistant. (State Plan TN: 23-0026; BHIN 24-023.)

5. **Peer Support Specialist.** "Peer Support Specialist" means an individual with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification who meets ongoing education requirements and provides services under the direction of a Behavioral Health Professional. (State Plan, Supplement 3 to Attachment 3.1-A, page 2j [TN 22-0026].)

6. **Alcohol Drug Programs.** (Reserved)

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7. **Mental Health Services Programs.**

   i. **Community Health Worker.** Community Health Worker is a skilled and trained health educator who is member of the community they serve who link members to health, mental health and social services to improve the overall quality of services delivered. CHWs may include individuals known by a variety of job titles who meet the CHW qualifications as APL 24-006; State Plan 22-0001 and as defined in BHIN 25-028, BHIN 21-073; access criteria for DMC services, defined in BHIN 21-071; and/or access criteria for DMC-ODS services, defined in BHIN 24-001, or subsequent guidance.

   ii. **Mental Health Rehabilitation Specialist.** "Mental Health Rehabilitation Specialist" is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*.

   iii. **Qualified Mental Health Worker.** "Qualified Mental Health Worker" is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*.

   iv. **Mental Health Worker.** "Mental Health Worker" is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*.

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

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

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

C. Alcohol and Drug Programs. (Reserved)

D. Mental Health Service Programs.

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

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

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

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

3. TRAINING REQUIREMENTS.

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

1. Behavioral Wellness Code of Conduct;

2. Consumer and Family Culture;

3. Cultural Competency; and

4. HIPAA Privacy and Security.

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

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

D. Mental Health Service Programs Additional Trainings.

1. Behavioral Wellness electronic health record (EHR), including SmartCare for service and administrative staff who enter and analyze data in the system (at hire and as needed); and

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2. MHSA Overview Training (only at hire, not annually).

3. Training Requirements for Contractor staff who provide direct services/document in Behavioral Wellness electronic health record (EHR), including SmartCare. The following trainings must be completed at hire and annually thereafter:

   i. Documentation Training;

   ii. Child and Adolescent Needs and Strengths (IP-CANS) or Adult Needs and Strengths (ANSA) assessment training and certification exam:

      a. Contractors who provide services to members ages zero through 20 years old shall complete the IP-CANS certification training and exam.

      b. Contractors who provide services to members ages 21 years old and older shall complete the ANSA.

      c. Contractors providing services to members of both age groups may select either of these assessment tool trainings and need not compete both; and

      d. Annual training and certification of clinicians is required for use of the IP-CANS or ANSA. In order to be certified in the IP-CANS or ANSA clinicians must demonstrate reliability on a case vignette of .70 or greater.

4. Any additional applicable trainings in accordance with the ***Department of Behavioral Wellness Policy and Procedures #11.006 Mandatory Trainings***, as may be amended.

4. COLLABORATIVE MEETINGS.

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

5. REPORTS.

A. Annual Mandatory Training Report. Contractor shall submit, no later than June 15th of each year unless requested earlier by County, to the County Training

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Coordinator evidence of completion of the Mandatory Trainings identified in the Section regarding Training Requirements.

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

1. Contractor shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps will be taken to achieve satisfactory progress;
2. Contractor shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and Certifications, changes in population served and reasons for any such changes;
3. The number of active cases and number of members admitted/ discharged;
4. The Measures described in the Exhibit A(s) Section 15. Program Goals, Outcomes, and Measures, as applicable, as applicable, or as otherwise agreed by Contractor and County. Contractor shall comply with amendments or modifications to Exhibit A(s) that do not alter the maximum contract amount of the Agreement and are authorized by the Director of the Department of Behavioral Wellness or designee in writing. This obligation shall apply without the need for an amendment of this Agreement. In addition, Contractor may include in its report any other data that demonstrates the effectiveness of Contractor's programs; and
5. In addition, Contractor may include any other data that demonstrates the effectiveness of Contractor's programs; and any other program specific reporting requirement, if any, as described in the individual programmatic Statement of Work Exhibits.

C. Staffing. 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.

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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 BwellQCM@sbcbwell.org as required by the State Department of Health Care Services.

E. Contractor agrees that County or the California Department of Health Care Services (DHCS) may withhold payments until Contractor has submitted any required data and reports to County or DHCS as identified in this Agreement, or Integrated Intergovernmental Agreement, Exhibit A(s) or Document 1F(a) Reporting Requirement Matrix for Counties.

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

G. As a condition of funding for Quality Assurance (QA) activities, Contractor QA staff shall provide a monthly report to QCM consisting of documentation reviews performed, associated findings, and corrective action. The QA reports shall be received by County no later than 30 calendar days following the end of the month being reported.

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

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

J. **Alcohol and Drug Prevention Programs.** (Reserved)

6. MONITORING.

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A. **County Monitoring Process.** Contractor agrees to abide by the *Department of Behavioral Wellness' Policies and Procedures* referenced in Section 2.2 (Additional Program Requirements) and to cooperate with the County's utilization review process which ensures medical necessity, appropriateness and quality of care. This review may include clinical record peer review, member survey, and other program monitoring practices, as required by the Integrated Intergovernmental Agreement. Contractor shall cooperate with these programs, and shall furnish necessary assessment, clinical documentation and treatment plan if applicable, subject to Federal or State confidentiality laws, and provisions of this Agreement.

B. **Periodic Review Meetings with Contractor.** Contractor shall identify a senior staff member who will be the designated Behavioral Wellness QCM Division contact and will participate in any provider QCM meetings to review current and coming quality of care issues, documentation, fiscal and overall performance activity. Behavioral Wellness staff shall conduct periodic on-site reviews of Contractor's facility and program.

C. **County Corrective Action Plan.** County shall provide a corrective action plan and a timeline for implementation and/or completion of corrective action if deficiencies in Contractor's compliance with the provisions of the Integrated Intergovernmental Agreement or this Agreement are identified by County. Contractor shall:

1. Take corrective action;

2. Provide evidence of correction; and

3. Have a mechanism for monitoring effectiveness of corrective action over time.

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

E. Contractor shall allow DHCS, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state

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

SECTION IV. ADMINISTRATIVE REQUIREMENTS

1. **MEDI-CAL VERIFICATION.** Contractor shall be responsible for verifying member's County of Santa Barbara Medi-Cal eligibility or Drug Medi-Cal status and will take steps to reactivate or establish eligibility where none exists.

2. **SITE STANDARDS.** (Applicable to MHS services.)

   A. Contractor agrees to comply with all Medi-Cal requirements, including, but not limited to those specified in the *Department of Behavioral Wellness' Policies and Procedures* referenced in Section 2.2 (Additional Program Requirements), and be approved to provide Medi-Cal services based on Medi-Cal site certification, per *Department of Behavioral Wellness' Policy and Procedure #4.005- Site Certification for Specialty Mental Health Services*.

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

3. **SIGNATURE PAD. (RESERVED)**

SECTION V. FEDERAL AND STATE CONTRACT COMPLIANCE REQUIREMENTS

1. **STATE CONTRACT COMPLIANCE REQUIREMENTS.**

   A. County and the California Department of Health Care Services (DHCS) may fully or partially revoke this Agreement or the delegated activities or obligations, or apply other remedies permitted by federal or state law when County or DHCS determine that Contractor has not performed satisfactorily (42 C.F.R. § 438.230(c)(2).)

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B. Contractor shall comply with any applicable provision identified in the Integrated Intergovernmental Agreement as applying to subcontractors or contracted providers.

C. **Americans with Disabilities Act.** Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of sections 7405 and 11135 of the California Government Code, section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in part 1194 of title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code sections 7405 and 11135 codify section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

D. **Generative Artificial Intelligence Technology Uses and Reporting.**

1. Contractor certifies its services or work under this Agreement does not include or make available any Generative Artificial Intelligence (GenAI) technology including GenAI from third parties or subcontractors.

2. During the Term of this Agreement, Contractor shall notify County in writing if its services or any work under this Agreement includes or makes available any previously unreported GenAI technology including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000), available at **STD 1000 Generative Artificial Intelligence (GenAI) Disclosure & Factsheet** and submit the completed form to County to report the use of any new or previously unreported GenAI technology.

3. At the direction of County, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk, or contract performance until use of such GenAI technology has been approved by County.

4. Contractor acknowledges and agrees that its failure to disclose GenAI technology use and submit the GenAI Reporting and Factsheet (STD 1000) to County may be considered a material breach of this Agreement by County or the California Department of Health Care Services (DHCS), and County or DHCS may consider the failure to disclose GenAI technology use and/or submit the GenAI Reporting and Factsheet (STD 1000) to County as grounds

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for the immediate termination of this Agreement. County and DHCS are entitled to seek all the relief to which they may be entitled as a result of such non-disclosure.

5. Contractor shall include subsection D (Generative Artificial Intelligence Technology Uses and Reporting) of this Section (Federal and State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.

E. Prohibited Affiliations.

1. Contractor shall not knowingly have any prohibited type of relationship, as described in subsection E.3 of this Section 5.1 (Federal and State Contract Compliance Requirements), with individuals or entities listed in subsection E.1.i and ii. Contractor shall further require that its subcontractors and contracted providers abide by this requirement.

i. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)

ii. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. section 2.101, of a person described in subsection E.1.i. (42 C.F.R. § 438.610(a)(2).)

2. Contractor, its contracted providers, and its subcontractors shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined 42 United States Code [U.S.C.] § 1320a-7b(f)) pursuant to 42 U.S.C. sections 1320a-7, 1320a-7a, 1320c-5, and 1395u(j)(2). (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)

3. Contractor, its contracted providers, and its subcontractors shall not have the types of relationships prohibited by this subsection E.3 with an excluded, debarred, or suspended individual, provider, or entity.

i. A director, officer, agent, managing employee, or partner of Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)

ii. A subcontractor of Contractor, as governed by 42 C.F.R. section 438.230. (42 C.F.R. § 438.610(c)(2).)

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iii. A person with beneficial ownership of five percent or more of Contractor's equity. (42 C.F.R. § 438.610(c)(3).)

iv. A network provider or person with an employment, consulting, or other arrangement with Contractor for the provision of items and services that are significant and material to Contractor's obligations under this Agreement. (42 C.F.R. § 438.610(c)(4).)

4. Contractor, its contracted providers, and its subcontractors shall not employ or contract with, directly or indirectly, individuals or entities described in subsections E.1 and E.2 for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)

5. Contractor, its contracted providers, and its subcontractors shall not contract directly or indirectly with an individual convicted of crimes described in section 1128(b)(8)(B) of the Social Security Act. (42 C.F.R. § 438.808(b)(2).)

6. Contractor shall provide to County written disclosure of any prohibited affiliation identified by Contractor, its contracted providers, or its subcontractors. (42 C.F.R. § 438.608(c)(1).)

F. Disclosures.

1. Disclosures of 5% or More Ownership Interest. Contractor shall provide to County written disclosure of information on ownership and control of Contractor, its contracted providers, and its subcontractors (hereafter Disclosing Entity) as described in 42 C.F.R. section 455.104 and this subsection F.1 of this Section 5.1 (Federal and State Contract Compliance Requirements). Contractor shall provide disclosures to County on a form provided by County upon submitting the provider application, before entering into a provider agreement with County, before renewing a provider agreement with County, annually and upon request during the re-validation of enrollment process under 42 C.F.R. section 455.104, and within 35 days after any change in ownership of Disclosing Entity. The information included in the disclosures shall be current as of the time submitted. The following information must be disclosed:

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

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

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

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

v. The name of any other disclosing entity in which an owner of Disclosing Entity has an ownership or control interest.

vi. The name, address, date of birth, and Social Security Number of any managing employee of Disclosing Entity.

2. **Disclosures Related to Business Transactions.** Contractor shall submit the following disclosures and updated disclosures related to certain business transactions to County, the California Department of Health Care Services (DHCS), or the United States Department of Health and Human Services (HHS) within 35 days upon request. The following information must be disclosed:

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

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

3. **Disclosures Related to Persons Convicted of Crimes.** Contractor certifies that it has submitted the following disclosures related to persons convicted of crimes to County before entering into this Agreement. Contractor shall submit the following disclosures to County or DHCS at any time upon request. The following information must be disclosed:

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i. The identity of any person who has an ownership or control interest in or is a managing employee of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2).)

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

4. **Remedies.** If Contractor fails to comply with disclosure requirements, remedies available to County and DHCS include:

i. Federal Financial Participation (FFP) is not available in expenditures for services furnished by Contractor that fail to comply with a request made by County, DHCS, or the Secretary of HHS under subsections F.1 and F.2 of this Section 5.1 (Federal and State Contract Compliance Requirements) or under 42 C.F.R. section 420.205 (Disclosure by providers and part B suppliers of business transaction information). FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to County, DHCS, or the Secretary of HHS and ending on the day before the date on which the information was supplied. (42 C.F.R. §§ 455.104(f), 455.105(c).)

ii. Contractor shall reimburse those Medi-Cal funds received during any period for which material information was not reported, or reported falsely, to County or DHCS. (Welf. & Inst. Code, § 14043.3.)

G. <u>Records, Audit, and Review</u>.

1. Contractor shall maintain and preserve books and records and documents of any type whatsoever, whether physical or electronic, pertaining to Medi-Cal enrollees, Medi-Cal-related activities, or any aspect of services and activities performed, or determinations of amounts payable, under this Agreement including, but not limited to: member grievance and appeal records; the data, information, and documentation specified in (or that demonstrates compliance with) 42 C.F.R. sections 438.604, 438.606, 438.608, and 438.610; working papers; reports; financial records and documents of account; member records; prescription files; and subcontracts (hereafter Records).

2. Contractor shall make available all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, electronic systems, or any employee pertaining to Medi-Cal enrollees, Medi-Cal-related

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activities, or any aspect of services and activities performed, or determinations of amounts payable, under this Agreement at any time for auditing, evaluation, inspection, examination, or copying by County, the California Department of Health Care Services (DHCS), the California Department of General Services, the California State Auditor, the United States Centers for Medicare and Medicaid Services (CMS), the United States Department of Health and Human Services Office of Inspector General (HHS Inspector General), the United States Comptroller General, or other authorized federal or state agencies, or their designees (hereafter Audit). The right to Audit includes, but is not limited to, the right to Audit if County, DHCS, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk.

3. Both the requirement to maintain and preserve Records under subsection G.1 of this Section (Federal and State Contract Compliance Requirements) and the right to Audit under subsection G.2 shall exist for 10 years from the term end date of this Agreement or as required by subsections i through iii below, whichever is later:

i. Applicable statute,

ii. Any other provision of this Agreement, or

iii. If any litigation, claim, negotiation, audit, or other action pertaining to Medi-Cal enrollees, Medi-Cal-related activities, or any aspect of services and activities performed, or determinations of amounts payable, under this Agreement has been started before the expiration of the 10-year period, until completion of the action and resolution of all issues which arise from it.

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

H. <u>Conflict of Interest</u>.

1. Contractor shall comply with the conflict of interest safeguards described in 42 C.F.R. section 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Social Security Act (42 C.F.R. § 438.3(f)(2)) and the California Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code section 10365.5, and Government Code section 1090.

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2. Contractor acknowledges and agrees that County and the California Department of Health Care Services (DHCS) intends to avoid any real or apparent conflict of interest on the part of Contractor, Contractor's subcontractor, or employees, officers, and directors of Contractor or subcontractor. Thus, County and DHCS reserve the right to determine, at their sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest, and if a conflict is found to exist, to require Contractor to submit additional information or a plan for resolving the conflict, subject to County and DHCS review and prior approval.
3. Conflicts of interest include:
    i. An instance where Contractor or subcontractor, or any employee, officer, or director of Contractor or subcontractor, has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under this Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of this Agreement.
    ii. An instance where Contractor's or subcontractor's employees, officers, or directors use their position for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.
4. If County is or becomes aware of a known or suspected conflict of interest, County will notify Contractor of the known or suspected conflict, and Contractor will have five working days from the date of notification to provide complete information regarding the suspected conflict to County. County may, at its discretion, authorize an extension of the timeline indicated herein in writing. If a conflict of interest is determined to exist by County or DHCS and cannot be resolved to the satisfaction of County or DHCS, the conflict may be grounds for terminating this Agreement.
5. Contractor shall include subsection H (Conflict of Interest) of this Section (Federal and State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.

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

1. During the performance of this Agreement, Contractor and its subcontractors shall not deny this Agreement's benefits to any person on the basis of race,

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religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (2 C.C.R. § 11000 et seq.), the provisions of article 9.5, chapter 1, part 1, division 3, title 2 of the Government Code (Gov. Code, §§ 11135–11139.5), and the regulations or standards adopted by the California Department of Health Care Services (DHCS) to implement such article. Contractor shall permit access by representatives of the California Civil Rights Department (CRD) and DHCS upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as CRD or DHCS shall require to ascertain compliance with this provision. Contractor and subcontractors shall give written notice of their obligations under this provision to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.)

2. Contractor shall include subsection I (Nondiscrimination and Compliance (GTC 02/2025) of this Section (Federal and State Contract Compliance Requirements) in all subcontracts to perform work under the Agreement.

J. <u>Nondiscrimination and Compliance</u>.

1. Consistent with the requirements of applicable federal law, such as 42 C.F.R. section 438.3(d)(3) and (4), and state law, Contractor shall not engage in any unlawful discriminatory practices in the admission of members, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on any ground protected under federal or state law including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability.

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(42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3)–(4); 45 C.F.R. § 92.2; Gov. Code, § 11135(a); Welf. & Inst. Code, § 14727(a)(3).)

2. Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in 45 C.F.R. parts 84 and 85, as applicable.

3. Contractor shall include subsection J (Nondiscrimination and Compliance) of this Section (Federal and State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.

4. Noncompliance with the nondiscrimination requirements in subsection J (Nondiscrimination and Compliance) of this Section (Federal and State Contract Compliance Requirements) shall constitute grounds for County or the California Department of Health Care Services to withhold payments under this Agreement.

K. Subcontract Requirements.

1. Contractor is hereby advised of its obligations pursuant to the following numbered provisions of Integrated Intergovernmental Agreement, Exhibit D (Special Terms and Conditions): Sections 1 Federal Equal Employment Opportunity Requirements; 2 Travel and Per Diem Reimbursement; 3 Procurement Rules; 4 Equipment Ownership/Inventory/Disposition; 5 Subcontract Requirements; 6 Income Restrictions; 7 Audit and Record Retention; 8 Site Inspection; 9 Federal Contract Funds; 11 Intellectual Property Rights; 12 Air or Water Pollution Requirements; 13 Prior Approval of Training Seminars, Workshops, or Conferences; 14 Confidentiality of Information; 15 Documents, Publications, and Written Reports; 18 Human Subjects Use Requirements; 19 Debarment and Suspension Certification; 20 Smoke-Free Workplace Certification; 21 Drug Free Workplace Act of 1988; 23 Payment Withhold; 26 Officials Not to Benefit; 27 Prohibited Use of State Funds for Software; 34 Suspension or Stop Work Notification; 35 Public Communications; and 37 Compliance with Statutes and Regulations; and 38 Lobbying Restrictions and Disclosure Certification.

L. Federal Equal Employment Opportunity Requirements.

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or

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

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

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

4. Contractor will comply with all provisions of and furnish all information and reports required by section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of Federal Executive Order No. 11246, as amended, including by Executive Order No. 11375, "Amending Executive Order 11246 Relating to

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Equal Employment Opportunity," and as supplemented by the regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

7. Contractor will include subsection L (Federal Equal Employment Opportunity Requirements) of this Section (Federal and State Contract Compliance Requirements) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246, as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by the regulation at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or section 503 of the Rehabilitation Act of

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

M. Debarment and Suspension Certification.

1. Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to, 2 C.F.R. part 180 and 2 C.F.R. part 376.

2. Contractor certifies to the best of its knowledge and belief that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

ii. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection 2.ii, subsection M (Debarment and Suspension Certification) of this Section (Federal and State Contract Compliance Requirements);

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iv. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default; and

v. Have not within a three-year period preceding this Agreement engaged in any of the violations listed under 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 376.

3. Contractor shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 C.F.R. part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the California Department of Health Care Services (DHCS).

4. The terms and definitions herein have the meanings set out in 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 376.

5. Contractor will include subsection M (Debarment and Suspension Certification) of this Section (Federal and State Contract Compliance Requirements) in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. If Contractor knowingly violates this certification, in addition to other remedies available to the federal government, County or DHCS may terminate this Agreement for cause or default.

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

1. Contractor shall comply with the requirements of 2 Code of Federal Regulations (C.F.R.) parts 200 and 300, which are incorporated herein by reference.

2. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

O. Mandatory Disclosures.

1. Contractor must promptly disclose whenever, in connection with this Agreement (including any activities or subcontracts thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code (U.S.C.) or a violation of the civil False Claims Act (31 U.S.C. §§ 3729–3733). The disclosure must be made in writing to County, DHCS, the United States Centers for Medicare and Medicaid Services, and the

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United States Department of Health and Human Services Office of Inspector General. Contractor is also required to report matters related to County, state, or federal agency's integrity and performance in accordance with Appendix XII of 2 Code of Federal Regulations part 200. Failure to make required disclosures can result in any of the remedies described in 2 Code of Federal Regulations section 200.339 Remedies for noncompliance. (See also 2 C.F.R. part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

2. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

3. Contractor shall also comply with the disclosure provisions set forth below in Section S (Byrd Anti-Lobbying Amendment) and this EXHIBIT AA General Provisions to this Agreement.

P. <u>Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment</u>.

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

i. Procure or obtain covered telecommunications equipment or services;

ii. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

iii. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

2. As described in section 889 of Public Law 115-232 "covered telecommunications equipment or services" means any of the following:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

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

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iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the United States Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

3. For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

4. In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

5. Contractor certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. Contractor and its subcontractors are not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.

6. For additional information, see section 889 of Public Law 115-232 and 2 Code of Federal Regulations section 200.471.

7. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

Q. <u>Domestic Preferences For Procurements</u>.

1. Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products).

2. For purposes of this section:

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i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

R. Procurement Of Recovered Materials.

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

2. Contractor should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

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

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

1. Certification and Disclosure Requirements.

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i. Contractor must file a certification (in the form set forth in EXHIBIT D, Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that Contractor has not made and will not make any payment prohibited by subsection 2 (Prohibition) of this Section (Byrd Anti-Lobbying Amendment).

ii. Contractor must file a disclosure (in the form set forth in EXHIBIT D, Attachment 2, entitled "Standard Form-LLL 'Disclosure of Lobbying Activities'") if Contractor has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant which would be prohibited under subsection 2 (Prohibition) of this Section (Byrd Anti-Lobbying Amendment) if paid for with appropriated funds.

iii. Contractor must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by Contractor under subsection 1.ii of this Section (Byrd Anti-Lobbying Amendment). An event that materially affects the accuracy of the information reported includes:

a. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

b. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or

c. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

iv. Contractor shall require all lower tier subcontractors to certify and disclose to the next tier above.

v. All disclosure forms shall be forwarded from tier to tier until received by County.

2. **Prohibition.** Section 1352 of title 31 of the United States Code provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person or organization for influencing or attempting to influence an officer or

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employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

3. Contractor shall include these requirements in all lower tier subcontracts exceeding $100,000 to perform work under this Agreement.

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

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 United States Code section 7401 et seq.

2. Contractor agrees to report each violation to the California Environmental Protection Agency (CalEPA) and understands and agrees that CalEPA will, in turn, report each violation as required to assure notification to County, the federal agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.

3. Contractor shall include these requirements in all subcontracts exceeding $150,000 to perform work under this Agreement.

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

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 United States Code section 1251 et seq.

2. Contractor agrees to report each violation to CalEPA and understands and agrees that CalEPA will, in turn, report each violation as required to assure notification to County, the federal agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.

3. Contractor shall include these requirements in all subcontracts exceeding $150,000 to perform work under this Agreement.

V. Alcohol And Drug Program. (Reserved)

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EXHIBIT AA-1
GENERAL PROVISIONS

BEHAVIORAL HEALTH SERVICES ACT SERVICES (BHSA)
&
SUBSTANCE USE BLOCK GRANT (SUBG)

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EXHIBIT AA-1
GENERAL PROVISIONS
DEPARTMENT OF HEALTH CARE SERVICES
STATE PERFORMANCE REQUIRMENTS
BEHAVIORAL HEALTH SERVICES ACT (BHSA)
AND
SUBSTANCE USE PREVENTION, TREATMENT, AND RECOVERY SERVICES (SUBG)

The following provisions shall apply to all services under this Agreement, included as Exhibit(s) A-4 and A-8, as well as Exhibit A(s) Attachment 1 as though separately set forth in the scope of work specific to each service.

This Agreement shall be governed by and construed in accordance with all laws and regulations and policies and procedures governing the California Department of Health Care Services (hereafter referred to as DHCS) State Performance Agreement (Agreement No. 26-60060 which administers the Behavioral Health Services Act, Lanterman- Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness (PATH), Community Mental Health Services Block Grant (MHBG), Substance Abuse Treatment and Prevention Block Grant (SABG), and Crisis Counseling Assistance and Training Program (CCP) programs and oversees county provision of community mental health services pursuant to the Bronzan-McCorquodale Act.

Any BHSA program services operated under this Agreement to Medi-Cal members residing in Santa Barbara County or county of responsibility who meet the applicable access criteria, included as Exhibit(s) A-{add number} through A-{add number}, unless separately and specially set forth in the this General Provision or scope of work specific to each program.

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

1. PERFORMANCE.

A. Contractor must meet certain conditions and requirements to receive funding for these programs and services, as set forth in this County Performance Contract 26-60060 (hereafter referred to as the Contract or Agreement), as required by Welfare and Institutions Code (W&I) sections 5650(a), 5651, and 5897. Contractor agrees to comply with all of the conditions and requirements described herein.

B. Contractor must implement the BHSA consistent with this Contract (which is executed pursuant to W&I section 5897), applicable law and regulations, the BHSA County Policy Manual (hereafter referred to as the BHSA Policy Manual),

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and other applicable DHCS guidance. **https://policy-manual.mes.dhcs.ca.gov/behavioral-health-services-act-county-policy-manual/LIVE/**.

C. The defined terms enumerated in the BHSA Policy Manual apply to this Contract, except as otherwise provided.

D. To the extent there is a conflict between the terms of this Contract and any federal or state statute or regulation or DHCS guidance issued pursuant to W&I section 5963.05 (or other applicable bulletin authority), Contractor must comply with the statute, regulation, or guidance, and the conflicting Contract provision will no longer be in effect.

E. There a requirement provided or referenced herein has an effective date that differs from the effective date of this Contract, Contractor is required to comply with the requirement as of its applicable effective date.

F. All terms and conditions set forth in the BHSA Policy Manual are hereby incorporated by reference and made a part of this Contract as if fully set forth herein.

G. Contactor must submit all deliverables required in this Contract in the schedule, form, and manner specified by County.

H. The Integrated Intergovernmental Agreements General Provisions Exhibit AA applies to the federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. Contractor agrees to comply with all of the conditions and requirements described herein.

I. For Substance Uses Grant services, Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for SABG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75 to applies to those services along with the State Performance requirements and standards.

2. GENERAL REQUIRMENTS. Contract shall adhere to W&I section 5651(b) incorporated into this Contract. Contractor must:

A. Comply with the expenditure requirements of W&I section 17608.05;

B. Provide services to persons receiving involuntary treatment as required by the LPS Act (commencing with W&I section 5000) and the Children's Civil Commitment and Mental Health Treatment Act of 1988 (commencing with W&I section 5585);

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C. Comply with all of the requirements necessary for Medi-Cal reimbursement provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Chapter 3 of the Bronzan-McCorquodale Act (commencing with W&I section 5700) , and submit cost reports and other data to County in the form and manner determined by County;

D. Comply with all provisions and requirements in law pertaining to patient rights;

E. Comply with all requirements in federal law and regulation, and all agreements, certifications, assurances, and policy letters, pertaining to federally funded mental/behavioral health programs, including, but not limited to, the PATH, MHBG, and SUBG programs;

F. Provide all data and information set forth in W&I sections 5610 and 5664; and

G. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Behavioral Health Services Act.

3. **AMERICANS WITH DISABILITIES ACT.** County agrees to ensure that deliverables developed and produced, pursuant to this Agreement must comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 United States Code (USC) § 794d), the Americans with Disabilities Act of 1990 (42 USC § 12101 *et seq.*), and the implementing regulations, including 36 Code of Federal Regulations (CFR) Part 1194 and 28 CFR Part 36, as applicable. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California GC section 7405 codifies section 508 of the Rehabilitation Act of 1973 and its implementing regulations requiring accessibility of electronic and information technology.

4. **EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS.** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under State law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine County is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that will be grounds for termination of this Contract. The State must provide County advance written notice of such termination, allowing County at

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least 30 calendar days to provide a written response. Termination will be at the sole discretion of the State.

5. **MEDI-CAL VERFICATION AND ENROLLMENT.** Contractor shall:

   A. Verify an individual enrollment in Medi-Cal;

   B. If the individual is not enrolled, refer the individual for eligibility screening and enrollment support; and

   C. Check Medi-Cal enrollment on an ongoing basis.

6. **ELIGIBLE AND PRIORITY POPULATIONS.** Contractor shall comply with BHSA requirements concerning eligibility for and prioritization of services, as described in BHSA Policy Manual section 2.B.3 and any other applicable DHCS guidance.

   A. **Eligible Populations.** Contractor shall limit BHSA services to eligible children and youth and eligible adults and older adults, as defined in W&I section 5892(k). BHSA eligible populations are not required to be enrolled in the Medi-Cal program. (W&I § 5892(k)(7)-(8).)

   B. **Priority Populations.** Contractor must prioritize BHSA services to the populations enumerated in W&I section 5892(d).

7. **REPORTING, DATA SUBMISSION, AND DATA SHARING REQUIREMENTS.**

   A. **Behavioral Health Outcomes, Accountability, And Transparency Report.** Contractor must submit an annual Behavioral Health Outcomes, Accountability, and Transparency Report (BHOATR) to County to consistent with BHSA Policy Manual section 4 and any other applicable DHCS guidance. (W&I § 5963.04.)

   B. Contractor must comply with all data and information submission requirements specified in State and federal law, this Contract, and all applicable DHCS guidance. (W&I §§ 5610(a)(1), 5664(a), 5963.04(a)(2).) Applicable laws include:

      1. Title 42 of the United States Code (USC), sections 290cc-21 through 290ee-10 and 300x through 300x-68, inclusive;

      2. W&I sections 5000 through 5987; and

      3. All corresponding regulations that implement, interpret or make specific, these federal and State laws.

   C. Contractor must provide data and information regarding the following programs as required by, and in accordance with, federal and State laws and DHCS guidance to the extent Contractor provides services under this Agreement:

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1. The Behavioral Health Services Act (BHSA), as outlined in Exhibit A, Attachment I, Article 1.0;
2. Projects for Assistance in Transition from Homelessness (PATH), as outlined in Article 2.0, subsection 2.4 of Attachment I;
3. Community Mental Health Services Block Grant (MHBG), as outlined in Article 2.0, subsection 2.5 of Attachment I;
4. Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG), as outlined in Article 2.0, subsection 2.6 of Attachment I; and
5. County provision of community behavioral health services provided with 1991 and 2011 realignment funds (other than Medi-Cal).

D. Data Sharing Requirements. Contractor must comply with all data sharing requirements as mandated by and in accordance with applicable federal and State law and applicable Data Exchange Framework Policies and Procedures and DHCS guidance. (W&I §§ 14197.71(d)(1), 14184.102(j).)

8. SPECIAL TERMS AND CONDITIONS.

A. Audit and Record Retention. Contractor(s) shall maintain records, including books, documents, and other evidence, accounting procedures and practices, sufficient to properly support 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. The forgoing constitutes "records" for the purpose of this provision.

B. Contractor is hereby advised of its obligations pursuant to the following numbered provisions of State Performance Agreement, Exhibit D (Special Terms and Conditions): Sections 1 Federal Equal Employment Opportunity Requirements; 2 Travel and Per Diem Reimbursement; 3 Procurement Rules; 4 Equipment Ownership/Inventory/Disposition; 5 Subcontract Requirements; 6 Income Restrictions; 7 Audit and Record Retention; 8 Site Inspection; 9 Federal Contract Funds; 11 Intellectual Property Rights; 12 Air or Water Pollution Requirements; 13 Prior Approval of Training Seminars, Workshops, or Conferences; 14 Confidentiality of Information; 15 Documents, Publications, and Written Reports; 16. Dispute Resolution Process; 17. Subrecipient Compliance; 18 Human Subjects Use Requirements; 19 Debarment and Suspension Certification; 20 Smoke-Free Workplace Certification; 21 Drug Free Workplace Act of 1988; 23 Payment Withhold; 24 Progress Reports or Meetings; 25 Performance Evaluation; 26 Officials Not to Benefit; 27 Prohibited Use of State

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Funds for Software; 28. Use of Disabled Veteran's Business Enterprises (DVBE); 29. Use of Small, Minority Owned and Women's Businesses; 30. Use of Small Business Subcontractors; 31. Alien Ineligibility Certification; 32. Union Organizing; 33. Contract Uniformity (Fringe Benefit Allowability); 34 Suspension or Stop Work Notification; 35 Public Communications; and 37 Compliance with Statutes and Regulations; and 38 Lobbying Restrictions and Disclosure Certification.

9. GENERAL TERMS AND CONDITIONS (GTC 02/0205).

A. Contractor shall adhere to the General terms and conditions herein referenced and includes: 1 Approval; 2 Amendments; 3 Assignment; 4 Audit; 5 Indemnification; 6 Disputes; 7 Termination for Cause; 8 Independent Contractor; 9 Recycling Certification; 10 Non-discrimination;11 Certification Clauses; 12 Timeliness; 13 Compensation; 14 Governing Law; 15 Antitrust Claims; 16 Child Support Compliance Act; 17 Unenforceable Provision; 18 Priority Hiring; 19 Small Business Participation and DVBE Participation Reporting Requirements; 20 Loss Leader; and 21 Generative AI Disclosure Obligations.

B. **Termination for Convenience.** This provision replaces and supersedes only Provision 10(b) Termination for Convenience in Exhibit D. Note: Provision 10(a) Termination for Cause in Exhibit D remains in force as is.

1. This agreement may be terminated, in whole or in part, without cause, and without penalty, by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification must state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. Upon receipt of a notice of termination or cancellation from DHCS, Contractor must take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

2. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the Contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims.

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3. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

10. SUBSTANCE USE PREVENTION, TREATMENT AND RECOVERY SERVICES BLOCK GRANT (SUBG). (RESERVED)

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EXHIBIT AA – AA1
ATTACHMENT 1 &2

CERTIFICATION REGARDING LOBBYING

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ATTACHMENT 1
STATE OF CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
CERTIFICATION REGARDING LOBBYING

The recipient 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 must complete and submit Standard Form LLL, “Disclosure of Lobbying Activities'' (Attachment 2) in accordance with its instructions.

3. The recipient must 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 must 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 will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By signing or otherwise accepting the Agreement, the recipient certifies and files this Attachment 1. **CERTIFICATION REGARDING LOBBYING,** as required by Section 1352, Title 31, U.S.C., unless the conditions stated in paragraph 2 above exist. In such case, the awardee/contractor must complete and sign Attachment 2.

Crestwood Behavioral Health, Inc.	Elena Mashkevich
Name of Contractor	Printed Name of Person Signing for Contractor
	Signed by: Elena Mashkevich C2FCF433A5064D2...
Contract / Grant Number	Signature of Person Signing for Contractor
6/9/2026	Executive Director of Contracts
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.

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Attachment 2
CERTIFICATION REGARDING LOBBYING

Approved by OMB (0348-0046)
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:	2. Status of Federal Action:	3. Report Type:
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application b. initial award c. post-award	a. initial filing b. material change For Material Change Only: Year_____ quarter_____ date of last report_____.

1. Name and Address of Reporting Entity:	**2.** If Reporting Entity in No. 4 is Subawardee, B. Enter Name and Address of Prime:
☐Prime ☐Subawardee Tier , if known: Congressional District, If known:	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 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 Number:	
Date:	

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grant.

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.

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a. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

b. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

10. 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),

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EXHIBIT B(S)
FINANCIAL PROVISIONS
ADP AND MHS

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EXHIBIT B ADP/MHS
GENERAL FINANCIAL PROVISIONS

(Applicable to programs described in Exhibit A-4)

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(s). 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, the Intergovernmental Agreement, and other applicable Federal, State and local laws, regulations, rules, manuals, policies, guidelines and directives.

1. PAYMENT FOR SERVICES.

A. Alcohol and Drug Programs. (Reserved)

B. Mental Health 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).

3. **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. 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 (45

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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.

D. Funding Sources.

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

E. Member Liability for Payment.

1. Alcohol and Drug Program. (Reserved)

2. Mental Health.

i. Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the member or persons acting on behalf of the member for any specialty mental health or related administrative services provided under this Agreement, except to collect other health insurance coverage, share of cost, and co-payments. (Cal. Code Regs., tit. 9, § 1810.365 (a).)

ii. Contractor shall not hold beneficiaries liable for debts in the event that County becomes insolvent; for costs of covered services for which the State does not pay County; for costs of covered services for which the State or County does not pay to Contractor; for costs of covered services provided under a contract, referral or other arrangement rather than from the County; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a member. (42 C.F.R. § 438.106 and Cal. Code Regs. tit 9, § 1810.365(c).)

iii. Contractor shall not bill members for covered services under a contractual, referral, or other arrangement with Contractor in excess of the amount that would be owed by the member if Contractor had directly provided the services. (42 U.S.C. § 1396u–2(b)(6)(C).)

F. Hold Harmless.

1. Contractor acknowledges and agrees DHCS assumes no responsibility for the payment of Contractor for services performed pursuant to this Agreement.

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County accepts sole responsibility for the payment of Contractor for services performed pursuant to this Agreement.

2. Contractor agrees to hold harmless both the State and members in the event County cannot or does not pay for services performed by Contractor pursuant to this Agreement.

2. MAXIMUM CONTRACT AMOUNT. The contract maximum shall consist of County, State, and/or Federal funds as shown in Exhibit B-1(s) and subject to the provisions in Section 1 (Payment for Services). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

The Maximum Contract Amount of this Agreement shall not exceed $3,329,680 inclusive of:

A. Alcohol Drug Program Services. (Reserved)

B. Mental Health Services.

1. **$3,329,680** in Mental Health funding, inclusive of $1,664,840 for FY 2026-27, and $1,664,840 for FY 2027-28.

3. OPERATING BUDGET AND FEE FOR SERVICE RATES.

A. Alcohol and Drug Program. (Reserved)

B. Mental Health Services.

1. **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 Exhibit B-1 and B-3 MHS. Specialty mental health services provided to Non-Medi-Cal members will be paid at the same rates. Reimbursement or payment under this provision is subject to the maximum amount specified in the Exhibit B-1 MHS for Medi-Cal and Non-Medi-Cal specialty mental health services.

2. To the extent that referrals from the County and other authorized referring agencies result in a final occupancy rate of less than 73% (7.3 of 10 available beds; 2,665 bed days) for the Crisis Residential Treatment program as identified in Exhibit A-4, the Director of the Department of Behavioral Wellness or designee may increase the daily bed rate up to a maximum of $600/day, with total fee-for-service reimbursement subject to the amount specified in the Exhibit B-1 MHS for Medi-Cal Patient Revenue. To receive daily bed rate

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increase, Contractor must be compliant with Exhibit A-4, Section 9.C (Exclusion Criteria).

3. Notwithstanding the foregoing, and at any time during the term of the Agreement, the Director of the Department of Behavioral Wellness or designee, in his or her sole discretion, may incorporate new codes, make fee-for-service rate changes to the Exhibit B-1 and B-3 MHS issued by the California Department of Health Care for County's operational reasons. Reimbursement remains subject to the contract maximum amount specified in the Exhibit B-1 and Exhibits B-3.

4. Additionally, the Behavioral Wellness Director or designee, in his or her sole discretion, may make rate changes to or otherwise update Exhibit B-1 and B-3 MHS for multi-year contracts annually. Any changes to Exhibit B-1 and B-3 MHS shall not alter the Maximum Contract Amount and shall not require an amendment to this Agreement but shall be in writing.

C. **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 5 (Accounting for Revenues). The approved Operating Budget shall be attached to this Agreement as Exhibit B2. 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. Pursuant to Behavioral Health Information Notice No: 24-047, Subrecipients of federal awards have the option to elect an indirect cost rate limited to either 15% of direct costs, federally negotiated indirect cost rate.

4. **BHSA MEMBER FLEXIBLE SUPPORT FUNDS.** For Medi-Cal Full Service Partnership (FSP) programs, Contractor will receive a funding allocation to provide members with flexible support for costs including but not limited to housing, items necessary for daily living, and therapeutical support. Contractor shall abide by requirements in Behavioral Wellness Policy and Procedure #19.007 *Flexible Spending Funds* for member flexible support costs. Contractor shall maintain documentation to support member flexible support costs and submit financial statements to County monthly in accordance with Exhibit B MHS, Section 7.B (Monthly Financial Statements) below.

5. **ACCOUNTING FOR REVENUES.**

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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 the:

1. Determination and collection of patient/member fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP);

2. Eligibility of patients/members for Medi-Cal, Medicare, private insurance, or other third party revenue, and

3. Collection, reporting and deduction of all patient/member and other revenue for patients/members receiving services hereunder.

4. 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.

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

2. ADP. (Reserved)

6. REALLOCATION OF PROGRAM FUNDING.

A. Funding is limited by program to the amount specified in Exhibit B-1-ADP and/or 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, ADP and/or MHS between programs, for the purpose of meeting specific program needs or for providing continuity of care to its members. 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

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programs in the year-end settlement and will notify Contractor of any reallocation during the settlement process.

7. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

A. Submission of Claims and Invoices.

1. Alcohol and Drug Program. (Reserved)

2. Mental Health Programs.

i. Submission of Claims for Medi-Cal Services. 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.

a. 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.

b. 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. In the event that the State denies payment for services provided under this contract and such denial is later determined to be the result of inappropriate adjudication by the State, the County reserves the right to issue a credit to the Contractor for the denied services at the rates identified in Exhibit B-1 and B-2 MHS.

ii. Submission of Claims for Medicare Services.

a. Provider Enrollment. Contractors that provide service to members that are eligible for both Medicare and Medi-Cal (AKA Medi-Medi) shall have Medicare eligible practitioner types enrolled in the Medicare program. The following are Medicare eligible licensed practitioners that provide service to County programs in this Agreement and must be enrolled in the Medicare program: Marriage and Family Therapist, Clinical Psychologist, Clinical Social Worker, Professional Clinical Counselor, Nurse Practitioner, Physician Assistant, and Medical Doctor. If any of the Contractor's eligible licensed practitioners have

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submitted a Medicare "Opt-Out" affidavit and are therefore opted-out of Medicare, these practitioners' services cannot be billed to Medicare and are not billable to Medi-Cal. *Opted-Out Medicare eligible practitioners are therefore ineligible service providers for Medi-Medi members*.

b. **Medi-Medi.** The County won't assume financial responsibility or reimburse for services provided to Medi-Medi members by ineligible service providers due to opting out of Medicare.

c. **Member Medicare Eligibility.** Contractor is responsible for identifying Medicare as a payor in the SmartCare EHR system. County only assumes financial responsibility for members that are dual eligible for Medicare and Medi-Cal. Services provided to members who have only Medicare, but not Medi-Cal are not eligible for reimbursement under this Agreement.

d. **Claims Adjudication.** For Medi-Medi member services, Contractor has the option to claim services to the Medicare fiscal intermediary directly or have the County process dual eligible claims on their behalf. If Contactor chooses to bill Medicare directly, Contractor is solely responsible to ensure proper Medicare registration and maintenance of such. Contractor shall notify Behavioral Wellness Fiscal within 30 days of the beginning of the contract term whether they want County to bill Medicare on their behalf. If the Contractor opts to bill the Medicare fiscal intermediary directly then they shall provide the County with Medicare claim(s) adjudication data which would allow the County to submit a crossover claim to the State Department of Health Care Services for the Medi-Cal adjudication and payment. If Contractor opts to bill Medicare directly then the claims adjudication data would be due monthly to Behavioral Wellness within 15 days following the close of each month.

e. **Submission of Claims for Medicare Services.** For Medi-Medi member services, services are to be entered into the SmartCare EHR system based on timeframes prescribed in the Behavioral Wellness Clinical Documentation Manual. Late service data and claims may only be submitted in accordance with State and federal regulations. 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.

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f. **Claims Processing and Payment.** Services provided to members who are eligible for Medicare and Medi-Cal (Medi-Medi) will be claimed based on the guidelines outlined in the DHCS Billing Manual and Centers for Medicare & Medicaid Services (CMS) guidance. Contractor will be reimbursed for dual eligible members at the Medi-Cal fee-for-service rates in the Exhibit B-3 consistent with the payment terms for Medi-Cal approved services. The Medicare payment received by the County will be reported to DHCS within the subsequent Medi-Cal claim, thereby reducing the charge to Medi-Cal by the paid Medicare amount. County will issue a single payment for the service, at the fee-for-service rate in Exhibit B-2. Alternatively, if Contractor bills Medicare directly, then the Medicare payment received by the contactor must be offset from the fee-for-service rates paid by the County or remitted to the County. Services for members with Medicare coverage only (not Medi-Medi) shall not be entered into SmartCare EHR, nor processed or paid by County. The fee schedule in Exhibit B-3 is therefore not applicable for Medicare only members. The Contractor is therefore solely responsible to follow all CMS regulations and provisions that govern Medicare member deductibles, co-pays and payments for services.

iii. **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 7.A.1.i (Submission of Claims for Medi-Cal Services) of this Exhibit B ADP/MHS. Actual cost is the actual amount paid or incurred, including direct labor and costs supported by financial statements, time records, invoices, and receipts.

B. **Timing of Payment.** The Program Contract Maximums specified in Exhibit B-1-MHS and this Exhibit B ADP/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

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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.

1. 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 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. Any fee-for-service Medi-Cal services that are not claimed during the fiscal year and require corrections and/or rebilling will be paid after Medi-Cal claiming for the period has concluded, which may be up to 12 months following the end of the fiscal year.

C. **Monthly Financial Statements.** (Reserved)

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

E. **Withholding of Payment for Unsatisfactory Clinical Documentation.** Behavioral Wellness Director or designee shall have the option to deny payment for services when documentation of clinical services does not meet minimum Federal, State and County written standards. County may also deny payment for services that are provided without a current member service plan when applicable authorities require a plan to be in place.

F. **Claims Submission Restrictions.**

1. **Alcohol and Drug Program - Billing Limit for Drug Medi-Cal Services**. (Reserved)

2. **Mental Health 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.

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

G. Claims Certification and Program Integrity.

1. 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.

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

8. REPORTS.

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

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

C. 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)

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days of receipt. Subrecipients of federal awards must also submit a copy of their Single Audit Certification indicated whether they are subject to this requirement within sixty (60) days after the end of the fiscal year.

D. Alcohol Drug Program. (Reserved)

9. CONTINGENCY PAYMENT PROVISIONS.

A. Contingency Invoicing Plan (CIP).

If the SmartCare EHR system causes delays or challenges to the extent that services cannot be claimed (and paid to the provider) within 45 days of the service month-end, the County will activate the Contingency Invoicing Plan (CIP) outlined below:

1. **Notification and Submission.** Within 4 calendar days of determining that claiming will be delayed beyond the standard claiming window, the County will initiate the CIP.
2. **Payment**. County shall issue payment based on the average value of Medi-Cal claims for the three-month period preceding initiation of the CIP. If sufficient claims data is not available, County shall instead issue payment equal to one-twelfth (1/12) of the Medi-Cal Patient Revenue contract allocation as specified in Exhibit B-1 MHS.
3. **Resolution and Adjustment.** If the EHR delays or challenges are resolved during the invoice processing period, payment will be based on the services claimed in the system instead of the CIP protocol. Any payments made under the CIP will be reconciled back to actual claimed services once the system claiming functionality is fully validated, and claiming issues are resolved.
4. **Monthly Determination.** The decision on whether to use CIP will be made by the Director of the Department of Behavioral Wellness or designee in his or her sole discretion on a monthly basis, considering the prevailing circumstances.

10. GENERAL FISCAL AUDIT REQUIREMENTS.

A. In addition to the requirements identified below, the Contractor and its subcontractors are required to meet the audit requirements as delineated in Exhibit C General Terms and Conditions and Exhibit D, Paragraph 7 of the Integrated Intergovernmental Agreement, the State Performance Agreement and Substance Use Block Grant.

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

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audit by DHCS. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of 45 C.F.R., Part 75, Subpart F and/or any independent Contractor audits or reviews. Objectives of such audits may include, but are not limited to, the following:

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

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

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

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

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

11. SUBSTANCE USE BLOCK GRANT. (RESERVED)

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12. 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 alcohol and drug program and/or 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 Drug Medi-Cal and/or Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County Behavioral Wellness will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County Behavioral Wellness. If an audit adjustment is appealed then the County may, at its own discretion, notify 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 described in the Section 14171 of the WIC and 22 C.C.R. Section 51022.

13. LOSS OF FEDERAL AUTHORITY.

A. Should any part of the scope of work under this Contract relate to a state program receiving Federal Financial Participation (FFP) that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which Center for Medicare & Medicaid Services (CMS) has withdrawn federal authority, or which is the subject of a legislative repeal), Contractor must do no work on that part after the effective date of the loss of such program authority. County will adjust payments that are specific to any state program or activity receiving FFP that is no longer authorized by law.

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B. If Contractor works on a state program or activity receiving FFP that is no longer authorized by law after the date the legal authority for the work ends, Contractor will not be paid for that work.

C. If County has paid Contractor in advance to work on a no-longer authorized state program or activity receiving FFP and under the terms of this Contract the work was to be performed after the date the legal authority ended, the payment for that work shall be returned to the County.

D. If Contractor worked on a state program or activity receiving FFP prior to the date legal authority ended for that state program or activity, and County paid Contractor for that work, Contractor may keep the payment for that work even if the payment was made after the date the state program or activity receiving FFP lost legal authority.

E. County will attempt to provide Contractor with timely notice of the loss of program authority, however, failure by County to provide notice of the loss of program authority shall not constitute a basis for Contractor to retain payments made for work performed following the date of the loss of program authority.

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EXHIBIT B ADP/MHS
GENERAL FINANCIAL PROVISIONS

(Applicable to programs described in Exhibit A-5 through A-7)

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

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

1. PAYMENT FOR SERVICES.

A. Alcohol and Drug Programs. (Reserved)

B. Mental Health Services.

1. Medi-Cal Programs. (Reserved)

2. Non-Medi-Cal Programs. For Non-Medi-Cal programs and costs, Contractor shall be compensated 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).

3. Medi-Cal Billable Services. (Reserved)

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

D. Funding Sources.

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

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Maximum Contract Amount and does not require an amendment to this Agreement.

E. Member Liability for Payment.

1. Alcohol and Drug Program. (Reserved)

2. Mental Health.

i. Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the member or persons acting on behalf of the member for any specialty mental health or related administrative services provided under this Agreement, except to collect other health insurance coverage, share of cost, and co-payments. (Cal. Code Regs., tit. 9, § 1810.365 (a).)

ii. Contractor shall not hold beneficiaries liable for debts in the event that County becomes insolvent; for costs of covered services for which the State does not pay County; for costs of covered services for which the State or County does not pay to Contractor; for costs of covered services provided under a contract, referral or other arrangement rather than from the County; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a member. (42 C.F.R. § 438.106 and Cal. Code Regs. tit 9, § 1810.365(c).)

iii. Contractor shall not bill members for covered services under a contractual, referral, or other arrangement with Contractor in excess of the amount that would be owed by the member if Contractor had directly provided the services. (42 U.S.C. § 1396u–2(b)(6)(C).)

F. Hold Harmless.

1. Contractor acknowledges and agrees DHCS assumes no responsibility for the payment of Contractor for services performed pursuant to this Agreement. County accepts sole responsibility for the payment of Contractor for services performed pursuant to this Agreement.

2. Contractor agrees to hold harmless both the State and members in the event County cannot or does not pay for services performed by Contractor pursuant to this Agreement.

2. MAXIMUM CONTRACT AMOUNT. The contract maximum shall consist of County, State, and/or Federal funds as shown in Exhibit B-1(s) and subject to the provisions in Section 1 (Payment for Services). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum

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Contract Amount for Contractor's performance hereunder without a properly executed amendment.

The Maximum Contract Amount of this Agreement shall not exceed $2,470,000 inclusive of:

A. Alcohol Drug Program Services. (Reserved)

B. Mental Health Services.

1. $2,470,000 in Mental Health funding, inclusive of $795,000 for FY 2026-27, $825,000 for FY 2027-28, and $850,000 for FY 2028-29.

3. OPERATING BUDGET AND FEE FOR SERVICE RATES.

A. Alcohol and Drug Program. (Reserved)

B. Mental Health Services. (Reserved)

C. Operating Budget. (Reserved)

D. Maximum Daily Rate.

1. County agrees to reimburse Contractor at the Maximum Daily Rate during the term of this Agreement, as specified in Exhibit B-1-MHS. "Maximum Daily Rate" means a daily rate paid for reimbursable MHRC, ARF, or SNF Services for a member for the day of admission and each day that services are provided excluding the day of discharge. The Maximum Daily Rate shall be inclusive of all services defined in this Agreement, except for transportation services on the day of admission and discharge to and from Contractor's facility, physician services, pharmacy, and other ancillary medical services. Other rates for special circumstances, besides those listed in Exhibit B-1 MHS, may be agreed to in writing by the Director of the Department of Behavioral Wellness and the individual program's administrator.

2. For licensed Skilled Nursing Facilities, except as approved by the California Department of Health Care Services (DHCS) pursuant to Title 9 CCR § 1810.438, the rate for the services described herein shall be the rate established by the DHCS, plus the "Enhanced Rate" if specified in Exhibit B-1, and in accordance with Title 22 CCR, §§ 51510, 51511, and 51511.1, 51535, and 51535.1.

3. Contractor shall be reimbursed for a day of service, at Maximum Daily Rate, when the member meets admission and/or continued stay criteria, documentation requirements, treatment and discharge planning requirements, as described in Exhibit A(s), and occupies a bed at 12:00

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midnight. A day of service may also be reimbursed by County if the member is admitted and discharged during the same 24-hour period provided that such admission and discharge is not within 24 hours of a prior discharge, as approved by County.

4. BHSA MEMBER FLEXIBLE SUPPORT FUNDS. (RESERVED)

5. 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 the:

1. Determination and collection of patient/member fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP);

2. Eligibility of patients/members for Medi-Cal, Medicare, private insurance, or other third party revenue, and

3. Collection, reporting and deduction of all patient/member and other revenue for patients/members receiving services hereunder.

4. 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.

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

2. ADP. (Reserved)

6. REALLOCATION OF PROGRAM FUNDING.

A. Funding is limited by program to the amount specified in Exhibit B-1-ADP and/or 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, ADP and/or MHS between programs, for the purpose of meeting specific

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program needs or for providing continuity of care to its members. 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.

7. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

A. Submission of Claims and Invoices.

1. Alcohol and Drug Program. (Reserved)

2. Mental Health Programs.

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

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

iii. Submission of Claims for Non Medi-Cal Programs. Contractor shall submit claims for services within 15 calendar days of the end of the month in which mental health services are delivered that, at minimum:

a. details the UOS provided for the month,

b. states the amount owed by County,

c. depicts any share of cost or other payments, and

d. includes the Agreement number and signature of Contractor's authorized representative. Claims shall be delivered electronically to the County at:

financecbo@sbcbwell.org
Santa Barbara County Department of Behavioral Wellness
ATTN: Accounts Payable
429 North San Antionio Road
Santa Barbara, CA 93110-1316

B. Timing of Payment.

1. 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.

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2. Contractor shall submit the member's medical chart along with the claim, if requested by County. Contractor agrees that it shall be solely liable and responsible for all data and information submitted by Contractor.

3. Contractor shall submit a claim for services to County only after exhausting all other reimbursement mechanisms, as described in Section 5 (Accounting for Revenues) of this Exhibit B-MHS.

4. The BWell Treatment Team or IMD Liaison identified in Section 7.A of Exhibit A-5 through A-7 shall review all service utilization and claims for payment submitted by Contractor for compliance with the terms of this Agreement and State, Federal and local requirements. County shall make provisional payment for approved claims within 30 calendar days of the receipt of said claim(s) by County subject to the contractual limitations set forth herein.

C. **Monthly Financial Statements.** (Reserved)

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

E. **Withholding of Payment for Unsatisfactory Clinical Documentation.** Behavioral Wellness Director or designee shall have the option to deny payment for services when documentation of clinical services does not meet minimum Federal, State and County written standards. County may also deny payment for services that are provided without a current member service plan when applicable authorities require a plan to be in place.

F. **Claims Submission Restrictions.**

1. **Alcohol and Drug Program - Billing Limit for Drug Medi-Cal Services**. (Reserved)

2. **Mental Health 12-Month Billing Limit.** (Reserved)

3. **No Payment for Services Provided Following Expiration/ Termination of Agreement.** Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by

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Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

G. Claims Certification and Program Integrity. (Reserved)

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

8. REPORTS.

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

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

C. 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. Subrecipients of federal awards must also submit a copy of their Single Audit Certification indicated whether they are subject to this requirement within sixty (60) days after the end of the fiscal year.

9. CONTINGENCY PAYMENT PROVISIONS. (RESERVED)

10. GENERAL FISCAL AUDIT REQUIREMENTS.

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A. In addition to the requirements identified below, the Contractor and its subcontractors are required to meet the audit requirements as delineated in Exhibit C General Terms and Conditions and Exhibit D, Paragraph 7 of the Integrated Intergovernmental Agreement, the State Performance Agreement and Substance Use Block Grant.

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.

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

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

11. SUBSTANCE USE BLOCK GRANT. (RESERVED)

12. AUDITS AND AUDIT APPEALS.

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 alcohol and drug program and/or 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 Drug Medi-Cal and/or Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County Behavioral Wellness will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County Behavioral Wellness. If an audit adjustment is appealed then the County may, at its own discretion, notify 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 described in the Section 14171 of the WIC and 22 C.C.R. Section 51022.

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13. LOSS OF FEDERAL AUTHORITY. (RESERVED)

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EXHIBIT B(S)
FINANCIAL PROVISIONS
ADP AND MHS

NON-DIRECT SERVICES

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EXHIBIT B
FINANCIAL PROVISIONS
NON-DIRECT SERVICES

(Applicable to programs described in Exhibit A-8)

This Agreement provides for reimbursement for services up to the maximum contract amount, reflected in Section 1 below.

1. **CONTRACT MAXIMUM.** For services to be rendered under this Agreement, Contractor shall be paid at the rate specified in Exhibit B-1 (Schedule of Rates and Contract Maximum), with a Maximum Contract Amount not to exceed **$15,000** for the period of July 1, 2026 through June 30, 2029. 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.

2. **PAYMENT.** Payment for services and/or reimbursement of costs shall be made upon Contractor's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A(s) Attachment 1. Payment for services shall be based upon the rates as defined in EXHIBIT B-1. Invoices submitted for payment that are based upon EXHIBIT B-1 must contain sufficient detail and provide supporting documentation to enable an audit of the charges. Invoice shall be paid within 30 days from receipt.

   A. The invoice must show:

      1. The Board Contract number;

      2. Date of training;

      3. The services performed or detailed statement of purchases with receipts;

      4. The rate and authorization form (if applicable); and

      5. The total charges must contain sufficient detail and/or provide supporting documentation to enable an audit of the charges.

   B. The Designated Representative or designee shall evaluate Contractor's satisfactory performance and quality of the services performed, based upon the scope and methodology contained in EXHIBIT A(s) Attachment 1, and if found to be satisfactory and within the terms of the contract, shall initiate payment processing.

   C. County reserves the right to request additional information from Contractor to verify the appropriateness of any invoice and to delay payment until it receives

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such information. County shall pay invoices or claims for satisfactory work within 30 days of presentation of invoice.

3. **INVOICES.** Invoices shall be emailed to **ap@sbcbwell.org**. In the event email fails, invoices can be mailed to the following address:

   Santa Barbara County
   Department of Behavioral Wellness
   ATTN: Accounts Payable
   429 North San Antonio Road
   Santa Barbara, CA 93110

4. **RATE.** County shall pay Contractor at the rate specified in EXHIBIT B-1 (Schedule of Rate and Contract Maximum).

5. **NO WAIVER.** County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.

6. **THIRD PARTY BILLING.** Contractor shall require that Professionals do not to bill patients, Medi-Cal, or other health insurance for services which Contractor bills to the County.

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EXHIBIT B(S)
FINANCIAL PROVISIONS
MHS

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EXHIBIT B-1 MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM

(Applicable to program(s) described in Exhibit(s) A-4)

CONTRACTOR NAME: Crestwood **FISCAL YEAR:** 2026-2028

Contracted Service	Service Type	Provider Group (4)	Practitioner Type	Rate (Avg. Direct Bill rate)	Medi-Cal Target	Medi-Cal Contract Allocation
Medi-Cal Billable Services	24-Hour Services	24-Hour Services	Adult Crisis Residential	$535.00	2,727	$1,458,945
	Outpatient Fee-For-Service	Behavioral Health Provider	Psychologist/ Pre-licensed Psychologist	$271.62	N/A	
			LPHA / Assoc. LPHA	$175.77	N/A	
			Certified Peer Recovery Specialist	$138.86	N/A	
			Rehabilitation Specialists & Other Qualified Providers	$135.56	N/A	$60,000
						$1,518,945

Contracted Service	Service Type	Program(s)	Reimbursement Method	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Outpatient Non-Medi-Cal Residential Services (1)	Crisis Residential South	Cal Patient Revenue Residential	$145,895
				$145,895

Total Contract Maximum **$1,664,840**

Contract Maximum by Program & Estimated Funding Sources			
	PROGRAM(S)		Total
Funding Sources (2)	Crisis Residential South		
Medi-Cal Patient Revenue Crisis Residential (3)	$ 1,458,945		$ 1,458,945
Medi-Cal Patient Revenue Outpatient (3)	$ 60,000		$ 60,000
BHSA Non-Medi-Cal Services	$ 145,895		$ 145,895
TOTAL CONTRACT PAYABLE PER FY:	**$ 1,664,840**		**$ 1,664,840**
TOTAL CONTRACT PAYABLE FY 26-28	**$ 3,329,680**		**$ 3,329,680**

CONTRACTOR SIGNATURE: Signed by: Elena Mashkevich C2FCF433A5064D2...

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) 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.

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

(4) Refer to taxonomy codes in Exhibit B-3 for billable practitioner types within each provider group.

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EXHIBIT B-1 MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM

(Applicable to program(s) described in Exhibit(s) A-5 through A-7)

CONTRACTOR NAME: Crestwood Behavioral Health

FISCAL YEARS: 2026-2027, 2027-2028, 2028-2029

Facility	Service Level	2026-27	2027-28	2028-29
San Jose MHRC	MHRC Level 3	$ 382	$ 393	$ 405
	MHRC Level 2	$ 392	$ 404	$ 416
	MHRC Level 1	$ 489	$ 504	$ 519
Bakersfield MHRC	MHRC Level 3	$ 372	$ 383	$ 394
	MHRC Level 2	$ 411	$ 423	$ 436
	MHRC Level 1	$ 453	$ 467	$ 481
	MHRC Level 1 (1:1)	$ 782	$ 805	$ 829
Sacramento MHRC	MHRC Level 3	$ 370	$ 381	$ 392
	MHRC Level 2	$ 408	$ 420	$ 433
	MHRC Level 1	$ 449	$ 462	$ 476
Modesto SNF/STP	SNF/STP Level 3	$ 76	$ 78	$ 80
	SNF/STP Level 2	$ 111	$ 114	$ 117
	SNF/STP Level 1	$ 149	$ 153	$ 158
Stockton SNF/STP	SNF/STP Level 3	$ 76	$ 78	$ 80
	SNF/STP Level 2	$ 111	$ 114	$ 117
	SNF/STP Level 1	$ 149	$ 153	$ 158
Bakersfield Bridge	Community Care Center/CCLD	$ 267	$ 275	$ 283
Fremont SNF	County Supplemental Rate	$ 179	$ 184	$ 190

Total Maximum Contract Amount FY 26-27	**$795,000**
Total Maximum Contract Amount FY 27-28	**$825,000**
Total Maximum Contract Amount FY 28-29	**$850,000**
Total Contract Maximum July, 1 2026 to June 30, 2029	**$2,470,000**

CONTRACTOR SIGNATURE: Signed by: Elena Mashkevich C2FCF433A5064D2...

FISCAL SERVICES SIGNATURE: DocuSigned by: Christie Boyer 96D40AB0C0AD408...

*In special situations, the maximum daily rate may be adjusted by the Director and/or his or her designee to accommodate clients with acute needs, additional monitoring, or medical complexity. Rate changes must be pre-authorized by Behavioral Wellness.

** Room and board for Medi-Cal eligible clients is covered by Medi-Cal and Behavioral Wellness is not responsible for such costs. County assumes responsibility for the room and board daily rate for non-Medi-Cal / indigent clients placed by the County. The room and board rate is paid in addition to the patch rate for Non-Medi-Cal clients. Room and board rates will be paid in accordance with Crestwood's published rate sheet should County place a client without a payor source.

***Bed hold rate is the client's current or estimated placement level for the facility.

****Admission at other Crestwood facilities not listed above will be paid in accordance with the Contractor's published rate sheet.

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EXHIBIT B-1 MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM

(Applicable to program(s) described in Exhibit(s) A-8)

SERVICE	DELIVERY	LENGTH	PARTICIPANTS	AUDIENCE	CEs	PRICE
Recovery Practices for Leaders – Peer Supervision	Onsite	2-days	Up to 30	Leadership/ Supervisory staff	11.5	$3,972.00
Recovery Practices for Organizations	Online or Onsite	8 Hours (two 4-hour sessions, if online)	16 (online) Up to 30 (onsite)	Non-supervisory staff (not PSS)	6	$2,922.00
Recovery Practices in Ethic and Law for Peer Support	Online	6 hours (two 3-hour sessions, or three 2-hour sessions)	Up to 14	Peer Support Specialists — CMPSS	6	$2,810.00
CMPSS Specialization for Parent, Caregiver, Family Member Peers	Online	40 Hours (10 days of 4-hour sessions)	Up to 16	Peer Support Specialists — CMPSS	32	$500/person
CMPSS Specialization for Justice Involved Peers	Online	40 Hours (10 days of 4-hour sessions)	Up to 16	Peer Support Specialists — CMPSS	32	$500/person
Recovery Responders (application for CMPSS specialization pending)	Online	40 Hours (10 days of 4-hour sessions)	Up to 16	Peer Support Specialists — CMPSS	32	$500/person
FY 2026-29 Total TRAINING SERVICES Contract Maximum value not to exceed $15,000						

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EXHIBIT B-2 MHS
ENTITY BUDGET BY PROGRAM
(RESERVED)

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EXHIBIT B-3 MHS
ENTITY RATES AND CODES BY SERVICE TYPE

(Applicable to program(s) described in Exhibit(s) A-4)

Code	Code Description	Code Type	Time Associated with Code for Purposes of Rate	Daily Rate
H0018	Adult Crisis Residential	24 Hour Service	1 Day (24 hour service)	$ 535.00

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EXHIBIT B-3 MHS
ENTITY RATES AND CODES BY SERVICE TYPE

(Applicable to program(s) described in Exhibit(s) A-4)

Behavioral Health Provider Fees

Provider type	Hourly Rate (Avg. Direct Bill rate)	Taxonomy Codes
LPHA	$175.77	1012, 101Y, 102X, 103K, 106H, 1714, 222Q, 225C, 2256
LCSW	$175.77	106E, 1041
Peer Recovery Specialist	$138.86	175T
Mental Health Rehab Specialist	$132.25	174H, 1837, 2217, 224Y 224Z, 2254, 225A, 2263, 246Y, 246Z, 2470, 374T, 376K
Community Health Worker	$135.56	172V
Other Qualified Providers	$132.25	171R, 3726, 373H, 374U, 376J

Code (1)	Code Description	Code Type	Time Associated with Code (Mins) for Purposes of Rate
98960	Education and training for patient self-management by a qualified, nonphysician health care professional using a standarized curriculum, face-to-face with the patient(may include caregiver/family) each 30 minutes; individual patient	Community Health Worker	30
98961	Education and training for patient self-management by a qualified, nonphysician health care professional using a standarized curriculum, face-to-face with the patient(may include caregiver/family) each 30 minutes; 2-4 patients	Community Health Worker	30
98962	Education and training for patient self-management by a qualified, nonphysician health care professional using a standarized curriculum, face-to-face with the patient(may include caregiver/family) each 30 minutes; 5-8 patients	Community Health Worker	30
G0019	Community health services to address social determinants of health (SDOH) needs that are significantly limiting the ability to diagnose or treat problems. SDOH may include income, education, language, access to health care, and other factors.	Referral & Linkage	60
G0022	Community health services to address social determinants of health (SDOH) needs that are significantly limiting the ability to diagnose or treat problems. SDOH may include income, education, language, access to health care, and other factors; additional 30 min	Referral & Linkage	30
H0033	Medication administration, direct observation, 15 minutes	Medication Support	15
H0034	Medication training and support, 15 minutes	Medication Support	15
H0034	Medication training and support, 15 minutes	Medication Support	15
H2011	Crisis intervention service, 15 minutes	Crisis	15
T1017	Targeted case management, 15 minutes	Referral & Linkage	15
H0025	Behavior health prevention education service (delivery of services with target population to affect knowledge, attitude and/or behavior) [Peer Support group session], 15 minutes	Peer Support	15
H0038	Self-help/peer services (individual) 15 minutes	Peer Support	15

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

(2) Provider taxonomy codes are identified in the Short Doyle Medi-Cal Billing Manual at https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx and are routinely updated by DHCS.

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EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

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

INDEMNIFICATION

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

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

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than Two Million Dollars ($2,000,000) per occurrence. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: ISO Form CA 00 01 covering any auto (Symbol 1), or if Vendor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), with limits no less than One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

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C. **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors or other vulnerable individuals, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, CONTRACTOR shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than Two Million Dollars ($2,000,000) per occurrence or claim.

D. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

E. **Professional Liability Errors and Omissions):** Insurance appropriates to the Consultant's/CONTRACTOR's profession, with limit no less than Two Million Dollars ($2,000,000) per occurrence or claim, Two Million Dollars ($2,000,000) aggregate.

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

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

2. **Other Insurance Provisions**

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

A. **Additional Insured Status** – The COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations.

B. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR's insurance coverage shall be primary and non-contributory at least as broad as ISO CG 20 01 12 19 as respects the COUNTY, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the

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COUNTY, its officers, officials, employees, volunteers, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it. This requirement shall also apply to any Excess or Umbrella liability policies.

C. Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.

D. Waiver of Subrogation Rights – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

3. Claims Made Policies – If any of the required policies provide coverage on a claims-made basis:

A. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4. Umbrella or Excess Policy - The CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying CGL insurance.

5. Acceptability of Insurers – All insurance coverage shall be placed with insurers authorized to conduct business in the State of California with a current AM Best's rating of no less than A: VII. All other insurers require prior approval of the COUNTY.

6. Verification of Coverage – CONTRACTOR shall furnish the COUNTY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) to the COUNTY before work begins. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

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A. **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; provided, however that any medical provider subcontractors shall be required to carry professional liability insurance with limits of at least One Million Dollars ($1,000,000) per occurrence or claim, Three Million Dollars ($3,000,000) aggregate.

7. **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.

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.

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.

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