

Board Contract # _____

**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS

AND

FAMILY SERVICE AGENCY
OF SANTA BARBARA COUNTY

FOR

ALCOHOL AND DRUG PROGRAMS

AND

MENTAL HEALTH SERVICES

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STANDARD TERMS

AND CONDITIONS

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara (hereafter County or Department), a political subdivision of the State of California, and **Family Service Agency of Santa Barbara County** (hereafter Contractor), a California non-profit corporation with an address at 123 W. Gutierrez, Santa Barbara, CA 93101, 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. Lisa Brabo at phone number (805) 965-1001 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:	Lisa Brabo, CEO Family Service Agency of Santa Barbara County 123 W. Gutierrez Santa Barbara, CA 93101 Phone: 805-965-1001 Fax: 805-965-2178

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

3. SCOPE OF SERVICES.

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

4. TERM.

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

5. COMPENSATION OF CONTRACTOR.

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

6. INDEPENDENT CONTRACTOR.

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

7. STANDARD OF PERFORMANCE.

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

8. DEBARMENT AND SUSPENSION.

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government

contracts, including but not limited to exclusion from participation from federal health care programs under Sections 1128 or 1128A of the Social Security Act. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES.

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

10. CONFLICT OF INTEREST.

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

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

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

Unless otherwise specified in Exhibit A(s), County shall have the nonexclusive right to use and copy 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”) not entirely funded by County. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys’ fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT.

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

13. COUNTY PROPERTY AND INFORMATION.

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

14. RECORDS, AUDIT, AND REVIEW.

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

Records in accordance with the general standards applicable to such book or record keeping and shall follow accounting practices and procedures sufficient to evaluate the quality and quantity of services, accessibility and appropriateness of services, to ensure fiscal accountability, and to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. All records must be capable of verification by qualified auditors.

- C. This Audit right will exist for 10 years from: the close of the State fiscal year in which the Agreement was in effect or if any litigation, claim, negotiation, Audit, or other action involving the Records has been started before the expiration of the 10-year period, the Records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 10-year period, whichever is later.
- D. Contractor shall retain all records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Agreement, including beneficiary grievance and appeal records identified in 42 C.F.R. § 438.416 and the data, information and documentation specified in 42 Code of Federal Regulations Sections 438.604, 438.606, 438.608, and 438.610 for the 10-year period as determined in Paragraph 14.C.
- E. If this Agreement is completely or partially terminated, the Records, relating to the work terminated shall be preserved and made available for the 10-year period as determined in Paragraph 14.C.
- F. Contractor shall ensure that each of its sites keep a record of the beneficiaries being treated at each site. Contractor shall keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to Welfare & Institutions Code Section 14124.1 and 42 C.F.R. Sections 438.3(h) and 438.3(u). Contractor shall retain such records for the 10-year period as determined in Paragraph 14.C.
- G. Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an Authorized Representative to inspect, audit or obtain copies of said records, the Contractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- H. The Authorized Representatives may audit Contractor at any time if there is a reasonable possibility of fraud or similar risk.
- I. Contractor agrees to include a similar right of Authorized Representatives to audit records and interview staff in any subcontract related to performance of this Agreement.
- J. If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County

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

15. INDEMNIFICATION AND INSURANCE.

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

16. NONDISCRIMINATION.

County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance. Contractor shall also comply with the nondiscrimination provisions set forth in Exhibits A-1 and A-4 to this Agreement.

17. NONEXCLUSIVE AGREEMENT.

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

18. NON-ASSIGNMENT.

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

19. TERMINATION.

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

1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
2. **For Nonappropriation of Funds.**
 - i. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not

forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.

- ii. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
 - iii. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.
3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.

B. By Contractor.

- 1. 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.
- 2. Contractor may, by written notice to County, terminate this Agreement in whole or in part at any time, whether for Contractor's convenience, for nonappropriation of funds, or because of the failure of County to fulfill the obligations herein.

- C. Upon Termination.** Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission,

permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

20. SECTION HEADINGS.

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

21. SEVERABILITY.

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

22. REMEDIES NOT EXCLUSIVE.

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

23. TIME IS OF THE ESSENCE.

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

24. NO WAIVER OF DEFAULT.

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

25. ENTIRE AGREEMENT AND AMENDMENT.

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

was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the Director of the Department of Behavioral Wellness. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

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

28. CALIFORNIA LAW AND JURISDICTION.

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

29. EXECUTION OF COUNTERPARTS.

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

30. AUTHORITY.

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

31. SURVIVAL.

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

32. PRECEDENCE.

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

33. COMPLIANCE WITH HIPAA.

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

34. COURT APPEARANCES.

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

35. MANDATORY DISCLOSURE.

A. Prohibited Affiliations.

1. Contractor shall not knowingly have any prohibited types of relationships with the following:
 - i. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)
 - ii. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. Section 2.101, of a person described in this Section. (42 C.F.R. § 438.610(a)(2).)
2. The Contractor and its subcontractors shall not have a relationship with an individual or entity that is excluded from participation in any Federal Health Care Program (as defined in Section 1128B(f) of the Social Security Act) under either Sections 1128, 1128A, 1156, or 18420(2) of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b); 42 U.S.C. § 1320c-5.)
3. The relationships described in paragraph A of this section, are as follows:
 - i. A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)
 - ii. A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2).)
 - iii. A person with beneficial ownership of 5 percent or more of the Contractor's equity. (42 C.F.R. § 438.610(c)(3).)

- iv. An individual convicted of crimes described in Section 1128(b)(8)(B) of the Social Security Act. (42 C.F.R. § 438.808(b)(2).)
- v. A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)
- vi. The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)

B. Written Disclosures.

1. **Written Notice of Prohibited Affiliations.** The Contractor shall provide to County written disclosure of any Prohibited Affiliations identified by the Contractor or its subcontractors. (42 C.F.R. § 438.608(c)(1).)
2. **Ownership or Controlling Interests.** Pursuant to 42 C.F.R. § 455.104, Medicaid providers, other than an individual practitioner or group of practitioners; fiscal agents; and managed care entities ("Disclosing Entities") must disclose certain information related to persons who have an "ownership or control interest" in the Disclosing Entity, as defined in 42 C.F.R. § 455.101. (For the purposes of this section "person with an ownership or control interest" means a person or corporation that – a. Has an ownership interest totaling five percent or more in a Disclosing Entity; b. Has an indirect ownership interest equal to five percent or more in a Disclosing Entity; c. Has a combination of direct and indirect ownership interests equal to five percent or more in a Disclosing Entity. d. Owns an interest of five percent or more in any mortgage, deed of trust, note, or other obligation secured by the Disclosing Entity if that interest equals at least five percent of the value of the property or assets of the Disclosing Entity.) The disclosure must include the following information:
 - i. The name, address, date of birth, and Social Security Number of any **managing employee**, as that term is defined in 42 C.F.R. § 455.101. For purposes of this disclosure, Contractor may use the business address for any member of its Board of Supervisors.
 - ii. The name and address of **any person (individual or corporation) with an ownership or control interest** in the Disclosing Entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
 - iii. Date of birth and Social Security Number (in the case of an individual).
 - iv. Other tax identification number (in the case of a corporation) with an ownership or control interest in the Disclosing Entity (or fiscal agent or

managed care entity) or in any subcontractor in which the Disclosing Entity (or fiscal agent or managed care entity) has a five percent or more interest.

- v. Whether the person (individual or corporation) with an ownership or control interest in the Disclosing Entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the Disclosing Entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Disclosing has a five percent or more interest is related to another person with ownership or control interest in the Disclosing Entity as a spouse, parent, child, or sibling.
 - vi. The name of any other Disclosing Entity in which an owner of the Disclosing Entity has an ownership or control interest.
 - vii. Is an officer or director of a Disclosing Entity that is organized as a corporation.
 - viii. Is a partner in a Disclosing Entity that is organized as a partnership.
3. **Timing for Disclosure of Ownership and Controlling Interests.** Contractor shall complete a *Disclosure of Ownership or Controlling Interest* form provided by County upon submitting a provider application; before entering into or renewing its contract; annually, upon request during the re-validation of enrollment process under 42 C.F.R. Section 455.104; within 35 days after any change of ownership; or upon any person newly obtaining an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets.
4. **Business Transactions. (42 C.F.R. § 455.105).**
- i. Contractor agrees to furnish to County or the Secretary of DHCS on request, information related to business transactions. Contractor shall submit, within 35 days of the date on a request by County or the Secretary of DHCS full and complete information about:
 - a. The ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - b. Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.
5. **Crimes.**
- i. **Violations of Criminal Law.** Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at

www.sam.gov. Failure to make required disclosures can result in any of the remedies for noncompliance described in 45 C.F.R. Section 75.371 and/or 2 C.F.R. § 200.338, including suspension or debarment. (See also 2 C.F.R. parts 180 and 376, and 31 U.S.C. § 3321.)

- ii. **Persons Convicted of Crimes Related to Federal Health Care Programs.** Contractor shall submit the following disclosures to County regarding its owners, persons with controlling interest, agents, and managing employee's criminal convictions prior to entering into this Agreement and at any time upon County's request:
 - a. The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
 - b. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. Section 455.101.
- iii. **Timing for Disclosures of Crimes.** The Contractor shall supply disclosures regarding crimes before entering into the contract and at any time upon the County or DHCS' request.

C. Lobbying. Contractor shall complete a Certification Regarding Lobbying as set forth in Exhibit D, Attachment 1, and, if applicable, a Lobbying Restrictions and Disclosure Certification as set forth in Exhibit D, Attachment 2, of this Agreement.

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

D. Remedies.

1. Denial of Federal Financial Participation (FFP) for Failure to Provide Timely Disclosures.

- i. FFP is not available in expenditures for services furnished by Contractors who fail to comply with a request made by the County or Secretary of DHCS under this section, Mandatory Disclosures, or under 42 C.F.R. § 420.205 (Medicare requirements for disclosure).
- ii. FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to the County or the Secretary of DHCS and ending on the day before the date on which the information was supplied.
- iii. A provider shall be required to reimburse those Medi-Cal funds received during any period for which material information was not reported, or reported falsely, to the County or DHCS (Welf. & Inst. Code § 14043.3).

- 2. Other Remedies.** County or DHCS may pursue any remedies provided by law, including but not limited to, the right to withhold payments, disallow costs, or issue a CAP, pursuant to Cal. Health and Safety Code, Section 11817.8(h) for Contractor's failure to provide required disclosures.

36. PROCUREMENT OF RECOVERED MATERIALS.

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

37. DOMESTIC PREFERENCES FOR PROCUREMENTS.

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

including optical fiber; and lumber.

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

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

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

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

40. PRIOR AGREEMENTS.

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

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Family Service Agency of Santa Barbara County**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2021.

COUNTY OF SANTA BARBARA:

By:

BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date:

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By:

Deputy Clerk

Date:

CONTRACTOR:

Family Service Agency of Santa Barbara County

By:

DocuSigned by:
Lisa Brabo
5656639A7B5017D
Authorized Representative

Name:

Lisa Brabo

Title:

Executive Director

Date:

6/8/2021

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By:

DocuSigned by:
Bo Bai
CAECD5445C0E408
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFER, CPA
AUDITOR-CONTROLLER

By:

DocuSigned by:
Robert Guis
02B49B53797F440...
Deputy

RECOMMENDED FOR APPROVAL:

PAM FISHER, PSY.D., ACTING
DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By:

DocuSigned by:
Pam Fisher
938974A72A024BB
Acting Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By:

DocuSigned by:
Ray Aromatorio
D3DB8528E16F47F
Risk Manager

THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:

EXHIBIT A – STATEMENT OF WORK

Alcohol and Drug Programs:

- EXHIBIT A-1 General Provisions: ADP
- EXHIBIT A-2 Primary Prevention Strengthening Families
- EXHIBIT A-3 Step Down Housing – Case Management Services

Mental Health Services:

- EXHIBIT A-4 General Provisions: MHS
- EXHIBIT A-5 Intensive In-Home
- EXHIBIT A-6 Managed Care Mental Health/Brief Therapy
- EXHIBIT A-7 School-Based Mental Health
- EXHIBIT A-8 Pathways to Well-Being

EXHIBIT B – FINANCIAL PROVISIONS

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

EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

EXHIBIT D – CERTIFICATIONS REGARDING LOBBYING

EXHIBIT E - PROGRAM GOALS, OUTCOMES, AND MEASURES

EXHIBIT A

STATEMENT OF WORK

ALCOHOL AND DRUG PROGRAMS

EXHIBIT A-1

STATEMENT OF WORK: ADP

GENERAL PROVISIONS

The following terms shall apply to all Alcohol and Drug Programs (“ADP”) operated under this Agreement, included as Exhibits A-2 through A-3, as though separately set-forth in the scope of work specific to each program.

1. PERFORMANCE.

- A. **Compliance with County, State and Federal Requirements.** Contractor shall adhere to all County requirements, all relevant provisions of the California Code of Regulations (C.C.R.) Title 9, Division 4, the Code of Federal Regulations (C.F.R.) Title 42 Part 438, and all relevant provisions of applicable law, including but not limited to Medicaid laws and regulations, including applicable sub-regulatory guidance, Health and Safety Code Section 11848.5, and Welfare and Institutions Code chapter 7, Sections 14000 et seq., that are now in force or which may hereafter be in force.
- B. **Enrollment with DHCS as Medicaid Provider.** Contractor shall be at all times currently enrolled with the California Department of Health Care Services as a Medicaid provider, consistent with the provider disclosure, screening and enrollment requirements of 42 C.F.R. part 455, subparts B and E.
- C. **Compliance with Drug Medi-Cal Organized Delivery System (DMC-ODS) Requirements.**
 - 1. Contractor shall abide by all applicable State Program Certification standards and regulations, and all applicable Medi-Cal contract provisions including the Special Terms and Conditions (STCs) of the DMC-ODS waiver, and by the Intergovernmental Agreement between the County Department of Behavioral Wellness (Department) and State Department of Healthcare Services (DHCS) for providing covered Drug Medi-Cal Organized Delivery System (DMC-ODS) services for Substance Use Disorder treatment, Agreement Number 18-95148, including but not limited to Articles I and II of Exhibit A Attachment I of the Intergovernmental Agreement, available at <http://www.countyofsb.org/behavioral-wellness/asset.c/5808>.
 - 2. It is acknowledged that DHCS is currently developing an amended or new Intergovernmental Agreement, and the Department anticipates entering into the amended or new Intergovernmental Agreement with DHCS in the coming months.
 - 3. Contractor shall comply with the Intergovernmental Agreement, Agreement Number 18-95148, which is incorporated by this reference, until such time as the amended or new Intergovernmental Agreement is entered into between the Department and DHCS, which the Parties anticipate will be substantially similar to

the Intergovernmental Agreement, Agreement Number 18-95148. Once the amended or new Intergovernmental Agreement is received, the Parties will review any changes and determine whether the amended or new Intergovernmental Agreement require amendments to this Agreement.

D. Compliance with SAPT Requirements.

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

2. STAFF.

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

1. **For Treatment Programs:**
 - i. HIPAA Privacy and Security Training;
 - ii. 42 C.F.R., Part 2 Training;
 - iii. Behavioral Wellness Code of Conduct Training;
 - iv. Cultural Competence Training;
 - v. Consumer and Family Culture Training;

- vi. *ASAM Multidimensional Assessment* by the Change Companies (only required once prior to providing DMC-ODS services);
- vii. *From Assessment to Service Planning and Level of Care* by the Change Companies (only required once prior to providing DMC-ODS services);
- viii. ADP Clinician's Gateway Training (only at hire, not annually);
- ix. DMC-ODS Documentation Training; and
- x. ADP ShareCare Training/CalOMS Data Entry (for ShareCare users only).

2. For Prevention Programs:

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

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

1. For Treatment Programs:

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

2. For Prevention Programs:

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

- ii. All applicable evidence-based prevention models and programs as agreed between provider and County in writing.
- C. **18 CEU Hours Alcohol and Other Drug Clinical Training.** All direct service staff who provide direct substance use disorder (SUD) treatment services are required to complete a minimum of 18 CEU hours of alcohol and other drug specific clinical training per year.
- D. **Continuing Medical Education in Addiction Medicine.** Contractor physicians shall receive a minimum of five hours of continuing medical education related to addiction medicine each year; training shall be documented in the personnel records.
- E. **Overdose Prevention Training.** Contractor shall:
 - 1. Ensure all direct treatment staff become familiar with overdose prevention principles and techniques, including through trainings and materials provided by Behavioral Wellness; and
 - 2. Make available and distribute prevention overdose materials, as provided by Behavioral Wellness, to all staff and clients.
- F. **Experienced Staff for Direct Client Services.** Staff hired to work directly with clients shall have competence and experience in working with clients with substance use disorders and co-occurring disorders.
- G. **Notice of Staffing Changes Required.** Contractor shall notify County of any staffing changes as part of the quarterly Staffing Report, in accordance with Section 4.C. (Staffing Reports). Contractor shall notify QCM ADP BwellQCMADP@SBCBWELL.org and bwellcontractsstaff@co.santa-barbara.ca.us within one business day for the unexpected termination of staff when staff separates from employment or is terminated from working under this Agreement, or within one week of the expected last day of employment or for staff planning a formal leave of absence.
- H. **Staff Background Investigations.** At any time prior to or during the term of this Agreement, the County may require that Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- I. **Staff Removal for Good Cause Shown.** County may request that Contractor's staff be immediately removed from working on the County Agreement for good cause during the term of the Agreement.
- J. **Denial or Termination of Facility Access.** County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor's staff who do not pass such

investigation(s) to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

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

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

- A. **Obtain and Maintain Required Credentials.** Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Drug Medi-Cal provider if Title 22 California Code of Regulations (C.C.R.) Drug Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(s) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to the Department of Behavioral Wellness Quality Care Management in alignment with *Department Policy #4.015 Staff Credentialing and Re-Credentialing*.
- B. **Pre-Registration Requirements for New AOD Counselors.** Contractor shall follow the pre-registration requirements for new alcohol and other drug (AOD) counselors in California. California law requires registration and certification of individuals providing AOD counseling services, as specified in Title 9 C.C.R., Division 4, Chapter 8, Section 13000 et seq. (This new requirement does NOT apply to counselors already registered with or certified by State approved and nationally-accredited agencies, or to interns registered with the California Board of Psychology or the California Board of Behavioral Sciences, in accordance with Title 9 C.C.R., Section 13015).
- C. **Confirmation of Staff Licensure/Certification.** In the event license/certification status of a staff member cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement per *Department Policy #4.015 Staff Credentialing and Re-Credentialing*.
- D. **Reduction of Services or Relocation.** Contractor shall not implement any reduction of covered services or relocations until the approval is issued by DHCS. Within 35 days of receiving notification of Contractor's intent to reduce covered services or relocate, the County shall submit, or require Contractor to submit, a DMC certification application to Provider Enrollment Division (PED). The DMC certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.
- E. **Keep Informed of Current Guidelines.** If Contractor is a participant in the Drug Medi-Cal Organized Delivery System, Contractor shall keep fully informed of all

current guidelines disseminated by the Department of Health Care Services (DHCS), Department of Public Health (DPH) and Department of Social Services (DSS), as applicable, including, but not limited to, procedures for maintaining Drug Medi-Cal certification of all its facilities in alignment with DHCS rules and regulations.

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

4. REPORTS.

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

1. Electronic Drug & Alcohol Treatment Access Report (DATAR) for each treatment site, per 45 Code of Federal Regulations (C.F.R.) Section 96.126. These reports shall be submitted using the DHCS DATAR system on a monthly basis and must be completed not later than 10 calendar days from the last day of the month.
2. Complete CalOMS County Admission Assessments and CalOMS County Discharge Assessments in the County MIS system for each client within 30 days from admission/discharge. CalOMS County Annual Update Assessments must be completed for clients in treatment for 12 continuous months or more and must be completed no later than 12 months from the admission date.
3. Contractor shall report to Behavioral Wellness monthly on the rate of timely completion of Comprehensive ASAM Assessments.

B. Prevention Programs. In accepting funds for prevention services from County, Contractor agrees to submit the following reports, to County:

1. **Monthly Primary Prevention Substance Use Disorder System electronic data.** Contractor shall document all project activity in PPSDS;
2. **Monthly Service Delivery Data.** Contractor shall enter all service delivery data documenting all activities conducted in support of SPP objectives into PPSDS according to budgeted Center for Substance Abuse Prevention (CSAP) strategy on a minimum of a monthly basis;
3. **Semi-annual Narrative Progress Reports.** Contractor shall provide semi-annual narrative progress reports to ADP by January 10th and July 10th for services provided during the term of this Agreement. Submissions should include all successes, challenges and progress made toward outcomes, as detailed in the Reporting template provided by Behavioral Wellness; and
4. **Submit Other Data Collected.** Contractor shall submit all environmental data collected and survey or focus group results to the ADP evaluator.

C. Staffing Reports. Contractor shall submit quarterly Staffing Reports to County. These reports shall be on a form acceptable to, or provided by the County, and shall report actual staff hours worked by position and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, hire

date, and, if applicable, termination date. The reports shall be received by County no later than 25 calendar days following the end of the quarter being reported.

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

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

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

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

5. BILLING DOCUMENTATION.

A. Enter Claims Using County MIS System. Contractor shall use County's MIS system to enter claims for all Drug Medi-Cal (DMC-ODS) services and all Intensive Outpatient Treatment, Rehabilitative/Ambulatory Outpatient or Outpatient Services – Group, and Rehabilitative/Ambulatory Outpatient Services – Individual Services, as specified in Exhibit B. Contractor shall document progress notes in the client's file. All progress notes shall adhere to Drug Medi-Cal guidelines and shall include, but not be limited to, i) the date the progress note was completed and ii) the start and end time of the documentation of the progress note. These notes will serve as documentation for

billable Drug Medi-Cal units of service. If Contractor and County have an agreement on file to upload services through a designated batch upload process, this upload process shall be completed within 10 calendar days of the end of the month in which the service was provided. If Contractor enters services directly into the ADP Electronic Health Record, claims shall be submitted to the County MIS Unit within 72 hours of service delivery.

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

6. DRUG MEDI-CAL VERIFICATION.

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

7. CONFIDENTIALITY.

- A. Maintain Confidentiality.** Contractor agrees to maintain the confidentiality of patient records and any other health and enrollment information that identifies a particular beneficiary pursuant to: Title 42 United States Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (C.C.R.) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Section 14100.2; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; Exhibit D(F), Paragraph 13; Exhibit F; and Paragraph 34 (Compliance with HIPAA) of this Agreement, to the extent that these requirements are applicable. Patient records must comply with all appropriate State and Federal requirements.

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

8. CLIENT AND FAMILY MEMBER EMPOWERMENT.

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

fair hearing procedures and timeframes as specified in 42 C.F.R. Section 438.400 through 42 C.F.R. Section 438.424.

9. CULTURAL COMPETENCE.

- A. Report on Capacity.** Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:
1. The number of Bilingual and Bicultural staff (as part of the quarterly staffing report), and the number of culturally diverse clients receiving Program services; and
 2. Efforts aimed at providing culturally competent services such as training provided to staff, changes or adaptations to service protocol, community education/outreach, etc.
- B. Communicate in Preferred Language.** At all times, the Contractor's Program(s) shall be staffed with personnel who can communicate in the client preferred language, or Contractor shall provide interpretation services, including American Sign Language (ASL).
- C. Bilingual Staff for Direct Service Positions.** Contractor will strive to fill direct service positions with bilingual staff in County's threshold language Spanish that is reflective of the specific needs of each region. Contractor percentage goals are calculated based on U.S. Census language data by region: Santa Barbara service area (including Goleta and Carpinteria) – 30%; Santa Maria service area (including Orcutt and Guadalupe) – 48%; and Lompoc service area (including Buellton and Solvang) – 33%.
- D. Cultural Considerations When Providing Services.** Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must also be printed in Spanish (threshold language).
- E. Services and Programs in Spanish.** Services and programs offered in English must also be made available in Spanish, if clients identify Spanish as their preferred language, as specified in subsection B above.
- F. Staff Cultural Training.** Contractor shall provide staff with regular training on cultural competence, sensitivity and the cultures within the community.

10. NOTIFICATION REQUIREMENTS.

- A. Notice to QCM.** Contractor shall immediately notify Behavioral Wellness' Quality Care Management (QCM) at 805-681-5113 in the event of:
1. Known serious complaints against licensed/certified staff;
 2. Restrictions in practice or license/certification as stipulated by a State agency;
 3. Staff privileges restricted at a hospital;

4. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations); or
 5. Any event triggering Incident Reporting, as defined in *Behavioral Wellness' Policy and Procedure #4.004, Unusual Occurrence Reporting*, available at <http://www.countyofsb.org/behavioral-wellness/policy/2975>.
- B. Notice to Compliance Hotline.** Contractor shall immediately contact the Behavioral Wellness' Compliance Hotline (805-884-6855) should any of the following occur:
1. Suspected or actual misappropriation of funds under Contractor's control;
 2. Legal suits initiated specific to the Contractor's practice;
 3. Initiation of criminal investigation of the Contractor; or
 4. HIPAA breach.
- C. Notice to Case Manager/Regional Manager/Staff.** For clients receiving direct services from both Behavioral Wellness and Contractor staff, Contractor shall immediately notify the client's Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the client's care, or the applicable Regional Manager should any of the following occur:
1. Side effects requiring medical attention or observation;
 2. Behavioral symptoms presenting possible health problems; or
 3. Any behavioral symptom that may compromise the appropriateness of the placement.
- D. Notice to Contracts Division.** Contractor may contact the Behavioral Wellness' Contracts Division at bwellcontractsstaff@co.santa-barbara.ca.us for any contractual concerns or issues.
- E. Definition of "Immediately."** "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. Contractor shall train all personnel in the use of the Behavioral Wellness Compliance Hotline (Phone number: 805-884-6855).
- F. Beneficiary's Health Record.** Contractor shall maintain and share, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).) Contractor shall ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with this Agreement, all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)

11. MONITORING.

- A. County Monitoring Process.** Contractor agrees to cooperate with the County's Monitoring process which ensures medical necessity (for Drug Medi-Cal services) appropriateness and quality of care, and an annual onsite review. This review may include clinical record peer review, client survey, and other program monitoring practices, as required by the Intergovernmental Agreement, Contract Number 18-

95148, and the Performance Agreement, Agreement Number 18-95274-A01. Contractor shall cooperate with these programs, and shall furnish necessary assessment and treatment plan information, subject to Federal or State confidentiality laws, and provisions of this Agreement.

- B. Periodic Review Meetings with Contractor.** County shall assign staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, documentation, fiscal and overall performance activity. Behavioral Wellness staff shall conduct periodic on-site reviews of Contractor's facility and program.
- C. County Corrective Action Plan.** Contractor shall comply with County Corrective Action Plan (CAP) requirements in order to address any deficiencies identified during the County's monitoring process. CAP's shall be submitted within the required timeframes and shall be documented on Contractor letterhead, shall provide a specific description of how the deficiency shall be corrected, and shall be signed and dated by program staff.

D. Fraud, Waste or Abuse.

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

12. COLLABORATIVE MEETINGS.

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

13. SIGNATURE PADS.

- A. County to Provide Signature Pads.** County shall purchase one signature pad for each physical address identified for Contractor's Alcohol and Drug Programs in this Agreement. The signature pad will be compatible with the County's Electronic Health Record (EHR), Clinician's Gateway. Contractor shall use the electronic versions of the Intake Form, Treatment Consent Form, Client Treatment Plan, Discharge Plan, and Medication Consent Form to ensure a complete client medical record exists within

Clinician's Gateway. Contractor shall obtain client signatures on these electronic documents using the signature pads. Upon initial purchase, County shall install the signature pads on Contractor's hardware and provide a tutorial for Contractor's staff. Contractor shall be responsible for ongoing training of new staff.

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

14. **ADDITIONAL PROGRAM REQUIREMENTS.**

- A. Coordination of Services.** Contractor shall provide services in coordination and collaboration with Behavioral Wellness, including Mental Health Services; the County Probation Department; other County departments; and other community based organizations, as applicable.
- B. Recovery Environment.** Contractor shall provide a safe, clean and sober environment for recovery.
- C. Provide DMC-ODS Beneficiary Handbook to Clients.** Contractor shall provide the County of Santa Barbara DMC-ODS Beneficiary Handbooks to all clients in an approved method listed in the *Department of Behavioral Wellness' Policy and Procedures #4.008 Beneficiary Information Materials*, upon beneficiary enrollment into DMC-ODS treatment program or upon request within five business days, and shall inform all clients of where the information is placed on the County website in electronic form. The Handbook shall contain all information specified in 42 C.F.R. Section 438.10(g)(2)(xi) about the grievance and appeal system.
- D. Provide Materials in English and Spanish.** Contractor shall make its written materials that are critical to obtaining services available to all clients in both English and Spanish including, at a minimum, provider directories, County of Santa Barbara Beneficiary Handbooks, appeal and grievance notices, denial and termination notices, and program curriculum. (42 C.F.R. § 438.10(d)(3)). Contractor shall maintain an adequate supply of County-provided written materials and shall request additional written materials from County as needed.
- E. Maintain Provider Directory.** Contractor shall collaborate with the County to maintain a current provider directory, as required by the Intergovernmental Agreement, Contract Number 18-95148, by providing monthly updates as applicable. Contractor shall ensure that all listing licensed individuals employed by the Contractor to deliver DMC-ODS services are included on the County provider directory with the following information:
1. Provider's name;
 2. Provider's business address(es);
 3. Telephone number(s);
 4. Email address;

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

F. Specific Curricula:

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

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

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

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

Contractor shall have client sign the Perinatal Services Attestation form and submit via email to BWellQCMADP@sbcbswell.org.

- J. Compliance with Requirements.** Contractor shall adhere to all applicable State, Federal, and County requirements, with technical assistance from Behavioral Wellness.
- K. Compliance with Grant Requirements.** Grant-funded services, such as those funded by Substance Abuse and Mental Health Services Administration (SAMHSA) shall adhere to the terms and conditions of the Notice of Grant Award, the original grant proposal, and any subsequent grant reapplications, as provided by Behavioral Wellness, if applicable.
- L. Attendance at Department ADP User Group and CBO Collaborative Meetings.** Contractor shall attend Behavioral Wellness ADP User Group and CBO Collaborative meetings to receive information and support in addressing treatment or prevention concerns.
- M. Recordkeeping Requirements.** Contractor shall retain, as applicable, the following information for a period of no less than 10 years:
 - 1. Beneficiary grievance and appeal records specified in 42 C.F.R. Section 438.416 and maintained in accordance with the Intergovernmental Agreement, Contract Number 18-95148, including at minimum, all of the following information:
 - i. A general description of the reason for the appeal or grievance.
 - ii. The date received.
 - iii. The date of each review, or if applicable, review meeting.
 - iv. Resolution at each level of the appeal or grievance, if applicable.
 - v. Date of resolution at each level, if applicable.
 - vi. Name of the covered person for whom the appeal or grievance was filed.
 - 2. Data, information and documentation specified in 42 C.F.R. Sections 438.604, 438.606, 438.608, and 438.610.
 - 3. Records for each service rendered, to whom it was rendered, and the date of service, pursuant to W&IC Section 14124.1 and 42 C.F.R. Sections 438.3(h) and 438.3(u).
 - 4. Should Contractor discontinue its contractual agreement with the County, or cease to conduct business in its entirety, Contractor shall provide to County its fiscal and program records for the required retention period. DHCS Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements located at <http://sam.dgs.ca.gov/TOC/1600.aspx>.
- N. Parity in Mental Health and Substance Use Disorder Benefits (42 C.F.R. § 438.900 et seq.)** To ensure compliance with the parity requirements set forth in 42 C.F.R. § 438.900 et seq., Contractor shall not impose, or allow its subcontractors, if any, to impose any financial requirements, Quantitative Treatment Limitations, or Non-Quantitative Treatment Limitations in any classification of benefit (inpatient,

outpatient, emergency care, or prescription drugs) other than those limitations permitted and outlined in the Intergovernmental Agreement, Contract Number 18-95148.

O. Timely Access to Services.

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

15. DEFINITIONS.

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

- A. Drug Medi-Cal Organized Delivery System (DMC-ODS).** The DMC-ODS is a Medi-Cal benefit in counties choosing to opt into and implement the Pilot program. DMC-ODS shall be available as a Medi-Cal benefit for individuals who are Medi-Cal eligible, meet the medical necessity criteria, and reside in Santa Barbara County. These services include Early Intervention, Outpatient Services, Intensive Outpatient Services, Residential Treatment Services, Opioid (Narcotic) Treatment Programs, Withdrawal Management, Naltrexone Treatment, Recovery Services, Physician consultation Perinatal Residential Treatment Services, and Case Management Services.
- B. CalWORKs.** CalWORKs is a program that provides cash aid and services to eligible needy California families, with the goal of transitioning them into the workforce. Through the CalWORKs program, funds are provided for alcohol and drug treatment for CalWORKs clients in order to help them obtain and retain employment. Services are provided through the County's network of providers. Treatment needs are identified in the client's Welfare-to-Work Plan.
- C. Licensed Practitioners of the Healing Arts (LPHA).** Professional staff shall be licensed, registered, certified, or recognized under California scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws. LPHA shall receive a minimum of five hours of continuing medical education related to addiction medication each year. LPHA include:
1. Physicians;
 2. Nurse Practitioners;
 3. Physician Assistants;

4. Registered Nurses;
5. Registered Pharmacists;
6. Licensed Clinical Psychologists;
7. Licensed Clinical Social Workers;
8. Licensed Professional Clinical Counselors;
9. Licensed Marriage and Family Therapists; and
10. Licensed Eligible Practitioners working under the supervision of Licensed Clinicians.

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

- D. Medical Necessity Criteria.** An individual shall have received a diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM) Fifth Edition for Substance-Related and Addictive Disorders with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders or be assessed to be at risk for developing substance use disorder (for youth under 21) and shall meet the ASAM criteria definition of medical necessity for services based on ASAM criteria as determined by a Medical Director or an LPHA. After establishing a diagnosis and documenting the basis for diagnosis, the ASAM Criteria shall be applied to determine placement into the level of assessed services. For beneficiaries in treatment prior to implementation of the DMC-ODS, Contractor must conduct an ASAM assessment by the due date of the next updated treatment plan or continuing services justification, whichever occurs first, and the beneficiary must be placed in the appropriate level of care if the assessment determines a different level of care is warranted. Adolescents are eligible to receive Medicaid services pursuant to the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate. Under the EPSDT mandate, beneficiaries under age 21 are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health conditions that are coverable under Section 1905(a) Medicaid authority. Nothing in the DMC-ODS overrides any of the EPSDT requirements.
- E. Substance Abuse Treatment Court (SATC).** SATC facilitates recovery of individuals within the criminal justice system by offering alternatives to traditional criminal processing for individuals with charges related to substance abuse. SATC provides a comprehensive and judicially monitored program of drug treatment and rehabilitation services for whom substance use disorder services are determined to be medically necessary and consistent with Title 22 C.C.R. Sections 51303 and 51341.1. Services include individual and group counseling, community referrals for ancillary services, and drug testing according to SATC Standards and Practices.
- F. Substance Abuse Mental Health Services Administration (SAMHSA).** SAMHSA is a division of the U.S. Department of Health and Human Services. SAMHSA aims to build resilience and facilitate recovery for people with or at risk for mental or substance use disorders. SAMHSA provides funding to support substance abuse treatment.

16. **NONDISCRIMINATION.**

A. State Nondiscrimination Provisions. During the performance of this Agreement, Contractor and its subcontractors shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or other protected category ("Protected Category") nor shall they discriminate unlawfully against any employee or applicant for employment because of a Protected Category. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (2 C.C.R. § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.8), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See 2 C.C.R. § 11105).

B. Federal Nondiscrimination Provision.

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

2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to a Protected Category.
3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of Paragraphs 16(B)(1) through (B)(7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal

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

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

17. GENERAL FISCAL AUDIT REQUIREMENTS.

- A. In addition to the requirements identified below, the Contractor and its subcontractors are required to meet the audit requirements as delineated in Exhibit C General Terms and Conditions and Exhibit D(F), Paragraph 7 of the Intergovernmental Agreement, Contract Number 18-95148.
- B. All expenditures of county realignment funds, state and federal funds furnished to the Contractor and its subcontractors pursuant to this Agreement are subject to audit by DHCS. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of 45 C.F.R., Part 75, Subpart F and/or any independent Contractor audits or reviews. Objectives of such audits may include, but are not limited to, the following:
1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting.
 2. To validate data reported by the Contractor for prospective contract negotiations.
 3. To provide technical assistance in addressing current year activities and providing recommendations on internal controls, accounting procedures, financial records, and compliance with laws and regulations.
 4. To determine the cost of services, net of related patient and participant fees, third party payments, and other related revenues and funds.
 5. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and contract requirements.

6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Agreement objectives.
- C. Unannounced visits to the Contractor and/or its subcontractors may be made at the discretion of DHCS.
- D. The refusal of the Contractor or its subcontractors to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part constitutes an express and immediate material breach of this Agreement and will be sufficient basis to terminate the Agreement for cause or default.
- E. Reports of audits conducted by DHCS shall reflect all findings, recommendations, adjustments and corrective actions as a result of its finding in any areas.
- G. Contractor and its subcontractors, if any, shall include in any contract with an audit firm a clause to permit access by DHCS to the working papers of the external independent auditor, and require that copies of the working papers shall be made for DHCS at its request.

18. STATE CONTRACT COMPLIANCE FOR ALL CONTRACT SERVICES.

- A. **Additional Contract Restrictions.** This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Agreement in any manner.
- B. **Exhibit D(F) to the Intergovernmental Agreement, Contract Number 18-95148.** The following provisions of the Intergovernmental Agreement are hereby incorporated by reference into this Agreement, Paragraphs: 2 Travel and Per Diem Reimbursement; 3 Procurement Rules; 4 Equipment Ownership/Inventory/Disposition; 5 Subcontract Requirements; 6 Income Restrictions; 7 Audit and Record Retention; 8 Site Inspection; 10 Intellectual Property Rights; 11 Air and Water Pollution; 12 Prior Approval of Training Seminars, Workshops or Conferences; 13 Confidentiality of Information; 14 Documents, Publications, and Written Reports; 17 Human Subjects Use; 19 Debarment and Suspension Certification; 20 Smoke-Free Workplace Certification; 24 Officials Not to Benefit; and 32 Public Communications; and 33 Lobbying Restrictions and Disclosure Certification.
- C. **Nullification of Drug Medi-Cal (DMC) Treatment Program Substance Use Disorder Services (if applicable).**
 1. The parties agree that if the Contractor fails to comply with the provisions of Welfare and Institutions Code (W&I) Section 14124.24, all areas related to the DMC Treatment Program substance use disorder services shall be null and void and severed from the remainder of this Agreement.
 2. In the event the Drug Medi-Cal Treatment Program Services component of this Agreement becomes null and void, an updated Exhibit B-1 will take effect reflecting the removal of federal Medicaid funds and DMC State General Funds

from this Agreement. All other requirements and conditions of this Agreement will remain in effect until amended or terminated.

- D. **Hatch Act.** Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- E. **No Unlawful Use or Unlawful Use Messages Regarding Drugs.** Contractor agrees that information produced through these funds, and which pertains to drug and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Sections 11999-11999.3). By signing this Agreement, Contractor agrees that it shall enforce these requirements.
- F. **Noncompliance with Reporting Requirements.** Contractor agrees that DHCS, through County, has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in this Agreement and in Exhibit A, Attachment I to the Intergovernmental Agreement, Contract Number 18-95148 (or as identified in Document 1F(a) to the Intergovernmental Agreement (Reporting Requirement Matrix for Counties).
- G. **Limitation on Use of Funds for Promotion of Legalization of Controlled Substances.** None of the funds made available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC § 812).

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

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

1. **Trading Partner Requirements.**

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

- iii. **No Unauthorized Uses.** County and Contractor hereby agree that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications. (45 C.F.R. Part 162.915 (c)).
 - iv. **No Changes to Meaning or Intent.** County and Contractor hereby agree that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification. (45 C.F.R. Part 162.915 (d)).
- 2. **Concurrence for Test Modifications to HHS Transaction Standards.** County agrees and understands that there exists the possibility that the State or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.
- 3. **Adequate Testing.** County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.
- 4. **Deficiencies.** County and Contractor agree to cure transactions errors or deficiencies identified by the DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.
- 5. **Code Set Retention.** Both Parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.
- 6. **Data Transmission Log.** Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between the Parties during the term of this Agreement. Each Party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.
- I. **Privacy and Security of Other Information Not Subject to HIPAA.** In addition to the HIPAA, Contractor shall comply with Exhibits F-2 and F-3 to the Intergovernmental Agreement, Contract Number 18-95148, with respect to personal information and personally identifiable information under the California Information

Practices Act, Cal. Civil Code Sections 1798 et seq., and Title 42 C.F.R., Chapter I, Subchapter A, Part 2.

- J. Counselor Certification.** Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, C.C.R., Division 4, Chapter 8.
- K. Cultural and Linguistic Proficiency.** To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Agreement shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards and comply with 42 C.F.R. 438.206(c)(2).
- L. Trafficking Victims Protection Act of 2000 (TVPA).** Contractor shall comply with the Trafficking Victims Protection Act of 2000 (22 U.S.C. Section 7104(g), as amended by Section 1702 of Pub.L. 112-239). The County has the authority to terminate the Agreement without penalty within thirty (30) days or to take any other remedial action authorized under 22 U.S.C. Section 7104b(c), if the Contractor: (a) Engages in severe forms of trafficking in persons during the period of time that the Agreement is in effect; (b) Procures a commercial sex act during the period of time that the Agreement is in effect; or (c) Uses forced labor in the performance of the Agreement or subcontracts under the Agreement, in accordance with TVPA of 2000 and in accordance with *Department Policy #12.002 Trafficking Victims Protection Act of 2000* found at: <https://cosantabarbara.app.box.com/s/xdltu9hq9xlvakn3bcaoa7t2hcmorphn>. Contractor must inform County immediately of any information Contractor receives from any source alleging a violation of a prohibition in this paragraph. For full text of the award term, go to: [https://uscode.house.gov/view.xhtml?req=\(title:22%20section:7104%20d%20edition:prelim\)%20OR%20\(granuleid:USC-prelim-title22-section7104%20d\)&f=treesort&edition=prelimhttps://cosantabarbara.app.box.com/s/nq9hcrb6qa8spnbwal95bqg4p1rjum3y&num=0&jumpTo=true](https://uscode.house.gov/view.xhtml?req=(title:22%20section:7104%20d%20edition:prelim)%20OR%20(granuleid:USC-prelim-title22-section7104%20d)&f=treesort&edition=prelimhttps://cosantabarbara.app.box.com/s/nq9hcrb6qa8spnbwal95bqg4p1rjum3y&num=0&jumpTo=true).
- M. Youth Treatment Guidelines.** Contractor will follow the California Youth Treatment Guidelines available at https://www.dhcs.ca.gov/individuals/Dohttps://cosantabarbara.app.box.com/s/nq9hcrb6qa8spnbwal95bqg4p1rjum3ycuments/Youth_Treatment_Guidelines_2002.pdf and incorporated by this reference, in developing and implementing youth treatment programs funded under this Agreement, until such time as new Youth Treatment Guidelines are established and adopted. No formal amendment of this Agreement is required for new guidelines to be incorporated into this Agreement.
- N. Nondiscrimination in Employment and Services.** By signing this Agreement, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Agreement by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.
- O. Federal Law Requirements.** Contractor shall comply with all applicable Federal laws including:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2. Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.
3. Title VIII of the Civil Rights Act of 1968 (42 USC § 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
4. Age Discrimination Act of 1975 (45 C.F.R. Part 90), as amended (42 USC Sections 6101 - 6107), which prohibits discrimination on the basis of age.
5. Age Discrimination in Employment Act (29 C.F.R. Part 1625).
6. Title I of the Americans with Disabilities Act (29 C.F.R. Part 1630) prohibiting discrimination against the disabled in employment.
7. Americans with Disabilities Act (28 C.F.R. Part 35) prohibiting discrimination against the disabled by public entities.
8. Title III of the Americans with Disabilities Act (28 C.F.R. Part 36) regarding access.
9. Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
10. Executive Order 11246 (42 USC § 2000(e) et seq. and 41 C.F.R. Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
11. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
12. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
13. Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, Subparts A – E).
14. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
15. Section 1557 of the Patient Protection and Affordable Care Act.
16. Contractor shall comply with the conflict of interest safeguards described in 42 C.F.R. Section 438.58 and with the prohibitions described in Section 1902(a)(4)(C) of the Social Security Act applicable to contracting officers, employees, or independent Contractors.

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

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

Q. Investigations and Confidentiality of Administrative Actions.

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

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

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

1. Title 21, C.F.R. Part 1300 et seq., Title 42, C.F.R., Part 8;
2. Drug Medi-Cal Certification Standards for Substance Abuse Clinics;
3. Title 22, C.C.R., Sections 51341.1, and 51490.1;
4. Standards for Drug Treatment Programs (October 21, 1981);
5. Title 9, C.C.R., Division 4, Chapter 4, Subchapter 1, Section 10000 et seq.;
6. Title 22, C.C.R., Section 51000 et seq.;
7. HSC, Division 10.5, commencing with Section 11760;
8. Title 9, C.C.R., Division 4, Chapter 8, commencing with Section 13000;

9. Government Code Section 16367.8;
10. Title 42, C.F.R., Sections 8.1 through 8.6;
11. Title 21, C.F.R., Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and
12. State Administrative Manual (SAM), Chapter 7200 (Governmental Accounting and Reporting).

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

T. Control Requirements.

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

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

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

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

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

A. General Provisions.

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

B. Additional Control Requirements.

1. In accepting DHCS drug and alcohol SABG allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall establish written policies and procedures consistent with these requirements:
 - i. C.C.R. Title 9, Division 4, commencing with Section 9000.
 - ii. Government Code Title 2, Division 4, Part 2, Chapter 2, Article 1.7, commencing with Section 16366.1.
 - iii. Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130.
 - iv. Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x- 53, 300x-57, and 300x-64 through 66.
 - v. Title 2, C.F.R. part 200 -The Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards.
 - vi. Title 45, C.F.R., Sections 96.30 through 96.33 and Sections 96.120 through 96.137.
 - vii. Title 42, C.F.R., Sections 8.1 through 8.6.
 - viii. Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, Subparts A-E).
 - ix. Title 21, C.F.R., Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances
 - x. State Administrative Manual (SAM), Chapter 7200 (Governmental Accounting and Reporting).
2. Contractor shall be familiar with the above laws, regulations, and guidelines and shall ensure that its subcontractors, if any, are also familiar with such requirements.
3. Contractor and all its subcontractors shall comply with the Minimum Quality Drug Treatment Standards for DMC-ODS treatment programs either partially or fully funded by DMC-ODS. The Minimum Quality Drug Treatment Standards for DMC-ODS are located at: <http://countyofsb.org/behavioral-wellness/asset.c/5010>. The incorporation of any new Minimum Quality Drug Treatment Standards into this Agreement shall not require a formal amendment.

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

C. Additional Contract Compliance Provisions.

1. **Restriction on Distribution of Sterile Needles.** No funds made available through this Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting-drug-users with Substance Abuse Prevention and Treatment Block Grant funds.
2. **Nondiscrimination and Institutional Safeguards for Religious Providers.** In order to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42 C.F.R. Part 54, Contractor is required to submit to the County ADP Program Manager, the "Survey on Ensuring Equal Opportunity for Applicants" form, available from ADP Program Director, to identify if the organization is a religious provider. Contractor shall not use funds provided through this Agreement for inherently religious activities, such as worship, religious instruction, or proselytization. If Contractor conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds from the Department. Contractor may not discriminate against a client or prospective client on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Contractors identifying as religious organizations shall establish a referral process to a reasonably accessible alternative program for clients who may object to the religious nature of the Contractor's Program. Referrals that were made due to the religious nature of the Contractor's Program shall be submitted within three (3) days to the County.
3. **Intravenous Drug Use (IVDU) Treatment.** Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo alcohol and other drug (AOD) treatment (42 USC § 300x-23; 45 C.F.R. § 96.126(e)).
4. **Tuberculosis Treatment.** Contractor shall ensure the following related to Tuberculosis (TB):
 - i. Routinely make available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;
 - ii. Reduce barriers to patients' accepting TB treatment; and

- iii. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.
5. **Tribal Communities and Organizations.** County shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/AN communities within the County.
 6. **Perinatal Practice Guidelines.** As applicable, Contractor shall be properly certified to provide perinatal DMC services and shall comply with the applicable requirements contained in Article III. PP of the Intergovernmental Agreement, Exhibit A, Attachment I. Contractor must also comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The “*Perinatal Practice Guidelines*” are incorporated by reference. The Contractor must comply with the current version of these guidelines: https://www.dhcs.ca.gov/Documents/CSD_KS/CSD%20Perinatal%20Services/Perinatal-Practice-Guidelines.pdf, until new Perinatal Practice Guidelines are established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Agreement shall not require a formal amendment.

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

Contractor shall comply with the Lobbying Restrictions and Disclosure requirements included in Exhibit D(F) to the Intergovernmental Agreement, Contract Number 18-95148.
 8. **Information Access for Individuals with Limited English Proficiency.**
 - i. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code Sections 7290-7299.8)

regarding access to materials that explain services available to the public as well as providing language interpretation services.

- ii. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 C.F.R. Part 92), including, but not limited to, 45 C.F.R., Section 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

EXHIBIT A-2
STATEMENT OF WORK: ADP
PRIMARY PREVENTION STRENGTHENING FAMILIES

1. PROGRAM SUMMARY.

The Contractor shall provide Family Support Services (hereafter “the Program”) to youth and families (hereafter “clients”) who have emotional or behavioral difficulties and who may benefit from family support. Program staff work as a team to address family strengthening through a system of patterns of interactions, positive reinforcement, and enhancing the family dynamic using communication through an effective evidenced-based program. Program services are structured to maximize clients’ existing strengths, assets and capacities. The Program provides interventions, linkages, and services for on-going support for learning, behavior, substance abuse, and emotional problems. The Program will implement the Strengthening Families Program (SFP), which is a nationally and internationally recognized parenting and family strengthening program for high-risk and general population families. SFP is an evidence-based family education and skills training program found to significantly improve parenting skills and family relationships, reduce problem behaviors, delinquency and alcohol and drug abuse in children, and to improve social competencies and school performance. The Program shall serve the Lompoc, Santa Barbara, and Santa Maria areas. The Program shall be located at:

- A. South County headquarters - 123 West Gutierrez, Santa Barbara, California;
- B. Mid-County headquarters - 101 South B Street, Lompoc, California; and
- C. North County headquarters - 105 N. Lincoln Street Santa Maria, California.

2. PROGRAM GOALS.

Contractor shall be responsible for achieving County Strategic Prevention Plan (SPP) goals available at: <http://countyofsb.org/behavioral-wellness/asset.c/5010>.

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

- A. Decrease underage drinking.
- B. Decrease marijuana use among youth.

3. DEFINITIONS.

- A. **Primary Prevention – Universal Prevention:** Primary Prevention programs are paid by Substance Abuse Prevention and Treatment (SAPT) Prevention Set Aside funding and must be used to implement universal prevention strategies. Universal prevention strategies address the entire population (national, local community, school and neighborhood) with messages and programs aimed at preventing or delaying the abuse

of alcohol, tobacco, and other drugs. For example, it would include the general population and subgroups such as pregnant women, children, adolescents, and the elderly. The mission of universal prevention is to prevent the problem. All members of the population share the same general risk for substance abuse, although the risk may vary greatly among individuals. Universal prevention programs are delivered to large groups without any prior screening for substance abuse risk. The entire population is assessed as at-risk for substance abuse and capable of benefiting from prevention programs.

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

4. SERVICES.

Contractor shall provide the following services to implement SPP outcome-based objectives and Universal Prevention strategies, as described herein, and in accordance with Exhibit E Program Goals, Outcomes, and Measures - ADP:

A. Demonstrate Implementation of All Aspects of the Strengthening Families Program (SFP) to adhere to the curriculum requirements:
(<https://www.strengtheningfamiliesprogram.org/index.html>).

1. Contractor shall implement the Strengthening Families curriculum to a minimum of fifteen to twenty-three (15-23) underserved families in each of the designated regions of Santa Barbara County (South, West, and North).
2. Contractor shall focus on parents and youth within high-risk families, specifically with youth ages 7-17 years old.
3. Contractor shall provide the full ten to fourteen (10-14) week SFP sessions a minimum of two (2) times per year.
4. Contractor shall facilitate separate English and Spanish-speaking groups based on the primary language of the families who are registered for the Program.
5. Contractor shall provide a family meal in conjunction with each SFP weekly session.
6. Contractor shall coordinate childcare for younger siblings as needed.

B. Decrease Underage Drinking.

1. Contractor shall implement outreach and educational services for families to learn about risks of underage drinking and increase protective factors to reduce underage drinking. (CSAP Strategies: *Education, Information Dissemination*.)

C. Decrease Marijuana Use Among Youth.

1. Contractor shall implement outreach and educational services for families to learn about risks of marijuana use and increase protective factors to reduce marijuana use among youth. (CSAP Strategies: *Education, Information Dissemination.*)

5. STAFFING.

A. Contractor shall provide the following staffing:

1. 0.55 full-time equivalent (FTE) trained facilitators/educators;
2. 0.13 FTE childcare providers;
3. 0.54 FTE site coordinators;
4. 0.04 FTE Program Data Compliance Specialist who shall be solely dedicated to the data analysis and structuring of the data and reports for required program outcomes and impact; and
5. 0.10 FTE supervisory staff (which includes Clinical Supervisor, Clinical Director, Program Director, Program Supervisor).

B. Contractor shall identify a minimum of two (2) Program staff to participate in a County-sponsored SFP training in order to serve as facilitators for the Strengthening Families Program and participate in on-going technical assistance as identified.

6. ADDITIONAL PROGRAM REQUIREMENTS.

A. Contractor shall work closely with County staff to ensure a two-way flow of communication for effective Program implementation and to receive technical assistance as needed.

B. Contractor shall partner and collaborate with other County funded Prevention Providers, including:

1. Attendance at quarterly Partners in Prevention meetings to evaluate progress toward program goals and outcomes.

C. Contractor shall collaborate with County staff in order to collect and maintain all data entry requirements as follows:

1. Implement the designated SFP pre- and post-tests as designed.
2. Submit SFP pre- and post-tests as instructed by County.
3. Enter data monthly into the *Primary Prevention Substance Use Disorder Data (PPSDS)* system, previously Cal-OMS.
4. Completion of Contract Review Reporting Template on a quarterly basis.
5. Additional reporting and data collection as needed.

D. Contractor shall prepare for and participate in annual County monitoring site visits and shall provide current information to County on all program activities, including:

1. Contractor shall provide County with thirty (30) days' advance written notice of training sessions and public or community events that the Contractor plans to sponsor.

2. Contractor shall submit to County all media campaigns and outreach materials for approval prior to distribution.
 3. Contractor shall submit to County all evaluation, pre- and post-test and survey results summaries.
 4. Contractor shall prepare documentation and materials to review in advance of County formal site visits.
 5. Contractor shall complete any Corrective Action Plans (CAP) generated by the County as a result of formal site visits. CAPs are due within thirty (30) days of receipt.
 6. Contractor shall enter collected data into FSA's database.
 7. Contractor shall monitor number of sessions, class attendees, overall class completions, family completions, partial family completions, youth clients, and adult clients.
 8. Contractor shall provide data and summary to SUD/ADP Evaluator for analysis.
- E.** Contractor shall provide services in coordination and collaboration with Behavioral Wellness, including Mental Health Services, Probation, other County departments, and other community-based organizations, as applicable.
- F.** Contractor shall adhere to all applicable State, Federal, and County requirements, with technical assistance from Behavioral Wellness.
- G.** Contractor shall attend Behavioral Wellness ADP Provider meetings as needed to receive information and support to implement prevention programs.
- H.** Contractor shall attend all Partners in Prevention (PIP) meetings and participate in all County-sponsored prevention trainings.
- I.** Contractor shall attend relevant conferences and trainings related to Alcohol and Drug Prevention, youth leadership and development, environmental strategies, and best practices.
- J.** Contractor shall attend grant writing workshops or participate in training that increases Contractor's ability to sustain programs and Contractor capacity.

EXHIBIT A-3
STATEMENT OF WORK: ADP
STEP DOWN HOUSING – CASE MANAGEMENT SERVICES
Effective July 1, 2021 – June 30, 2023

1. PROGRAM SUMMARY: Contractor will provide case management services to homeless, low income, and low risk clients with mental illness and co-occurring substance abuse disorders who are participating in the Good Samaritan Step Down Housing Program, located at 421 Alisos Street, Santa Barbara, California. Services will be provided in coordination with Homeless Shelter or Residential Program staff, and Behavioral Wellness Clinic staff, if applicable (hereafter, the “Treatment Team”). Contractor will also provide residents with referrals to other community resources, assistance with personal needs and health/hygiene, and coordination with other community service providers (all services collectively referred to as the “Program”). Contractor shall comply with all requirements of the Proposition 47 Grant Agreement between the County and the California Board of State and Community Corrections (Contract Number BSCC 506-19), available at www.countyofsb.org/behavioral-wellness. Contractor agrees that in the event of any inconsistency between this Agreement and the Proposition 47 Grant Agreement, the latter shall prevail.

2. PROGRAM GOALS.

A. Integrate services with Behavioral Wellness clinics, Good Samaritan, and other Community Based Organizations and/or Agencies (CBO/CBA) to:

1. Deliver seamless services to avoid gaps in service;
2. Facilitate recovery;
3. Empower residents by providing skill building assistance;
4. Improve independent living skills;
5. Identify, apply, obtain, and maintain stable/permanent housing for clients; and
6. Reduce recidivism into the criminal justice system and acute hospitalization systems.

3. SERVICES. Contractor shall provide the following services, as needed, for a particular client in their recovery process and to assist the client retain permanent residency:

A. Contractor shall provide case management and referral services as a linkage for homeless mentally ill and/or co-occurring mental health and substance use disordered clients residing at the Good Samaritan Step Down Housing program, with particular emphasis on supporting clients screened and referred by Sobering Center staff.

B. Contractor shall provide Case Management (CM) services including, but not limited to:

1. Administer professionally indicated evaluation instruments and bring information attained to Treatment Team for Client Service Planning, if applicable;

2. Consult with other members of the Treatment Team, if applicable;
 3. Conduct case conferences with all persons involved with each client's treatment;
 4. Assist clients with linkage to natural community resources;
 5. Assist clients with accessing benefits including but not limited to housing and Medi-Cal;
 6. Advocacy;
 7. Link clients to available community resources including, but not limited to, mental health treatment services;
 8. Encourage social skills development;
 9. Refer clients to in-home supportive care when needed;
 10. Assist clients in permanent housing placement; and
 11. Work in collaboration with Good Samaritan to obtain necessary documentation from the clients, such as a Release of Information (ROI) form, which will serve as aid to link client to the proper services.
4. **CLIENTS.** Contractor shall provide services described in Section 3 (Services) above to an estimated twenty (20) individuals at any given time residing at the Good Samaritan Step Down Housing program.
 5. **STAFFING.** Contractor shall provide the following staffing:
 - A. 0.91 full-time equivalent (FTE) Licensed Practitioner of the Healing Arts (LPHA) or LPHA intern who shall provide the services in accordance with this Exhibit A-3 within 72 hours of placement in Good Samaritan's Step Down Housing Program.
 - B. 0.03 FTE supervisory staff (which includes Clinical Director, Clinical Manager, Program Director, Program Manager).
 6. **DOCUMENTATION AND REQUIREMENT.**
 - A. Provide a quarterly report to Behavioral Wellness, which shall be received no later than seven (7) calendar days following the end of each quarter to include, but not be limited to, the following:
 1. Services provided;
 2. Number of clients assisted in obtaining stable/permanent housing;
 3. Assistance in helping the Sobering Center document the following services:
 - i. Contractor shall document number of clients referred to serious mental illness (SMI)/substance use disorder (SUD) treatment; and
 - ii. Number of clients engaged in SMI/SUD treatment.
 - B. Collect and provide other data requirements for evaluation purposes for Proposition 47 Grant funding as requested by County.

MENTAL HEALTH SERVICES

EXHIBIT A-4 - MHS GENERAL PROVISIONS

The following provisions shall apply to all Mental Health Services Programs operated under this Agreement, included as Exhibits A-5 through A-8, as though separately set-forth in the scope of work specific to each program.

1. PERFORMANCE.

A. Contractor shall adhere to all applicable County, State, and Federal laws, including the applicable sections of the state Medicaid plan and waiver, in the performance of this Agreement, including but not limited to the statutes and regulations referenced therein and those set forth below. Contractor shall comply with any changes to these statutes and regulations that may occur during the Term of the Agreement and any new applicable statutes or regulations without the need for amendments to this Agreement. Contractor's performance shall be governed by and construed in accordance with, the following:

1. All laws and regulations, and all contractual obligations of the County under the County Mental Health Plan ("MHP") (Contract No. 17-94613) between the County Department of Behavioral Wellness (the Department) and the State Department of Health Care Services (DHCS), available at www.countyofsb.org/behavioral-wellness, including but not limited to subparagraphs C and F of the MHP, Exhibit E, Paragraph 7, and the applicable provisions of Exhibit D(F) to the MHP referenced in Paragraph 19.D of this Exhibit. Contractor shall comply with the MHP, Contract Number 17-94613, which is incorporated by this reference, until such time as an amended or new MHP Agreement is entered into between the Department and DHCS, which the parties anticipate will be substantially similar to the MHP Agreement, Contract Number 17-94613. Once the amended or new MHP Agreement is received, the parties will review any changes and determine whether the amended or new MHP Agreement require amendments to this Agreement;
2. The Behavioral Wellness Steering Committee Vision and Guiding Principles, available at www.countyofsb.org/behavioral-wellness;
3. All applicable laws and regulations relating to patients' rights, including but not limited to Welfare and Institutions Code Section 5325, California Code of Regulations, Title 9, Sections 862 through 868, and 42 Code of Federal Regulations Section 438.100;
4. All applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions;
5. California's Mental Health Services Act;
6. California Code of Regulations Title 9, Division 1; and

7. 42 C.F.R. § 438.900 *et seq.* requiring provision of services to be delivered in compliance with federal regulatory requirements related to parity in mental health and substance use disorder benefits.

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

2. STAFF.

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

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

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

D. Contractor shall notify County of any staffing changes as part of the quarterly Staffing Report, in accordance with Section 4.A. (Staffing) below. Contractor shall notify County in writing at bwellcontractsstaff@co.santa-barbara.ca.us within one business day for the unexpected termination of staff when staff separates from employment or is terminated from working under this Agreement, or within one week of the expected last day of employment or for staff planning a formal leave of absence.

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

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

- G. County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County, or whose conduct is incompatible with County facility access.
- H. Disqualification, if any, of Contractor staff, pursuant to this Section regarding Staff or any other provision of law, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

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

- A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certifications (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to Behavioral Wellness QCM Division, upon request.
- B. In the event the license/certification status of any Contractor staff member cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement.
- C. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall keep fully informed of and in compliance with all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities, and the requirements of *Department of Behavioral Wellness' Policy and Procedure #4.005 – Site Certification for Specialty Mental Health Services*.

4. **REPORTS.**

- A. **Staffing.** Contractor shall submit quarterly staffing reports to County. These staffing reports shall be on a form acceptable to, or provided by, County and shall report actual staff hours worked by position and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, hire date, and, if applicable, termination date. The staffing reports shall be received by County no later than 25 calendar days following the end of the quarter being reported.
- B. **Programmatic.** Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than 25 calendar days following the end of the quarter being reported. Programmatic reports shall include the following:
 - 1. Contractor shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps will be taken to achieve satisfactory progress;

2. Contractor shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and Certifications, changes in population served and reasons for any such changes;
3. The number of active cases and number of clients admitted/ discharged; and
4. The Measures described in Exhibit E, Program Goals, Outcomes and Measures, as applicable, or as otherwise agreed by Contractor and County per Exhibit E MHS. In addition, Contractor may include any other data that demonstrate the effectiveness of Contractor's programs.

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

D. Additional Reports.

1. Contractor shall maintain records and make statistical reports as required by County and DHCS or other government agency, on forms provided by or acceptable to the requesting agency. In addition to reports required under this Agreement, upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.
2. As a condition of funding for Quality Assurance (QA) activities, Contractor QA staff shall provide a monthly report to QCM consisting of documentation reviews performed, associated findings, and corrective action. The QA reports shall be received by County no later than 25 calendar days following the end of the month being reported.

5. BACKGROUND CHECKS.

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

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

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

2. Conviction of a criminal offense related to a person's involvement with Medi-care, Medi-Cal, or any other Title XX or XXI program in the last 10 years (42 C.F.R. § 455.416, 42 C.F.R. § 455.106).
6. **MEDI-CAL VERIFICATION.** Contractor shall be responsible for verifying client's Medi-Cal eligibility status and will take steps to reactivate or establish eligibility where none exists.
 7. **SITE STANDARDS.**
 - A. Contractor agrees to comply with all Medi-Cal requirements including, but not limited to those specified in the *Department of Behavioral Wellness' Policies and Procedures*, referenced in Section 17 (Additional Program Requirements), and be approved to provide Medi-Cal services based on Medi-Cal site certification, per *Department of Behavioral Wellness' Policy and Procedure #4.005- Site Certification for Specialty Mental Health Services*.
 - B. For programs located at Contractor's sites, Contractor shall develop and maintain a written disaster plan for the Program site and shall provide annual disaster training to staff that addresses, at a minimum: emergency staffing levels for the continuation of services under the Program, patient safety, facility safety, safety of medication storage and dispensing medication, and protection of client records, as required by this Agreement.
 8. **CONFIDENTIALITY.**
 - A. Contractor, its employees, agents, or subcontractors agree to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; Title 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Section 14100.2; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Paragraph 34 (Compliance with HIPAA) of this Agreement, as applicable. Patient records must comply with all appropriate State and Federal requirements.
 - B. Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of services under this Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
 - C. Contractor shall comply with Exhibit F to the MHP to the extent Contractor is provided Personal Health Information ("PHI"), Personal Information ("PI"), or Personally Identifiable Information as defined in Exhibit F of the MHP from County to perform functions, services, or activities specified in this Agreement.
 - D. Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to County or DHCS at no cost to testify as witnesses, or otherwise, in the event of

litigation or administrative proceedings being commenced against County, DHCS, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.

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

9. CLIENT AND FAMILY MEMBER EMPOWERMENT.

- A. Contractor agrees to support active involvement of clients and their families in treatment, recovery, and policy development.
- B. Contractor shall actively participate in the planning design, and execution of County's Quality Improvement Program as described in Cal. Code. Regs., Title 9, § 1810.440(a)(2)(A).
- C. Contractor shall adopt *Department of Behavioral Wellness' Policy and Procedures #4.020 Beneficiary Problem Resolution Process*, available at www.countyofsb.org/behavioral-wellness, to address client/family complaints in compliance with beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 C.F.R. Section 438.400 through 42 C.F.R. Section 438.424.
- D. Contractor shall take a beneficiary's rights into account when providing services and comply with *Department of Behavioral Wellness' Policy and Procedure #3.000 Beneficiary Rights*.
- E. Contractor shall obtain and retain a written medication consent form signed by the beneficiary in accordance with *Department of Behavioral Wellness' Policy and Procedures #8.009 Psychiatric Medication Consent for Adults* to the extent Contractor is a "provider" as defined by the MHP.

10. CULTURAL COMPETENCE.

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

1. The number of bilingual and bicultural staff (as part of the quarterly staffing report), and the number of culturally diverse clients receiving Program services; and
 2. Efforts aimed at providing culturally competent services such as trainings provided to staff, changes or adaptations to service protocol, community education/outreach, etc.
- B. Communicate in Preferred Language.** At all times, the Contractor's Program(s) shall be staffed with personnel who can communicate in the client preferred language, or Contractor shall provide interpretation services, including American Sign Language (ASL).
- C. Bilingual Staff for Direct Service Positions.** Contractor will strive to fill direct service positions with bilingual staff in County's threshold language (Spanish) that is reflective of the specific needs of each region. Contractor percentage goals are calculated based on U.S. Census language data by region: Santa Barbara service area (including Goleta and Carpinteria) – 30%; Santa Maria service area (including Orcutt and Guadalupe) – 48%; and Lompoc service area (including Buellton and Solvang) – 33%.
- D. Cultural Considerations When Providing Services.** Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must also be printed in Spanish (threshold language).
- E. Services and Programs in Spanish.** Services and programs offered in English must also be made available in Spanish, if clients identify Spanish as their preferred language, as specified in subsection B above.
- F.** As applicable, a measurable and documented effort must be made to conduct outreach to and to serve the underserved and the non-served communities of Santa Barbara County.
- G.** Contractor shall establish a process by which Spanish speaking staff who provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing in the Spanish language.

11. COMPLIANCE PROGRAM.

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

identified or recovered overpayments due to potential fraud. (42 C.F.R. § 438.608(a), (a)(2).) Contractor shall return any overpayments pursuant to Exhibit B, Section VI.H (Overpayments) of this Agreement.

12. NOTIFICATION REQUIREMENTS.

- A.** Contractor shall maintain and share, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).) Contractor shall ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with this Agreement all federal and state privacy laws, including but not limited to 45 C.F.R. parts 160 and 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)
- B.** Contractor shall immediately notify Behavioral Wellness Quality Care Management (“QCM”) Division at 805-681-5113 in the event of:
 - 1. Known serious complaints against licensed/certified staff;
 - 2. Restrictions in practice or license/certification as stipulated by a State agency;
 - 3. Staff privileges restricted at a hospital;
 - 4. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations); or
 - 5. Any event triggering Incident Reporting, as defined in *Behavioral Wellness Policy and Procedure #4.004, Unusual Occurrence Incident Reporting*.
- C.** Contractor shall immediately contact the Behavioral Wellness Compliance Hotline (805-884-6855) should any of the following occur:
 - 1. Suspected or actual misappropriation of funds under Contractor’s control;
 - 2. Legal suits initiated specific to the Contractor’s practice;
 - 3. Initiation of criminal investigation of the Contractor; or
 - 4. HIPAA breach.
- D.** For clients receiving direct services from both Behavioral Wellness and Contractor staff, Contractor shall immediately notify the client’s Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the client’s care, or the applicable Regional Manager should any of the following occur:
 - 1. Side effects requiring medical attention or observation;
 - 2. Behavioral symptoms presenting possible health problems; or
 - 3. Any behavioral symptom that may compromise the appropriateness of the placement.
- E.** Contractor may contact Behavioral Wellness Contracts Division at bwellcontractsstaff@co.santa-barbara.ca.us for any contractual concerns or issues.

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

13. MONITORING.

- A. Contractor agrees to abide by the *Department of Behavioral Wellness' Policies and Procedures* referenced in Section 17 (Additional Program Requirements) and to cooperate with the County's utilization review process which ensures medical necessity, appropriateness and quality of care. This review may include clinical record review, client survey, and other utilization review program monitoring practices. Contractor shall cooperate with these programs, and will furnish necessary assessment and Client Service Plan information, subject to Federal or State confidentiality laws and provisions of this Agreement.
- B. Contractor shall identify a senior staff member who will be the designated Behavioral Wellness QCM Division contact and will participate in any provider QCM meetings to review current and coming quality of care issues.

1. Quality Assurance Requirements.

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

- i. Medi-Cal documentation standards as identified in California Code of Regulations Title 9, Chapter 11 and DHCS Mental Health and Substance Abuse Disorder Information Notices;
 - ii. Assessment guidelines as identified in the *Department of Behavioral Wellness Policy and Procedure #8.100 Mental Health Client Assessment*.
 - iii. Client treatment plan requirements as identified in the *Department of Behavioral Wellness Policy and Procedure #8.101 Mental Health Client Treatment Plans*.
 - iv. Progress note requirements in the *Department of Behavioral Wellness Policy and Procedure #8.102 Mental Health Progress Notes*.
- C. Contractor shall provide a corrective action plan if deficiencies in Contractor's compliance with the provisions of the MHP or this Agreement are identified by County.
- D. County shall monitor the performance of Contractor on an ongoing basis for compliance with the terms of this Agreement. County shall assign senior management staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, fiscal and overall performance activity, and provider recertification requirements. County's Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site and/or electronic reviews of Contractor's clinical documentation.
- E. Contractor shall allow DHCS, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state

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

14. NONDISCRIMINATION.

A. State Nondiscrimination Provisions.

1. **No Denial of Benefits on the Basis of Protected Classification.** During the performance of this Agreement, Contractor and its subcontractors shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or other protected category and will not use any policy or practice that has the effect of discriminating on such basis.
2. **No Discrimination on the Basis of Health or Protected Classification.** Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, sections 438.3(d)(3) and (4), and state law, the Contractor shall not, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in Santa Barbara County who require an assessment or meet medical necessity criteria for specialty mental health services. Nor shall Contractor engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.
3. **No Discrimination against Handicapped Persons.** The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
4. **Determination of Medical Necessity.** Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to California Code of Regulations, Title 9, Sections 1820.205, 1830.205 and/or 1830.210, prior to providing covered services to a beneficiary.

5. **No Discrimination under State Law.** Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.)

B. Federal Nondiscrimination Provisions.

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

3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor shall include the provisions of Paragraphs 14(B)(1) through 14(B)(7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal

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

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

15. COLLABORATIVE MEETINGS.

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

16. TRAINING REQUIREMENTS.

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

2. Documentation;
3. Assessment and Treatment Plan; and
4. Child and Adolescent Needs and Strengths (CANS) assessment training and certification exam, if the service provider works with clients under the age of 21.

17. ADDITIONAL PROGRAM REQUIREMENTS.

- A. Beneficiary Handbook.** Contractor shall provide the County of Santa Barbara Beneficiary Handbook to each potential beneficiary and beneficiary in an approved method listed in the *Department of Behavioral Wellness' Policy and Procedures #4.008 Beneficiary Information Materials* when first receiving Specialty Mental Health Services and upon request. Contractor shall document the date and method of delivery to the beneficiary in the beneficiary's file. Contractor shall inform beneficiaries that information is available in alternate formats and how to access those formats. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26, attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e); 42 C.F.R. § 438.10.)
- B. Written Materials in English and Spanish.** Contractor shall provide all written materials for beneficiaries and potential beneficiaries, including provider directories, County of Santa Barbara Beneficiary Handbook, appeal and grievance notices, denial and termination notices, and Santa Barbara County's mental health education materials, in English and Spanish as applicable. (42 C.F.R. § 438.10(d)(3).) Contractor shall maintain adequate supply of County-provided written materials and shall request additional written materials from County as needed.
- C. Maintain Provider Directory.** Contractor shall maintain a provider directory on its agency website listing licensed individuals employed by the provider to deliver [mental health] services; the provider directory must be updated at least monthly to include the following information:
 1. Provider's name;
 2. Provider's business address(es);
 3. Telephone number(s);
 4. Email address;
 5. Website as appropriate;
 6. Specialty in terms of training, experience and specialization, including board certification (if any);
 7. Services/ modalities provided;
 8. Whether the provider accepts new beneficiaries;
 9. The provider's cultural capabilities;
 10. The provider's linguistic capabilities;
 11. Whether the provider's office has accommodations for people with physical disabilities;

12. Type of practitioner;
 13. National Provider Identifier Number;
 14. California License number and type of license; and
 15. An indication of whether the provider has completed cultural competence training.
- D. Policy and Procedure #2.001.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.001 Network Adequacy Standards and Monitoring.*
 - E. Policy and Procedure #3.000.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.000 Beneficiary Rights.*
 - F. Policy and Procedure #3.004.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.004* on advance directives and the County's obligations for Physician Incentive Plans, as applicable.
 - G. Policy and Procedure #4.000.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.000 Authorization of Outpatient Specialty Services.*
 - H. Policy and Procedure #4.001.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.001 Authorization of Therapeutic Behavioral Services (TBS), applicable to providers providing children services.*
 - I. Policy and Procedure #4.008.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.008 Beneficiary Information Materials.*
 - J. Policy and Procedure #4.012.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.012 Contracted Provider Relations.*
 - K. Policy and Procedure #4.014.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.014 Service Triage for Urgent and Emergency Conditions.*
 - L. Policy and Procedure #5.008.** Mandatory Trainings Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #5.008 Mandatory Training.*
 - M. Policy and Procedure #8.100.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.100 Mental Health Client Assessment.*
 - N. Policy and Procedure #8.101.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.101 Mental Health Client Treatment Plans.*
 - O. Policy and Procedure #8.102.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.102 Mental Health Progress Notes.*
 - P. Accessibility.** Contractor shall ensure that it provides physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical

or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)

- Q. Hours of Operation.** Contractor shall maintain hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which Contractor offers services to non-Medi-Cal beneficiaries. If Contractor only offers services to Medi-Cal beneficiaries, maintain hours of operation which are comparable to the hours Contractor makes available for Medi-Cal services not covered by County or another Mental Health Plan.
- R. Access to Routine Appointments.** Contractor shall provide access to routine appointments (1st appointment within 10 business days). When not feasible, Contractor shall give the client the option to re-contact the County's Access team toll free at (888) 868-1649 and request another provider who may be able to serve the client within the 10 business day standard.
- S. Hold Harmless.** Contractor agrees to hold harmless the State and beneficiaries in the event the County cannot or does not pay for services performed by the Contractor.

Client Service Plan. Contractor shall complete a Client Service Plan and assessment for each client receiving Program services in accordance with the Behavioral Wellness Clinical Documentation Manual <https://www.countyofsb.org/behavioral-wellness/asset.c/5670>

18. SIGNATURE PAD.

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

19. STATE CONTRACT COMPLIANCE.

- A.** This Agreement is subject to any additional statutes, restrictions, limitations, or conditions enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner. Either the County or Contractor may request consultation and discussion of new or changed statutes or regulations, including whether contract amendments may be necessary.
- B.** To the extent there is a conflict between federal or state law or regulation and a provision in the MHP or this Agreement, County and Contractor shall comply with the

federal or state law or regulation and the conflicting Agreement provision shall no longer be in effect pursuant to the MHP, #17-94613 Exhibit E, Paragraph 7(A).

- C.** Contractor agrees that DHCS, through County, has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in this Agreement and in accordance with any applicable statute.
- D.** The following provisions of the MHP, Exhibit D(F) are hereby incorporated by reference into this Agreement: Paragraphs 5 Subcontract Requirements, 7 Audit and Record Retention, 10 Intellectual Property Rights, 11 Air and Water Pollution, 13 Confidentiality of Information, 17 Human Subjects Use, 19 Debarment and Suspension Certification, 20 Smoke-Free Workplace Certification, 24 Officials Not to Benefit, and 32 Lobbying Restrictions and Disclosure Certification.
- E.** The DHCS may revoke this Agreement, in whole or in part, or may revoke the activities or obligations delegated to Contractor by the County, or pursue other remedies permitted by State or Federal law, if DHCS determines that Contractor has not performed satisfactorily. In such event, this Agreement shall be terminated in accordance with the Standard Terms and Conditions paragraph regarding Termination.

EXHIBIT A-5
STATEMENT OF WORK: MHS
INTENSIVE IN-HOME SERVICES

1. **PROGRAM SUMMARY.** The Intensive In-Home Services Program (hereafter “the Program”) is a home-based model of intensive mental health service delivery developed to help a child (hereafter “client”) and their family to solve problems in the home environment. Program staff demonstrate and implement evidence-based practices with the family as a means to improve client behavior and provide structure and routine to the home environment. The Program offers intensive, individualized, and if clinically indicated, family counseling services to children and youth and their families in community locations best suited for the client and the family’s needs. Intensive In-Home is for children that meet moderate to severe impairments and require intensive coordination. Program staff seek to develop, support and empower family units by identifying strengths and needs and teaching problem solving skills. Services are aimed at preventing further incidents of behavioral, emotional or social disturbance that may lead to out-of-home placement. The Program shall serve the Lompoc and Santa Maria areas and shall be headquartered at:
 - A. 101 South B Street, Lompoc, CA 93436; and
 - B. 105 N. Lincoln St., Santa Maria, CA 93458.
2. **PROGRAM GOALS.**
 - A. Keep families together by reducing crisis in the home environment;
 - B. Prevent out-of-home, out-of-county, or foster placement of the client;
 - C. Reduce “at-risk” behavior such as self-injurious behavior, criminal activity, and substance use;
 - D. Reduce hospitalizations;
 - E. Stabilize the client and family who reside together; and
 - F. Improve the family’s level of functioning and the quality of life for the client through the use of various educational, behavioral and clinical interventions.
3. **SERVICES.** Contractor shall develop, support, and empower family units by identifying existing strengths and areas of need, and teaching problem solving skills.
 - A. Contractor shall provide the following services, as needed to Program clients:
 1. **Assessment/Reassessment.** Assessment means a service activity designed to evaluate the current status of a client’s mental, emotional, or behavioral health, as defined in Title 9 C.C.R. Section 1810.204. Assessment includes, but is not limited to, one or more of the following: mental health status determination, analysis of the client’s clinical history, analysis of relevant cultural issues and history, diagnosis, and use of mental health testing procedures.

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

- i. A significant support person is a person, in the opinion of the client or the person providing services, who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians or legal representatives of a client, a person living in the same household as the client, the client's spouse, and the relatives of the client, as defined in Title 9 CCR Section 1810.246.1.
- 3. **Crisis Intervention.** Crisis intervention means a service lasting less than 24 hours, to or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit, as defined in Title 9 C.C.R. Section 1810.209. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements described in Sections 1840.338 and 1840.348. Crisis intervention services may either be face-to-face or by telephone with the beneficiary or the beneficiary's significant support person and may be provided anywhere in the community.
- 4. **Intensive Care Coordination (ICC).** ICC is a targeted case management service that facilitates assessment of, care planning for, and coordination of services to clients under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical necessity criteria for this service. ICC services include assessing, service planning, and implementation; monitoring and adapting; and transition within the guidelines of the *Katie A. Core Practice Model* available at <https://www.countyofsb.org/behavioral-wellness/asset.c/2194>. ICC services are expanded to all Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) clients that qualify for IHBS/ICC.

ICC services are provided through the principles of the Core Practice Model (CPM), including the establishment of the Child and Family Team (CFT) to ensure facilitation of a collaborative relationship among a youth, his/her 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 client plan and are responsible for supporting the child/youth 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/youth driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the child/youth;
- ii. Facilitates a collaborative relationship among the child/youth, his/her family and systems involved in providing services to the child/youth;
- iii. Supports the parent/caregiver in meeting their child/youth'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/youth to be served in his/her community.
- 5. **Intensive Home-Based Services (IHBS).** IHBS are intensive, individualized, strength-based, and needs-driven intervention activities for clients under age 21 and designed to ameliorate mental health conditions that interfere with a client's functioning. These activities are aimed at helping the client build skills necessary for successful functioning in the home and community and improve the client's family's ability to help the client successfully function in the home and community. IHBS are not traditional therapeutic services and are provided within the guidelines of the *Katie A.* Core Practice Model in accordance with the client's treatment plan. Service activities may include, but are not limited to assessment, plan development, therapy, rehabilitation and collateral. IHBS services are expanded to all EPSDT clients that qualify for IHBS.
- 6. **Plan Development.** Plan Development means a service activity that consists of development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress.
- 7. **Rehabilitation.** A service activity that includes, but is not limited to, assistance, improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, obtaining support resources, and/or obtaining medication education, as defined in Title 9 CCR Section 1810.243.
- 8. **Targeted Case Management.** Targeted case management means services that assist a client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services, as defined in Title 9 CCR Section 1810.249. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure client access to service and the service delivery system; monitoring of the client's progress; placement services; and plan development.
- 9. **Therapy.** Therapy is a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments, as defined in Title 9 CCR Section 1810.250. Therapy may be delivered to an individual or group and may include family therapy at which the client is present.
- B.** Contractor shall utilize a variety of effective evidence based treatment modalities to provide intensive in-home interventions. Intensive in-home interventions may include:
 - 1. Assisting family members with stress management;
 - 2. Building communication skills;
 - 3. Teaching anger management skills;
 - 4. Teaching and modeling effective parenting skills;
 - 5. Working with biological parents and the clients as needed to assist with reunification;

6. Assisting families to develop links to community partners and encouraging and empowering families to use those resources. Examples may include clergy, family members, and friends;
 7. Developing and guiding parents in behavioral interventions;
 8. Using evidence-based practices to identify and reinforce appropriate family roles and relationships;
 9. Identifying communication patterns among family members and teaching family members appropriate response and coping mechanisms; or
 10. Utilizing a recovery-oriented strengths-based approach in delivering treatment services.
- C. Use of other Behavioral Wellness Community Based Organization (CBO) or mental health providers require authorization and review with Behavioral Wellness Team Supervisor or Regional Manager.

4. OPERATIONS.

A. Service Intensity.

1. Contractor shall provide at least two (2) face-to-face services every week for each client, for an average of four (4) hours of service per client per week, with either four (4) one (1) hour visits or two (2) two (2) hour visits during the course of treatment. Service levels shall be based upon individualized needs of the client and may be adjusted to prevent client's move to a higher level of care.
2. Services provided by Contractor under this agreement shall be authorized by County for up to six (6) months upon client's admission into the Program. Additional Program services will require review and approval by the Behavioral Wellness Treatment Team. Behavioral Wellness Regional Manager will meet monthly to be a liaison and to collaborate with Contractor on mutually shared cases. For the cases that are not mutually shared, the Regional Manager/Supervisor will participate in discussion on the need for potential services, new intakes, and possible discharges. The goal of treatment is to improve the family's functioning and stability so that intensive services are not required beyond the six (6) month authorization.

B. Treatment Location. The primary service location will be community locations best suited for the client and family's needs or in the field (i.e. home, parks, and schools).

C. Staff to Client Caseload Ratios. The Program shall operate with a staff to Intensive In-Home (IIH) client ratio that ranges from seven (7) to ten (10) clients per one (1.0) FTE staff member.

D. Hours of Operation and Staff Coverage. Contractor shall operate a schedule which shall be flexible to accommodate the client and family, and allow Contractor's staff to meet with the client in their treatment location Monday through Friday, including evenings and weekends, as needed. Contractor is not expected to provide availability for crisis response twenty-four hours a day, seven days per week.

5. CLIENTS AND PROGRAM CAPACITY.

- A. Contractor shall provide services described above in Section 3 (Services) to an average of sixty-three (63) to ninety (90) clients for Santa Maria and Lompoc at any given time (staff to client ratio 1:7 to 1:10) aged 0 to 21 years, diagnosed with serious emotional disturbance (SED) or Medi-Cal beneficiaries diagnosed as needing specialty mental health services, as described in Title 9, Chapter 11, CCR, and to their families.
- B. Contractor's caseload may fluctuate if clients shift between programs (with prior discussion and permission from County) including Contractor's Pathways to Well-Being Program as described in Exhibit A-8. The County desires dedicated staff for each contracted program.

6. ADMISSION CRITERIA.

- A. Clients shall be moderate to severe in functioning children and youth who have a diagnosis of SED or who are Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, CCR Chapter 11, and assessed at a high level of risk based on County's outcomes and level of care instrument, as directed by Behavioral Wellness.

7. REFERRALS.

- A. Contractor shall admit clients referred by the Behavioral Wellness Children's Clinic or from CWS Pathways to Well-Being (aka *Katie A.*), that appear to be Subclass (moderate-to-severe) level clients.
- B. Contractor shall respond to referrals and initiate services for those clients that are admitted within three (3) business days.
- C. Contractor shall not carry a waiting list and shall refer back to the County any client for whom Contractor is unable to initiate service within stated timelines above in this Section 7 (Referrals).
- D. **Referral Packet.** Contractor shall have shared access to Behavioral Wellness' client file and shall access the file for each client referred and treated to review the following:
 - 1. A copy of the County Referral form or CWS Pathways to Well-Being (*Katie A.*) screening/referral.
 - 2. A client face sheet listing all of the County programs to which the client has been admitted over time and is currently admitted, including hospitalizations.
 - 3. A copy of the initial or most recent comprehensive assessment.
 - 4. A copy of the most recent medication record and health questionnaire.
 - 5. A copy of the currently valid Client Service Plan, as described below in Section 8 (Client Service Plan), indicating the goals for client enrollment in the Program and identifying the Contractor as service provider.
 - 6. Client's Medi-Cal Eligibility Database Sheet (MEDS) file printout will be provided to Contractor in the initial Referral Packet.

7. Other documents as reasonably requested by County.

8. CLIENT SERVICE PLAN.

- A. Behavioral Wellness shall complete an Initial Assessment or Comprehensive Assessment (depending on need). Contractor shall complete the Comprehensive Assessment (when Initial Assessment has been completed by Behavioral Wellness) and the Treatment Plan for each client referred to Intensive In-Home Services.
- B. Contractor shall develop an appropriate Treatment Plan with treatment goals specific to appropriate level of care for Intensive In-Home services for each client.
- C. Contractor shall participate in clinical care collaborative meetings with Behavioral Wellness Psychiatrists, as indicated. All cases will be reviewed at a minimum of monthly.

9. DISCHARGE PLAN. Contractor shall develop a discharge plan that is responsive to the client's needs and personal goals. Contractor shall follow Behavioral Wellness policy #8.303 Client Discharge and Continuity of Care for Mental Health Services regarding discharges in conformity with the Behavioral Wellness Mental Health Plan, available at <http://countyofsb.org/behavioral-wellness>.

- A. **DISCHARGE CRITERIA.** The appropriateness for client discharge shall be determined on a case by case basis. Criteria for discharge include:
 - 1. Treatment goals have been sufficiently met;
 - 2. The determination that the treatment goals have not been met as determined by the Behavioral Wellness Psychiatrist and Contractor. The client and family shall be provided with referrals to more appropriate treatment;
 - 3. The determination that significant progress has been made, even if not all goals have been met, such that the client and family no longer require the intensive level of services provided by the Program;
 - 4. The client's request to terminate services; or
 - 5. Client and family relocating from the Program's service area.

10. DOCUMENTATION REQUIREMENTS.

- A. Assessment: Contractor shall complete a comprehensive assessment.
- B. Client Service Plan. The Contractor shall complete a Treatment Plan for each client receiving services.
- C. For clients already open to Behavioral Wellness, Contractor shall have shared access to Behavioral Wellness' client file, and shall access the file for each client referred and treated, which shall contain the following terms:
 - 1. A copy of the County referral form.
 - 2. A client face sheet, listing all of the County programs to which the client has been admitted over time and is currently admitted, including hospitalizations.

3. A copy of the most recent initial assessment, comprehensive assessment, or assessment update.
4. A copy of the most recent medication record and health questionnaire.
5. A copy of the currently valid Client Service Plan, as described above in Section 8 (Client Service Plan), indicating the goals and interventions for client enrollment in the Program.
6. Client's Medi-Cal Eligibility Database Sheet (MEDS).
7. Other documents as reasonably requested by County.

11. STAFFING REQUIREMENTS. Contractor shall adhere to the Program staffing requirements outlined below. Contractor and County may amend the Program staffing requirements by agreement. Amendments to these requirements shall be agreed to in writing by Contractor and the Director of the Department of Behavioral Wellness or designee. Such amendments do not alter the Maximum Contract Amount and do not require an amendment to this Agreement.

- A.** 8.90 FTE Therapists who shall be at minimum licensed mental health professionals or waived/registered professionals as described in Title 9, CCR 1810.223 and 1810.254, DHCS Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice (IN) No. 17-040, and in Sections D and E below with 4.0 FTE in Lompoc and 4.9 FTE in Santa Maria.
- B.** 0.78 FTE supervisory staff, which includes Clinical Supervisors, a Clinical Director, a Program Director, and a Program Supervisor. Supervisory staff shall be licensed mental health professionals or waived/registered professionals as described in Title 9, CCR 1810.223 and 1810.254 and in Section D below.
- C.** 0.38 FTE Program Data Compliance Specialist who shall be solely dedicated to the data analysis and structuring of the data and reports for required program outcomes and impact. Specifically, this position provides collaboration on the:
 1. Quarterly staffing report;
 2. Program outcomes/narrative reports;
 3. ShareCare data analysis, reoccurrences of visits and number of sessions for the program compliance;
 4. Network Adequacy Certification Tool; and
 5. Day to day questions and data analysis support.
- D.** Title 9 CCR Sections 1810.223 and 1810.254 include:
 1. **Licensed mental health professional** under Title 9 CCR Section 1810.223 includes:
 - i. Licensed physicians;

- ii. Licensed psychologists;
 - iii. Licensed clinical social workers;
 - iv. Licensed marriage and family therapists;
 - v. Licensed psychiatric technicians;
 - vi. Registered Nurses; and
 - vii. Licensed Vocational Nurses.
2. **Waivered/Registered Professional** under Title 9 CCR Section 1810.254 includes an individual who has:
- i. A waiver of psychologist licensure issued by the Department; or
 - ii. Registered with the corresponding state licensing authority for psychologists, marriage and family therapists, or clinical social workers to obtain supervised clinical hours for psychologist, marriage and family therapist, or clinical social worker licensure.
3. **Interns/Trainees.** Contractor may utilize interns or trainees as staff to provide services but only as is consistent with any and all applicable laws, regulations, and policies, as may be amended, and as follows:
- i. Graduate student Interns/Trainees under the direct supervision of Contractor's licensed mental health professionals or waived/registered professionals; and
 - ii. Interns/Trainees who have graduated and are in the 90-day period prior to obtaining their associate number if a Livescan is provided by the Contractor for the intern/trainee.

E. DHCS MHSUDS Information Notice No. 17-040 includes:

- 1. The following mental health professionals may provide and direct others in providing Specialty Mental Health Services (SMHS), within their respective scope of practice:
 - i. Physicians;
 - ii. Psychologists;
 - iii. Licensed Clinical Social Workers;
 - iv. Licensed Professional Clinical Counselors;
 - v. Marriage and Family Therapists;
 - vi. Registered Nurses;

- vii. Certified Nurse Specialists; and
 - viii. Nurse Practitioners. (State Plan, Section 3, Supplement 3 to Attachment 3.1-A, pages 2m-2o)
2. Waivered/registered mental health professionals may only direct services under the supervision of a Licensed Mental Health Professional (LMHP) in accordance with applicable laws and regulations governing the registration or waiver (Title 9 CCR 1840.314 (e) (1)(F)).

EXHIBIT A-6

STATEMENT OF WORK: MHS

MANAGED CARE MENTAL HEALTH/BRIEF THERAPY SERVICES

1. **PROGRAM SUMMARY.** Managed Care Mental Health/Brief Therapy (hereafter “the Program”) is designed to serve children and adults (hereafter “clients”), who are Medi-Cal beneficiaries who meet medical necessity criteria as defined in Title 9, California Code of Regulations Section 1830.210, and their families. The Program shall provide clients and their families with brief therapy which is time-limited and problem focused and is not intended to be long-term treatment. The Program shall serve the Santa Barbara, Lompoc and Santa Maria areas and shall be located at:
 - A. 123 W. Gutierrez Street, Santa Barbara, California;
 - B. 101 South B. Street, Lompoc, California; and
 - C. 105 N. Lincoln Street, Santa Maria, California.
2. **PROGRAM GOALS.**
 - A. Maintain clients in their homes and communities whenever possible;
 - B. Support the client’s ability to adapt and cope with changing life circumstances;
 - C. Define and refine family strengths, culture, vision, and needs;
 - D. Prioritize family needs to create a Client Service Plan that will help meet those needs; and
 - E. Carry out the Client Service Plan, as described below in Section 7 (Documentation Requirements), one need at a time until the client no longer requires Program support because the family’s vision has been achieved.
3. **SERVICES.** Contractor shall develop, support, and empower family units by identifying existing strengths and areas of need, and teaching problem solving skills.
 - A. Contractor shall utilize a variety of effective evidence-based treatment modalities and other promising practices known to be effective with the population served.
 - B. Contractor shall provide the following services, as needed to Program clients:
 1. **Assessment/Reassessment.** Assessment means a service activity designed to evaluate the current status of a client’s mental, emotional, or behavioral health, as defined in Title 9 C.C.R. Section 1810.204. Assessment includes, but is not limited to, one or more of the following: mental health status determination, analysis of the client’s clinical history, analysis of relevant cultural issues and history, diagnosis, and use of mental health testing procedures.
 - i. Contractor shall complete the Child & Adolescent Needs & Strengths (CANS) for each client. The CANS must be administered by trained clinical staff (County/CBO) at:

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

client, legal guardians or legal representatives of a client, a person living in the same household as the client, the client's spouse, and the relatives of the client, as defined in Title 9 CCR Section 1810.246.1.

3. **Crisis Intervention.** Crisis intervention means a service lasting less than 24 hours, to or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit, as defined in Title 9 C.C.R. Section 1810.209. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements described in Sections 1840.338 and 1840.348. Crisis intervention services may either be face-to-face or by telephone with the beneficiary or the beneficiary's significant support person and may be provided anywhere in the community.
 4. **Plan Development.** Plan Development means a service activity that consists of development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress.
 5. **Rehabilitation.** A service activity that includes, but is not limited to, assistance, improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, obtaining support resources, and/or obtaining medication education, as defined in Title 9 CCR Section 1810.243.
 6. **Targeted Case Management.** Targeted case management means services that assist a client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services, as defined in Title 9 CCR Section 1810.249. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure client access to service and the service delivery system; monitoring of the client's progress; placement services; and plan development.
 7. **Therapy.** Therapy is a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments, as defined in Title 9 CCR Section 1810.250. Therapy may be delivered to an individual or group and may include family therapy at which the client is present.
4. **TREATMENT LOCATION.**
- A. Services shall be provided primarily at Contractor's offices but may also be provided at the client's home, or in the community as needed.
5. **CLIENTS.** Contractor shall provide Program services to clients diagnosed with serious emotional disturbance (SED), serious mental illness (SMI), or to Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, CCR Chapter 11, and to their families.
6. **REFERRALS.**
- A. Contractor shall admit clients who are referred by Behavioral Wellness. Contractor

may provide services to clients who individually request services with no referral source, but must report timeliness data to the Behavioral Wellness QCM Division for those clients.

7. DOCUMENTATION REQUIREMENTS.

A. Client Service Plan. Contractor shall complete a Client Service Plan and assessments for each client receiving Program services in accordance with the Behavioral Wellness Clinical Documentation Manual.

B. Client Documentation. Contractor shall maintain the following client documentation within its electronic files, for each client referred and treated:

1. Client assessment.
2. Care Plan.
3. Supporting progress note documentation.

8. DISCHARGE PLAN. Contractor shall develop a discharge plan that is responsive to the client's needs and personal goals. Contractor shall follow Behavioral Wellness policy #8.303 Client Discharge and Continuity of Care for Mental Health Services regarding discharges in conformity with the Behavioral Wellness Mental Health Plan, available at <http://countyofsb.org/behavioral-wellness>.

9. DISCHARGE CRITERIA. The appropriateness for client discharge shall be determined on a case by case basis. Criteria for discharge include:

- A.** Treatment goals have been sufficiently met;
- B.** The determination by Contractor or Behavioral Wellness that the treatment goals have not been met. Contractor shall provide the client and family with referrals to more appropriate treatment;
- C.** The determination that significant progress has been made, even if not all goals have been met, such that the client and family no longer require the level of services provided by the Program;
- D.** The client's request to terminate services; or
- E.** Client and family relocating from the Program's service area.

10. STAFFING. The Program shall be staffed by 1.91 full time equivalent (FTE) direct service staff, as described below. Contractor shall adhere to the Program staffing requirements outlined below. Contractor and County may amend the Program staffing requirements by agreement. Amendments to these requirements shall be agreed to in writing by Contractor and the Director of the Department of Behavioral Wellness or designee. Such amendments do not alter the Maximum Contract Amount and do not require an amendment to this Agreement.

- A.** 1.91 FTE Therapists who shall be at minimum licensed mental health professionals or waived/registered professionals as described in Title 9 CCR sections 1810.223 and 1810.254 and in Section F below for an average of twenty (20) clients for one (1.0) FTE.

- B.** 0.15 FTE Clinical Supervisor, Clinical Director, and Program Director who shall oversee the Program services and staff and shall be at minimum licensed mental health professionals or waived/registered professionals as described in Title 9 CCR sections 1810.223 and 1810.254 and in Section F below.
- C.** 0.09 FTE Program Data Compliance Specialist who shall be solely dedicated to the data analysis and structuring of the data and reports for required program outcomes and impact. Specifically, this position provides collaboration on the:
 - 1. Quarterly staffing report;
 - 2. Program outcomes/narrative reports;
 - 3. ShareCare data analysis, reoccurrences of visits, and number of sessions for program compliance;
 - 4. Network Adequacy Certification Tool; and
 - 5. Day-to-day questions and data analysis support.
- D.** Title 9 CCR sections 1810.223 and 1810.254 include:
 - 1. Licensed mental health professional under Title 9 CCR Section 1810.223 includes:
 - i. Licensed physicians;
 - ii. Licensed psychologists;
 - iii. Licensed clinical social workers;
 - iv. Licensed marriage and family therapists;
 - v. Licensed psychiatric technicians;
 - vi. Registered Nurses; and
 - vii. Licensed Vocational Nurses.
 - 2. Waivered/Registered Professional under Title 9 CCR Section 1810.254 includes an individual who has:
 - i. A waiver of psychologist licensure issued by the Department, or
 - ii. Registered with the corresponding state licensing authority for psychologists, marriage and family therapists, or clinical social workers to obtain supervised clinical hours for psychologist, marriage and family therapist, or clinical social worker licensure.

EXHIBIT A-7

STATEMENT OF WORK: MHS

SCHOOL-BASED MENTAL HEALTH SERVICES

1. **PROGRAM SUMMARY.** The School-Based Mental Health Program (hereafter “the Program”) offers mental health services to students (hereafter “clients”) who have emotional or behavioral difficulties and who may benefit from counseling support. The Program shall include Support, Treatment, Advocacy and Referral Team (START) services in Carpinteria, which provides services to clients with co-occurring substance abuse and mental health issues. Program staff work as a team with school staff to address the client’s social-emotional development, prevent mental health and psychosocial problems, and enhance the client’s ability to adapt and cope with changing life circumstances. Program services are structured to maximize the client’s existing strengths, assets and capacities. The Program provides intervention, linkage, and services to intervene as soon as feasible at the onset of learning, behavior, substance abuse and emotional problems. The Program shall serve the Carpinteria, Lompoc, and Santa Barbara areas. The Program’s South County headquarters shall be at:
 - A. 123 West Gutierrez, Santa Barbara, California; and
 - B. 101 South B. Street, Lompoc, California.
2. **PROGRAM GOALS.**
 - A. Maintain the client’s enrollment in the school system;
 - B. Teach clients improved decision making skills to reduce instances of disciplinary actions or expulsion;
 - C. Develop a comprehensive, multifaceted and cohesive continuum of school and community interventions to address barriers to learning and promote the client’s healthy development; and
 - D. Prevent out-of-home or out-of-county placement of the client.
3. **SERVICES.** Contractor shall provide the following services to students enrolled at schools designated by County within the Carpinteria, Santa Barbara, Hope and Lompoc Unified School Districts as described below in Section 4 (Treatment Locations):
 - A. Contractor shall operate an office at each campus, as agreed with the School District, to allow clients the opportunity to voluntarily seek mental health counseling as they so choose.
 - B. Contractor shall provide the following array of services, as needed, to Program clients:
 1. **Assessment/Reassessment.** Assessment means a service activity designed to evaluate the current status of a client’s mental, emotional, or behavioral health, as defined in Title 9 C.C.R. Section 1810.204. Assessment includes, but is not limited to, one or more of the following: mental health status determination, analysis of the

client's clinical history, analysis of relevant cultural issues and history, diagnosis, and use of mental health testing procedures.

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

family counseling with the significant support person(s). The beneficiary may or may not be present for this service activity.

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

4. **TREATMENT LOCATIONS.**

- A. Services shall be provided at campuses within the Santa Barbara, Hope and Lompoc Unified School Districts.
- B. START Teams shall be located at each campus in the Carpinteria Unified School

District (CUSD).

5. CLIENTS AND PROGRAM CAPACITY.

- A. Contractor may provide school based mental health services to any client who requests services so long as they are enrolled at one of the designated schools.
- B. Services may also be provided to clients' family members.
- C. Contractor shall offer consultation, support and information directly to school personnel, including teachers and administrative personnel.
- D. Contractor shall provide the School Based Counseling services described above in Section 3 (Services) to an average caseload of one hundred thirty-five (135) clients; the Carpinteria START Teams shall provide services to an additional average caseload of thirty-four (34) clients.

6. ADMISSION CRITERIA.

- A. School Based Counseling. Although Contractor may provide Program services to any client enrolled at the designated schools, County shall only reimburse Contractor for school based mental health services provided to clients who:
 - 1. Are Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, CCR Chapter 11; and
 - 2. Have an open case file (episode) entered by Contractor into County's Management Information System (MIS) system.
- B. Carpinteria START. For the Carpinteria START program, County will reimburse Contractor for clients who have an open case file (episode) entered by Contractor into County's MIS system, but are not Medi-Cal beneficiaries, up to the amount specified in Exhibit B-1-MHS. Although Contractor may provide Program services to any client enrolled at the designated schools, County shall only reimburse Contractor for school based mental health services provided to clients who have a diagnosis of serious emotional disturbance (SED) or Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, CCR Chapter 11.

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

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

- A. Treatment goals have been sufficiently met;
- B. The determination that the treatment goals have not been met. The client and, if applicable, family, shall be provided with referrals to more appropriate treatment;
- C. The client's request to terminate services; or
- D. Client relocates from the Program's service area or is no longer enrolled at school.

- 9. STAFFING REQUIREMENTS.** Contractor shall adhere to the Program staffing requirements outlined below. Contractor and County may amend the Program staffing requirements by agreement. Amendments to these requirements shall be agreed to in writing by Contractor and the Director of the Department of Behavioral Wellness or designee. Such amendments do not alter the Maximum Contract Amount and do not require an amendment to this Agreement.

A. School-Based Mental Health.

1. 3.08 FTE Counselors who are Qualified Mental Health Workers (QMHW) as described below in Section D or licensed mental health professionals or waived/registered professionals as described in Title 9 CCR sections 1810.223 and 1810.254 and below in Section C. Counselors shall be assigned by the County between the Lompoc and Santa Barbara area.
2. 0.53 FTE Supervisory staff, which includes a Licensed Program Manager and Licensed Clinical Supervisor. Supervisory staff shall be licensed mental health professionals or waived/registered professionals as described in Title 9 CCR sections 1810.223 and 1810.254 and below in Section C.
3. 0.11 FTE Program Data Compliance Specialist who shall be solely dedicated to the data analysis and structuring of the data and reports for required Program outcomes and impact. Specifically, this position provides collaboration on the:
 - i. Quarterly staffing report;
 - ii. Program outcomes/narrative reports;
 - iii. ShareCare data analysis, reoccurrences of visits, and number of sessions for program compliance;
 - iv. Network Adequacy Certification Tool; and
 - v. Day-to-day questions and data analysis support.
 - vi. The position will support all school-based programs, including START.

B. START.

1. 1.39 FTE Counselors to provide direct service who are licensed mental health professionals or waived/registered professionals as described in Title 9 sections CCR 1810.223 and 1810.254 and below in Section C. Contractor, in partnership with the Council on Alcoholism and Drug Abuse (CADA), shall provide staff for the START Teams.
2. 0.10 FTE Supervisory staff which includes a Program Supervisor and Program Manager. Supervisory staff shall be licensed mental health professionals or waived/registered professionals as described in Title 9 sections CCR 1810.223 and 1810.254.
3. 0.04 FTE Program Data Compliance Specialist who shall be solely dedicated to the data analysis and structuring of the data and reports for required Program outcomes and impact. Specifically, this position provides collaboration on the:

- i. Quarterly staffing report;
- ii. Program outcomes/narrative reports;
- iii. ShareCare data analysis, reoccurrences of visits, and number of sessions for program compliance;
- iv. Network Adequacy Certification Tool; and
- v. Day-to-day questions and data analysis support.

4. START Teams shall provide services at each campus in the CUSD.

C. Title 9 CCR Sections 1810.223 and 1810.254 include:

1. Licensed mental health professionals Title 9 CCR Section 1810.223 includes:

- i. Licensed physicians;
- ii. Licensed psychologists;
- iii. Licensed clinical social workers;
- iv. Licensed marriage and family therapists;
- v. Licensed psychiatric technicians;
- vi. Registered Nurses; and
- vii. Licensed Vocational Nurses.

2. Waivered/Registered Professional under Title 9 CCR Section 1810.254 includes an individual who has:

- i. A waiver of psychologist licensure issued by the Department; or
- ii. Registered with the corresponding state licensing authority for psychologists, marriage and family therapists, or clinical social workers to obtain supervised clinical hours for psychologist, marriage and family therapist, or clinical social worker licensure.

D. Qualified Mental Health Worker (QMHW) is assigned to the job classification of Case Worker within the County and meet the education requirements as an “Other Qualified Provider”. The employment standards for a QMHW are set at the discretion of the County. A QMHW qualifies for the position by meeting one of the following employment standards:

- 1. Possession of a B.A. degree in social or behavioral sciences, including psychology, social work or sociology, and six (6) months of experience performing work on a full-time basis providing client care in a mental health setting; or
- 2. Possession of a high school diploma or equivalent degree and two (2) years of experience performing work on a full-time basis providing client care in a mental health setting and/or support services to mental health clients and their families.

10. DOCUMENTATION REQUIREMENTS. Client Service Plan. Contractor shall complete a Client Service Plan for each client receiving Program services for whom

Contractor is reimbursed by County in accordance with the Behavioral Wellness Documentation Manual. For clients who have an active Behavioral Wellness Client Service Plan, Contractor shall follow the requirements of the Client Service Plan. The Client Service Plan shall provide overall direction for the collaborative work of the client, the Program, and the Behavioral Wellness Treatment Team, as applicable. The Client Service Plan shall include:

- A.** Client's recovery goals or recovery vision, which guides the service delivery process;
- B.** Objectives describing the skills and behaviors that the client will be able to learn as a result of the Program's behavioral interventions; and
- C.** Interventions planned to help the client reach their goals.

EXHIBIT A-8
STATEMENT OF WORK: MHS
PATHWAYS TO WELL-BEING (CWS *Katie A.*) MENTAL HEALTH SERVICES

1. **PROGRAM SUMMARY.** The Pathways to Well-Being Program (hereafter “the Program”) is an outpatient model of mental health assessment (for *Katie A.* Class mild-to-moderate clients open to CWS) and their foster family to solve problems in the home environment. Program staff demonstrate and implement evidence-based practices with the youth and foster family as a means to improve the client’s behavior and provide structure and routine to the foster home environment. The Program offers, individualized, and if clinically indicated, family counseling services to children and youth and their foster families. Program staff seek to develop, support, and empower family units by identifying strengths and needs and teaching problem solving skills. Services are aimed at preventing further incidents of behavioral, emotional, and/or social disturbance that may lead to removal from the foster home or out-of-county placement. Program services are designed for children and youth and their foster families. The Program shall serve the Santa Maria area and shall be headquartered at:

A. 105 North Lincoln Street, Santa Maria, California.
2. **PROGRAM GOALS.**
 - A. Keep families together by reducing crisis in the home environment;
 - B. Prevent out-of-county placement of the client;
 - C. Promote reunification of a child to their home;
 - D. Reduce “at-risk” behavior such as self-injurious behavior, criminal activity, and substance use;
 - E. Reduce hospitalizations;
 - F. Stabilize the child and family who reside in residential placement through the foster care system; and
 - G. Improve the family’s level of functioning and the quality of life for the client through the use of various educational, behavioral, and clinical interventions.
3. **SERVICES.** Contractor shall provide comprehensive assessments after Behavioral Wellness has determined the client to meet CLASS (mild-to-moderate mental health criteria), coordinate program services with County and CWS, provide tracking data for CLASS youth and provide summary of (*Katie A.*) reassessment reports to Behavioral Wellness and CWS every six (6) months. Contractor shall develop, support, and empower foster family units by identifying existing strengths and areas of need, and teaching problem solving skills.

A. Contractor shall provide the following array of services, as needed, to Program clients:

1. **Assessment/Reassessment.** Assessment means a service activity designed to evaluate the current status of a client's mental, emotional, or behavioral health, as defined in Title 9 C.C.R. Section 1810.204. Assessment includes, but is not limited to, one or more of the following: mental health status determination, analysis of the client's clinical history, analysis of relevant cultural issues and history, diagnosis, and use of mental health testing procedures.
 - i. Contractor shall complete the Child & Adolescent Needs & Strengths (CANS) for each client. The CANS must be administered by trained clinical staff (County/CBO) at:
 - a. Intake;
 - b. Every 6 months thereafter; and
 - c. Discharge.
 - ii. The CANS must be shared with Child Welfare Services (CWS)/Probation with a Release of Information for open CWS/Probation clients.
 - iii. Annual training and certification of clinicians is required for use of the CANS. In order to be certified in the CANS, clinicians must demonstrate reliability on a case vignette of .70 or greater. Online training and certification is provided at www.canstraining.com.
 - iv. CANS must be reported on the CBO Quarterly Reports to include the percentage of completed CANS with the expectation of 100% and the positive change in at least half (3 out of 6) of the following CANS domains:
 - a. Functioning;
 - b. School;
 - c. Behavioral/Emotional;
 - d. Strength Behavior;
 - e. Risk Behavior; and
 - f. Caregiver Needs and Strengths.
 - v. The Contractor shall oversee completion of the Pediatric Symptom Checklist (PSC) to be completed by the child's parent/guardian at:
 - a. Intake;
 - b. Every 6 months thereafter; and
 - c. Discharge.
 - vi. Contractor shall report on the CBO quarterly report the percentage of parents/guardians completing the PSC, with an expectation that 100% of all parents complete the document at intake and every 6 months.
2. **Collateral.** Collateral means a service activity to a significant support person in a beneficiary's life for the purpose of meeting the needs of the beneficiary in terms of achieving the goals of the beneficiary's client plan, as defined in Title 9 C.C.R.

Section 1810.206. Collateral may include but is not limited to consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the beneficiary, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The beneficiary may or may not be present for this service activity.

- i. A significant support person is a person, in the opinion of the client or the person providing services, who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians or legal representatives of a client, a person living in the same household as the client, the client's spouse, and the relatives of the client, as defined in Title 9 CCR Section 1810.246.1.
3. **Crisis Intervention.** Crisis intervention means a service lasting less than 24 hours, to or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit, as defined in Title 9 C.C.R. Section 1810.209. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements described in Sections 1840.338 and 1840.348. Crisis intervention services may either be face-to-face or by telephone with the beneficiary or the beneficiary's significant support person and may be provided anywhere in the community.
 4. **Intensive Care Coordination (ICC).** ICC is a targeted case management service that facilitates assessment of, care planning for, and coordination of services to clients under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical necessity criteria for this service. ICC services include assessing, service planning, and implementation; monitoring and adapting; and transition within the guidelines of the *Katie A. Core Practice Model* available at <https://www.countyofsb.org/behavioral-wellness/asset.c/2194>. ICC services are expanded to all Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) clients that qualify for IHBS/ICC.

ICC services are provided through the principles of the Core Practice Model (CPM), including the establishment of the Child and Family Team (CFT) to ensure facilitation of a collaborative relationship among a youth, his/her 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 client plan and are responsible for supporting the child/youth 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/youth driven and culturally

and linguistically competent manner and that services and supports are guided by the needs of the child/youth;

- ii. Facilitates a collaborative relationship among the child/youth, his/her family and systems involved in providing services to the child/youth;
 - iii. Supports the parent/caregiver in meeting their child/youth'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/youth to be served in his/her community.
5. **Intensive Home Based Services (IHBS).** IHBS are intensive, individualized, strength-based, and needs-driven intervention activities for clients under age 21 and designed to ameliorate mental health conditions that interfere with a client's functioning. These activities are aimed at helping the client build skills necessary for successful functioning in the home and community and improve the client's family's ability to help the client successfully function in the home and community. IHBS are not traditional therapeutic services and are provided within the guidelines of the *Katie A.* Core Practice Model in accordance with the client's treatment plan. Service activities may include, but are not limited to assessment, plan development, therapy, rehabilitation and collateral. IHBS services are expanded to all EPSDT clients that qualify for IHBS.
 6. **Plan Development.** Plan Development means a service activity that consists of development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress.
 7. **Rehabilitation.** A service activity that includes, but is not limited to, assistance, improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, obtaining support resources, and/or obtaining medication education, as defined in Title 9 CCR Section 1810.243.
 8. **Targeted Case Management.** Targeted case management means services that assist a client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services, as defined in Title 9 CCR Section 1810.249. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure client access to service and the service delivery system; monitoring of the client's progress; placement services; and plan development.
 9. **Therapy.** Therapy is a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments, as defined in Title 9 CCR Section 1810.250. Therapy may be delivered to an individual or group and may include family therapy at which the client is present.
- B.** Contractor shall utilize a variety of effective evidence-based treatment modalities to provide intensive in-home interventions, which may include:

1. Assisting foster family members with stress management;
2. Building communication skills;
3. Teaching anger management skills;
4. Teaching and modeling effective parenting skills;
5. Working with biological parents and the clients as needed to assist with reunification;
6. Assisting foster families to develop links to community partners and encouraging and empowering families to use those resources. Examples may include clergy, family members, and friends;
7. Developing and guiding parents in behavioral interventions;
8. Using evidence-based practices to identify and reinforce appropriate family roles and relationships;
9. Identifying communication patterns among family members and teaching family members appropriate response and coping mechanisms; and
10. Utilizing a recovery-oriented strengths-based approach in delivering treatment services.

C. Use of other County Community Based Organizations (CBOs)/mental health service providers requires prior review and authorization by the Behavioral Wellness Team Supervisor or Regional Manager.

4. OPERATIONS.

- A. **Service Intensity.** Contractor shall provide at least one (1) face-to-face service every week for each client. Service levels shall be based upon individualized needs of the client and may be adjusted to prevent client's move to a higher level of care. Clients needing a higher level of services shall be referred to the coordinators meeting.
- B. **Treatment Location.** The primary service location will be office based or community locations best suited for the client's and family's needs (i.e. home, parks, and schools).
- C. **Staff to Client Caseload Ratios.** The Program shall operate with a client to staff ratio of approximately twenty (20) clients to one (1.0) FTE direct service staff member with a total census of fifty (50) clients for the year.
- D. **Hours of Operation and Staff Coverage.** Contractor shall operate a schedule which shall be flexible to accommodate the client and family, and allow Contractor's staff to meet with the client in their treatment location Monday through Friday, including evenings, and weekends as needed. Contractor is not expected to provide availability for crisis response twenty-four hours per day, seven days per week.

5. CLIENTS AND PROGRAM CAPACITY.

- A. Contractor shall provide Program services to Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, Chapter 11, CCR who

are residing in foster placement and their foster families regardless if the client is served by Behavioral Wellness Children's Clinics. County shall only reimburse Contractor for Program services provided to clients who:

1. Are Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, Chapter 11, CCR and assessed at a high level of risk based on County's outcomes and level of care instrument; and
 2. Have an open case file (episode) entered by Contractor into County's Management Information System (MIS) system.
- B.** Contractor shall provide the services described above in Section 3 (Services) to a minimum caseload of twenty (20) clients at any given time. Contractor's caseload may fluctuate if clients shift between the Program and Contractor's Intensive In-Home Program as described in Exhibit A-5. The County desires dedicated staff for each contracted program.

6. ADMISSION CRITERIA.

Clients shall be foster children and youth who have a diagnosis of Seriously Emotionally Disturbed (SED) and/or who are Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, Chapter 11, CCR; and assessed at a high level of risk based on County's outcomes and level of care instrument, as directed by Behavioral Wellness.

7. REFERRALS.

- A.** Contractor shall provide services for client referrals made by CWS based on their screenings.
- B.** Contractor shall respond to referrals and initiate services (Assessment to determine Class/Subclass) for those clients that are admitted within three (3) business days.
- C.** Contractor shall not carry a waiting list and shall refer back to the County any client for whom Contractor is unable to initiate service within stated timelines above in this Section 7 (Referrals).
- D.** Clients will meet medical necessity and will have mild to moderate mental health issues.

8. DOCUMENTATION REQUIREMENTS.

- A.** Assessment: Contractor shall complete a comprehensive assessment.
- B.** Client Service Plan. The Contractor shall complete a Treatment Plan for each client receiving services.
- C.** For clients already open to Behavioral Wellness, Contractor shall have shared access to Behavioral Wellness' client file, and shall access the file, for each client referred and treated, which shall contain the following terms:
 1. A copy of the County referral form.
 2. A client face sheet, listing all of the County programs to which the client has been admitted over time, and is currently admitted, including hospitalizations.

3. A copy of the most recent initial assessment, comprehensive assessment, or assessment update.
4. A copy of the most recent medication record and health questionnaire.
5. A copy of the currently valid Client Service Plan, as described above in this Section 8 (Documentation Requirements), indicating the goals and interventions for client enrollment in the Program.
6. Client's Medi-Cal Eligibility Database Sheet (MEDS).
7. Other documents as reasonably requested by County.

9. CLIENT SERVICE PLAN.

A. Contractor shall complete a Client Service Plan and assessments for each client receiving Program services in accordance with Behavioral Wellness Clinical Documentation Manual, available at:

<https://www.countyofsb.org/behavioral-wellness/policy/2735>.

B. Contractor shall participate in Behavioral Wellness Children's Clinic 30-day review meetings with the Regional Manager to review Pathways to Well-Being cases. All shared cases will be reviewed a minimum of monthly, to examine client need for continued treatment in the Program. For the cases that are authorized by QCM, the Contractor shall submit a reauthorization request for cases that require ongoing services.

10. DISCHARGE PLAN. Contractor staff shall develop a discharge plan that is responsive to the client's needs and personal goals.

A. Contractor shall follow Behavioral Wellness policy #8.303 Client Discharge and Continuity of Care for Mental Health Services regarding discharges in conformity with the Behavioral Wellness Mental Health Plan, available at <http://countyofsb.org/behavioral-wellness>.

B. Discharge Criteria. The appropriateness for client discharge shall be determined by Contractor on a case by case basis. Criteria for discharge include:

1. Treatment goals have been sufficiently met;
2. The determination that the treatment goals have not been met as determined by Contractor. The client and family shall be provided with referrals to more appropriate treatment;
3. The determination that significant progress has been made, even if not all goals have been met, such that the client and family no longer require the intensive level of services provided by the Program;
4. The client's request to terminate services; or
5. Client and family relocating out of the Program's service area.

11. STAFFING. Contractor shall adhere to the Program staffing requirements outlined below. Contractor and County may amend the Program staffing requirements by agreement. Amendments to these requirements shall be agreed to in writing by Contractor and the

Director of the Department of Behavioral Wellness or designee. Such amendments do not alter the Maximum Contract Amount and do not require an amendment to this Agreement.

A. The Program shall include a combination of Contractor and County staff, with clients referred to County psychiatric for treatment functions if needed (functions performed by a psychiatrist, nurse, or psychiatric technician). County shall provide psychiatric and medication support to Program clients who require these services. County staff shall work in conjunction with Contractor staff to deliver seamless multi-disciplinary treatment, rehabilitation, and support services.

1. 1.13 FTE direct service staff, as described below. Program staffing levels between the Intensive In-Home and Pathways to Well-Being programs may be adjusted as client volume fluctuates between the two programs.
2. 1.13 FTE Therapists who shall be licensed mental health professionals or waived/registered professionals as described in Title 9 CCR sections 1810.223 and 1810.254, DHCS Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice (IN) No. 17-040, and below in sections B and C for an average of twenty-five (25) clients for 1.0 FTE.
3. 0.30 FTE Clinical and Program supervisory staff, who shall be licensed mental health professionals or waived/registered professionals as described in Title 9 CCR Sections 1810.223 and 1810.254.
4. 0.07 FTE Program Data Compliance Specialist who shall be solely dedicated to the data analysis and structuring of the data and reports for required program outcomes and impact. Specifically, this position provides collaboration on the:
 - i. Quarterly staffing report;
 - ii. Program outcomes/narrative reports;
 - iii. ShareCare data analysis, reoccurrences of visits, and number of sessions for program compliance;
 - iv. Network Adequacy Certification Tool; and
 - v. Day-to-day questions and data analysis support.

B. Title 9 CCR Sections 1810.223 and 1810.254 include:

1. Licensed mental health professionals Title 9 CCR Section 1810.223 includes:
 - i. Licensed physicians;
 - ii. Licensed psychologists;
 - iii. Licensed clinical social workers;
 - iv. Licensed marriage and family therapists;
 - v. Licensed psychiatric technicians;
 - vi. Registered Nurses; and
 - vii. Licensed Vocational Nurses.

2. Waivered/Registered Professional under Title 9 CCR Section 1810.254 includes an individual who has:
 - i. A waiver of psychologist licensure issued by the Department; or
 - ii. Registered with the corresponding state licensing authority for psychologists, marriage and family therapists, or clinical social workers to obtain supervised clinical hours for psychologist, marriage and family therapist, or clinical social worker licensure.
3. Interns/Trainees. Contractor may utilize interns or trainees as staff for program services but only as is consistent with any and all applicable laws, regulations, and policies, as may be amended, and as follows:
 - i. Graduate student Interns/Trainees under the direct supervision of Contractor's licensed mental health professionals or waived/registered professionals; and
 - ii. Interns/Trainees who have graduated and are in the 90-day period prior to obtaining their associate number if a Livescan is provided for the intern/trainee.

C. DHCS MHSUDS Information Notice No. 17-040 includes:

1. The following mental health professionals may provide and direct others in providing Specialty Mental Health Services (SMHS), within their respective scope of practice:
 - i. Physicians;
 - ii. Psychologists;
 - iii. Licensed Clinical Social Workers;
 - iv. Licensed Professional Clinical Counselors;
 - v. Marriage and Family Therapists;
 - vi. Registered Nurses;
 - vii. Certified Nurse Specialists; and
 - viii. Nurse Practitioners. (State Plan, Section 3, Supplement 3 to Attachment 3.1-A, pages 2m-2o)
2. Waivered/registered mental health professionals may only direct services under the supervision of a Licensed Mental Health Professional (LMHP) in accordance with applicable laws and regulations governing the registration or waiver (Title 9 CCR 1840.314 (e) (1)(F)).

EXHIBIT B

FINANCIAL PROVISIONS

EXHIBIT B

FINANCIAL PROVISIONS - ADP

(Applicable to programs described in Exhibit A-2 through A-3)

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

This Agreement provides for reimbursement for Alcohol and Drug Program services up to a Maximum Contract Amount, reflected in Section II below and Exhibit B-1 ADP. For all services provided under this Agreement, Contractor will comply with all requirements necessary for reimbursement in accordance with the regulations applicable to the funding sources identified in the Exhibit B-1 ADP, the Intergovernmental Agreement, Contract Number 18-95148, the Proposition 47 Grant Agreement between the County and the California Board of State and Community Corrections (Contract Number BSCC 506-19), and other applicable Federal, State and local laws, rules, manuals, policies, guidelines and directives.

I. PAYMENT FOR SERVICES.

- A. **Performance of Services.** Contractor shall be compensated on a cost reimbursement basis, subject to the limitations described in this Agreement and all exhibits hereto, for provision of the Units of Service (UOS) established in the Exhibit B-1- ADP based on satisfactory performance of the Alcohol and Drug Program services described in Exhibit A-2 through A-3.
- B. **Drug Medi-Cal Services.** The services provided by Contractor's Program described in Exhibit A-2 through A-3 that are covered by the Drug Medi-Cal Program will be reimbursed by County from Federal Financial Participation (FFP) and State and local matching funds as specified in Exhibit B-1-ADP and subject to Paragraph F (Funding Sources) of this Exhibit B-ADP. Pursuant to Title 9 California Code of Regulations (C.C.R.) Section 9533(a) (2), Contractor shall accept proof of eligibility for Drug Medi-Cal as payment in full for treatment services rendered, and shall not collect any other fees from Drug Medi-Cal clients, except where a share of cost, defined in Title 22 C.C.R. Section 50090, is authorized under Title 22 C.C.R. Section 50651 et seq. Contractor shall not charge fees to beneficiaries for access to Drug Medi-Cal substance abuse services or for admission to a Drug Medi-Cal treatment slot.
- C. **Non-Drug Medi-Cal Services.** County recognizes that some of the services provided by Contractor's Program, described in Exhibit A-2 through A-3, may not be reimbursable by Drug Medi-Cal, or may be provided to individuals who are not Drug Medi-Cal eligible and such services may be reimbursed by other County, State, and Federal funds only to the extent specified in Exhibit B-1 ADP and pursuant to Section I, Paragraph F (Funding Sources) of this Exhibit B-ADP. Funds for these services are included within the Maximum Contract Amount and are subject to the same requirements as funds for services provided pursuant to the Drug Medi-Cal program.
- D. **Limitations on Use of Funds Received Pursuant to this Agreement.** Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A-2 through A-3 to this Agreement. Expenses shall

comply with the requirements established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (45 C.F.R. Part 75), and all other applicable regulations. Violation of this provision or use of County funds for purposes other than those described in Exhibit A-2 through A-3 shall constitute a material breach of this Agreement.

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

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

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

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$6,262,724**, inclusive of **\$615,170** in Alcohol and Drug Program funding, inclusive of \$253,046 for FY 21-22; \$204,124 for FY 22-23; and \$158,000 for FY 23-24, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-ADP. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

III. OPERATING BUDGET AND PROVISIONAL RATE.

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

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

1. Drug Medi-Cal Services:
 - a. For recurring contracts, the Provisional Rate shall be established by Behavioral Wellness using the historical data from the Contractor’s prior fiscal periods.
 - b. For new contracts, the County Maximum Allowable rate will be the Provisional Rate for all new contracts.
2. For all other services, the rate or billing increment shall be as reflected in Exhibit B-1 ADP.

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

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

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

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

V. ACCOUNTING FOR REVENUES.

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

services/activities and/or funds paid by County to Contractor shall also be accounted for in the Operating Budget. Contributions designated in Exhibit B-1-ADP shall be offset from invoices and the annual cost report.

VI. REALLOCATION OF PROGRAM FUNDING.

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

VII. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

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

B. Submission of Claims and Invoices:

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

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

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

2. Submission of Invoices for Non-Drug Medi-Cal Services. Contractor shall submit a written invoice electronically to adpfinance@co.santa-barbara.ca.us on a form acceptable to or provided by County within 10 calendar days of the end of the month

in which Non-Drug Medi-Cal services as described in the Exhibit A(s) are delivered and shall include:

- a. Sufficient detail and supporting documentation to enable an audit of the charges,
- b. The amount owed by County, and
- c. The contract number and signature of Contractor's authorized representative.

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

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

C. Payment Limitations.

1. Payment for Drug Medi-Cal services will be based on the UOS accepted into MIS and claimed to the State on a monthly basis.
2. The Program Contract Maximums specified in Exhibit B-1 and this Exhibit B-ADP are intended to cover services during the entire term of the agreement, unless otherwise specified in Exhibit A-2 through A-3 (such as time-limited or services tied to the school year). Under no circumstances shall Contractor cease services prior to June 30 due to an accelerated draw down of funds earlier in the Fiscal Year. Failure to provide services during the entire term of the Agreement may be considered a breach of contract and subject to the Termination provisions specified in the Agreement.

D. Monthly Financial Statements. Within 15 calendar days of the end of the month in which alcohol and other drug services are delivered, Contractor shall submit monthly financial statements reflecting the previous month's and cumulative year to date direct and indirect costs and other applicable revenues for Contractor's programs described in Exhibit A-2 through A-3. Financial Statements shall be submitted electronically to adpfinance@co.santa-barbara.ca.us.

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

F. Withholding of Payment for Unsatisfactory Clinical Work. Director or designee may deny payment for services when documentation of clinical work does not meet

minimum State and County written standards.

G. Claims Submission Restrictions.

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

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

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

VIII. COST REPORT.

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

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

IX. PRE-AUDIT COST REPORT SETTLEMENTS.

- A. Pre-audit Cost Report Settlements.** Based on the Annual Cost Report(s) submitted pursuant to this Exhibit B-ADP Section VIII (Cost Report) and State approved UOS, at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the State and/or County will perform pre-audit cost report settlement(s). Such settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or federal statutes, regulations, policies and procedures, or requirements pertaining to cost reporting and settlements for applicable federal and/or State programs. Settlement shall be adjusted to the lower of:
1. Contractor's published charge(s) to the general public, as approved by the Contractor's governing board; unless the Contractor is a Nominal Charge Provider.

This federal published charges rule is applicable only for outpatient, rehabilitative, case management and 24-hour services.

2. The Contractor's actual costs.
3. The County Maximum Allowable rate.

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

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

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

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

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

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

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

EXHIBIT B
FINANCIAL PROVISIONS- MHS

(Applicable to programs described in Exhibit A-4 through A-8)
(With attached Exhibit B-1 MHS, Schedule of Rates and Contract Maximum)

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

I. PAYMENT FOR SERVICES.

- A. Performance of Services.** Contractor shall be compensated on a cost reimbursement basis, subject to the limitations described in this Agreement and all exhibits hereto, for provision of the Units of Service (UOS) or other deliverables as established in Exhibit B-1-MHS based on satisfactory performance of the services described in Exhibit A-5 through A-8.
- B. Medi-Cal Billable Services.** The services provided by Contractor's Program described in Exhibit A-5 through A-8 that are covered by the Medi-Cal Program will be reimbursed by County from Federal Financial Participation (FFP) and State and local matching funds as specified in Exhibit B-1-MHS and subject to Section I.F (Funding Sources) of this Exhibit B MHS.
- C. Non-Medi-Cal Billable Services.** County recognizes that some of the services provided by Contractor's Program, described in Exhibit A-5 through A-8, may not be reimbursable by Medi-Cal, and such services may be reimbursed by other County, State, and Federal funds to the extent specified in Exhibit B-1-MHS and pursuant to Section I.F (Funding Sources) of this Exhibit B MHS. Funds for these services are included within the Maximum Contract Amount, and are subject to the same requirements as funds for services provided pursuant to the Medi-Cal program.
- D. Medi-Cal Subsidy.** County may provide a subsidy to Contractor, as specified in Exhibit B-1-MHS for Non-Medi-Cal services provided in Medi-Cal programs. Subsidy shall not be used to reimburse disallowed costs including those in excess of budgeted amounts, improper costs, and any audit exceptions or adjustments. Reallocation of subsidy is at the discretion of the Behavioral Wellness Director or designee. Contractor shall make written application to Behavioral Wellness Director or designee, in advance and no later than April 1 of each Fiscal Year, to reallocate subsidy as outlined in Exhibit B-1-MHS between programs. Behavioral Wellness Director or designee reserves the right to approve a subsidy reallocation in the year-end cost settlement.
- E. Limitations on Use of Funds Received Pursuant to this Agreement.** Contractor shall use the funds provided by County exclusively for the purposes of performing the services

described in Exhibit A-5 through A-8 to this Agreement. Expenses shall comply with the requirements established in OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and all other applicable regulations. Violation of this provision or use of County funds for purposes other than those described in the Exhibit A(s) shall constitute a material breach of this Agreement.

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

G. Beneficiary Liability for Payment.

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

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

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$6,262,724**, inclusive of **\$5,647,554** in Mental Health funding, inclusive of \$1,882,518 for FY 21-22; \$1,882,518 for FY 22-23; and \$1,882,518 for FY 23-24, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-MHS and subject to the provisions in Section I (Payment for Services). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

III. OPERATING BUDGET AND PROVISIONAL RATE.

A. Operating Budget. Prior to the Effective Date of this Agreement, Contractor shall

provide County with an Operating Budget on a format acceptable to, or provided by County, based on costs of net of revenues as described in this Exhibit B-MHS, Section IV (Accounting for Revenues). The approved Operating Budget shall be attached to this Agreement as Exhibit B-2. County may disallow any expenses in excess of the adopted operating budget. Contractor shall request, in advance, approval from County for any budgetary changes. Indirect costs are limited to 15% of direct costs for each program and must be allocated in accordance with a cost allocation plan that adheres with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- B. Provisional Rate.** County agrees to reimburse Contractor at a Provisional Rate (the "Provisional Rate") during the term of this Agreement. For recurring contracts, the Provisional Rate shall be established by using the historical data from prior fiscal periods. The Provisional Rate for all new contracts will be based on actual cost or the County Maximum Allowable rate. Quarterly, or at any time during the term of this Agreement, Behavioral Wellness Director or designee shall have the option to adjust the Provisional Rate to a rate based on allowable costs less all applicable revenues and the volume of services provided in prior quarters. Adjustment of the Provisional Rate does not alter the Maximum Contract Amount and does not require an amendment to this Agreement.

IV. ACCOUNTING FOR REVENUES.

- A. Accounting for Revenues.** Contractor shall comply with all County, State, and Federal requirements and procedures, including, but not limited to, those described in California Welfare and Institutions Code (WIC) Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP), (2) the eligibility of patients/clients for Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Grants, and any other revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor shall also be accounted for in the Operating Budget. Contributions designated in Exhibit B-1-MHS shall be offset from invoices and the annual cost report, unless otherwise negotiated with the County and approved in writing.
- B. Internal Procedures.** Contractor shall maintain internal financial controls which adequately ensure proper billing and collection procedures. Contractor shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort. All fees paid by or on behalf of patients/clients receiving services under this Agreement shall be utilized by Contractor only for the delivery of service units specified in Exhibit A-5 through A-8 to this Agreement.

V. REALLOCATION OF PROGRAM FUNDING.

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

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

VI. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

A. Submission of Claims and Invoices.

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

financecbo@co.santa-barbara.ca.us

Santa Barbara County Department of Behavioral Wellness

ATTN: Accounts Payable

429 North San Antonio Road

Santa Barbara, CA 93110-1316

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

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

B MHS are intended to cover services during the entire term of the Agreement, unless otherwise specified in Exhibit A-5 through A-8 to this Agreement (such as time-limited or services tied to the school year). Under no circumstances shall Contractor cease services prior to June 30 due to an accelerated draw down of funds earlier in the Fiscal Year. Failure to provide services during the entire term of the Agreement may be considered a breach of contract and subject to the Termination provisions specified in the Agreement.

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

- B. Subsidy Payments.** This section applies to providers with programs that have subsidy funding allocations. For each program with subsidy funding comprising 5% or less of the total program funding allocation set forth in Exhibit B-1-MHS, payment of subsidy will occur at cost settlement after the year end cost report has been submitted and costs are determined to be in compliance with contract terms and State and Federal regulations. For providers with more than 5% total subsidy funding in any program, the final subsidy payment, or up to a maximum of 20% of total subsidy funding allocated for the given program in Exhibit B-1-MHS, will be withheld until the year end cost report has been submitted and costs are determined to be in compliance with contract terms and State and Federal regulations.
- C. Monthly Financial Statements.** Within 15 calendar days of the end of the month in which services are delivered, Contractor shall submit monthly financial statements reflecting the previous month's and cumulative year to date direct and indirect costs and other applicable revenues for Contractor's programs described in Exhibit A-5 through A-8. If a program has both Medi-Cal billable costs and Non-Medi-Cal billable costs, Contractor shall separately identify Non-Medi-Cal billable costs on their financial statements.
- D. Withholding of Payment for Non-submission of Service Data and Other Information.** If any required service data, invoice, financial statement or report is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Behavioral Wellness Director or designee. Behavioral Wellness Director or designee shall review such submitted service data within sixty (60) calendar days of receipt.
- E. Withholding of Payment for Unsatisfactory Clinical Documentation.** Behavioral Wellness Director or designee shall have the option to deny payment for services when documentation of clinical services does not meet minimum Federal, State and County written standards. County may also deny payment for services that are provided without a current client service plan.
- F. Claims Submission Restrictions.**

1. **12-Month Billing Limit.** Unless otherwise determined by State or federal regulations (e.g. Medi-Medi cross-over), all original (or initial) claims for eligible individual persons under this Agreement must be received by County within 12 months from the month of service to avoid denial for late billing.
 2. **No Payment for Services Provided Following Expiration/ Termination of Agreement.** Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.
- G. Claims Certification and Program Integrity.** Contractor shall certify that all UOS entered by Contractor into MIS for any payor sources covered by this Agreement are true and accurate to the best of Contractor's knowledge.
- H. Overpayments.** If the Contractor discovers an overpayment, Contractor must notify the County in writing of the reason for the overpayment. Any overpayments of contractual amounts must be returned via direct payment within 30 days to the County. County may withhold amounts from future payments due to Contractor under this Agreement or any subsequent agreement if Contractor fails to make direct payment within the required timeframe.

VII. COST REPORT

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

Settlements) below. Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.

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

1. A Late Penalty of ONE HUNDRED DOLLARS (\$100) for each day that the accurate and complete Annual Cost Report(s) are not submitted. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report. The Late Penalty shall commence on the forty-sixth (46th) day after the deadline or the expiration or termination date of this Agreement. The late fee will be invoiced separately or deducted from future payments due to Contractor under this Agreement or a subsequent agreement.
2. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred and fifth (105th) day after the due date set in Section VII.A (Submission of Cost Report) or the expiration or termination date of this Agreement, then all amounts paid by County to Contractor in the Fiscal Year for which the Annual Cost Report(s) are outstanding shall be repaid by Contractor to County within 90 days. Further, County may terminate any current contracts entered into with Contractor for programs covered by the outstanding Annual Cost Reports.
3. In addition, County may withhold payments of additional funds owed to Contractor until the cost report that is due has been submitted if Contractor does not submit the cost report by the reporting deadline.

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

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

VIII. PRE-AUDIT COST REPORT SETTLEMENTS

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

1. Contractor's published charge(s) to the general public, as approved by the

Contractor's governing board; unless the Contractor is a Nominal Fee Provider. This federal published charges rule is applicable only for the outpatient, rehabilitative, case management and 24-hour services.

2. The Contractor's actual costs.
 3. The County Maximum Allowable rate, unless Director or designee approves in writing in the year end cost settlement, that use of the County Maximum Allowable rate was waived for settlement purposes.
- B. Issuance of Findings.** County's issuance of its pre-audit cost report settlement findings shall take place no later than one-hundred-twenty (120) calendar days after Contractor's submission of the original and final/reconciled cost reports.
- C. Payment.** In the event that Contractor adjustments based on any of the above methods indicate an amount due the County, Contractor shall pay County by direct payment within thirty (30) days or from deductions or withholding of future payments due to Contractor under this Agreement or a subsequent agreement, if any, at the sole discretion of the Behavioral Wellness Director or designee.

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

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

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

(Applicable to programs described in Exhibit A2 – A3)

CONTRACTOR NAME Family Service Agency

FISCAL YEAR: 2021-24

Drug Medi-Cal /Non Drug Medi-Cal	Service Type	Mode	Service Description	Unit of Service	DMC Service Function Code	AoD Cost Report Service Code	County Maximum Allowable Rate
Non - Drug Medi-Cal Billable Services	Early Intervention	N/A	Early Intervention	Direct Service Hours	N/A	18	Actual Cost ¹
	Case Management	N/A	Case Management	Direct Service Hours	N/A	68	Actual Cost ¹

	Program		TOTAL
	Strengthening Families Program	Prop 47 Step Down Facility - Case Management	
GROSS COST:	\$ 158,000	\$ 95,046	\$ 253,046
LESS REVENUES COLLECTED BY CONTRACTOR:			
PATIENT FEES			\$ -
CONTRIBUTIONS			\$ -
OTHER (LIST):			\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ -
MAXIMUM CONTRACT AMOUNT PAYABLE:	\$ 158,000	\$ 95,046	\$ 253,046

SOURCES OF BEHAVIORAL WELLNESS FUNDING FOR MAXIMUM CONTRACT AMOUNT**			
Drug Medi-Cal			\$ -
Realignment/SAPT - Discretionary			\$ -
Realignment/SAPT - Perinatal			\$ -
Realignment/SAPT - Adolescent Treatment	\$ 158,000		\$ 158,000
Realignment/SAPT - Primary Prevention			\$ -
CalWORKS			\$ -
Other County Funds		\$ 95,046	\$ 95,046
FY21-22 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	\$ 158,000	\$ 95,046	\$ 253,046
FY22-23 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	\$ 158,000	\$ 46,124	\$ 204,124
FY23-24 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	\$ 158,000	\$ -	\$ 158,000
GRAND TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	\$ 474,000	\$ 141,170	\$ 615,170

CONTRACTOR SIGNATURE:

DocuSigned by:
Lisa Brabo

5658639A7B50479...
 DocuSigned by:

FISCAL SERVICES SIGNATURE:

Melissa Mango

FB27946053EC4CE...

***Funding sources are estimated at the time of contract execution and may be reallocated at the discretion of Behavioral Wellness director or designee based on available funding sources.

¹Reimbursement based on approved costs.

EXHIBIT B-1- MHS

SCHEDULE OF RATES AND CONTRACT MAXIMUM

(Applicable to programs described in Exhibit A5 – A8)

CONTRACTOR NAME:

Family Service Agency (FSA)

FISCAL
YEAR: 2021-2024

Contracted Services(1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate (4)
Medi-Cal Billable Services	Outpatient Services	15	Targeted Case Management	Minutes	01	\$2.64
			Intensive Care Coordination	Minutes	07	\$2.64
			Collateral	Minutes	10	\$3.41
			*MHS- Assessment	Minutes	30	\$3.41
			MHS - Plan Development	Minutes	31	\$3.41
			*MHS- Therapy (Family, Individual)	Minutes	11, 40	\$3.41
			MHS - Rehab (Family, Individual)	Minutes	12, 41	\$3.41
			MHS - IHBS	Minutes	57	\$3.41
			Crisis Intervention	Minutes	70	\$5.06

	PROGRAM					TOTAL
	Intensive In-Home	Managed Care (FFS)	School Based Counseling	Carpinteria START	Pathways to Well Being (Formerly HOPE)	
GROSS COST:	\$ 1,046,818	\$ 247,123	\$ 284,595	\$ 108,982	\$ 195,000	\$1,882,518
LESS REVENUES COLLECTED BY CONTRACTOR:						
PATIENT FEES						\$ -
CONTRIBUTIONS						\$ -
OTHER (LIST): School District Funding						\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ -	\$ -		\$0
MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:	\$ 1,046,818	\$ 247,123	\$ 284,595	\$ 108,982	\$ 195,000	\$ 1,882,518

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)						
MEDI-CAL (3)	\$ 994,477	\$ 234,767	\$ 270,365	\$ 65,389	\$ 185,250	\$ 1,750,248
NON-MEDI-CAL						\$ -
SUBSIDY	\$ 52,341	\$ 12,356	\$ 14,230	\$ 43,593	\$ 9,750	\$ 132,270
OTHER (LIST):						\$ -
MAXIMUM 21-22 CONTRACT AMOUNT PAYABLE:	\$ 1,046,818	\$ 247,123	\$ 284,595	\$ 108,982	\$ 195,000	\$ 1,882,518
MAXIMUM 22-23 CONTRACT AMOUNT PAYABLE:	\$ 1,046,818	\$ 247,123	\$ 284,595	\$ 108,982	\$ 195,000	\$ 1,882,518
MAXIMUM 23-24 CONTRACT AMOUNT PAYABLE:	\$ 1,046,818	\$ 247,123	\$ 284,595	\$ 108,982	\$ 195,000	\$ 1,882,518
TOTAL CONTRACT AMOUNT PAYABLE:	\$ 3,140,454	\$ 741,369	\$ 853,785	\$ 326,946	\$ 585,000	\$ 5,647,554

CONTRACTOR SIGNATURE:

DocuSigned by:

Lisa Bravo

FISCAL SERVICES SIGNATURE:

Christie Boyer

(1) Additional services may be provided if authorized by Director or designee in writing.

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

(3) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental and SB 163.

(4) CMA rate applies to FY 21-22. CMA rate may be adjusted in subsequent contract years as authorized by Director or designee.

* MHS Assessment and MHS Therapy services may only be provided by licensed, registered or waived Mental Health clinicians, or graduate student interns under direct supervision of a licensed, registered or waived Mental Health clinician.

EXHIBIT B-2

ENTITY BUDGET BY PROGRAM

AGENCY NAME: Family Service Agency of Santa Barbara CountyCOUNTY FISCAL YEAR: 21-24

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LINE #	COLUMN #	1	2	3	4	5	6	7	8	9	10
	I. REVENUE SOURCES:		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Managed Care (FFS)	Intensive In Home (IIH)	Pathways to WellBeing (HOPE)	School Based Counseling (SBC)	Carpinteria START (Carp Start)	Strengthening Families Program (ADP-FRC)	Prop47 Step Down Facility (BWELL- PR47)
1	Contributions		\$ 552,166	\$ -							
2	Foundations/Trusts		\$ 1,101,937	\$ -							
3	Event Income (net)		\$ 125,000	\$ -							
4	Behavioral Wellness Funding		\$ 2,135,564	\$ 2,135,564	\$ 247,123	\$ 1,046,818	\$ 195,000	\$ 284,595	\$ 108,982	\$ 158,000	\$ 95,046
5	Other Government Funding		\$ 4,536,924	\$ -							
6	Private Insurance		\$ 171,000	\$ -							
7	Other Contracts incl School Districts		\$ 5,933,533	\$ -							
8	Release from Restrictions		\$ 200,000	\$ -							
9	Rent, Grant/Loan		\$ 51,147	\$ -							
10	Total Other Revenue		\$ 14,807,271	\$ 2,135,564	\$ 247,123	\$ 1,046,818	\$ 195,000	\$ 284,595	\$ 108,982	\$ 158,000	\$ 95,046
	II. Client and Third Party Revenues:										
11	Client Fees			\$ -							
12	SSI			\$ -							
13	Other (specify)			\$ -							
14	Total Client and Third Party Revenues		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	GROSS PROGRAM REVENUE BUDGET		\$ 14,807,271	\$ 2,135,564	\$ 247,123	\$ 1,046,818	\$ 195,000	\$ 284,595	\$ 108,982	\$ 158,000	\$ 95,046

EXHIBIT B-2
ENTITY BUDGET BY PROGRAM

	III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Managed Care (FFS)	Intensive In Home (IIH)	Pathways to WellBeing (HOPE)	School Based Counseling (SBC)	Carpinteria START (Carp Start)	Strengthening Families Program (ADP-FRC)	Prop47 Step Down Facility (BWELL- PR47)
	III.A. Salaries and Benefits Object Level									
16	Salaries (Complete Staffing Schedule)	\$ 8,413,545	\$ 1,339,463	\$ 154,613	\$ 671,323	\$ 125,455	\$ 184,994	\$ 67,324	\$ 70,649	\$ 65,105
17	Employee Benefits & Payroll Taxes (Billed Fringe)	\$ 2,846,049	\$ 361,618	\$ 41,745	\$ 181,257	\$ 33,873	\$ 49,949	\$ 18,178	\$ 19,072	\$ 17,544
18	Salaries and Benefits Subtotal	\$ 11,259,594	\$ 1,701,081	\$ 196,358	\$ 852,580	\$ 159,328	\$ 234,943	\$ 85,502	\$ 89,721	\$ 82,649
	III.B Services and Supplies Object Level									
19	Program Consultants	\$ 281,814	\$ 29,100	\$ 3,000	\$ 15,000	\$ 3,300	\$ 4,000	\$ 1,800	\$ 2,000	
20	Program Mileage/Travel	\$ 102,954	\$ 11,750	\$ 1,000	\$ 7,000	\$ 1,500	\$ 600	\$ 300	\$ 1,350	
21	Program Supplies	\$ 624,937	\$ 28,797	\$ 4,000	\$ 9,597	\$ 1,400	\$ 3,000	\$ 800	\$ 10,000	
22	Program Utilities	\$ 68,297	\$ 12,500	\$ 3,000	\$ 7,500	\$ 400	\$ 600	\$ 200	\$ 800	
23	Program Trainings	\$ 46,676	\$ 3,300	\$ 500	\$ 1,500	\$ 200	\$ 800	\$ 300		
24	Program Telephone/Internet	\$ 116,930	\$ 16,522	\$ 3,200	\$ 8,000	\$ 2,022	\$ 2,000	\$ 500	\$ 800	
25	Program Bldg Maintenance	\$ 152,404	\$ 15,843	\$ 3,631	\$ 8,500	\$ 1,216	\$ 931	\$ 566	\$ 1,000	
26	Program Rent	\$ 72,586	\$ 9,500	\$ 100	\$ 500	\$ 100	\$ 500	\$ 4,800	\$ 3,500	
27	Program Outreach (Media)	\$ 37,200	\$ 400	\$ 100	\$ 100	\$ 100	\$ 100	\$ -		
28	Program Equipment	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
29	Subcontracts	\$ 1,175,933	\$ 28,220	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,220	
30	Fundraising/Development Expenses	\$ 161,629	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
31	Unallowable/Other Costs	\$ 57,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
32	Services and Supplies Subtotal	\$ 2,923,680	\$ 155,931	\$ 18,531	\$ 57,697	\$ 10,238	\$ 12,531	\$ 9,266	\$ 47,670	\$ -
33	SUBTOTAL DIRECT COSTS	\$ 14,183,274	\$ 1,857,012	\$ 214,889	\$ 910,277	\$ 169,565	\$ 247,474	\$ 94,767	\$ 137,391	\$ 82,649
	IV. INDIRECT COSTS									
34	Administrative Indirect Costs (Reimbursement limited to 15%)	\$ 623,997	\$ 278,552	\$ 32,233	\$ 136,541	\$ 25,435	\$ 37,121	\$ 14,215	\$ 20,609	\$ 12,397
35	GROSS DIRECT AND INDIRECT COSTS	\$ 14,807,271	\$ 2,135,564	\$ 247,123	\$ 1,046,818	\$ 195,000	\$ 284,595	\$ 108,982	\$ 158,000	\$ 95,046

****Contribution solely cover cost in excess of Contract Maximum or cost not reimbursable under this Agreement**

EXHIBIT B-3- ADP**Sliding Fee Scale**

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

**ANNUAL GROSS FAMILY INCOME
NUMBER OF DEPENDENTS**

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

**MONTHLY GROSS FAMILY INCOME
NUMBER OF DEPENDENTS**

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

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

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

EXHIBIT C
STANDARD
INDEMNIFICATION
AND
INSURANCE PROVISIONS

EXHIBIT C**Indemnification and Insurance Requirements**(For Professional Contracts version 2014 04 04)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

B. Other Insurance Provisions

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

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

beginning shall not waive the Contractor's obligation to provide them. The Contractor shall furnish evidence of renewal of coverage throughout the term of the Agreement. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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

EXHIBIT D
CERTIFICATIONS REGARDING
LOBBYING

Attachment 1
State of California
Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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


Family Service Agency of Santa Barbara County ~~County~~ Lisa Brabo

Name of Contractor

Printed Name of Person Signing for Contractor

Contract / Grant Number

DocuSigned by:

 Lisa Brabo

Signature of Person Signing for Contractor

6/8/2021

Executive Director

Date

Title

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

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

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

Attachment 2

Approved by OMB
0348-0046**CERTIFICATION REGARDING LOBBYING**

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

(See reverse for public burden disclosure)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known: Congressional District If known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District If known:	
6. Federal Department Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	10.b. Individuals Performing Services <i>(including address if different from 10a last name, first name, MI):</i>	
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 No.: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

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

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

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

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

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

EXHIBIT E – ADP

PROGRAM GOALS, OUTCOMES, AND MEASURES

Strengthening Families		
Program Goals	Outcomes	Measures
Provide the Strengthening Families education and skills training program throughout Santa Barbara County	1. Achieve Strengthening Families performance expectations	90% of program expectations met
	2. Demonstrate impact on adults/parents	5% increase in family strengths and resilience (parents)
	3. Demonstrate impact on youth/children	5% decrease in risk factors and/or problem behaviors (children)

Program Evaluation Step Down Housing		
Program Goals	Outcomes+	(all outcomes are in %)
1. Reduce mental health and substance abuse symptoms resulting in reduced utilization of involuntary care and emergency rooms for mental health and physical health problems.	A. Incarcerations/Juvenile Hall	≤5
	B. Psychiatric Inpatient Admissions	≤5
	C. Physical Health Hospitalizations	≤10
	D. Physical Health Emergency Care	≤10
2. Assist clients 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	≥95
	B. Engaged in Purposeful Activity	≥40
	C. Of those who discharged (#dc = denominator): % who transitioned to a higher level of care	≤15
	D. Of those who discharged (#dc = denominator): % who transitioned to a lower level of care (or graduated/discharged from care no longer needed or medical necessity not met)	≥85
3. Provide Case Management Services to assist clients with engagement to self-sufficiency and engagement to treatment services.	A. % clients referred to SUD or MH treatment services	50%
	B. % initiated Treatment	60%
	C. % clients <u>referred</u> to healthcare services	50%
	D. % clients <u>referred</u> to Other** Services	50%
	E. % clients <u>obtained</u> permanent housing	75%
4. Provide staffing to provide on-site recovery assistance and support services.	A. Maintain a 20 client caseload at any one time	100%
+Additional program goals and outcomes may be established as part of the Proposition 47 evaluation process.		
**Other = Vets Services, Food Distribution, Clothing, Personal/Grooming Needs, Household Goods, Local Transportation, Educational Support Services		

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

EXHIBIT E – MHS

PROGRAM GOALS, OUTCOMES, AND MEASURES

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

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