Contract No. 27H0100 **Standard Services Contract**

PARTIES

This Standard Services Contract ("Contract") is entered into between the following Parties:

The COUNTY OF SANTA CRUZ through the
HEALTH SERVICES AGENCY- Behavioral Health
Substance Use Disorder Services
P.O. Box 962, Santa Cruz, CA 95061-0962

Hereinafter called COUNTY.

Name: Encompass Community Services
Address: 380 Encinal Street, Suite 200
Santa Cruz, CA 95060

Hereinafter called CONTRACTOR.

SUBJ.

Subject of Contract: Various substance use disorder services to adults and youth including early intervention, outpatient treatment, and residential treatment.

RECITALS

WHEREAS, CONTRACTOR possesses certain skills, experience, education and competency to perform the special services required by this Contract and COUNTY desires to engage CONTRACTOR for such special services upon the terms provided; and

WHEREAS, pursuant to the provisions of California Government Code, Section 31000, the BOARD OF SUPERVISORS of COUNTY is authorized to enter into an Contract for such services; and

WHEREAS, to the extent applicable, this Contract is intended to memorialize and ratify any and all acts which may already have been consummated pursuant to the terms and conditions of this Contract;

NOW, THEREFORE, the parties hereto do mutually agree to the terms as set forth in the following Exhibits. Should a conflict arise between the language in any of the Exhibits, the order of precedence is as follows: Exhibit X, C, D, H, B, A, F.

EXHIBITS

ATTACHED	EXHIBIT	TITLE (CHECK BOX IF ATTACHED)
☒	A	Scope of Services
☒	B	Budget, Fiscal and Payment Provisions
☐	B1	Mental Health Additional Payment, Budget, and Fiscal Provisions
☒	B2	Substance Use Disorder Services Additional Payment, Budget, and Fiscal Provisions
☒	C	Standard County / Agency Provision
☒	D	Standard (Division) Provisions
☒	F	Medi-Cal Administrative Activities
☐	H_1	HIPAA Business Services Addendum - County as Business Associate
☒	H_2	HIPAA Business Services Addendum - County as Covered Entity
☒	X	Revisions to Exhibits; Additional Terms and Provisions

TERM

The term of this Contract is from 7/1/2026 through 6/30/2027

☒ This Contract is included in the COUNTY's Continuing Agreements List. (CHECK BOX IF APPLICABLE)

TOTAL

Rate Contract - See Exhibit B

SIGNATURES

COUNTY

Director of Health Services or Designee Date
HEALTH SERVICES AGENCY

CONTRACTOR

Signed by: Kim Morrison DC2CFEBBA2CC464...
9/15/2026

CEO, Encompass Community Services Date

APPROVALS

Approved as to Form:
DocuSigned by: F0F6FD189D784BF...
9/14/2026

Office of the County Counsel Date

Approved as to Insurances:
Signed by: Gina Borasi E4EADC5BA53B4DB...
9/15/2026

Risk Management Date

DIST.

Clerk of the Board Contractor Auditor-Controller-Treasurer-Tax Collector Health Services Agency

COUNTY OF SANTA CRUZ

EXHIBIT A – Part 01 – Section 01 – Scope of Services

CONTRACTOR agrees to exercise special skill to accomplish the following results:

SUMMARY of SERVICES by CONTRACTOR LOCATION: This Contract covers Substance Use Disorder Services (SUD/SUDS) provided by CONTRACTOR as licensed at the following locations:

Provider:	**Encompass Community Services**
Provider Number:	44-4487; 44-0001
Program with Services:	**Alto Counseling Centers North and South: Outpatient and Intensive Outpatient, Individual and Group Counseling Substance Use Disorder Services**
Program Name (Code):	Encompass – Alto North Outpatient (EN-ALNOPX) – Alto North Intensive Outpatient (EN-ALTIOT) – Alto South Outpatient (EN-ALSOP) – Alto South Intensive Outpatient (EN-ALTIOT)
Program Address:	Alto Counseling Center North 380 Encinal St, Suite 200, Santa Cruz, CA, 95060 Alto Counseling Center South 585 Auto Center Dr, Suite B, Watsonville, CA 95076
Program Telephone:	North: (831) 469-1700 South: (831) 728-2233

Provider:	**Encompass Community Services**
Provider Number:	44-4486; 44-4482
Program with Services:	**Adult (18 years +) Residential Treatment Substance Use Disorder Services**
Program Name (Code):	Encompass – Santa Cruz Residential (EN-SCRR) – Si Se Puede Residential (EN-SSPRES)
Program Address:	Santa Cruz Residential Recovery 125 Rigg Street, Santa Cruz, CA 95060 Si Se Puede, 161 Miles Lane, Watsonville, CA 95076
Program Telephone:	(831) 469-1700

Provider:	**Encompass Community Services**
Provider Number:	44-4488
Program with Services:	**Youth Services North: Outpatient and Intensive Outpatient, Individual and Group Counseling** **Substance Use Disorder Services**
Program Name (Code):	Encompass – Youth Services North Outpatient (EN-YSNOPX)
Program Address:	Youth Services North, 380 Encinal St, Suite 200, Santa Cruz, CA 95060
Program Telephone:	(831) 429-8350

GENERAL PROVISIONS ACROSS ALL SERVICE MODALITIES

1. Staffing:

All beneficiary services under Drug Medi-Cal Organized Delivery System (DMC-ODS) must be provided by a Licensed Practitioner of the Healing Arts (LPHA) staff or Certified or Registered Substance Use Disorder (SUD) Counselor. All other staff will provide ancillary non-treatment services.

A. Certified and Registered SUD Counselors must adhere to all requirements in California Code of Regulations (C.C.R.) title 9, Chapter 8 to meet the eligibility requirements for providing services. CONTRACTOR is required to confirm and monitor staffing eligibility. Appropriate documentation of eligibility will be maintained in personnel records subject to COUNTY review upon request.

B. LPHA staff refers to one of the following:

Medical LPHA Types:	Non-Medical LPHA Types:
Physician (MD, DO)	Licensed Clinical Psychologist (LCP)
Nurse Practitioners (NP)	Licensed Clinical Social Worker (LCSW)
Physician Assistants (PA)	Licensed Marriage and Family Therapist (LMFT)
Registered Nurse (RN)	Licensed Professional Clinical Counselor (LPCC)
Registered Pharmacist	Licensed-eligible practitioner working under the supervision of licensed staff (ASW, AMFT)
Licensed Vocational Nurse (LVN)	Master level students completing clinical hour internships for Social Work (MSW) and Marriage and Family Therapist (MFT) towards degree completion

2. Description of Services for All Levels of Care:

CONTRACTOR will provide all services outlined in this Contract and may be provided in-person, by telephone, or by synchronous telehealth, and in any appropriate setting in the community but services must adhere to confidentiality of SUD beneficiaries as set forth in Title 42 of the Code of Federal Regulations (C.F.R.) Part 2, and California law. The following include both DMC reimbursable services as well as clinical best practices.

A. Assessment – All Levels of Care

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

1. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.

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

B. Care Planning – Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG) and Narcotic Treatment Programs (NTP) (only)

CONTRACTOR will work with the beneficiary to prepare an individualized written treatment plan, based upon information obtained during the intake and assessment process. CONTRACTOR agrees to follow all current California Department of Health Care Services (DHCS) guidelines regarding treatment plan compliance.

C. Problem List (all except NTP)

1. CONTRACTOR shall create and maintain a problem list.
2. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
3. A problem identified during a service encounter (e.g., crisis intervention) may be addressed by CONTRACTOR (within their scope of practice) during that service encounter and subsequently added to the beneficiary's problem list.
4. The problem list shall be updated on an ongoing basis to reflect the current presentation of the beneficiary.
5. The problem list shall include, but is not limited to, the following:
    a. Diagnoses identified by CONTRACTOR staff acting within their scope of practice, if any.
    b. Diagnosis-specific specifiers from the current DSM shall be included with the diagnosis, when applicable.
    c. Problems identified by CONTRACTOR staff acting within their scope of practice, if any.
    d. Problems or illnesses identified by the beneficiary and/or significant support person, if any.
    e. The name and title of CONTRACTOR staff who identified, added, or removed the problem, and the date the problem was identified, added, or removed.
6. CONTRACTOR shall add to or remove problems from the problem list when there is a relevant change to a beneficiary's condition.

D. SUD Crisis Intervention Counseling – All Levels of Care

SUD Crisis intervention services consist of contacts with a beneficiary in crisis. A crisis means an actual relapse or an unforeseen event or circumstance which

presents to the beneficiary an imminent threat of relapse. SUD Crisis Intervention Services shall focus on alleviating the crisis problem, be limited to the stabilization of the beneficiary's immediate situation and be provided in the least intensive level of care that is medically necessary to treat their condition.

E. Individual Counseling – All Levels of Care

Individual Counseling consists of contacts with a beneficiary. Individual counseling can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary by supporting the achievement of the beneficiary's treatment goals.

F. Group Counseling – All Levels of Care

Group Counseling consists of contacts with multiple beneficiaries at the same time. Group Counseling shall focus on the needs of the participants. Group counseling shall be provided to a group that includes 2-12 individuals.

G. Family Counseling – All Levels of Care

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

H. Care Coordination – All Levels of Care

Care coordination shall be provided to a beneficiary in conjunction with all levels of treatment. It may also be delivered and claimed as a standalone service. DMC ODS CONTRACTOR shall implement care coordination services with other SUD, physical, and/or mental health services in order to ensure a beneficiary-centered and whole-person approach to wellness. Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the beneficiary with linkages to services and supports designed to restore the beneficiary to their best possible functional level. Care coordination can be provided in clinical or nonclinical settings (including the community) and can be provided face-to-face, by telehealth, or by telephone. Care coordination includes one or more of the following components:

1. Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.
2. Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.
3. Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports

including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

I. Peer Support Services

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

1. Peer support services may be provided with the beneficiary or significant support person(s) and may be provided in a clinical or non-clinical setting.
2. Peer support services can include contact with family members or other people supporting the beneficiary (defined as collaterals) if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary by supporting the achievement of the beneficiary's treatment goals.
3. Peer Support Services are delivered and claimed as a standalone service.
4. Beneficiaries may concurrently receive Peer Support Services and services from other levels of care described in the "Covered DMC-ODS Services" section in DHCS Behavioral Health Information Notice (BHIN) 21-075, incorporated into this Contract by reference.
5. Peer support services are based on a plan of care approved by a Behavioral Health Professional, provided by CONTRACTOR's Peer Support Specialist.
    a. A Peer Support Specialist is an individual who is self-identified as having experience with the process of recovery from mental illness or substance use disorder, either as a consumer of these services or as the parent, caregiver or family member of the consumer with a current State approved Medi-Cal Peer Support Specialist Certification Program certification. The individual must meet all other applicable California state requirements including without limitations ongoing education requirements.
    b. A Behavioral Health Professional is a person that must be licensed, waivered, or registered in accordance with applicable State of California licensure requirements and listed in the California Medicaid State Plan as a qualified provider of DMC-ODS or Specialty Mental Health Services.
    c. For additional guidance regarding Peer Support Specialist Certification information and Peer Support Specialist Supervisor standards, please refer to California State DHCS BHIN 21-041, incorporated into this Contract by reference.

6. Peer Support Services consist of Educational Skill Building Groups, Engagement and Therapeutic Activity services as defined below:
   a. Educational Skill Building Groups means providing a supportive environment in which beneficiaries and their families learn coping mechanisms and problem-solving skills in order to help the beneficiaries achieve desired outcomes. These groups promote skill building for the beneficiaries in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.
   b. Engagement services mean activities and coaching led by Peer Support Specialists to encourage and support beneficiaries to participate in behavioral health treatment. Engagement may include supporting beneficiaries in their transitions between levels of care and supporting beneficiaries in developing their own recovery goals and processes.
   c. Therapeutic Activity means a structured non-clinical activity provided by Peer Support Specialists to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the beneficiary's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the beneficiary; promotion of self-advocacy; resource navigation; and collaboration with the beneficiaries and others providing care or support to the beneficiary, family members, or significant support persons.

J. Discharge Planning – All Levels of Care

Discharge planning is the process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the beneficiary to essential community treatment, housing and human services. As discharge services are clinically impactful, all levels of care will engage in discharge planning efforts early in the treatment episode.

K. Clinician Consultation – All Levels of Care

Clinician Consultation consists of DMC-ODS LPHAs consulting with LPHAs, such as addiction medicine physicians, addiction psychiatrists, licensed clinicians, or clinical pharmacists, to support the provision of care.

L. Medication Assisted Treatment (MAT) services- All Levels of Care

Provider must demonstrate that they either directly offer or have an effective referral mechanism to the most clinically appropriate MAT services for beneficiaries with SUD diagnoses that are treatable with medications or biological products (defined as facilitating access to MAT off-site for beneficiaries if not provided on-site.

M. Recovery Support Services – All Levels of Care

Recovery services may be delivered concurrently with other DMC-ODS services and levels of care as clinically appropriate. Beneficiaries without a remission diagnosis may also receive recovery services and do not need to be abstinent from drugs for any specified period of time. The service components of recovery services are:

1. Individual and/or group outpatient counseling services
2. Recovery Monitoring: Recovery coaching and monitoring delivered in-person, by synchronous telehealth, or by telephone/audio-only
3. Relapse Prevention: Relapse prevention, including attendance in alumni groups and recovery focused events/activities
4. Education and Job Skills: Linkages to life skill services and supports, employment services, job training, and education services
5. Family Support: Linkages to childcare, parent education, child development support services, family/marriage education
6. Support Groups: Linkages to self-help and support services, spiritual and faith-based support
7. Ancillary Services: Linkages to housing assistance, transportation, care coordination, and other individual services coordination
8. Beneficiaries may receive recovery services based on a self-assessment or provider assessment of relapse risk. Beneficiaries receiving MAT, including Narcotic (Opioid) Treatment Program services, may receive recovery services. Beneficiaries may receive recovery services immediately after incarceration regardless of whether or not they received SUD treatment during incarceration. Recovery services may be provided in person, by synchronous telehealth, or by telephone/audio only. Recovery services may be provided in the home or the community.

N. Interpretation Services – All Levels of Care

CONTRACTOR agrees to provide interpretation services on an as-needed basis and is responsible for all costs incurred. These services are not reimbursable through this Contract.

O. TeleHealth Services

All of the above services may be delivered by in-person, by telephone or by synchronous telehealth and in any appropriate setting in the community as permitted by the DHCS's billable service provision determinations.

3. <u>Electronic and Other System Documentation:</u>

Using approved systems, CONTRACTOR will maintain admission and discharge information, and beneficiary progress notes in accordance with COUNTY protocols to meet COUNTY, State and Federal compliance requirements.

A. For a CONTRACTOR required to participate in the COUNTY Electronic Health Records (EHR) system, CONTRACTOR staff will enter all beneficiary documentation into the COUNTY EHR system by the tenth (10^{th}) of the month for the prior month's service and in accordance with applicable COUNTY (or Health Services Agency) policies and related, applicable, DMC-ODS Waiver

documentation standards. Noncompliance, including the late entry of data, may result in the reduction of CONTRACTOR claim amounts (see Exhibit B2, METHOD OF PAYMENT).

1. Documentation of each service will include at least one (1) DMC-ODS approved evidence-based practice per service and a minimum of two (2) DMC-ODS evidence-based practices (EBP) through the duration of treatment. Document a brief narrative description of how the EBP was used in progress notes.

B. CONTRACTOR shall provide notice to COUNTY via email to SUDSAdmin@santacruzcountyca.gov within seven (7) business days of a program being unable to accept admissions and shall submit a projected reopen date for admissions. The only exception to notification within seven (7) business days would be in circumstances which require immediate shutdown in which case COUNTY needs to be notified as soon as possible.

C. For a CONTRACTOR that is required to participate in the Drug and Alcohol Treatment Access Report (DATAR), CONTRACTOR staff will enter all beneficiary documentation into the DHCS DATAR report by the tenth (10^{th}) of the month for the prior month's service.

D. Pre-Admit – Prior to entering treatment, all beneficiaries will be screened utilizing the Brief American Society of Addiction Medicine (ASAM) in a Pre-Admin episode allowing for data collection and clinical documentation of screening and referral activities as required by DHCS.

E. Referral Response Time – CONTRACTOR shall respond to all referral requests within twenty-four (24) business hours of receipt. The response shall indicate whether CONTRACTOR accepts or declines the referral. If CONTRACTOR declines the referral, the response shall include the reason for the declination.

F. Retention Requirements – Per California Welfare and Institution Code (WIC) Section 14124.1 CONTRACTOR's records are required to be kept and maintained under this section shall be retained by CONTRACTOR for a period of ten (10) years from the final date of the Contract period between the plan and CONTRACTOR, from the date of completion of any audit, or from the date the service was rendered, whichever is later, in accordance with Section 438.3(u) of Title 42 of the C.F.R..

4. Fee Schedule:

A. For rates by modality, see Exhibit B – Budget, Fiscal and Payment Provisions of this Contract.

1. Modality rates will vary in the following areas:
   a. Care Coordination: Residential, Withdrawal Management, Parenting and Perinatal Residential care coordination services are to be billed at a different rate than residential treatment. All other care coordination Units of Service will be billed at the same rate of the primary modality it is performed under.

b. Medication Assisted Treatment (MAT): MAT services will be billed at a separate rate regardless of the treatment modality.
c. Clinician Consultation: Clinician Consultations will be billed at a separate rate regardless of the linked primary modality.

2. Reporting of actual costs on Provider Quarterly Cost Reports Units of Service are to reflect actual billing practices as noted above and in Exhibits B and B2 of this Contract.

5. Additional Requirements based on Funding Source:

Contracted services include providing beneficiaries with access and information related to health and to Medi-Cal programs (as appropriate and necessary). CONTRACTOR will encourage non-Medi-Cal/publicly-funded beneficiaries to participate financially in their own recovery by charging beneficiaries for outpatient services according to each individual's ability to pay, in order to extend the units of service that may be provided by public funds. No Medi-Cal beneficiary will be turned away because of inability to pay. Any beneficiary's ability to contribute out of pocket will not impact their eligibility for services.

Specific funding sources may require additional coordination of care and/or contract requirements. If CONTRACTOR receives funding from any of the following sources, additional requirements are noted:

A. DRUG MEDI-CAL ORGANIZED DELIVERY SYSTEM (DMC-ODS)/STATE GENERAL FUND (SGF): DHCS and County of Santa Cruz Substance Use Disorder Services Drug Medi-Cal Organized Delivery System (DMC-ODS) agreement as it applies to subrecipients/contractors is incorporated into this Contract by reference.

DMC-ODS services are defined further in this Contract. Provider treatment will align with these definitions, and with Federal and State DMC-ODS regulations.

Contracted DMC-ODS provider will deliver the designated ASAM level of care based on their approved DMC certification(s). DMC-ODS Covered Services may include:

1. Outpatient (ODF 1.0)
2. Intensive Outpatient (IOT 2.1)
3. Medication Assisted Treatment (optional) (MAT 1.0)
4. Opioid (Narcotic) Treatment Programs (NTP 1.0)
5. Perinatal Residential Services (Res 3.1, 3.3, 3.5)
6. Non-perinatal Residential Services (Res 3.1, 3.3, 3.5)
7. Withdrawal Management (WM 3.2)
8. Care coordination – all levels of care
9. Clinician Consultation – all levels of care
10. Recovery Services – all levels of care

Currently DHCS is basing DMC-ODS covered services on levels of care as outlined in ASAM 3rd edition. In the event that DHCS changes ASAM level of care requirements to the ASAM 4th edition, CONTRACTOR will be notified of

any new guidelines via memo and will be required to adhere to DHCS guidelines.

B. SUBG: SUBG funding will be used to support youth and/or adult treatment services and room & board for DMC-ODS-eligible beneficiaries and for beneficiaries not-otherwise-eligible for DMC or other County-funded treatment slots. DHCS SUBG and County of Santa Cruz Substance Use Disorder Services agreement as it applies to CONTRACTOR is incorporated into this Contract by reference.

Any treatment services provided with SUBG, previously known as Substance Abuse Prevention and Treatment Block Grant (SABG), funds must follow the treatment preferences established and authorized by Section 1921 of Title XIX, Part B, Subpart II and III of the Public Health Service (PHS) Act. The SUBG implementing regulations are found in Title 45 of the CFR Part 96; and the SUBG Program is subject to U.S. Department of Health and Human Services (DHHS) Uniform Administrative Requirements, Cost Principles, and Audit Requirements are found in Title 45 of the CFR Part 75. (See the Document 2F(b) - Minimum Quality Drug Treatment Standards for SABG (ca.gov) and SABG Policy Manual for more detailed information on funding uses and restrictions at SUBG Policy Manual V3.2 (3/6/2025).pdf (ca.gov)).

1. Pregnant Intravenous Drug Users
2. Pregnant Substance Users
3. Intravenous Drug Users
4. All other eligible individuals

For Additional SUBG requirements, please see Exhibit X Attachment X-2.

C. REALIGNMENT: Realignment funding may be used to support treatment services and room and board services for DMC ODS-eligible beneficiaries and/or for beneficiaries not-otherwise-eligible for DMC or other COUNTY-funded treatment slots. DHCS SUBG and County of Santa Cruz Substance Use Disorder Services agreement as it applies to CONTRACTOR is incorporated into this Contract by reference.

D. CALWORKS: In addition to providing contracted treatment services as described in the American Society of Addiction Medicine (ASAM) Treatment Criteria, services provided to CalWORKS beneficiaries will include referral and aftercare services that are authorized and approved by a COUNTY SUDS Mental Health Client Specialist. Services are to be employment-focused, and in accordance with CalWORKS Welfare-to-Work plans and/or participation agreements. If access to service for beneficiaries referred under CalWORKs cannot be provided within seven (7) business days of the receipt of the referral, CONTRACTOR will inform COUNTY, and work with COUNTY to address access issues. CONTRACTOR will provide Client Progress Reports as indicated in the CalWORKs Service Plan.

E. FAMILY & CHILDREN'S SERVICES (FCS): In addition to providing contracted treatment services as described in the ASAM Treatment Criteria, services

provided to FCS beneficiaries will include court appearances, referral and aftercare services that are authorized and approved by an COUNTY SUDS Mental Health Client Specialist. Random alcohol and drug testing will be provided as ordered by the Court or as requested by FCS and/or authorized by COUNTY. Ancillary services will be provided directly or through referral. CONTRACTOR will provide Client Progress Reports as indicated in the FCS Service Plan.

F. **CALIFORNIA ASSEMBLY BILL 109 (AB109):** In addition to providing contracted treatment services as described in the ASAM Treatment Criteria, services provided to AB109 beneficiaries will include care coordination with the AB109 multidisciplinary team and County of Santa Cruz Probation staff, and referral and aftercare services. Ancillary services will be provided directly by program staff or through referral. Additional requirements may be identified in a separate agreement CONTACTOR enters with the AB109 Probation Staff. CONTRACTOR will provide Client Progress Reports in accordance with AB109 and COUNTY protocols to meet COUNTY, State and Federal compliance requirements and the agreement made with County of Santa Cruz Probation Staff.

G. **HOMELESS PERSONS HEALTH PROJECT (HPHP):** In addition to providing contracted treatment services as described in ASAM Treatment Criteria, services provided to HPHP beneficiaries will include referral and aftercare services that are authorized and approved by a COUNTY SUDS Mental Health Client Specialist and/or by County of Santa Cruz HPHP staff. CONTRACTOR will provide all Client Progress Reports and other data in accordance with COUNTY protocols.

6. Additional Detail Based on Service Modality:

Additional detail related to each substance use disorder service modality is provided in the Exhibits to follow.

7. Designated Contract Contact:

With respect to this Contract, COUNTY contact is as follows:

Sr. Behavioral Health Manager
Program Manager for SUDS
HSA-Behavioral Health Division
1400 Emeline Ave.
Santa Cruz, CA 95060
SUDSAdmin@santacruzcountyca.gov

COUNTY OF SANTA CRUZ

EXHIBIT A – Part 01 – Section 02 - Scope of Services

Component:	Youth Early Intervention	Provider #s:	44-4488
Modality:	Youth Early Intervention		

1. Primary Task:

Provide early intervention substance use disorder treatment to youth up to nineteen (19) years of age as per the standards for American Society of Addiction Medicine (ASAM) Level 0.5 and is incorporated into this Contract by reference.

2. Description of Services:

CONTRACTOR will identify youth at risk of developing a substance use disorder and offer those youth screening, brief treatment as medically necessary, and, when indicated, a referral to treatment with a formal linkage. CONTRACTOR will utilize evidence-based practices, such as Motivational Interviewing, Cognitive Behavioral Therapy, Mindfulness, Trauma Informed Care, Harm Reduction and early intervention services to youth. Services will increase protective factors and decrease risk factors.

A. Early Intervention services shall provide virtual, in-person or a combination, in any appropriate setting in the community, the following:

1. Group size that is limited to no less than two (2) and no more than ten (10) youth.
2. As determined by beneficiary need: assessment, individual and group counseling, family therapy, patient education, collateral services, crisis intervention services, and referral planning and coordination.
3. Intake and assessment services include:
    a. ASAM assessment of level of care.
    b. Assessment of impact of drug use.
    c. Degree of personal challenges in the areas of psychosocial, education/vocation, and justice system involvement.

Evidence Based Practices: CONTRACTOR will utilize evidence-based practices including Motivational Interviewing, Cognitive Behavioral Therapy, Mindfulness, Trauma Informed Care, and Harm Reduction.

B. Other evidence-based curriculums can be used upon approval by COUNTY SUD.

3. Description of Beneficiary Population:

The youth target population is individuals ages twelve (12) through nineteen (19). Youth up to twenty-one (21) years of age may be served as clinically appropriate with individualized documentation of need per the Adolescent Substance Use Disorder Best Practices Guide published by DHCS in 2020, incorporated into this Contract by reference. CONTRACTOR is responsible for assuring compliance with these

guidelines. Youth under twelve (12) years old may be served with documented level of care need, clinical justification, and approval from legal guardian and COUNTY prior to services being rendered.

4. Service Measurements:

CONTRACTOR will provide the COUNTY contract program manager with the following reports:

A. Quarterly Demographic Unduplicated beneficiary count and service count report which shows in detail:
1. Number of persons served.
2. Numbers of sessions provided (group, individual and family).
3. Number of groups conducted.

B. Annual demographic reports are due August 1, 2027 to HSA BH SUDS Administration at SUDSAdmin@santacruzcountyca.gov.

COUNTY OF SANTA CRUZ

EXHIBIT A – Part 01 – Section 03 – Scope of Services

Component:	Youth Outpatient Services	Provider #s:	44-4488
Modality:	Youth Outpatient Treatment		

1. Primary Task:

Provide outpatient substance use disorder services to youth as per the standards outlined in the American Society of Addiction Medicine (ASAM) for Youth, Level 1 and is incorporated into this Contract by reference.

2. Description of Services:

CONTRACTOR will utilize evidence-based practices, including Motivational Interviewing, Cognitive Behavioral Therapy, Mindfulness, Trauma Informed Care, Harm Reduction, and any other evidenced-based curriculum to provide culturally and linguistically competent assessments, early intervention and treatment services to adolescent youth with substance abuse disorders and youth presenting at risk of serious emotional disturbances and their families. Services will increase protective factors and decrease risk factors. CONTRACTOR will operate an evidenced based adolescent Outpatient Treatment program with goals, objectives and activities in alignment with the Santa Cruz County Substance Use Disorder Treatment Strategic Plan goals and desired outcomes. It must comply with Adolescent Substance Use Disorder Best Practices Guide published by DHCS in 2020, ASAM criteria, and Federal and State DMC ODS regulations. All services will comport with Federal, State and COUNTY standards, including Federal and State DMC ODS standards. Provision of services to Drug Medi-Cal ODS beneficiaries will be consistent with Drug Medi-Cal Federal and State regulations and certification requirements.

A. Outpatient services will include:

1. Less than six (6) hours per week of services for adolescents.
2. Group size is limited to no less than two (2) and no more than ten (10) beneficiaries.
3. As determined by beneficiary need: assessment, treatment planning, individual and group counseling, family therapy, patient education, medication services, collateral services, crisis intervention services, and discharge planning and coordination.
4. As determined by beneficiary need: assessment, individual and group counseling, family therapy, patient education, collateral services, crisis intervention services, and referral planning and coordination.
    a. Intake and assessment services include:
        i. ASAM assessment of level of care.
        ii. Assessment of impact of drug use.
        iii. Degree of personal challenges in the areas of psychosocial, education/vocation, and justice system involvement.

iv. Medical review of health history for obtaining physical exams as needed.

B. As determined by beneficiary need: intake, health screening, assessment, treatment planning, individual and group counseling, family therapy, patient education, medication services, collateral services, crisis intervention services, access and information related to health and to Medi-Cal programs (as appropriate and necessary), and discharge planning and coordination.

1. Treatment Services include the following service:
   a. Assessment
   b. Care Coordination
   c. Counseling (individual and group)
   d. Family Therapy
   e. Medication Services or referral if applicable
   f. MAT for Opioid Use Disorder (OUD) or referral if applicable
   g. MAT for Alcohol Use Disorder (AUD) and other non-opioid SUDs or referral if applicable
   h. Patient Education
   i. Recovery Services
   j. SUD Crisis Intervention Services
2. Services may be provided in-person, by telephone, or by synchronous telehealth, and in any appropriate setting in the community.

C. Evidence Based Practices: CONTRACTOR will provide evidence-based practices such as Motivational Interviewing, Cognitive Behavioral Therapy, Mindfulness, Trauma Informed Care, and Harm Reduction. Program goals, objectives and activities will be in alignment with the Santa Cruz County Substance Use Disorder (SUD) Strategic Plan goals and desired outcomes and must comply with Adolescent Substance Use Disorder Best Practices Guide published by DHCS in 2020. ASAM criteria, and Federal and State DMC-ODS regulations.

3. Description of Beneficiary Population:

The youth target population is individuals ages twelve (12) through seventeen (17). Youth up to twenty (21) years of age may be served as clinically appropriate with individualized documentation of need per the Adolescent Substance Use Disorder Best Practices Guide published by DHCS in 2020, incorporated into this Contract by reference.. CONTRACTOR is responsible for assuring compliance with these guidelines. Families of youth will also be engaged as appropriate. Youth under 12 years old may be served with documented level of care need, clinical justification, and approval from legal guardian and COUNTY prior to services being rendered.

4. Service Measurements:

CONTRACTOR will provide the COUNTY contract manager with the following reports:

A. Quarterly Demographic Unduplicated beneficiary count and service count report which shows in detail:

1. Number of persons served.

B. If additional evidence-based practices are approved by COUNTY SUDS, performance measures will be determined at that time.

Annual demographic reports are due August 1, 2027 to HSA BH SUDS Administration at SUDSAdmin@santacruzcountyca.gov.

COUNTY OF SANTA CRUZ

EXHIBIT A – Part 01 – Section 04 – Scope of Services

Component: Youth Intensive Outpatient Services Provider #s: 44-4488
Modality: Intensive Outpatient Treatment

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1. Primary Task:

Provide intensive outpatient substance use disorder services to youth as per the standards outlined in the American Society of Addiction Medicine (ASAM) for Youth, Level 2.1 and is incorporated into this Contract by reference.

2. Description of Services:

CONTRACTOR will utilize evidence-based practices, Motivational Interviewing, Cognitive Behavioral Therapy, Mindfulness, Trauma Informed Care, and Harm Reduction to provide culturally and linguistically competent assessments, early intervention and treatment services to adolescent youth with substance abuse disorders and youth presenting at risk of serious emotional disturbances and their families. Services will increase protective factors and decrease risk factors. CONTRACTOR will operate an evidenced based adolescent Intensive Outpatient Treatment (IOT) program with goals, objectives and activities in alignment with the Santa Cruz County Substance Use Disorder Treatment Strategic Plan goals and desired outcomes. It must comply with Adolescent Substance Use Disorder Best Practices Guide published by DHCS in 2020, ASAM criteria, and Federal and State DMC ODS regulations. All services will comport with Federal, State and COUNTY standards, including Federal and State DMC ODS standards. Provision of services to Drug Medi-Cal ODS beneficiaries will be consistent with Drug Medi-Cal Federal and State regulations and certification requirements.

Using evidenced based treatment services, IOT services will include:

A. Adolescents are provided a minimum of six (6) and a maximum of nineteen (19) hours a week. Length of treatment is dependent upon ASAM assessment of clinical need. This typically consist of three (3) or more hours of service per day for three (3) to five (5) days per week.

B. Group size is limited to no less than two (2) and no more than twelve (12) beneficiaries.

C. As determined by beneficiary need: intake, health screening, assessment, treatment planning, individual and group counseling, family therapy, patient education, medication services, collateral services, crisis intervention services, access and information related to health and to Medi-Cal programs (as appropriate and necessary), and discharge planning and coordination.

1. Treatment Services include the following service
    a. Assessment
    b. Care Coordination

c. Counseling (individual and group)
d. Family Therapy
e. Medication Services
f. MAT for Opioid Use Disorder (OUD)
g. MAT for Alcohol Use Disorder (AUD) and other non-opioid SUDs
h. Patient Education
i. Recovery Services
j. SUD Crisis Intervention Services

2. Services may be provided in-person, by telephone, or by synchronous telehealth, and in any appropriate setting in the community.

3. <u>Description of Beneficiary Population:</u>

The youth target population is individuals ages twelve (12) through seventeen (17). Youth up to twenty (21) years of age may be served as clinically appropriate with individualized documentation of need per the Adolescent Substance Use Disorder Best Practices Guide published by DHCS in 2020, incorporated by reference.. CONTRACTOR is responsible for assuring compliance with these guidelines. Families of youth will also be engaged as appropriate. Youth under twelve (12) years old may be served with documented level of care need, clinical justification, and approval from legal guardian and COUNTY prior to services being rendered.

COUNTY OF SANTA CRUZ

EXHIBIT A –Section 05 – Scope of Services

Component:	Adult Outpatient Services	Provider #s:	44-4487; 44-0001
Modality:	Outpatient Services		

1. Primary Task:

Provide outpatient substance use disorder services to adults, eighteen (18) years and older, as per the standards for American Society of Addiction Medicine (ASAM) Level 1 and is incorporated into this Contract by reference.

2. Description of Services:

CONTRACTOR will provide outpatient treatment services to beneficiaries up to nine (9) hours per week. Treatment is highly individualized and each beneficiary receives a full American Society of Addiction Medicine (ASAM) Assessment by a certified and/or registered Alcohol and Drug Counselor and initiation of an individualized treatment plan that is developed by the beneficiary and counselor based on the severity of the beneficiary's challenges and scope of beneficiary needs.

Using evidence-based practices (EBP), outpatient services will include:

A. Outpatient services consist of up to nine (9) hours per week of medically necessary services for adults. Services may exceed the maximum based on individual medical necessity.

B. Group size is limited to no less than two (2) and no more than twelve (12) beneficiaries.

C. Providers are required to either offer medications for addiction treatment (MAT, also known as medication-assisted treatment) directly, or have effective referral mechanisms in place to the most clinically appropriate MAT services (defined as facilitating access to MAT off-site for beneficiaries while they are receiving outpatient treatment services if not provided on-site).

D. Outpatient services shall include (as determined by beneficiary need): assessment, treatment planning, individual and group counseling, family therapy, patient education, medication services, care coordination, SUD crisis intervention services, and recovery services.

E. Services may be provided in-person, by telephone, or by synchronous telehealth, and in any appropriate setting in the community.

F. Services are co-ed and are available to both English and Spanish speaking beneficiaries.

G. Court appearances will be provided by CONTRACTOR treatment staff as required.

3. Description of Beneficiary Population:

CONTRACTOR's outpatient program serves all adults eighteen (18) years and older.

COUNTY OF SANTA CRUZ

EXHIBIT A – Part 01 – Section 06 – Scope of Services

Component: Adult Residential Services Provider #s: 44-4482; 44-4486
Modality: Residential Treatment– Level 3.1 & 3.5

1. Primary Task:

Provide residential SUD treatment to adults, eighteen (18) years and older, as per the standards for American Society of Addiction Medicine (ASAM) Level 3.1 and 3.5 and are incorporated into this Contract by reference.

2. Description of Services:

A. CONTRACTOR will provide SUD services in accordance with the DHCS requirements as outlined in the Substance Use Disorder Division – Program, Policy, and Fiscal Division, the ASAM Criteria and Assessment, and State and Federal DMC ODS regulations, incorporated into this Contract by reference. To do so, CONTRACTOR operates two licensed community-based residential treatment programs which provide comprehensive substance use disorder services at one of two facilities:

1. Santa Cruz Residential Recovery (SCRR): a twenty-four (24) licensed, co-ed program located in the City of Santa Cruz.
2. Si Se Puede (SSP): a thirty (30) bed licensed, male only program located in the City of Watsonville. SSP places a special emphasis on providing culturally-relevant treatment services to Latino adult males involved in the criminal justice system.

B. CONTRACTOR will use evidence-based practices (EBP) that are consistent with ASAM treatment criteria and DMC-ODS evidence-based practice guidelines. Residential treatment services shall include without limitation (as determined by beneficiary need): assessment, treatment planning, residential treatment services including room and board, individual and group counseling, family therapy, patient education, recovery services, medication assisted treatment services, SUD crisis intervention services, and care coordination.

C. CONTRACTOR will provide Incidental Medical Services (IMS) consistent with Assembly Bill (AB) 848 which was enacted in 2016. IMS are approved services provided by a health care practitioner (HCP) or staff working under the supervision of an HCP, which address medical issues associated with either detoxification or the provision of alcohol or substance use recovery or treatment services. IMS does not include the provision of general primary care. The following IMS services must be provided as defined by regulation:

1. Obtaining medical histories
2. Monitoring health status to determine whether the health status warrants transfer of the beneficiary in order to receive urgent or emergent care

3. Testing associated with detoxification from alcohol or drugs
4. Providing alcoholism or drug abuse recovery or treatment services
5. Overseeing beneficiary self-administered medications
6. Treating substance use disorders, including detoxification

B. Residential Treatment services can be provided in facilities of any size.

C. The statewide goal for the average length of stay for residential treatment services provided is thirty (30) calendar days. The goal for a statewide average length of stay for residential services of thirty (30) calendar days is not a quantitative treatment limitation or hard "cap" on individual stays; lengths of stay in residential treatment settings shall be determined by individualized clinical need.

D. CONTRACTOR shall ensure that beneficiaries receiving residential treatment are transitioned to another level of care when clinically appropriate based on treatment progress.

E. CONTRACTOR shall adhere to the length of stay monitoring requirements set forth by DHCS and length of stay performance measures established by DHCS and reported by the external quality review organization.

F. All residential stays must be authorized by COUNTY prior to service commencement.

G. Nothing in the DMC-ODS overrides any Early and Periodic Screening, Diagnostic and Treatment (EPSDT) requirements. EPSDT beneficiaries may receive a longer length of stay based on medical necessity.

3. Description of Beneficiary Population:

CONTRACTOR's residential substance use disorder program serves adults eighteen (18) years and older.

4. Service Measurements:

CONTRACTOR shall be familiar with industry standards for Access, Engagement, Retention, Service Completion (as guided by the ASAM Criteria), and Quality of Life Indicators, incorporated into this Contract by reference. This Contract will be performance-based and will include expectations regarding service outcomes. Continuing agreements may be linked to successful attainment of projected service outcomes.

CONTRACTOR will maintain a minimum of 80% occupancy throughout the state fiscal year to Drug Medi-Cal (DMC) Organized Delivery System (ODS) beneficiaries and/or other COUNTY funded participants for residential services.

CONTRACTOR and COUNTY mutually agree on the need to make additional residential beds in both the Mental Health Programs and Substance Use Services Residential Programs available to meet current and future anticipated demand for

services. CONTRACTOR and COUNTY have a commitment to ensure that any available bed is maximized for direct beneficiary care and will continue to work together during the fiscal year to improve access to these beds to the maximum number of beds licensed for each facility, within the rates covered under this Contract.

COUNTY and CONTRACTOR agree to work collaboratively to maximize utilization of all available beds for Santa Cruz County residents, with the mutual goal of ensuring that Santa Cruz County residents are offered residential treatment at the time it is determined appropriate for the beneficiary, and beneficiaries are not placed on wait lists or sent out of county for treatment when there is a vacant bed in the program.

COUNTY and CONTRACTOR agree to develop and implement, within thirty (30) calendar days of the execution of this Contract, a report that tracks bed day census on a daily basis, to be submitted to COUNTY ten (10) business days following the end of each quarter.

5. Reporting:

The following information will be required as stated below:

Additional Special Reporting Requirement (may be requested by COUNTY):

Type of Report	Due Date(s)	Information Contained in Report	Deliverables Will Be Sent To:

COUNTY OF SANTA CRUZ

EXHIBIT A – Part 01 – Section 07 – Scope of Services

Component: Medication Assisted Treatment (MAT) Provider #s: All
Modality: All

1. Primary Task:

Provide Medication Assisted Treatment (MAT) to address medical issues associated with either withdrawal management or the provision of SUDS to assist in the enhancement of treatment services.

2. Description of Services:

MAT is the use of United States Food and Drug Administration (FDA)-approved medications, in combination with counseling and behavioral therapies, to provide a "whole-patient" approach to the treatment of substance use disorders. MAT is an evidence-based treatment for beneficiaries with opioid use and alcohol use disorders.

A. Additional MAT is an optional service in DMC-ODS and covers MAT for opioid and alcohol use disorders when the medications are purchased and administered or dispensed outside of the pharmacy benefit (in other words, purchased by providers and administered or dispensed on-site or in the community, and billed to the COUNTY DMC-ODS plan).

B. Additional MAT may include without limitation the ordering, prescribing, administering, dispensing, and monitoring of MAT in provider settings outside of narcotic treatment programs. MAT when medications are bought and billed by non-NTP providers as a medical benefit administered or provided on-site or in the community.

C. MAT may be provided with the following service components:

1. Assessment
2. Care Coordination
3. Counseling (individual and group)
4. Family Therapy
5. Medication Services
6. Patient Education
7. Recovery Services
8. SUD Crisis Intervention Services
9. Withdrawal Management Services

D. In order for MAT services to be claimed, it must meet the following criteria:

1. Beneficiary must have an Opioid or Alcohol use disorder
2. A licensed prescriber must prescribe one of these MAT medications: Buprenorphine, Disulfiram, Naltrexone, Acamprosate.
3. The medication must have been prescribed by a licensed prescriber.

3. Description of Beneficiary Population:

Adults and youth receiving Substance Use Disorder Services that warrant medication support. Medication assisted treatment must follow all local, state, and federal guidelines related to these services.

COUNTY OF SANTA CRUZ

EXHIBIT A – Part 01 – Section 08 – Scope of Services

Component:	All Substance Use Disorder Program Services	Provider #s:	All
Modality:	All Substance Use Disorder Program		

PROVISIONS TO SUPPORT MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA) CLAIMING

1. Provision of Health Outreach, Information, and Referral Activities

In order to ensure the health and well-being of the target population, CONTRACTOR will understand and provide basic health and benefit information and perform health advocacy with targeted individuals and families being served through this Contract. Outreach activities may include information about local health and Medi-Cal services that will benefit individuals and families in order to allow them to lead healthy and productive lives.

CONTRACTOR staff may explain benefits derived from accessing local health, mental health and substance abuse services and encourage/assist families to utilize these services to meet their identified needs. CONTRACTOR staff will be knowledgeable regarding available health and Medi-Cal services, locations of provider sites, and how families can access needed services. CONTRACTOR staff will assist families to understand and explain very basic Medi-Cal, Healthy Families and other insurance information or will be able to direct beneficiaries to sites where such information can be accessed. CONTRACTOR staff may assist families, where needed, to apply for and access health-related programs and services. Staff activities may include outreach, information, referral, access and eligibility assistance, assistance with transportation, and program planning in order for beneficiaries to access Medi-Cal related eligibility, provider services and care.

2. Leveraging Requirement

The relationship that CONTRACTOR has with Medi-Cal eligible families is recognized and supported. It is further recognized that CONTRACTOR possesses expertise in identifying, assessing and case managing the health care needs of Medi-Cal eligible families and children being served. In order to take advantage of this expertise and relationship, CONTRACTOR costs supported by this Contract may be used as the basis of participation in federal, state and local leveraging programs. Such participation may include appropriate staff training, reporting and documentation of eligible activities supported by contract funds, and associated staff and overhead costs. Reporting may include written documentation associated with service delivery and related costs, and/or the tracking of staff time through time survey instruments.

3. Purpose and Responsibilities

A. Bring potential eligible targeted individuals into the Medi-Cal program for purposes of determining Medi-Cal eligibility.

B. Bring Medi-Cal enrollees into Medi-Cal services.

C. Bring the target population into health care services to include:
1. Campaigns directed towards bringing specific high-risk populations into health care services;
2. Telephone, walk-in or drop-in services for the purpose of informing or referring persons, including Medi-Cal enrolled, to Medi-Cal covered services; and
3. Conducting Medi-Cal specific information and referral activities included as subset of a broader general health education program.

D. Assisting with the Medi-Cal/Healthy Families application process by:
1. Explaining the eligibility rules and process to prospective applicants;
2. Assisting an applicant to fill out the application;
3. Gathering information related to the application and eligibility determination/redetermination process; and
4. Providing necessary forms and packaging in preparation for actual eligibility determination.

E. Arranging or providing transportation of beneficiaries to Medi-Cal covered services, and if medically necessary, accompanying beneficiaries to these services.

F. Develop resource directories, prepare Medi-Cal data reports, conduct needs assessments, and prepare proposals for expansion of Medi-Cal services.

G. Assist in overseeing, documenting, and accounting for MAA activities.

COUNTY OF SANTA CRUZ

EXHIBIT A – Part 01 – Section 09 – Scope of Services

Component: Performance Measures Provider #s: All
Modality: Adult Outpatient, Adult Residential, Youth Outpatient

CONTRACTOR shall provide the reports to COUNTY by email with Subject Line: "Contractor Name Contract Number Reporting Period" at SUDSAdmin@santacruzcountyca.gov as per the schedule and in the format provided below.

Reporting Frequency	Quarterly				Annual
Reporting Months:	Jul-Sep	Oct-Dec	Jan-Mar	Mar-Jun	Annual
Deadline:	1-Nov	1-Feb	1-May	1-Aug	1-Sep
Date Submitted:					

Area of Focus	Target	Methodology
Whole Person Care	80% of persons entering treatment who report being unhoused or unstably housed will have a housing plan documented in their discharge plan or final progress note.	Documentation in discharge/final progress note.
Treatment Outcomes	80% of respondents will say that they strongly agree or agree to questions 9 and 10 on treatment perception survey. (As a direct result of the services I am receiving, I am better able to do things that I want to do. As a direct result of the services I am receiving, I feel less craving for drugs and alcohol.)	Results of treatment perception survey. COUNTY Staff will provide results to CONTRACTOR.
Provider Productivity	All SUD counselors and clinicians will maintain a minimum of 60% productivity in fee for service reimbursements.	Units of Service (UOS) / Full Time Equivalent (FTE) for direct service staff and UOS earned/ budgeted
Access to care	By July 1, 2027, increase the number of SUD early intervention and outpatient referrals serving youth ages 12-18 by 15%.	Number of SUD early intervention and outpatient referrals tracked on a quarterly basis.

Measures and outcomes will be reported every quarter utilizing the standardized report provided by COUNTY according to the following due dates:

July – September 2026: Due November 1, 2026
October – December 2026: Due February 1, 2027
January – March 2027: Due May 1, 2027
April – June 2027: Due August 1, 2027
Contract Year Average: Due September 1, 2027

COUNTY OF SANTA CRUZ

EXHIBIT A – Part 01 – Section 10 – Scope of Services

Component: Adult Residential Services Provider #s: TBD

Modality: Withdrawal Management

1. Primary Task:

Provide a clinically managed Residential Withdrawal Management Special Care Unit for adults aged eighteen (18) or older, as per the standards for American Society of Addiction Medicine (ASAM) Level 3.2 and is incorporated into this Contract by reference.

2. Description of Services:

CONTRACTOR will operate and maintain a withdrawal Management facility in accordance with DHCS requirments as outlined in the Substance Use Disorder Division – Program, Policy, and Fiscal Division, Federal and State Drug Medi-Cal Organized Delivery System (DMC ODS) regulations, and ASAM assessment criteria. CONTRACTOR's treatment staff members are trained and registered and/or certified Alcohol and Other Drug Counselors. Beneficiaries are observed closely for physical or psychological complications of withdrawal. Withdrawal Management services include the following service components: Assessment, Care Coordination, Medication Services, MAT for OUD, MAT for AUD and other non-opioid SUDs, Observation and Recovery Services.

Withdrawal management services are urgent and provided on a short-term basis. When provided as part of withdrawal management services, service activities, such as the assessment, focus on the stabilization and management of psychological and physiological symptoms associated with withdrawal, engagement in care and effective transitions to a level of care where comprehensive treatment services are provided.

A. A full ASAM Criteria assessment shall not be required as a condition of admission to a facility providing Withdrawal Management. To facilitate an appropriate care transition, a full ASAM assessment, brief screening, or other tool to support referral to additional services is appropriate. If it has not already been completed in relation to the Withdrawal Management episode, the full ASAM Criteria assessment shall be completed within thirty (30) calendar days of the beneficiary's first visit with an LPHA or registered/certified counselor for non-Withdrawal Management services, or sixty (60) days for beneficiaries that are either under twenty-one (21) or experiencing homelessness, as described above.

B. The length of stay is determined by the individual's withdrawal symptoms, and as prescribed by ASAM criteria. Referrals for continuing care and development of an Aftercare Discharge Plan are developed with the beneficiary on an ongoing basis throughout the treatment episode.

C. All beneficiaries receiving Withdrawal Management services, regardless in which type of setting, shall be monitored during the detoxification process. CONTRACTOR is required to either offer MAT directly or have effective referral mechanisms to the most clinically appropriate MAT services in place (defined as facilitating access to MAT off-site for beneficiaries while they are receiving withdrawal management services if not provided on-site. Providing a beneficiary the contact information for a treatment program is insufficient).

D. CONTRACTOR will provide referrals for ongoing treatment to 100% of individuals participating in their full treatment plan and to those scaling down to a lower level of care and/or beneficiaries that notify CONTRACTOR of unscheduled terminations of their treatment plans.

3. Description of Beneficiary Population:

CONTRACTOR's residential withdrawal management SUD program serves adults eighteen (18) or older.

4. Service Measurements:

CONTRACTOR should be familiar with industry standards for Access, Engagement, Retention, Service Completion (as guided by the ASAM Criteria), and Quality of Life Indicators, incorporated into this Contract by reference. This Contract will be performance-based and will include expectations regarding service outcomes. Continuing agreements may be linked to successful attainment of projected service outcomes.

CONTRACTOR will maintain a minimum of 80% occupancy throughout the state fiscal year to Drug Medi-Cal (DMC) Organized Delivery System (ODS) beneficiaries and/or other COUNTY funded participants for withdrawal management services.

COUNTY and CONTRACTOR agree to work collaboratively to maximize utilization of all available beds for Santa Cruz County residents, with the mutual goal of ensuring that Santa Cruz County residents are offered residential treatment at the time it is determined appropriate for the beneficiary, and beneficiaries are not placed on wait lists or sent out of county for treatment when there is a vacant bed in the program.

COUNTY and CONTRACTOR agree to develop and implement, within thirty (30) calendar days of the execution of this Contract, a report that tracks bed day census on a daily basis, to be submitted to COUNTY ten (10) business days following the end of each quarter.

5. Reporting:

The following information will be required as stated below:

Additional Special Reporting Requirement (may be requested by COUNTY):

Type of Report	Due Date(s)	Information Contained in Report	Deliverables Will Be Sent To:

COUNTY OF SANTA CRUZ

EXHIBIT A – Part 02 – Section 01 – Scope of Services

Non-Drug Medi-Cal Activities

Component:	Room and Board for Residential Treatment	Provider #s:	44-4482; 44-4486
Modality:	Room and Board (R&B)		

1. Primary Task:

Housing in support of substance use disorder (SUD) residential and/or withdrawal management treatment services.

2. Description of Services:

CONTRACTOR will administer COUNTY funding for Room and Board (R&B) for approved COUNTY beneficiaries as related to treatment, through agreements established between COUNTY and CONTRACTOR.

A. Room and board facilities and services must meet all requirements as outlined in the following:

1. Program Certification 7060, 13020, 20000, 20010 & 20020
2. C.C.R. Title 9, §873.14, 10511, 10569 &10572 & 10581
3. C.C.R. Title 22, §87309
4. California Labor Code, § 6404.5
5. 42 C.F.R. Part 2
6. 42 C.F.R. §438.10(f)(2) & (c)(6)
7. Equal Employment Opportunity Act (EEOC) of 1972
8. Civil Rights Act of 1964

B. CONTRACTOR will submit a Residential Treatment Authorization Request (RTAR) as related to Substance Use Disorder Services (SUDS) treatment in advance of treatment delivery, for COUNTYs written authorization for a specified maximum amount of days for room and board for a specific beneficiary in the format and in the manner required by COUNTY.

1. For each day of treatment services, CONTRACTOR shall provide a R&B bed day in a certified facility for beneficiaries participating in the withdrawal management and/or residential treatment program.

C. COUNTY will reimburse CONTRACTOR for R&B expenses based on allowable food and lodging expenses only, up to the COUNTY maximum rate (see Exhibit B). Allowable costs for R&B are as follows:

Lodging	Food	Staffing
• Rent/Lease • Mortgage Interest • Facility Maintenance • Utilities	• Food for residents and children. Includes meals, snacks, and food for celebrations.	• Night staff • Cook that prepares food

D. CONTRACTOR will invoice for days based on actual days of R&B provided, the R&B rate and funding available via this Contract.

1. In order to bill for R&B, the beneficiary must participate in a billable service that same day (example: residential treatment, MAT, care coordination or peer services).

3. Description of Beneficiary Population:

Adults eighteen (18) years and older participating in withdrawal management and/or residential treatment program.

4. Performance Reports:

CONTRACTOR will submit written quarterly reports (in a format agreed to by CONTRACTOR and COUNTY) which demonstrate expenditures for each beneficiary and beneficiary length of stay.

Reports shall include, at minimum:

A. Beneficiary Avatar Identification Number

B. RTAR Authorization Number

C. Treatment Level

D. Facility Name

E. Total Days in Residential and/or Withdrawal Management Treatment During Quarter

F. Number of Days Billed for Treatment

G. Number of Days Billed for R&B

H. If Days Billed for Treatment and R&B are not equal, provide a written explanation for the difference (i.e. hospital, sick, all-day appointment somewhere, non-SUDS payor, etc.).

I. If beneficiary qualifies for a funding source, note funding source (i.e. Family and Children Services, AB109, CAFES, Outside Grant, etc.)

COUNTY OF SANTA CRUZ

EXHIBIT A – Part 02 – Section 02 – Scope of Services
Non-Drug Medi-Cal Activities

Component:	Housing	Provider #s:	NONE
Modality:	Recovery Residences		

1. Primary Task:

A Recovery Residence (RR) is a safe, clean, sober, residential environment that provides transitional housing and promotes individual recovery through positive peer group interactions among house members, staff, and substance use disorder (SUD) treatment programming provided by a Santa Cruz County DMC-ODS provider. RR housing is affordable, alcohol and drug free and allows the house members or residents to continue to develop their individual recovery plans and to become self-supporting. In doing so, the RR must co-exist in a respectful, lawful, non-threatening manner within residential communities in Santa Cruz County. COUNTY Division of Behavioral Health and Recovery Services provides oversight and quality assurance through monthly reporting, semi-annual site visits and audits with contractual RR services.

2. Description of Services:

CONTRACTOR will:

A. Maintain a recovery environment for individuals experiencing a substance use disorder and to assist in helping individuals in obtaining a stable sober living environment, increase self-sufficiency, and improve quality of life.

B. Assist in helping individual with coping skills to prevent relapse.

C. Support individuals developing a recovery lifestyle characterized by achieving personal growth goals, and becoming productive members of the community.

D. Assist individuals in coping skills development, prosocial support, and employment goals, etc.

E. Collect, track and report data as outlined in Proposition 47 (Prop 47) additional reporting requirements, incorporated into this Contract by reference.

3. Target Population:

A. Eligible for Prop 47 services as indicated by RENEWPath referral form, incorporated into this Contract by reference.

B. Adults who experience problems related to their substance use and/or abuse.

C. Individuals who are currently receiving treatment or recovery services.

D. Individuals who's lack of adequate housing will impact their ability to stay clean and sober.

4. Program Eligibility:

RR participants must be eligible for Prop 47 services, eighteen (18) years or older, residents of Santa Cruz County, and have a Substance Use Disorder diagnosis and referral from RENEWPath Connector Team approved by COUNTY SUDS.

Eligibility shall be determined through a formal process as set forth by the proprietor/management of CONTRACTOR and COUNTY. At a minimum, prospective residents must be willing to comply with and meet the following criteria:

A. Residents must demonstrate being clean and sober by one or more of the following means:

1. Submit a negative urinalysis sample, which shall include cannabis testing. Medical Cannabis cards will not be accepted.
2. Be actively enrolled in an alcohol and other drug treatment program.
3. Regular attendance to community-based sober support group.

5. Building Requirements:

A. Physical Environment:

1. Exit doors must be clearly marked and barriers to appropriate personal contact among residents should be eliminated;
2. Heating and cooling units shall be sufficient to keep residents comfortable at all times, and shall be in working order;
3. Maintain land use zoning conformance;
4. Posses all required permits and follow all minimum fire prevention requirements;
5. No smoking inside the building;
6. Any /all smoking materials must be disposed of safely and neatly outside the residence;
7. Stoves and cooking areas shall be kept clean and adequately maintained;
8. Smoke detectors and fire extinguishers shall be installed;
9. Emergency exit routes and disaster plans should be developed and reviewed annually; and
10. Appropriate locks shall be in placed on all doors and windows.

B. Minimum fire safety requirements:

1. No smoking in residences (including porches, patios, and balconies);
2. Smoking is allowed outside only and twenty (20) feet from any door or operable window.Smoking materials shall be disposed of safely;

3. There shall be no accumulation of clothing, newspapers, or cartons in the living/RR sleeping areas;
4. Stoves and cooking areas shall be kept clean of grease accumulation;
5. Smoke detectors, fire extinguishers, and CO2 detectors shall be installed;
6. Exit doors shall be clearly marked and readily available;
7. Fire drills (evacuation planning) from RR areas should be encouraged; and
8. Buildings with 2nd floor shall have emergency fire ladders clearly marked.

C. CONTRACTOR will comply with applicable guidelines for the amount of square feet per resident and the number of residents per room. Attention should be given to the health and safety of all residents and therefore the home should meet minimum fire and health standards.

6. <u>Housing Standards:</u>

CONTRACTOR shall provide 24-hour safe housing, free from alcohol and other drugs which, at a minimum, shall include the following components:

A. Residents shall be required to attend regular house meetings with CONTRACTOR's House Managers, and/or Operators. These meetings may be in a group setting with other residents of the RR; CONTRACTOR shall not require residents to attend programs or counseling sessions, however certain rules may be set as requirements for residency. House rules may include curfew, smoking, chores, payment of rent, attendance at house meetings, and community-based sober support Meetings. House rules must include prohibition of any use of alcohol and or drugs.

B. Residents shall be provided with opportunities to engage in regular household activities (required or optional) that define a residence such as cooking, laundry, housecleaning, yard work, etc.

C. Operators and House Managers shall take appropriate measures to ensure that the personal property of each resident is secure.

D. CONTRACTOR shall establish and maintain a culture and environment that is welcoming and understanding to those they serve.

E. All residents shall have access to the: kitchen, refrigerator, stove, dining room, laundry facilities, restrooms, and showers to ensure basic needs are met.

F. The following minimum health safety requirements shall be followed:

1. There shall be adequate space for food storage;
2. All food shall be stored in covered containers, or properly wrapped;

3. Perishable items shall be refrigerated and adequate refrigeration in good repair shall be available;
4. All dishes and cooking implements shall be washed upon use;
5. There shall be adequate hot water for dish washing;
6. Bathroom space shall be adequate for number of residents;
7. Bathrooms shall be kept clean on a daily basis;
8. Bathrooms shall provide personal privacy; and
9. There is a policy for drug testing.

G. CONTRACTOR shall post a written description of the procedural processes regarding chores, assignment of roommates, and primary house rules in a space that is accessible to all residents.

H. The RR shall be a non-smoking residence. If CONTRACTOR operator's policy is to allow smoking on the property, a smoking area must be designated clearly in an outdoor space where smoke will not affect neighbors and is in compliance with any and all local smoking rules/ordinances. Any and all litter generated in a designated smoking area must be cleaned up daily.

I. CONTRACTOR shall afford residents opportunities to engage in daily recreational, cultural, physical, and spiritual activities, either as an individual or with a group.

J. All RR residents MUST be engaged in employment, treatment, education, volunteer work, active job search (for a defined period), recovery support services or other approved daily activities conducive to the recovery process.

K. CONTRACTOR is responsible for ensuring neighborhood parking is in compliance with local ordinances and is NOT intrusive to neighbors.

L. CONTRACTOR shall establish and maintain a "Good Neighbor Policy."

7. <u>House Rules:</u>

RR rules must be clearly defined. Any optional rules CONTRACTOR chooses to implement must be for the needs of the residents, shall not be overly burdensome, and must be consistent across multiple residents. The following should be considered minimum mandatory standards for every RR:

A. There shall be no consuming alcohol and/or other drugs by anyone on the property of the RR.

B. Alcohol and items containing alcohol shall not be brought onto the property for any reason.

C. Alcohol and other drug use may be grounds for dismissal from the RR; Upon being notified of possible alcohol and/or other drug use by a resident, CONTRACTOR's House Manager shall first refer the resident for detoxification services for up to three (3) days. Further, a resident has the

right to file a grievance if dismissed from the residence without being referred to detoxification services. CONTRACTOR assumes NO fiscal responsibility for payment for detoxification for a resident of the RR.

D. Regular attendance of house meetings shall be mandatory for all residents and it shall be the responsibility of CONTRACTOR's management to ensure proper participation.

E. CONTRACTOR's Operators or House Managers in charge of an individual RR facility must be accessible to residents daily. CONTRACTOR's Operator and/or House Manager shall be clearly and easily identified and shall remain available at all times.

F. Each RR shall have in its house rulebook a policy addressing visitation including without limitations hours, terms of contact, areas for visitation, visitor access, child visitation and monitoring, etc. The House Rulebook shall also contain standards of operation and rules, regulations, expectations and governance procedures of the House.

8. Required Policies:

CONTRACTOR will submit House Rule book and the following policies for COUNTY review and approval:

A. Admission and Discharge

1. Each RR shall have a written admission procedure;
2. Each RR shall have a written policy for discharge, grounds for discharge and discharge protocols that address the personal property of residents, referral to further services, monies paid, and information sharing, if applicable;
3. Each prospective resident shall be interviewed and assessed by CONTRACTOR's House Manager to determine whether they are an appropriate fit for the RR;
4. If the prospective resident is referred from another source, CONTRACTOR's interviewer (referred to as "the interviewer") may contact that source as a means of gathering information about the suitability of the prospective resident and Releases of Information (ROI) of confidential information compliant with Health Insurance Portability Accounting Act (HIPAA) and Title 42 Code of Federal Regulations Part 2 (42 CFR Part 2) may be requested for this purpose;
5. If the prospective resident is currently involved with the criminal justice system (probation/parole), ROI may also be requested by the interviewer;
6. Any/all prescription medications must be disclosed by the prospective resident and a seven (7)-day minimum supply must be on hand prior to

the resident moving into the RR. Prospective residents CANNOT be denied services based on prescribed medications;

7. Copies of all policies, procedures, House Rules and expectations shall be presented to the prospective resident during the interview process, and specific questions or concerns of the resident at this time should be recorded as a means of documenting their understanding of the rules and expectations; and
8. Admission and RR residency documentation shall be maintained in each resident's file on-site or stored securely in a digital format.

B. Confidentiality

CONTRACTOR shall protect the privacy of individuals being served and will not disclose confidential information without express written consent except as required or permitted by law. CONTRACTOR's House Manager will maintain release forms for house members to authorize the release of information. CONTRACTOR shall also affirmatively inform house members of the privacy of information disclosed in house meetings or other RR activities. CONTRACTOR's RR management shall remain knowledgeable of and obey all state and federal laws and regulations relating to confidentiality of records for the providers of services. Confidential information acquired during residency at the RR shall be safeguarded from illegal or inappropriate use, access and disclosure, or from loss, unsecured maintenance of records or recording of an activity or presentation without appropriate releases. Forms will be provided to house members for the authorization to release information in compliance with HIPAA, 42 CFR Part 2, and any other applicable laws.

C. Sexual Harassment & Verbal Abuse

CONTRACTOR will not tolerate any behavior that is abusive, harassing or intimidating toward CONTRACTOR's House Manager and/or Operator, volunteers, house members or visitors.

D. Weapons, Alcohol, Illegal Drugs and Illegal Activity

CONTRACTOR will strictly prohibits on its property the possession, and/or use of firearms, other weapons, illegal drugs, illegal activities and acts or threats of violence. Such acts shall be reported to the local law enforcement agencies immediately. Residents will be terminated from the house for such offenses. CONTRACTOR House Managers found to have violated the policy may face immediate termination. Each RR shall have a written policy addressing weapons, alcohol and other drug use, relapse, and illegal activity by residents and staff.

E. Prescribed Medication

Each facility shall have a written policy regarding the use and storage of residents' prescribed medications. Medications must be properly secured. The policy concerning the storage of medications does not apply to those medications, such as an asthma inhaler, to which medical necessity requires the resident to have immediate access. CONTRACTOR will not dispense medication but must ensure it is securely stored by the resident.

F. Drug and Alcohol Testing

1. CONTRACTOR shall have a written policy addressing the policies and procedures of specimen collection and shall maintain appropriate urinalysis equipment and/or access to an outside drug and alcohol testing service so that all residents may be tested at random to protect the safety and integrity of the house and its residents;
2. Parole, Probation, or the Courts may impose and provide drug and alcohol testing to the residents referred by the Courts and/or Probation; and
3. Positive drug tests of residents shall be reported immediately to the probation officer/parole agent or to the Courts, as applicable.

G. Management and Staff Responsibilities

Overall supervision for each RR must be adequate for the number of people residing in the RR and appropriate CONTRACTOR's Operators/House Managers must be accessible on an on-call basis 24 hours a day, seven (7) days a week. In addition, CONTRACTOR's Operators/House Managers are expected to have the following qualifications and responsibilities:

1. CONTRACTOR's House Managers must have at least two (2) years of sobriety (if in recovery), be CPR certified, possess adequate crisis intervention skills and be culturally responsive;
2. At a minimum, CONTRACTOR's House Managers are responsible for the safety of the premises and those who reside there. Additional responsibilities include; collection of rent (if appropriate per CONTRACTOR) documentation and maintenance of records, uphold house rules, and supervise residents as needed, maintain property inside and out, ensure adherence to parking restrictions, smoking rules, etc are enforced; and
3. If more than one (1) manager is appointed to the RR, shift notes should be kept as a means of documenting incidents, if they occur.

H. Code of Conduct

1. CONTRACTOR's House Managers are to conduct themselves in a professional manner at all times, adhere to all policies and procedures including without limitations ethical and personal standards.

CONTRACTOR's House Managers are also expected to treat consumers/residents, volunteers, neighbors and guests with respect both on and off premises;

2. No RR will permit any CONTRACTOR House Manager to enter into a business relationship with any house member or their family. They shall not employ them while the house member is living in the RR;
3. CONTRACTOR's House Managers, house members, and/or volunteers shall not engage in any conduct of a criminal or disruptive nature that would bring discredit upon the House, its residents, the County of Santa Cruz or the State of California;
4. A violation of professional conduct may result in disciplinary action against the CONTRACTOR's House Manager up to and including discharge from the RR depending on the severity of the infraction;
5. All disciplinary actions will be handled on an individual basis and the discipline rendered will take into consideration overall work history, the nature of the offense, and consideration of the extenuating circumstances, if any; and
6. Willfully engaging in any act that can be shown to be harmful to the interest of the RR or its residents may result in termination.

I. Conflict of Interest

No volunteer, agent, or participant is to attempt to secure privileges or advantages from anyone in the RR.

J. Documentation/Record Keeping/Financial Agreements

Each CONTRACTOR's House Manager shall keep a record of all residents as follows:

1. A resident's date of birth, emergency contact information, pertinent emergency medical information, list of current medications and pharmacy where prescriptions are on file, employer or school contact information and any releases of information that are deemed necessary by the House Manager. Incidents of relapse should also be documented;
2. A resident sign in/out sheet should be placed near the main entrance/exit of the residence;
3. CONTRACTOR shall have clear policies concerning curfew, prescribed medications, urinalysis monitoring, visitation, rent/expense payments, disposal of medications, relapse, resident/consumer conduct and expectations, and resident departures from those requirements shall be documented; and
4. Each RR shall have a specific policy addressing relapse and the actions taken by CONTRACTOR's House Manager to address an incident of relapse.

K. Incident Report

CONTRACTOR's House Manager will complete an internal incident report for all incidents involving house members. The incident report will be completed within seventy-two (72) hours of the occurrence of an on-site incident or, in the case of an off-site incident, when CONTRACTOR's House Manager became aware of, or reasonably should have known of an incident that occurred. The incident report will provide:

1. A detailed description of the event including the date, time, location, individuals, name involved, and action taken.
2. CONTRACTOR House Manager responsible for completing the report will sign it and record the date and time it was completed.
3. All incident reports will be stored in a single, separate file.
4. CONTRACTOR's House Manager or their designee will be responsible for reviewing incident reports and, all incidents will be evaluated to determine opportunities to improve.
5. Incidents involving criminal activity or the need for emergency services (IE: fire, 911, violence, or serious injury) shall be reported to COUNTY via SUDSAdmin@santacruzcountyca.us within seventy-two (72) hours. Reports shall be made for all incidents including:
    a. Any violation of beneficiary rights, including but not limited to, allegations of abuse, neglect and exploitation;
    b. Accidents and injuries;
    c. Illegal or violent behavior;
    d. Fire;
    e. Medical emergencies;
    f. Psychiatric emergencies;
    g. Suicide attempt by an active house member (on or off site);
    h. Medical or psychiatric emergencies that result in admission to an inpatient unit of a medical or psychiatric facility;
    i. Release of confidential information without house members' consent; and
    j. Any other significant disruptions or rules violations (site specific).

L. Beneficiary Grievance

Each RR must have a written grievance procedure. Each house member will receive a copy of the grievance procedure within forty-eight (48) hours of admission to the RR. CONTRACTOR's House Manager will explain the grievance procedure clearly and, after this explanation and review, both the resident and CONTRACTOR's House Manager will sign the grievance procedure acknowledgement form which will be maintained in the RR files. Copies of the grievance forms are to be readily available to house members. CONTRACTOR's House Managers will advise house members

whether they have cause or not to file a grievance about any violation of beneficiary rights or organization rules, but the house member may do so at their discretion. CONTRACTOR will provide necessary help and materials in order for the grievance form to be complete and appropriately submitted. If a grievance is made, the following may occur:

1. COUNTY will evaluate the grievance thoroughly and objectively, obtaining additional information as needed;
2. COUNTY will provide a response to the house member within fourteen (14) business days of receiving the grievance;
3. COUNTY will provide technical assistance and mediate unresolved grievances when appropriate;
4. All grievances will be filed and documented including without limitations the final disposition and keep record of it in a central file;
5. COUNTY does not restrict or discourage, or will not interfere with house members communication with an attorney or other organizations for the purposes of filing or pursuing a grievance;
6. COUNTY adheres to these standards to protect the welfare of the resident, CONTRACTOR, and the community at large.

M. Continuity

If CONTRACTOR is no longer able to continue its service, residents will be referred to other community agencies that can continue housing or rehabilitative support prior to the date of discontinuing service.

9. <u>Reporting</u>:

A. COUNTY requires the following information to be reported and provided as back up with each invoice as stated below:

1. Beneficiary Name
2. Avatar #
3. Date of Birth
4. Primary, secondary and tertiary substance use diagnosis
5. Date range
6. Rate per night
7. Total amount per beneficiary

B. Additional reporting for all expenditures using Opioid Settlement Funds in a format as required by COUNTY, is required on a quarterly basis and is to be sent to SUDSAdmin@santacruzcountyca.gov.

10. <u>PROP 47 ADDITIONAL REPORTING REQUIREMENTS:</u>

A. Data and Reporting

1. CONTRACTOR will collect and maintain activity and project records as needed to provide all required program and fiscal reports to COUNTY

and other designated partners. CONTRACTOR shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project including without limitations copies of this Contract, duty statements, organizational charts (noting grant funded positions in relation to the organization), approved program budget and any modifications, financial records and required reports. CONTRACTOR will require that RENEWPath treatment or housing service providers enter participant data in the secure file transfer protocol databases as well as online RENEWPath data management systems as designed by Applied Survey Research for Prop 47, Cohort IV Local Evaluation Plan data.

2. Reporting responsibilities will include reporting based on the Local Evaluation Plan (LEP), included by reference and will include but may not be limited to the following:
    a. Number of Individuals assesses for SUD Treatment needs.
    b. Number of Individuals referred for SUD Treatment.
    c. Number of Individuals referred for Mental Health Assessments and/or treatment needs.
    d. Number of Individuals served through Case Management Support and number of occurrences and support by type.
    e. Medical Care and Dental Care linkage and referrals.
    f. Other Service Linkages including without limitations: Complex Mental Health Assessments and/or Treatment, SUD-Detox, SUD-Inpatient, SUD Outpatient, Diversion Program, Assistance with Food, Basic Necessities, Case Management, Education Services, Employment Services, Family Services, Health Services, Housing Services, Legal Services, Re-entry Services, Social Services, Transportation Services, and Other Support Services.
    g. Number of individuals referred to and enrolled in Recovery Residences and accessing SUD treatment by type of treatment.
        i. Outpatient
        ii. Intensive Outpatient
        iii. Narcotic Treatment
        iv. Medication Assisted Treatment
        v. Individual Group/Family Counseling
    h. Completion of World Health Organization Quality of Life – BREF (WHOQOL-BREF), incorporated into this Contract by reference, at set intervals as determined by COUNTY.
    i. Number of individuals making progress towards at least one (1) self-identified goal.
    j. Number of individuals accessing housing navigation support services.

k. Completion of Brief Addiction Monitoring (BAM) assessment to be administered at the start and end of program participation and documented in case files.

3. In addition to the LEP data requirements noted above, CONTRACTOR will be required to comply with all of the data collection and reporting requirements, as described in the Prop 47 Data Reporting Guide, Page 4. Data guide located at: Prop 47 Cohort IV Data Reporting Guide January 2026, incorporated into this Contract by reference.
4. Please refer to the Prop 47 Cohort IV Data Reporting Guide for Supportive Services data requirements. Supportive services include without limitations assistance with food, basic necessities, case management, civil legal services, education services, employment services, housing support, social services, transportation assistance, and other supportive services. CONTRACTOR will enter ongoing client data directly into the RENEWPath database following instructions as provided by COUNTY Behavioral Health Substance Use Disorder branch. Some basic data elements required include client name, date of birth, system generated RENEWPath ID, gender, and several identification numbers related to involvement throughout the criminal justice system (not all may apply to each individual).
5. CONTRACTOR will provide information for quarterly reports per Board of State and Community Corrections (BSCC) guidelines to include progress towards program-specific goals and services objectives, service implementation, hiring and staff training, service accomplishments, barriers, challenges, and solutions developed to address barriers and challenges. A progress report template will be provided and must be utilized.

COUNTY OF SANTA CRUZ

EXHIBIT B – Budget, Fiscal and Payment Provisions

1. Compensation

A. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR based on negotiated rates. This compensation includes any and all reimbursements due to CONTRACTOR for duties performed pursuant to this Contract as requested by COUNTY including without limitation reimbursement for materials needed to perform these services.

B. CONTRACTOR shall observe and comply with all lockout and non-reimbursable service rules as outlined in the current Department of Health Care Services (DHCS) Specialty Mental Health Services (SMHS) and Drug Medi-Cal Organized Delivery System (DMC-ODS) Medi-Cal Billing Manual and Service Tables, incorporated into this Contract by reference, including meeting the minimum duration requirements.

C. Fee For Service (FFS) Rates, as determined by California Department of Health Care Services (DHCS), for FY2026-2027 are included in Attachment B-3. DHCS makes periodic updates to the FFS rate schedule. Should such rate updates occur during the term of this Contract, COUNTY's FFS rates will be updated. The Parties agree to adjust the FY2026-2027 rates in Attachment B-3 as set by DHCS, as soon as administratively possible, following notification from DHCS. The adjusted rates will commence concurrently with the effective date of adjustments by DHCS. Any FFS rate adjustment will not require a Contract amendment. DHCS Current FFS Rates can be found at the following web address:

https://www.dhcs.ca.gov/services/MH/Pages/medi-cal-behavioral-health-fee-schedules-main.aspx

1. CONTRACTOR is responsible to know the unit definitions of each service code, applicable billing codes, and corresponding duration.
2. CONTRACTOR should meet the minimum requirements as defined by DHCS for reimbursement.

D. COUNTY will pay CONTRACTOR for COUNTY approved menu of codes for direct services provided in accordance with the rate schedule for COUNTY

For internal use only. Revisions may be made to address account code changes and/or typographical errors.									
Suffix	-01	-02	-03	-04	-05	-06			
GL Key	364042	364042	364042	364045	364042	364042			
GL Object	62367	62367	62367	62367	62367	62367			
JL Key			H53002	H58001	H55800	H53002			
JL Object				H3640003					
Total Amount	N/A	N/A	N/A	N/A	N/A	N/A			

approved clients/services at 70% of the DHCS Mental Health (MH)/Substance Use Disorder (SUD) Services published rates for the County of Santa Cruz, incorporated into this Contract by reference. This applies to DHCS reimbursable services.

E. COUNTY will pay CONTRACTOR for COUNTY approved negotiated daily rates for Recovery Residences:

Program Type	Negotiated
Youth Early Intervention (Individual) – Level .5 per UOS @ 15 Min Rate	68.37
Youth Early Intervention (Group) – Level .5 per UOS @ 15 Min Rate	$15.19
Room and Board Daily Rate—Si Se Puede	$75
Room and Board Daily Rate—Santa Cruz Residential Recovery	$75
Recovery Residence—Cleveland House	$213.08
Recovery Residence—Freedom house	$177.95

F. Advance Payment: COUNTY agrees to provide CONTRACTOR with an advance payment equal to 2/12ths of the total Estimated Net Contract Amounts across all Exhibit B budget grids, which totals $10,666,495. The 2/12ths payment is calculated by applying the 2/12ths factor to the total Net Contract Amount. CONTRACTOR shall submit a claim for this advance in a format acceptable to COUNTY. A reconciliation of actual costs and/or units of service provided against the advance payment shall be conducted in accordance with the standards set forth in Exhibit B2.

G. The budget grid at the end of this Exhibit provides additional detail on funding sources, estimated Units of Service (UOS), and other estimated figures.

2. Payment Terms

A. CONTRACTOR will invoice in the format and in the manner required by COUNTY. Invoices at a minimum will include the following: invoice date, invoice number, remit to address including vendor name, contract number, date(s) of service (if applicable), description of services rendered, and total due. COUNTY will pay CONTRACTOR within thirty (30) calendar days of receipt of an invoice approved by COUNTY.

B. CONTRACTOR will submit invoices by the 15th of the following month for each deliverable or no later than fifteen (15) calendar days after the end of the fiscal quarter. Invoices received after the 15th may result in the reduction or nonpayment of CONTRACTOR's claim amount by COUNTY if reasons for the delay are not due force majeure circumstances and result in inability to meet invoicing deadlines for the grant or funding source for this Contract.

C. CONTRACTOR shall certify each claim/invoice submitted to COUNTY by including the following statement on each claim/invoice and signed by CONTRACTOR's officer: "The claimant, under penalty of perjury, states: That this claim/invoice and the items as therein set out are true and correct, that no part thereof has been heretofore paid, that the amount therein is justly due, and the claim is presented within one year after the last item thereof has accrued."

D. Remit all invoices to: SUDSInvoices@santacruzcountyca.gov

E. In no event shall COUNTY be required to pay for the cost of services which are covered by funding received by CONTRACTOR from other governmental agencies or outside funding sources such as private insurance companies, private payors, grants, etc.

F. Rate based services will be invoiced in arrears and paid based on units of service (UOS) provided up to the negotiated rate noted in Attachment B-1 and in Exhibit B – Budget, Fiscal and Payment Provisions, and will submit back-up documentation including units of service summary reports from the Electronic Health Records (EHR) treatment and services rendered. Service activities must meet the requirements of Federal Financial Participation (FFP), Realignment, Mental Health Services Act Community Services and Support (MHSA-CSS), and Substance Abuse and Mental Health Services Administration (SAMHSA) funding, as applicable.

G. Invoices lacking supporting EHR back-up may be denied, partially paid, and/or result in a delay of payment.

H. **Documentation of Services**: As per Exhibit B2 and D of this Agreement, and Santa Cruz County Behavioral Health Services Policy and Procedure 2672, incorporated into the Agreement by reference, CONTRACTOR is responsible for documentation of client activities in the COUNTY's EHR system, at the time-of-service delivery.

3. Additional Payment, Budget and Fiscal Provisions

Other financial provisions of this Contract are stated in Exhibit B2, which is attached hereto and incorporated into this Contract by this reference.

4. Budget Control

A. Refer to Exhibit B2 of this Contract for additional budget, fiscal, and payment provisions.

B. Budget modification(s) may be requested in writing by CONTRACTOR to COUNTY and are subject to prior review and written approval by COUNTY. Any change to the compensation total, if applicable, shall require a contract amendment and may be subject to COUNTY Board of Supervisor approval.

5. Required Reports and Payments

CONTRACTOR will submit all required reports identified in this Contract, including but not limited to Performance Measures/Outcomes and/or other Grant related reports. Failure to submit any of the required reports will result in withholding of payment of up to 5% of Contract maximum amount. Withheld payments will be transmitted to CONTRACTOR upon compliance with reporting requirements.

6. Staff Hour Definition

Those hours that a direct service staff person is on the job and available to provide services. A direct service staff person is defined as a staff person who spends time providing services directly to program beneficiaries. Administrative, clerical and other support services may not be billed as staff hours. Staff time used for vacations, holidays, sick leave and other leave may not be billed to COUNTY. Volunteer and unpaid intern time shall not be billed to COUNTY. Time will be billed in fifteen-minute increments of direct staff time. Staff Hours may be claimed for the following modes of service:

- **A.** Assessment
- **B.** Treatment Planning
- **C.** Crisis Intervention
- **D.** Individual Counseling
- **E.** Group Counseling
- **F.** Family Counseling
- **G.** Case Management
- **H.** Medication Assisted Treatment
- **I.** Physicians Consultation
- **J.** Collateral Services
- **K.** Beneficiary Education
- **L.** Discharge
- **M.** Recovery Support
- **N.** Youth Prevention

7. Required Reports and Payments

CONTRACTOR will submit all required reports identified in this Contract including but not limited to Performance Measures/Outcomes and/or other Grant related reports. Failure to submit any of the required reports will result in withholding of payment of up to 5% of Contract maximum amount. Withheld payments will be transmitted to CONTRACTOR upon compliance with reporting requirements.

LEGAL ENTITY: Encompass Community Services
PROGRAM NAME: Outpatient/Residential Treatment
GL Key/GL Object: 364042/62367

FISCAL YEAR: 2026/27
CONTRACT # 27H0100-01
DATE: 07/01/2026
ORIGINAL

SANTA CRUZ COUNTY
BEHAVIORAL HEALTH - SUDS
SERVICE AGREEMENT BUDGET
EXHIBIT B

SERVICE TYPE / PROGRAM DESCRIPTION		YOUTH and ADULT OUTPATIENT				
PROVIDER #		0001, 4487, 4488				
DMC #		44AA, 44AD, 4487, 4488				
AVATAR PROGRAM NAME		EN-YSNEI	EN-ALNOPX, EN-ALSOPX			
SERVICE CODES		91/91	91, 92, 105			
PRACTIONER / PROGRAM TYPE		**Youth Early Intervention Level 0.5**	**Nurse Practitioner**	**Registered Nurse**	**Licensed Vocational Nurse**	**Medical Doctor**
PRACTIONER AVATAR CODE		EI	NP	RN	LVN	MD
NET CONTRACT AMOUNT	**8,680,319**	**18,255.00**	**232,292.00**	**77,299.00**	**70,144.00**	**19,030.00**
FUNDING SOURCES	0					
MEDI-CAL FFP Non Peri	6,063,445		162,604.00	54,109.00	49,101.00	13,321.00
STATE GENERAL FUND (SGF)	1,153,676	-	27,875.00	9,276.00	8,417.28	2,283.00
REALIGNMENT (AB118)	491,756	-	11,799.16	2,914.00	4,012.00	2,726.00
SABG DISCRETIONARY	0	-	-	-	-	-
SABG YOUTH TREATMENT	18,255	18,255.00	-	-	-	-
HSD CalWORKS (Cost Applied)	30,000	-	3,000.00	3,000.00	3,000.00	-
HSD FCS (Cost Applied)	27,700	-	3,000.00	3,000.00	3,000.00	700.00
PROBATION AB109 (Cost Applie	200,000	-	20,000.00	5,000.00	2,400.00	-
COUNTY GENERAL FUND	360,640	-	4,013.84	0.00	214.00	(0.00)
TOTAL FUNDING SOURCES	**7,564,163**	**18,255.00**	**232,292.00**	**77,299.00**	**70,144.28**	**19,030.00**
UNIT COST CALCULATION						
CONTRACTOR'S COSTS	7,564,163	18,255	232,292	77,299	70,144	19,030
COUNTY'S DIRECT COSTS	1,096,804	2,647	33,682	11,208	10,171	2,759
TOTAL DIRECT COSTS	8,660,967	20,902	265,974	88,507	80,315	21,789
CONTRACT UNITS OF SERVICE		267	1,620	660	1,140	66
COST PER UNIT - TOTAL		78.28	164.18	134.10	70.45	330.14
CONTRACT COST PER UNIT*	**70%**	**68.37**	**143.39**	**117.12**	**61.53**	**288.34**
COUNTY COST PER UNIT		9.91				
REIMBURSEMENT TYPE		**Rate**	**FFS Rate**	**FFS Rate**	**FFS Rate**	**FFS Rate**
UNIT TYPE		15 Min Rate	15 Min Rate	15 Min Rate	15 Min Rate	15 Min Rate
STATE RATE		**NA**	**204.84**	**167.32**	**87.90**	**411.92**
CONTRACT UNITS OF SERVICE*		**267**	**1,620**	**660**	**1,140**	**66**
CONTRACT MEDI-CAL UNITS		-	1,620	660	1,140	66
CONTRACT MEDI-CAL %		N/A	100.0%	100.0%	100.0%	100.0%
FMAP%		N/A	70.0%	70.0%	70.0%	70.0%
CONTRACT INDIGENT UNITS						
COST OF INDIGENT UOS	-	-	-		-	-

LEGAL ENTITY: Encompass Community Services
PROGRAM NAME: Outpatient/Residential Treatment
GL Key/GL Object: 364042/62367

FISCAL YEAR: 2026/27
CONTRACT # 27H0100-01
DATE: 07/01/2026
ORIGINAL

SANTA CRUZ COUNTY
BEHAVIORAL HEALTH - SUDS
SERVICE AGREEMENT BUDGET
EXHIBIT B

SERVICE TYPE / PROGRAM DESCRIPTION		YOUTH and ADULT OUTPATIENT			YOUTH and ADULT OUTPATIENT-GROUP	
PROVIDER #		0001, 4487, 4488			0001, 4487, 4488	
DMC #		44AA, 44AD, 4487, 4488			'44AA, 44AD, 4487, 4488	
AVATAR PROGRAM NAME		EN-ALNOPX, EN-ALSOPX			EN-ALNOPX, EN-ALSOPX	
SERVICE CODES		91, 92, 105			91, 92, 105	
PRACTIONER / PROGRAM TYPE		**Licensed Practitioner of the Healing Arts (LPHA) (LCSW, ASW, LMFT, AMFT, LPCC & APCC)**	**Alcohol and Drug Counselor**	**Peer Support Specialist**	**LPHA**	**Alcohol and Drug Counselor**
PRACTIONER AVATAR CODE		**LPHA, LCSW, ASW, LMFT, AMFT, LPCC, APCC**	**AOD**	**PSS**	**LPHA**	**AOD**
NET CONTRACT AMOUNT	**8,680,319**	**414,221.00**	**399,645.00**	**296,400.00**	**5,087.00**	**6,292.65**
FUNDING SOURCES	0					
MEDI-CAL FFP Non Peri	6,063,445	289,955.00	279,752.00	207,480.00	3,561.00	4,405.00
STATE GENERAL FUND (SGF)	1,153,676	78,582.00	62,957.00	61,484.00	526.00	888.00
REALIGNMENT (AB118)	491,756	35,688.00	45,935.80	13,778.00	-	-
SABG DISCRETIONARY	0	-	-	-	-	-
SABG YOUTH TREATMENT	18,255	-	-	-	-	-
HSD CalWORKS (Cost Applied)	30,000	3,000.00	5,000.00	1,000.00	-	-
HSD FCS (Cost Applied)	27,700	3,000.00	5,000.00	1,000.00	-	-
PROBATION AB109 (Cost Applie	200,000	3,000.00	1,000.00	2,000.00	1,000.00	1,000.00
COUNTY GENERAL FUND	360,640	996.00	-	9,658.00	-	-
TOTAL FUNDING SOURCES	**7,564,163**	**414,221.00**	**399,644.80**	**296,400.00**	**5,087.00**	**6,293.00**
UNIT COST CALCULATION						
CONTRACTOR'S COSTS	7,564,163	414,221	399,645	296,400	5,087	6,293
COUNTY'S DIRECT COSTS	1,096,804	60,062	57,949	42,978	738	912
TOTAL DIRECT COSTS	8,660,967	474,283	457,594	339,378	5,825	7,205
CONTRACT UNITS OF SERVICE		5,520	6,420	5,000	305	455
COST PER UNIT - TOTAL		85.92	71.28	67.88	19.10	15.83
CONTRACT COST PER UNIT*	**70%**	**75.04**	**62.25**	**59.28**	**16.68**	**13.83**
COUNTY COST PER UNIT		10.88	9.03			
REIMBURSEMENT TYPE		**FFS Rate**	**FFS Rate**	**FFS Rate**	**FFS Rate**	**FFS Rate**
UNIT TYPE		15 Min Rate	15 Min Rate	15 Min Rate	15 Min Rate	15 Min Rate
STATE RATE		**107.21**	**88.92**	**84.69**	**23.82**	**19.76**
CONTRACT UNITS OF SERVICE*		**5,520**	**6,420**	**5,000**	**305**	**455**
CONTRACT MEDI-CAL UNITS		5,520	6,420	5,000	305	455
CONTRACT MEDI-CAL %		100.0%	100.0%	100.0%	100.0%	100.0%
FMAP%		70.0%	70.0%	70.0%	70.0%	70.0%
CONTRACT INDIGENT UNITS						
COST OF INDIGENT UOS	-	-	-	-	-	-

LEGAL ENTITY: Encompass Community Services
PROGRAM NAME: Outpatient/Residential Treatment
GL Key/GL Object: 364042/62367

FISCAL YEAR: 2026/27
CONTRACT # 27H0100-01
DATE: 07/01/2026
ORIGINAL

SANTA CRUZ COUNTY
BEHAVIORAL HEALTH - SUDS
SERVICE AGREEMENT BUDGET
EXHIBIT B

SERVICE TYPE / PROGRAM DESCRIPTION		YOUTH AND OUTPATIENT-MAT SERVICES				
PROVIDER #		0001, 4487, 4488				
DMC #		44AA, 44AD, 4487, 4488				
AVATAR PROGRAM NAME		EN-ALNOPX, EN-ALSOPX				
SERVICE CODES		91, 92, 105				
PRACTIONER / PROGRAM TYPE		**Physician Assistant**	**Nurse Practitioner**	**Registered Nurse**	**Licensed Vocational Nurse**	
PRACTIONER AVATAR CODE		PA	NP	RN	LVN	
NET CONTRACT AMOUNT	**8,680,319**	**106,818.32**	**168,626.64**	**189,734.40**	**42,824.88**	
FUNDING SOURCES	0					
MEDI-CAL FFP Non Peri	6,063,445	74,773.00	118,039.00	132,814.00	29,977.00	
STATE GENERAL FUND (SGF)	1,153,676	12,818.00	20,235.00	22,768.00	5,139.00	
REALIGNMENT (AB118)	491,756	9,227.00	12,353.00	26,152.00	(291.00)	
SABG DISCRETIONARY	0	-	-	-	-	
SABG YOUTH TREATMENT	18,255	-	-	-	-	
HSD CalWORKS (Cost Applied)	30,000	-	3,000.00	3,000.00	-	
HSD FCS (Cost Applied)	27,700	-	-	-	-	
PROBATION AB109 (Cost Applie	200,000	10,000.00	15,000.00	5,000.00	8,000.00	
COUNTY GENERAL FUND	360,640	-	-	-	-	
TOTAL FUNDING SOURCES	**7,564,163**	**106,818.00**	**168,627.00**	**189,734.00**	**42,825.00**	
UNIT COST CALCULATION						
CONTRACTOR'S COSTS	7,564,163	106,818	168,627	189,734	42,825	
COUNTY'S DIRECT COSTS	1,096,804	15,489	24,451	27,511	6,210	
TOTAL DIRECT COSTS	8,660,967	122,307	193,078	217,245	49,035	
CONTRACT UNITS OF SERVICE		826	1,176	1,620	696	
COST PER UNIT - TOTAL		148.07	164.18	134.10	70.45	
CONTRACT COST PER UNIT*	**70%**	**129.32**	**143.39**	**117.12**	**61.53**	
COUNTY COST PER UNIT						
REIMBURSEMENT TYPE		**FFS Rate**	**FFS Rate**	**FFS Rate**	**FFS Rate**	
UNIT TYPE		15 Min Rate	15 Min Rate	15 Min Rate	15 Min Rate	
STATE RATE		**184.75**	**204.84**	**167.32**	**87.90**	
CONTRACT UNITS OF SERVICE*		**826**	**1,176**	**1,620**	**696**	
CONTRACT MEDI-CAL UNITS		826	1,176	1,620	696	
CONTRACT MEDI-CAL %		100.0%	100.0%	100.0%	100.0%	
FMAP%		70.0%	70.0%	70.0%	70.0%	
CONTRACT INDIGENT UNITS						
COST OF INDIGENT UOS	-	-	-	-	-	

LEGAL ENTITY: Encompass Community Services
PROGRAM NAME: Outpatient/Residential Treatment
GL Key/GL Object: 364042/62367

FISCAL YEAR: 2026/27
CONTRACT # 27H0100-01
DATE: 07/01/2026
ORIGINAL

SANTA CRUZ COUNTY
BEHAVIORAL HEALTH - SUDS
SERVICE AGREEMENT BUDGET
EXHIBIT B

SERVICE TYPE / PROGRAM DESCRIPTION		ADULT RESIDENTIAL				
PROVIDER #		4482 , 4486	4482 , 4486	4482 , 4486	4482 , 4486	4482 , 4486
DMC #		44AV	44SX	44AV	44SX	44AV
AVATAR PROGRAM NAME		EN-SSPRES	EN-SCRR	EN-SSPRES	EN-SCRR	EN-SSPRES
SERVICE CODES		112, 58	112, 58, 52, 114, 51	112, 58	112, 58, 52, 114, 51	TBD
PRACTIONER / PROGRAM TYPE		**Adult Residential SSP 3.1**	**Adult Residential SCRR 3.1**	**Adult Residential SSP 3.5**	**Adult Residential SCRR 3.5**	**Adult Residential SSP 3.2**
PRACTIONER AVATAR CODE		Res SSP 3.1	Res SCRR 3.1	Res SSP 3.5	Res SCRR 3.5	Res SSP 3.2
NET CONTRACT AMOUNT	**8,680,319**	**478,215.04**	**521,310.00**	**2,215,542.00**	**2,302,426.00**	**1,116,155.43**
FUNDING SOURCES	0					
MEDI-CAL FFP Non Peri	6,063,445	334,751.00	364,917.00	1,550,879.00	1,611,698.00	781,309.00
STATE GENERAL FUND (SGF)	1,153,676	75,744.00	55,230.00	432,366.80	277,087.20	133,939.00
REALIGNMENT (AB118)	491,756	7,362.00	79,163.00	77,296.00	163,641.00	84,752.00
SABG DISCRETIONARY	0	-	-	-	-	-
SABG YOUTH TREATMENT	18,255	-	-	-	-	-
HSD CalWORKS (Cost Applied)	30,000	3,000.00	3,000.00	-	-	-
HSD FCS (Cost Applied)	27,700	3,000.00	3,000.00	3,000.00	-	-
PROBATION AB109 (Cost Applied	200,000	(51,400.00)	16,000.00	152,000.00	10,000.00	-
COUNTY GENERAL FUND	360,640	105,758.00	-	-	240,000.00	116,155.00
TOTAL FUNDING SOURCES	**7,564,163**	**478,215.00**	**521,310.00**	**2,215,541.80**	**2,302,426.20**	**1,116,155.00**
UNIT COST CALCULATION						
CONTRACTOR'S COSTS	7,564,163	478,215	521,310	2,215,542	2,302,426	1,116,155
COUNTY'S DIRECT COSTS	1,096,804	69,341	75,590	321,254	333,852	161,843
TOTAL DIRECT COSTS	8,660,967	547,556	596,900	2,536,796	2,636,278	1,277,998
CONTRACT UNITS OF SERVICE		1,376	1,500	5,100	5,300	2,379
COST PER UNIT - TOTAL		397.93	397.93	497.41	497.41	537.20
CONTRACT COST PER UNIT*	**70%**	**347.54**	**347.54**	**434.42**	**434.42**	**469.17**
COUNTY COST PER UNIT		#REF!	50.39	62.99	62.99	68.03
REIMBURSEMENT TYPE		**FFS Rate**	**FFS Rate**	**FFS Rate**	**FFS Rate**	**FFS Rate**
UNIT TYPE		Day Rate	Day Rate	Day Rate	Day Rate	Day Rate
STATE RATE		**496.48**	**496.48**	**620.60**	**620.60**	**670.24**
CONTRACT UNITS OF SERVICE*		**1,376**	**1,500**	**5,100**	**5,300**	**2,379**
CONTRACT MEDI-CAL UNITS		1,376	1,500	5,100	5,300	2,379
CONTRACT MEDI-CAL %		100.0%	100.0%	100.0%	100.0%	100.0%
FMAP%		70.0%	70.0%	70.0%	70.0%	70.0%
CONTRACT INDIGENT UNITS						
COST OF INDIGENT UOS	-	-	-	-		-

LEGAL ENTITY: Encompass Community Services
FACILITY NAME: Si Se Puede / Santa Cruz Residential
PROGRAM NAME: Room and Board
GL Key/GL Object: 364042/62367

FISCAL YEAR: 2026/27
CONTRACT # 27H0100-02
DATE: 07/01/2026
ORIGINAL

SANTA CRUZ COUNTY
BEHAVIORAL HEALTH - SUDS
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EXHIBIT B

PROGRAM DESCRIPTION/LEVEL OF CARE		Room and Board Si Se Puede	Room and Board Santa Cruz Res Rec
AVATAR PROGRAM CODE		EN-SSPRES	EN-SCRR
PROVIDER NUMBER		4487, 0001	4487, 0001
CR* PROGRAM CODE		1/14/97	1/14/97
CR SERViCE CODE		57	57
DMC PROGRAM CODE		20	20
NET CONTRACT AMOUNT	**855,826**	**409,125**	**446,701**
REALIGNMENT (AB118)	296,464	116,254	180,210
SABG DISCRETIONARY	200,330	98,378	101,952
HSD CalWORKS (Cost Applied)	10,400	4,000	6,400
HSD FCS (Cost Applied)	48,000	21,440	26,560
PROBATION AB109 (Cost Applied)	64,000	28,000	36,000
COUNTY GENERAL FUNDS	236,632	141,053	95,579
	-	-	-
TOTAL FUNDING SOURCES	**855,826**	**409,125**	**446,701**

UNIT COST CALCULATION

CONTRACTOR'S COSTS	855,826	409,125	446,701
COUNTY'S DIRECT COSTS	124,095	59,323	64,772
TOTAL DIRECT COSTS	979,921	468,448	511,473

For all services, reimbursement is subject to LIMITATIONS as specified in the Exhibit B and B2 Provisions.

LEGAL ENTITY: Encompass Community Services
PROGRAM NAME: Recovery Residences
GL Key/GL Object: 364042/62367/H53002

FISCAL YEAR: 2026/27
CONTRACT # 27H0100-03 *PROP 47*
DATE: 07/01/2026
ORIGINAL

SANTA CRUZ COUNTY
BEHAVIORAL HEALTH - SUDS
SERVICE AGREEMENT BUDGET
EXHIBIT B

	CONTRACT TOTAL		
SERVICE TYPE / PROGRAM DESCRIPTION		Recovery Residence	Recovery Residences
SERVICE CODE		59, 59-1	59, 59-1
PRACTIONER / PROGRAM TYPE		Cleveland House	Freedom House
AVATAR PROGRAM CODE		NA	NA
PROVIDER NUMBER		NA	NA
NET CONTRACT AMOUNT	**780,205**	**296,181**	**484,024**
FUNDING SOURCES			
OTHER - Prop 47	780,205	296,181	484,024
UNIT COST CALCULATION			
CONTRACTOR'S COSTS	0	296,181	484,024
COUNTY'S DIRECT COSTS	4,110	42,946	70,183
TOTAL DIRECT COSTS	0	339,127	554,207
CONTRACT UNITS OF SERVICE		1,390	2,720
COST PER UNIT - TOTAL		244	204

LEGAL ENTITY: Encompass Community Services
PROGRAM NAME: Recovery Residences
GL Key/GL Object: 364045/62367/H58001/H3640003
Estimate

FISCAL YEAR: 2026/27
CONTRACT # 27H0100-04 *OSF*
DATE: 07/01/2026
ORIGINAL

SANTA CRUZ COUNTY
BEHAVIORAL HEALTH - SUDS
SERVICE AGREEMENT BUDGET
EXHIBIT B

SERVICE TYPE / PROGRAM DESCRIPTION	CONTRACT TOTAL	Recovery Residence	Recovery Residences
CR SERVICE CODE		59, 59-1	59, 59-1
PRACTIONER / PROGRAM TYPE		Cleveland House	Freedom House
NET CONTRACT AMOUNT	100,000	47,327	52,673
FUNDING SOURCES			
OTHER - OSF - H58001/H3640003	99,870	49,978	49,892
TOTAL FUNDING SOURCES	99,870	49,978	49,892

LEGAL ENTITY: Encompass Community Services
PROGRAM NAME: Recovery Residences
GL Key/GL Object: 364042/62367/H55800

FISCAL YEAR: 2026/27
CONTRACT # 27H0100-05 *AB109*
DATE: 07/01/2026
ORIGINAL

SANTA CRUZ COUNTY
BEHAVIORAL HEALTH - SUDS
SERVICE AGREEMENT BUDGET
EXHIBIT B

SERVICE TYPE / PROGRAM DESCRIPTION	CONTRACT TOTAL	Recovery Residence	Recovery Residences
CR SERVICE CODE		59, 59-1	59, 59-1
PRACTIONER / PROGRAM TYPE		Cleveland House	Freedom House
NET CONTRACT AMOUNT	**200,156**	**100,148**	**100,008**
FUNDING SOURCES			
PROBATION AB109 (Cost Applied)	200,156	100,148	100,008
TOTAL FUNDING SOURCES	200,156	100,148	100,008

LEGAL ENTITY: Encompass Community Services
PROGRAM NAME: Outpatient/Residential Treatment
GL Key/GL Object: 364042/62367/H53002

FISCAL YEAR: 2026/27
CONTRACT # 27H0100-06 *PROP 47*
DATE: 07/01/2026
ORIGINAL

SANTA CRUZ COUNTY
BEHAVIORAL HEALTH - SUDS
SERVICE AGREEMENT BUDGET
EXHIBIT B

	CONTRACT TOTAL						
SERVICE TYPE / PROGRAM DESCRIPTION		YOUTH and ADULT OUTPATIENT					YOUTH and ADULT OUTPATIENT
PROVIDER #		0001, 4487, 4488					0001, 4487, 4488
DMC #		44AA, 44AD, 4487, 4488					44AA, 44AD, 4487, 4488
AVATAR PROGRAM NAME		EN-YSNEI	EN-ALNOPX, EN-ALSOPX				EN-ALNOPX, EN-ALSOPX
SERVICE CODES		91/91	91, 92, 105				91, 92, 105
PRACTIONER / PROGRAM TYPE		**Youth Early Intervention Level 0.5**	**Nurse Practitioner**	**Registered Nurse**	**Licensed Vocational Nurse**	**Medical Doctor**	**Licensed Practitioner of the Healing Arts (LPHA) (LCSW, ASW, LMFT, AMFT, LPCC & APCC)**
PRACTIONER AVATAR CODE		EI	NP	RN	LVN	MD	LPHA, LCSW, ASW, LMFT, AMFT, LPCC, APCC
NET CONTRACT AMOUNT	**49,989**	**137.00**	**1,147.00**	**820.00**	**62.00**	**577.00**	**4,202.00**
FUNDING SOURCES							
PROP 47	49,989	137.00	1,147.00	820.00	62.00	577.00	4,202.00
OTHER - SB900	0						
TOTAL FUNDING SOURCES	**49,989**	**137.00**	**1,147.00**	**820.00**	**62.00**	**577.00**	**4,202.00**
UNIT COST CALCULATION							
CONTRACTOR'S COSTS	49,989	137	1,147	820	62	577	4,202
COUNTY'S DIRECT COSTS	7,250	20	166	119	9	84	609
TOTAL DIRECT COSTS	57,239	157	1,313	939	71	661	4,811
CONTRACT UNITS OF SERVICE		2	8	7	1	2	56
COST PER UNIT - TOTAL		78.50	164.13	134.14	71.00	330.50	85.91

LEGAL ENTITY: Encompass Community Services
PROGRAM NAME: Outpatient/Residential Treatment
GL Key/GL Object: 364042/62367/H53002

FISCAL YEAR: 2026/27
CONTRACT # 27H0100-06 *PROP 47*
DATE: 07/01/2026
ORIGINAL

SANTA CRUZ COUNTY
BEHAVIORAL HEALTH - SUDS
SERVICE AGREEMENT BUDGET
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SERVICE TYPE / PROGRAM DESCRIPTION	CONTRACT TOTAL	YOUTH and ADULT OUTPATIENT		YOUTH and ADULT OUTPATIENT-GROPU		YOUTH AND OUTPATIENT-MAT SERVICES	
PROVIDER #		0001, 4487, 4488		0001, 4487, 4488		0001, 4487, 4488	
DMC #		44AA, 44AD, 4487, 4488		44AA, 44AD, 4487, 4488		44AA, 44AD, 4487, 4488	
AVATAR PROGRAM NAME		EN-ALNOPX, EN-ALSOPX		EN-ALNOPX, EN-ALSOPX		EN-ALNOPX, EN-ALSOPX	
SERVICE CODES		91, 92, 105		91, 92, 105		91, 92, 105	
PRACTIONER / PROGRAM TYPE		**Alcohol and Drug Counselor**	**Peer Support Specialist**	**LPHA**	**Alcohol and Drug Counselor**	**Physician Assistant**	**Nurse Practitioner**
PRACTIONER AVATAR CODE		AOD	PSS	LPHA	AOD	PA	NP
NET CONTRACT AMOUNT	**49,989**	**4,358.00**	**2,786.00**	**167.00**	**83.00**	**1,164.00**	**1,291.00**
FUNDING SOURCES							
PROP 47	49,989	4,358.00	2,786.00	167.00	83.00	1,164.00	1,291.00
OTHER - SB900	0						
TOTAL FUNDING SOURCES	**49,989**	**4,358.00**	**2,786.00**	**167.00**	**83.00**	**1,164.00**	**1,291.00**
UNIT COST CALCULATION							
CONTRACTOR'S COSTS	49,989	4,358	2,786	167	83	1,164	1,291
COUNTY'S DIRECT COSTS	7,250	632	404	24	12	169	187
TOTAL DIRECT COSTS	57,239	4,990	3,190	191	95	1,333	1,478
CONTRACT UNITS OF SERVICE		70	47	10	6	9	9
COST PER UNIT - TOTAL		71.29	67.87	19.10	15.83	148.11	164.22

LEGAL ENTITY: Encompass Community Services
PROGRAM NAME: Outpatient/Residential Treatment
GL Key/GL Object: 364042/62367/H53002

FISCAL YEAR: 2026/27
CONTRACT # 27H0100-06 *PROP 47*
DATE: 07/01/2026
ORIGINAL

SANTA CRUZ COUNTY
BEHAVIORAL HEALTH - SUDS
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SERVICE TYPE / PROGRAM DESCRIPTION	CONTRACT TOTAL	YOUTH AND OUTPATIENT-MAT SERVICES		EN-SSPRES			
PROVIDER #		0001, 4487, 4488		4482 , 4486	4482 , 4486	4482 , 4486	4482 , 4486
DMC #		44AA, 44AD, 4487, 4488		44AV	44SX	44AV	44SX
AVATAR PROGRAM NAME		EN-ALNOPX, EN-ALSOPX		EN-SSPRES	EN-SCRR	EN-SSPRES	EN-SCRR
SERVICE CODES		91, 92, 105		112, 58	112, 58, 52, 114, 51	112, 58	112, 58, 52, 114, 51
PRACTIONER / PROGRAM TYPE		**Registered Nurse**	**Licensed Vocational Nurse**	**Adult Residential SSP 3.1**	**Adult Residential SCRR 3.1**	**Adult Residential SSP 3.5**	**Adult Residential SCRR 3.5**
PRACTIONER AVATAR CODE		RN	LVN	Res SSP 3.1	Res SCRR 3.1	Res SSP 3.5	Res SCRR 3.5
NET CONTRACT AMOUNT	**49,989**	**2,811.00**	**62.00**	**695.00**	**1,390.00**	**9,123.00**	**19,114.00**
FUNDING SOURCES							
PROP 47	49,989	2,811.00	62.00	695.00	1,390.00	9,123.00	19,114.00
OTHER - SB900	0						
TOTAL FUNDING SOURCES	**49,989**	**2,811.00**	**62.00**	**695.00**	**1,390.00**	**9,123.00**	**19,114.00**
UNIT COST CALCULATION							
CONTRACTOR'S COSTS	49,989	2,811	62	695	1,390	9,123	19,114
COUNTY'S DIRECT COSTS	7,250	408	9	101	202	1,323	2,772
TOTAL DIRECT COSTS	57,239	3,219	71	796	1,592	10,446	21,886
CONTRACT UNITS OF SERVICE		24	1	2	4	21	44
COST PER UNIT - TOTAL		134.13	71.00	398.00	398.00	497.43	497.41

COUNTY OF SANTA CRUZ

EXHIBIT B2 –ADDITIONAL PAYMENT, BUDGET, AND FISCAL PROVISIONS (SUBSTANCE USE DISORDER SERVICES)

1. **DEFINITIONS**:
   - **A.** Net Contract Amount/Total Compensation Amount: Negotiated Contract maximum amount COUNTY may reimburse CONTRACTOR.
   - **B.** Budget Grid: Service Contract Budget pages of Exhibit B in this Contract.
   - **C.** Contract Cost per Unit: Negotiated/established cost per unit of service as stated on the "CONTRACT COST PER UNIT" line on the Budget Grid.
   - **D.** Reimbursement Type: Reimbursement mechanism negotiated with CONTRACTOR and identified on "REIMBURSEMENT TYPE" line on Budget Grid as either:
     1. **COST**, in which CONTRACTOR is reimbursed based on actual program costs,
     2. **FEE FOR SERVICE (FFS) RATE**, in which CONTRACTOR is reimbursed based on the contracted established cost per unit rate for Medi-Cal services, or
     3. **RATE**, in which CONTRACTOR is reimbursed based on the contracted negotiated cost per unit rate for non-Medi-Cal services.
   - **E.** Indigent Units of Service: Indigent Units are defined as units of service that are delivered to clients who are not eligible for Medi-Cal programs and have no other insurance coverage.

2. **COST ALLOCATION:** CONTRACTOR agrees to apply approved cost allocation system to all program components and to permit COUNTY to examine all books and accounting records including invoices, materials, payroll, or other data for the purpose of monitoring the cost allocation system.

3. **RECORDS, AUDIT, AND INSPECTION THEREOF:** CONTRACTOR will maintain accurate books and accounting records in accordance with generally accepted accounting principles and use acceptable fund accounting methods relative to all its activities under this Contract. CONTRACTOR agrees to maintain auditable fiscal documents to comply with fiscal audits and monitoring requirements. CONTRACTOR will permit COUNTY to audit, examine and make excerpts or transcripts from such data and records, and to make audits of all invoices, materials, payrolls or personnel and other data relating to all matters covered by this Contract. COUNTY shall normally provide ten (10) calendar days' notice to CONTRACTOR prior to examination of CONTRACTOR's records but reserves the right to inspect records upon demand. The State of California or any Federal agency having an interest in the subject of this Contract shall have the same rights conferred upon COUNTY by this paragraph.

4. **ACCOUNTS RECEIVABLE:** In the event that CONTRACTOR or COUNTY terminates this Contract, COUNTY shall retain its interest in the accounts

receivable which were a result of CONTRACTOR conducting business under this Contract for COUNTY. The accounts receivable either shall be assigned to COUNTY or shall be used to offset any amounts that may be due to CONTRACTOR resulting from such termination with said determination to be made by COUNTY in the exercise of its reasonable judgment.

5. **STATE / COUNTY FUNDING CONTRACT:** California Department of Health Care Services (DHCS) and Substance Use Block Grant (SUBG) Contracts are incorporated into this Contract by this reference.

6. **DRUG MEDI-CAL COMPLIANCE:** CONTRACTOR receiving Drug Medi-Cal Organized Delivery System (DMC-ODS) funds agrees to comply with all requirements for use of DMC-ODS funds applicable under this Contract, and to prepare and submit all claims and reports as may be required by the State's Payment Cost Reporting System (PCRS).

7. **PAYMENTS:**

   A. Form, Certification and Timeliness: CONTRACTOR shall certify each claim/invoice submitted to COUNTY by including the following statement on each claim/invoice and signed by the CONTRACTOR's officer: "The claimant, under penalty of perjury, states: That this claim/invoice and the items as therein set out are true and correct; that no part thereof has been heretofore paid, that the amount therein is justly due, and the claim is presented within one year after the last item thereof has accrued."

   COUNTY agrees to pay CONTRACTOR in a timely manner, no later than thirty (30) calendar days following the receipt and acceptance of the claim by COUNTY. If COUNTY does not accept CONTRACTOR's claim as correct or valid, COUNTY will provide notice to CONTRACTOR within one (1) business day of such determination.

   B. Payment in Arrears:

   1. Actual Costs in Arrears: CONTRACTOR's monthly claim in arrears for reimbursement from COUNTY shall be itemized as follows: (1) all of CONTRACTOR's actual and allowable costs resulting from services/activities and/or funding for the particular claim month for cost-based services, and/or (2) units of service provided for the particular claim month for cost-per-unit reimbursed services.

      a. COST Reimbursement: For services designated with COUNTY as COST, CONTRACTOR shall submit monthly or quarterly invoices (or expense reports for payment in arrears) which clearly reflect actual costs and contain all required information regarding the services for which claim is made. The invoices or expense reports must be in a format approved by COUNTY.

b. FFS RATE Reimbursement: COUNTY shall compensate CONTRACTOR on a fee-for-service basis for performing the contracted services timely entered in the COUNTY's Electronic Health Records (EHR) system (if required), and at the established rates on Attachment B-1. The number of units of service earned by CONTRACTOR each month shall be derived from the service data entered in the COUNTY EHR system and reported on the monthly Staff Activity Report or equivalent report from the current COUNTY EHR system. Unreconciled units of service will be addressed in subsequent reviews, and at the end of the fiscal year.

c. RATE Reimbursement: COUNTY shall compensate CONTRACTOR for performing the contracted services at the established rates on the Budget Grid.

   i. For required programs, the number of units of service earned by CONTRACTOR each month shall be derived from the service data entered in the COUNTY EHR system and reported on the monthly Staff Activity Report or equivalent report from the current COUNTY EHR system for required programs.

   ii. For programs not required to enter services in the COUNTY EHR, the number of units of service shall derive from CONTRACTOR report(s).

   Unreconciled units of service will be addressed in subsequent reviews and at the end of the fiscal year.

d. Total Contract Units of Service, Contract Medi-Cal Units, Contract Indigent Units and Contract Maximum Indigent Units shall be negotiated for each program component identified on the Budget Grid of Exhibit B with Reimbursement Type of FFS RATE and/or RATE.

2. Fixed Payments in Arrears for COST Reimbursement Type Services: When monthly fixed payments in arrears are requested by CONTRACTOR for COST reimbursement type services, CONTRACTOR will invoice COUNTY in arrears a fixed amount up to 1/12th of the Contract Maximum for those services and are subject to adjustment per review of actual costs and/or units of service provided as set-forth below in Section C, 3 "Performance Review Limitations". Fixed Payments in Arrears will not be provided for FFS RATE or RATE reimbursement type services.

3. Amounts: The Budget Grid of Exhibit B of this Contract will specify the type of payment modality for each type of service (program component) delivered by CONTRACTOR. Each program component shall be identified on the Budget Grid as COST, FFS RATE, or RATE. For COST

reimbursement, CONTRACTOR's monthly claim in arrears shall be limited in amount to allowable costs. For RATE reimbursement type, CONTRACTOR's monthly claim in arrears shall be limited in amount to allowable units of service delivered at the Contract Cost Per Unit rate specified on the Budget Grid of Exhibit B.

4. Contracts on the COUNTY's Continuing Contracts List (CAL) identified as CAL Section II and/or Section III: For the forthcoming fiscal year for the period covering July and August, COUNTY agrees to reimburse CONTRACTOR's claims for this period in an amount not to exceed 2/12th of the prior year Contract amount or 2/12th of the proposed new year Contract amount, whichever is less or up to 3/12th with consultation and documented approval of the department's County Administrative Office Analyst and Auditor-Controller management, of the lesser prior year or new year Contract amount. The proposed new year amount shall not exceed the value shown in the COUNTY's CAL as approved by the COUNTY's Board of Supervisors during the final day of budget hearings, typically at the end of June. Upon execution of a renewed Contract for the forthcoming year, COUNTY will provide reimbursement in arrears commensurate with allowable costs and units of service delivered and shall include, if appropriate, adjustment for each of the months of July and August (and September, if applicable).

C. Advance Payment for COST Reimbursement Type Services:

1. Conditions: When a Non-profit, community-based organization granted tax-exempt status under Internal Revenue Code Section 501 requires payment advances for COST reimbursement type services, CONTRACTOR assures COUNTY that an advance is necessary in order to maintain program integrity. Evidence of such shall be retained in the department files. CONTRACTOR will not use advances to provide working capital for non-County programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs. Advance Payment will not be provided for FFS RATE or RATE reimbursement type services.

2. Amounts: When advances for COST reimbursement type services are requested by CONTRACTOR under this Contract, COUNTY agrees to provide CONTRACTOR with a one-time advance for the forthcoming fiscal year in an amount equal to 2/12th of the new year total Contract amount or 2/12th of the prior year total Contract amount, whichever is less. The proposed new year amount shall not exceed the value shown in the COUNTY's CAL as approved by the COUNTY's Board of Supervisors during the final day of budget hearings, typically at the end of June. The objective of the advance for COST reimbursement type services is to provide working capital for local non-profits for the provision of services contracted. Upon

execution of a renewed Contract for the forthcoming year, CONTRACTOR will invoice in arrears for actual COST reimbursement type services provided starting with the month of July. Reconciliation of actual costs and/or units of service provided against the advance payment will start at latest with the service month of April forward and will be subject to payment adjustment. Invoices for the months of April, May, and June maybe reduced for CONTRACTOR to repay COUNTY any unearned amount of the Advance payment.

3. Performance Review Limitations:

   a. Overview: If COUNTY makes advance payments or fixed payments to CONTRACTOR for COST reimbursement type services under terms of this Contract, COUNTY will review CONTRACTOR's performance progress with the intent to reduce payments in proportion to the value of services falling behind Contract expectations. COUNTY shall review CONTRACTOR's progress on an "as needed" basis, but not less than twice each fiscal year, typically in February and then in April.

   b. Defined Performance Expectations: The Budget Grid of Exhibit B of this Contract will specify the type of payment modality for each type of service (program component) delivered by CONTRACTOR. Each program component shall be identified on the Budget Grid as Reimbursement Type COST, FFS RATE, or RATE. For performance review purposes, the following percentages of completion are expected for each program component under the following Reimbursement Types:
      1. COST incur a minimum of 90% of budgeted expenditures; and
      2. FFS RATE/RATE provide a minimum of 95% of budgeted total units of service.

   c. Method: COUNTY performance reviews shall compare the Net Contract Amount value of (a) fiscal year-to-date total units of service provided by CONTRACTOR and/or fiscal year-to-date costs incurred by CONTRACTOR, to (b) prorated budget data. Year-to-date units shall be based on data entered into the COUNTY's management information system, and year-to-date costs shall be based on CONTRACTOR expenditure reports. Prorated budget data shall be based upon the Budget Grid for corresponding year-to-date period of time applied by expected percentages of completion as identified in paragraph 3.b. of this Section. COUNTY's review will compare CONTRACTOR's performance prorated budget for each program component. If the Net Contract Amount value of performance measured in aggregate for each Budget Grid is at or above the prorated budget including estimated Budget Transfer amounts agreed upon in writing between CONTRACTOR and COUNTY, then COUNTY will make full payment on the next monthly claim submitted by CONTRACTOR and, as applicable,

restore previous reductions. If the Net Contract Amount value of performance measured in aggregate for each Budget Grid is below the prorated budget, COUNTY will reduce the next monthly claim submitted by CONTRACTOR. This reduction shall be equal to the dollar value of the performance shortage through the end of the month for which the claim is being evaluated, and, if applicable, include adjustment from previous review reductions. Unreconciled units of service will be addressed in subsequent invoices, subsequent reviews, and year-end reconciliation.

d. Client Fees and Other Revenue: All clients, except those receiving treatment through DMC-ODS funds, may be charged a fee by CONTRACTOR for services provided hereunder which will depend on their individual circumstances. This fee shall be based upon the client's ability to pay for services but shall not be in excess of CONTRACTOR's unit costs of providing said services if CONTRACTOR is reimbursed under fee for service. No Santa Cruz County resident client shall be denied services because of inability to pay without prior COUNTY consultation. CONTRACTOR may waive client fees as needed. CONTRACTOR shall submit a client fee schedule to COUNTY for approval. The client fee schedule shall be submitted to sudsadmin@santacruzcountyca.gov on an annual basis, or as updated by CONTRACTOR. All fees collected from, or on behalf of clients shall be used to reduce the amount payable by COUNTY under this Contract. Revenue in the form of client fees and other revenue collected by CONTRACTOR as a result of providing services under this Contract shall be used by CONTRACTOR to support the cost of the total gross program, unless specified otherwise in this Contract. All revenue collected by CONTRACTOR under this Contract shall be reported, on a cash basis, in CONTRACTOR's claim to COUNTY, excluding revenue acquired through fund raising activities or charitable donation.

D. Fees / Payments for Services not Covered by this Contract: Fees or payments collected from, or on behalf of, individuals not covered by this Contract for services provided by CONTRACTOR which are the same or similar to services described in Exhibit A of this Contract may be used by CONTRACTOR to expand or enhance CONTRACTOR's program. Fees and/or payments described above shall not reduce the amount of compensation claimed from COUNTY.

E. Provider Overpayment: CONTRACTOR agrees to ensure Program Integrity and will comply with 42 Code of Federal Regulations (CFR) Section 438.608 related to return of overpayments, and related to issues of potential fraud, waste, or abuse. CONTRACTOR agrees to ensure Program Integrity (Fraud Waste and Abuse protection) by reimbursing COUNTY for all audit exceptions and disallowances, which are determined by the by the COUNTY's Director of

Behavioral Health or their designee to be the responsibility of CONTRACTOR from either: 1) State audits (Fiscal & Quality Assurance); 2) COUNTY Quality Improvement Committee/utilization review (UR) denials; or 3) CONTRACTOR Internal audit practices.

Reimbursement shall be made within thirty (30) calendar days of the disallowance, unless CONTRACTOR chooses to appeal pursuant to State Medi-Cal procedures, or unless COUNTY defers payment until year-end reconciliation. When the outcome of appeal is determined, final due amount shall be made to COUNTY within thirty (30) calendar days.

F. Coordination of Benefits

COUNTY serves as the benefits administrator for all Specialty Mental Health Services covered by Medi-Cal. CONTRACTOR is responsible for managing Coordination of Benefits for clients with coverage from multiple payors. As the Payor of Last Resort for all Medi-Cal clients, COUNTY will reimburse CONTRACTOR only up to the Medi-Cal allowable rate for any given service, net of any reimbursement CONTRATOR received from any other payors. Denials by the State resulting from incomplete Coordination of Benefits will result in a denial/non-payment to CONTRACTOR.

CONTRACTOR must provide COUNTY complete Coordination of Benefits information in accordance with Medi-Cal billing manual requirements, including amounts received from any payor. This information will be provided to COUNTY's Billing Department/Patient Accounting at 1800 Green Hills Road, Suite 240, Scotts Valley, CA 95066.

G. Time-Based Healthcare Services and Lock-Out Codes

1. **Time-Based Healthcare Services** The healthcare services provided under this Contract are governed by the Current Procedural Terminology (CPT) codes, which are structured based on time-based increments where applicable. For services that require time-based reporting, the total duration of the service, as documented by the provider, will be used to determine the appropriate CPT code and reimbursement rate. These services will be reported using the applicable CPT time-based codes as defined by the American Medical Association (AMA) and consistent with the guidelines outlined in the CPT manual. Time-based services are to be documented with precision, indicating the duration of the service based on QI instructions and guidelines found on COUNTY's website (https://www.santacruzhealth.org/HSAHome/HSADivisions/BehavioralHealth/AvatarResources/CalAIM.aspx), along with any specific details that justify the time spent.

2. **Lock-Out Codes** In situations where a "lock-out" code applies, the following rules shall govern the application of such codes:

a. A lock-out code is a restriction that prevents the billing of certain CPT codes in combination with other services due to overlapping time periods, duplicate procedures, or conflicting services, as defined by DHCS information the service tables on the MedCCC website (https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx).

b. The lock-out codes and their applicable restrictions are determined based on the AMA's CPT guidelines, the payer's policies, and any other relevant rules governing time-based healthcare services.

8. BEHAVIORAL HEALTH SERVICES ACT COMPLIANCE

A. If a CONTRACTOR has such funding included in their Contract, CONTRACTOR will comply with all Behavioral Health Services Act (BHSA) laws, rules, and regulations established by the State Department of Health Care Services (DHCS) including but not limited to:

1. CONTRACTOR shall maintain required licensure, certification, and comply with applicable laws including nondiscrimination and American with Disabilities Act (ADA) requirements.

2. CONTRACTOR shall submit timely and accurate service, demographic, and expenditure reports and participate in COUNTY's evaluation or quality improvement activities.

3. CONTRACTOR shall verify insurance coverage, bill Medi-Cal or commercial insurance when applicable, and use BHSA funds as payer of last resort.

4. CONTRACTOR shall permit COUNTY access for monitoring, audits, and corrective action plans.

5. CONTRACTOR shall maintain separate accounting for BHSA funds, use funds only for approved purposes, and return unspent or disallowed funds upon request.

6. CONTRACTOR shall support workforce development, culturally competent services, and outreach to underserved populations.

9. REQUIRED REPORTS AND PAYMENTS

CONTRACTOR will submit all required reports identified in this Contract, including but not limited to Performance Measures/Outcomes Reports and BHSA reports. For contracts with Total Compensation Amounts, failure to submit any of the required reports will result in withholding of payment of up to 5% of Total Compensation Amount. For contracts without Total Compensation Amounts, failure to submit any of the required reports will result in 5% of monthly invoice

amounts being withheld. Withheld payments will be transmitted to CONTRACTOR upon compliance with reporting requirements.

10. **QUALITY IMPROVEMENT REVIEW AND DISALLOWANCES:** As referenced in Exhibit D, Section 5, "QUALITY IMPROVEMENT PARTICIPATION", CONTRACTOR will participate in the Quality Improvement Program. With regard to any quality review of consumer records and services that are determined to be disallowed, COUNTY will issue a notice of intent to disallow claims payments and recoup denied claims as follows:

A. Notice of intent to disallow claims payments:

1. At any time during the effective dates of this Contract, COUNTY may issue CONTRACTOR a written notice of intent to disallow claims payments associated with the delivery of services based on CONTRACTOR's failure to comply with documentation requirements specified in State and Federal regulations.

    a. The failure to comply with these requirements shall be based on quality assurance reviews conducted by COUNTY or the appointed representative.

    b. Before issuing a notice of disallowance, COUNTY shall provide CONTRACTOR an opportunity to rectify the disallowed documentation, within seven (7) business days of receiving the notice of disallowance, if permissible under State and Federal regulations.

2. A notice of intent to disallow claims payments is the result of a quality assurance audit on the documentation provided by CONTRACTOR for the provision of clinical services.

    a. The purpose of the notice is to notify CONTACTOR as early as practicable during the Contract period that the claims payment is considered unallowable under the Contract terms and to provide for timely resolution of any resulting disagreement.

    b. In the event of disagreement, CONTRACTOR may submit to COUNTY a written response substantiating why the claims payment should be allowed.

        (1) Any such response shall be answered by withdrawal of the notice or by COUNTY making a written decision within ten (10) calendar days.

3. At a minimum, the notice of disallowed claims payments shall:

a. Describe the specific claims payments to be disallowed, including estimated dollar value by claim and applicable time periods, and state the reasons for the intended disallowance:

b. State the notice effective date and the date by which written response must be received;

c. List the recipients of copies of the notice; and

d. Request CONTRACTOR acknowledge receipt of the notice.

B. Recoupment of denied claims:

1. On a quarterly basis, CONTRACTOR's invoice to COUNTY shall reflect a credit for the disallowed claims payment amount.

2. Recoupment for disallowed claims payments shall be based on the current contracted rates between COUNTY and CONTRACTOR in effect for the Contract term.

3. COUNTY shall not reimburse CONTRACTOR for any final disallowed claims payments in the final year-end reconciliation for the fiscal year.

   a. All disallowed claims payments will be excluded from year-end reconciliation.

11. REPORTS: CONTRACTOR shall submit audited financial reports specific to this Contract on an annual basis, including but not limited to year-end report(s). The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards. (42 CFR 438.3(m)).

12. YEAR-END RECONCILIATION:

A. Overview: During the term of this Contract and thereafter, COUNTY and CONTRACTOR agree to settle dollar amounts earned by CONTRACTOR for the program components (or service modalities) specified on the Budget Grid of Exhibit B of this Contract up to the Contract maximum amount. Phases of reconciliation are listed below in chronological order.

B. COUNTY Performance Review: The first reconciliation payment adjustment is performed by COUNTY on a quarterly or on an "as needed" basis but not less than twice each fiscal year and is intended to reduce payment for units of service and/or costs that are less than the contracted amounts on the Budget Grid. Section 7.C.iii. Performance Review Limitations describes in detail the procedure followed by COUNTY.

Timeline: Typically occurs, at minimum, once in February when six (6) months of data are available, and once in April when nine (9) months of data are available.

C. **COUNTY Year-End Reconciliation:** At the subsequent time when all COUNTY's outstanding claims for payment from DMC/DMC-ODS are paid to COUNTY by the State, approximately six (6) to twelve (12) months following the close of the fiscal year, a year-end reconciliation will be administered by COUNTY. DHCS may, prior to completing payment to COUNTY of all outstanding COUNTY's claims, allow or disallow additional units previously submitted by COUNTY on behalf of the CONTRACTOR's Legal Entity. COUNTY may choose to appeal the DHCS disallowance(s) and therefore reserves the right to defer reconciliation with CONTRACTOR until resolution of the appeal. Upon completion of year-end reconciliation, CONTRACTOR shall submit a claim for any amounts due from COUNTY, or CONTRACTOR shall submit a check to COUNTY reimbursing COUNTY for any unearned amount.
Timeline: Typically no later than six (6) to twelve (12) months following the close of the COUNTY's fiscal year.

D. **CONTRACTOR Appeal Rights:** If CONTRACTOR disagrees with an audit finding made against it pursuant to Exhibit C, Section 14, CONTRACTOR may appeal that decision to the Behavioral Health Director or their designee for a review of the disputed finding. CONTRACTOR may further appeal the decision of the Behavioral Health Director to the Health Services Agency Director, who shall have final authority to determine CONTRACTOR's responsibility related to an audit finding. CONTRACTOR shall file their appeal within thirty (30) calendar days from the date of notification of the audit findings.

13. RECONCILIATION LIMITATIONS:

A. **Overview:** The Budget Grid of Exhibit B of this Contract will specify the type of payment modality for each type of service delivered by CONTRACTOR. Service modalities (program components) shall be identified on the Budget Grid as Reimbursement Type COST, FFS RATE or RATE. Each of these reimbursement types uniquely affects the reconciliation amount for services provided within each program component.

B. **COST Reimbursement Type:**
For each program component identified as COST reimbursement type, CONTRACTOR shall be reimbursed for the actual costs expended by CONTRACTOR for services delivered, up to the Net Contract Amount for that program component, unless otherwise limited by other provisions in this Exhibit.

C. **FFS RATE Reimbursement Type:**
Allowable Units of Service for reconciliation shall be defined as the number of units entered into the COUNTY's management information system that are not

denied through any process including COUNTY UR, State of California or Federal audit or disallowment.

D. **RATE Reimbursement Type:** Allowable Units of Service for reconciliation shall be defined as number of units not denied through any other process, including COUNTY UR, State of California or Federal audit or disallowment.

14. **ANNUAL AUDIT:** CONTRACTOR expending $500,000 or more of Federal funds (excluding Drug Medi-Cal) in a single year must comply with Office of Management and Budget (OMB) Circular A133, Audits of Institutions of Higher Education and other NonProfit Institutions, which requires a single or program-specific audit be conducted annually. A copy of the A-133 audit shall be submitted to COUNTY no later than eight (8) months following the end of the fiscal year being audited. Recipients of less than $500,000 a year in Federal funds are exempt from A133 audit requirements. Only costs of audits performed under Circular A133 can be charged to the Federal award.

    CONTRACTOR expending less than $500,000 of Federal funds may be required by COUNTY to have an audit and will be notified in writing by COUNTY's Substance Use Disorder Services of any audit requirement and the due date. The scope of the audit and auditor's opinion shall include tracing a sample of units of service or costs charged to the Contract to source documents. Any exceptions on units of service or costs shall be reported as adjustments in the audit report. CONTRACTOR having independent audits shall submit a copy of all audit reports, comments on findings and recommendations, and corrective action plans to the COUNTY's Substance Use Disorder Services Administrator within fifteen (15) calendar days of receipt of the audit report. COUNTY may withhold payment of claims until such reports are received.

    All audits shall be conducted in accordance with the generally accepted government auditing standards as described in the current "Government Auditing Standards (2022 Revision)", published for the United States General Accounting Office by the Comptroller General of the United States, incorporated into this Contract by reference.

    CONTRACTOR agrees to pay COUNTY the full amount of any liability found to be due to COUNTY as a result of audit exceptions of CONTRACTOR. COUNTY agrees to pay to CONTRACTOR any additional amounts found to be owed by COUNTY to CONTRACTOR as a result of the audit report findings, not to exceed the maximum financial obligation of COUNTY under this Contract.

15. **ADDITIONAL BUDGET CONTROL:**

A. **Funds Not Allowed to Transfer:** Unless otherwise specifically allowed in Exhibit B, grants and pass through funds are not allowed to be transferred between Program Components and/or modes of service.

Furthermore, excluding FFS programs, positions funded at a level equal to or greater than 75% of the total position (e.g., one full-time equivalent) cost are prohibited to work in another program or bill other revenue sources for more than the balance of the total costs of the position without prior approval from COUNTY.

B. Funds with Transfer Limitations: BHSA funds may only be transferred to other BHSA funded program components.

C. Contract Amendment: If the Contract maximum compensation is reached for any given program budget, COUNTY and CONTRACTOR will discuss whether to increase the Contract maximum compensation, transfer funds between program, or reduce services.

COUNTY OF SANTA CRUZ

EXHIBIT C – STANDARD COUNTY / AGENCY PROVISIONS

1. TERMINATION.

A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Contract if CONTRACTOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

B. Termination Without Cause. COUNTY may terminate this Contract without cause upon at least thirty (30) calendar days advance written notice which states the effective date of the termination. Such termination is without penalty to or further obligation of COUNTY.

C. Termination Due To Cessation Of Funding. COUNTY shall have the right to terminate this Contract without prior notice to CONTRACTOR in the event that State or Federal funding for this Contract ceases prior to the ordinary term of the Contract.

D. Compensation Upon Termination. In the event this Contract is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Contract by CONTRACTOR.

2. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of Paragraphs 2 and 3 shall include, without limitation, its officers, agents, employees, and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, expenses (including attorneys' fees and costs), fines, penalties, and liabilities of any kind or nature which COUNTY, CONTRACTOR, or any third party may sustain as a result of, arising out of, or in any manner connected with CONTRACTOR's performance or failure to comply with or perform under the terms of this Contract, excepting any liability arising out of the sole negligence of COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all federal, state, and local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR's officers, employees, and agents engaged in the performance of this Contract (including without limitation unemployment insurance, social security, and payroll tax withholding).

COUNTY may conduct or participate in its own defense without affecting CONTRACTOR's obligation to indemnify and hold harmless or defend COUNTY.

Acceptance of the insurance required by this Contract shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

3. **INSURANCE.** Unless waived in Exhibit X, Paragraph 1 of this Contract, or modified in Exhibit X, Paragraph 2 of this Contract, CONTRACTOR, at its sole cost and expense, and for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage and non-contributory as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR's insurance coverage and shall not contribute to it.

If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurance carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to COUNTY.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Contract.

A. TYPES OF INSURANCE AND MINIMUM LIMITS

1. Workers' Compensation Insurance in the minimum statutory required coverage amounts.

2. Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Contract, including owned, non-owned (e.g.,

owned by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of $500,000 combined single limit per occurrence for bodily injury and property damage.

3. Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of $2,000,000 per occurrence, and $2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

4. Professional Liability Insurance in the minimum amount of $1,000,000 combined single limit.

5. Cyber liability insurance with limits of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of CONTRACTOR. "Cyber Risks" include but are not limited to (1) security breach; (2) data breach; (3) system failure; (4) data recovery; (5) failure to timely disclose data breach or security breach; (6) failure to comply with privacy policy; (7) business interruption; (8) cyber extortion; (9) invasion of privacy violations, including release of private information; (10) information theft; (11) release of private information; (12) payment card liabilities and costs; (13) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (14) damage to or destruction or alteration of electronic information; (15) extortion related to CONTRACTOR's obligations under this Contract regarding electronic information, including personal information; (16) fraudulent instruction; (17) funds transfer fraud; (18) telephone fraud; (19) network security; (20) data breach response costs, including security breach response costs; (21) regulatory fines and penalties related to CONTRACTOR's obligations under this Contract regarding electronic information, including personal information; and (22) credit monitoring expenses.

B. OTHER INSURANCE PROVISIONS

1. If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the first effective date of Contract as written on the signature page of this Contract, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage.

This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed reasonable.

2. All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officers, officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

3. All required policies shall be endorsed to contain the following clause: *"This insurance shall not be canceled until after thirty (30) calendar days' prior written notice (ten (10) calendar days for nonpayment of premium) has been given to:*

   County of Santa Cruz
   Health Services Agency
   Attn: HSA Fiscal - Claims
   1080 Emeline Avenue
   Santa Cruz, CA 95060

   Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) calendar days' notice (ten (10) calendar days for nonpayment of premium) of cancellation of such policy to COUNTY as a material term of this Contract.

4. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

County of Santa Cruz
Health Services Agency
Attn: HSA Fiscal - Claims
1080 Emeline Avenue
Santa Cruz, CA 95060

5. CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

4. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical, or mental disability, medical condition (including cancer–related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, gender identity, gender expression, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of $50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

1. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical, or mental disability, medical condition (including cancer–related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned

Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

2. In the event of CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with COUNTY.

3. CONTRACTOR shall cause the foregoing provisions of this Subparagraph 4.B. to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than $50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

5. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY agree that in performing its obligations under this Contract, CONTRACTOR, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY.

Because of its status as an independent contractor, CONTRACTOR has no right to employment rights or benefits available to COUNTY employees. CONTRACTOR is solely responsible for providing to its own employees all employee benefits required by law. CONTRACTOR shall save COUNTY harmless from all matters relating to the payment of CONTRACTOR's employees, including all payroll related taxes. COUNTY has no right to control, supervise, or direct the manner or method of CONTRACTOR's performance under this Contract, but COUNTY may verify that CONTRACTOR is performing according to the terms of this Contract.

6. NONASSIGNMENT. CONTRACTOR shall not assign this Contract without the prior written consent of COUNTY.

7. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to CONTRACTOR.

8. INSPECTIONS, AUDITS, AND PUBLIC RECORDS.

A. Inspection of Documents. CONTRACTOR shall make available to COUNTY, and COUNTY may examine at any time during business hours and as often as COUNTY deems reasonably necessary, all of CONTRACTOR's records and data with respect to the matters covered by this Contract, excluding attorney-client privileged communications. CONTRACTOR shall, upon request by

COUNTY, permit COUNTY to audit and inspect all of such records and data to ensure CONTRACTOR's compliance with the terms of this Contract.

B. Retention and Audit of Records. CONTRACTOR shall retain records pertinent to this Contract for a period of not less than ten (10) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either, for a period of ten (10) years after final payment under this Contract.

C. Public Records. COUNTY is not limited in any manner with respect to its public disclosure of this Contract or any record or data that CONTRACTOR may provide to COUNTY. COUNTY's public disclosure of this Contract or any record or data that CONTRACTOR may provide to COUNTY may include but is not limited to the following:

1. COUNTY may voluntarily, or upon request by any member of the public or governmental agency, disclose this Contract to the public or such governmental agency.

2. COUNTY may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that CONTRACTOR may provide to COUNTY, unless such disclosure is prohibited by court order.

3. This Contract, and any record or data that CONTRACTOR may provide to COUNTY, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 10, beginning with section 7920.000) ("CPRA").

4. This Contract, and any record or data that CONTRACTOR may provide to COUNTY, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under Article 1, section 3, subdivision (b) of the California Constitution.

5. Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that CONTRACTOR may provide to COUNTY shall be disregarded and have no effect on COUNTY's right or duty to disclose to the public or governmental agency any such record or data.

D. Public Records Act Requests. CONTRACTOR shall cooperate with COUNTY with respect to any COUNTY demand for requested records.

1. If COUNTY receives a written or oral request under the CPRA to publicly disclose any record that is in CONTRACTOR's possession or control, and which COUNTY has a right, under any provision of this Contract or applicable law, to possess or control, then COUNTY may demand, in writing, that CONTRACTOR deliver to COUNTY, for purposes of public disclosure, the requested records that may be in the possession or control of CONTRACTOR. Within five (5) COUNTY business days after COUNTY's demand, CONTRACTOR shall (a) deliver to COUNTY all of the requested records that are in CONTRACTOR's possession or control, together with a written statement that CONTRACTOR, after conducting a diligent search, has produced all requested records that are in CONTRACTOR's possession or control, or (b) provide to COUNTY a written statement that CONTRACTOR, after conducting a diligent search, does not possess or control any of the requested records.

2. If CONTRACTOR wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to COUNTY and assert the exemption by citation to specific legal authority within the written statement that it provides to COUNTY under this section. CONTRACTOR's assertion of any exemption from disclosure is not binding on COUNTY, but COUNTY will give at least ten (10) calendar days' advance written notice to CONTRACTOR before disclosing any record subject to CONTRACTOR's assertion of exemption from disclosure.

3. CONTRACTOR shall indemnify COUNTY for any court-ordered award of costs or attorney's fees under the CPRA that results from CONTRACTOR's delay, claim of exemption, failure to produce any such records, or failure to cooperate with COUNTY with respect to any COUNTY demand for any such records.

4. This provision shall not prohibit CONTRACTOR from seeking a protective order to prevent the disclosure of records CONTRACTOR has deemed or marked as confidential or restricted or proprietary.

9. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

10. **LIVING WAGE.** If initialed by COUNTY in Exhibit X, Paragraph 3, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees (per County Code Chapter 2.122.050, non-profit contractors are exempt from the living wage rate requirement of this chapter, but are not exempt from, and must adhere to, the "non-wage" related requirements of County Code Chapter 2.122.100, 2.122.130, and

2.122.140, as well as all other applicable portions of County Code Chapter 2.122). Non-compliance with these Living Wage provisions during the term of this Contract will be considered a material breach, and may result in termination of this Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

11. **NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all parties, if the total compensation identified in this Contract is greater than $200,000, this Contract is not binding on any party until this Contract has been approved by the Santa Cruz County Board of Supervisors.

12. **REPRESENTATIONS & WARRANTIES AND FINANCIAL REPORTING FOR 501(c)(3) NONPROFIT AGENCIES.**

A. The following representations and warranties are only applicable to 501(c)(3) nonprofit agencies:

1. CONTRACTOR warrants and certifies itself as a nonprofit organization with a 501(c)(3) status in good standing. CONTRACTOR agrees it will continue to operate as a recognized 501(c)(3) organization and in good standing for the duration of this Contract and that failure to do so shall be a material breach of this Contract.

B. Within one hundred eighty (180) calendar days of the end of each of CONTRACTOR's fiscal years occurring during the term of this Contract, CONTRACTOR shall provide the Contract Administrator with two copies of Financial Statements relating to the entirety of CONTRACTOR's operations. Financial Statements normally include: (1) a Statement of Financial Position or Balance Sheet; (2) a Statement of Activities or Statement of Revenues and Expenses; (3) a Cash Flow Statement; and (4) a Statement of Functional Expenses. The Contract Administrator will forward one copy of the financial statements to the County Auditor-Controller-Treasurer-Tax Collector.

1. For the purposes of this Paragraph, "CONTRACTOR's fiscal year" shall be that period CONTRACTOR utilizes for its annual budget cycle.
2. The Contract Administrator with concurrence of the County Auditor-Controller-Treasurer-Tax Collector may agree to extend the deadline for the Financial Statements required by this Paragraph.
3. In the sole discretion of COUNTY, the requirements of this Paragraph may be exempted where the Contract Administrator and the County Auditor-Controller-Treasurer-Tax Collector ascertain that such reporting is not essential, and does certify to its inapplicability by initialing in Exhibit X, Paragraph 4.

C. CONTRACTOR shall make a good faith effort to provide the Contract Administrator with timely notice of any event or circumstance that materially impairs CONTRACTOR's financial position or substantially interferes with CONTRACTOR's ability to offer the services it has agreed to provide as set forth in this Contract. The Contract Administrator shall notify the Auditor-Controller-Treasurer-Tax Collector of any impairment upon being notified by CONTRACTOR.

D. For audit authority of the Auditor-Controller-Treasurer-Tax Collector refer to the Paragraph on "Retention and Audit of Records."

13. **DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS.** CONTRACTOR is responsible for knowledge of, and compliance with, all County, State, and Federal regulations applicable to expenditure of funds under the terms of this Contract. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit performed by COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY's sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Contract. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exceptions by the County, State, or Federal audit agency.

14. **POLITICAL ACTIVITIES PROHIBITED.** CONTRACTOR agrees to comply with all provisions of the Hatch Act (Title 5 USC, Sections 1501-1508). This includes but is not limited to the provision that none of the funds, provided directly or indirectly, under this Contract shall be used for any political activities or to further the election or defeat of any candidate for public office or measure before the electorate.

15. **LOBBYING.** None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 USC Section 501(h) and 26 CFR Section 1.501(h)-1 to 1.501(h)-3.

16. **CONFORMANCE TO REGULATIONS.** CONTRACTOR shall perform duties under this Contract in conformance with applicable Federal, State, and local rules and regulations, including applicable facility and professional licensure and/or certification laws. CONTRACTOR shall conform to all provisions of the False Claims Acts including but not limited to 31 USC, Chapter 37, Sections 3729-3733 of the Federal False Claims Act, and Government Code Sections 12650-12656 (State False Claims Act).

17. RESPONSIBILITY FOR INVENTORY ITEMS.

A. Equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Contract having a useful life of three years or greater and a value in excess of three hundred dollars ($300) is defined as an inventory item. All such items not fully consumed in the work described herein shall be the property of COUNTY at the termination of this Contract unless COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Contract, and for items received on a loan or leased basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY's Administrator within ten (10) calendar days of the termination of this Contract. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.

B. Inventory items in CONTRACTOR's possession shall only be used in connection with the program funded under this Contract, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.

18. NONDISCRIMINATION IN SERVICES.

A. By signing this Contract, CONTRACTOR certifies under the laws of the State of California that CONTRACTOR and its subcontractors shall not unlawfully discriminate in the provision of services because of race, color, creed, religion, national origin, ancestry, physical, or mental disability, medical condition (including cancer–related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, gender identity, gender expression, pregnancy, or any other non-merit factor as provided by state and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12101); Title 45, CFR, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135; and Chapter 6 of Division 4 of Title 9 of the CCR, commencing with Section 10800.

B. For the purpose of this Contract, discrimination on the basis of race, color, creed, religion, national origin, ancestry, physical, or mental disability, medical condition (including cancer–related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, gender identity, gender expression, pregnancy, or any other non-merit factor includes, but is

not limited to, the following: denying an otherwise eligible individual any service or providing a benefit which is different, or is provided in a different manner or at a different time, from that provided to others under this Contract; subjecting any otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any service; restricting an otherwise eligible individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating any individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit.

C. CONTRACTOR shall, on a cycle of at least every three (3) years, assess, monitor, and document each subcontractor's compliance with the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 to ensure that recipients/beneficiaries and intended recipients/beneficiaries of services are provided services without regard to physical or mental disability. CONTRACTOR shall also monitor to ensure that beneficiaries and intended beneficiaries of service are provided services without regard to race, color, religion, national origin, ancestry, physical, or mental disability, medical condition (including cancer–related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, gender identity, gender expression, pregnancy, or any other non-merit factor.

CONTRACTOR shall include nondiscrimination and compliance provisions in all subcontracts. CONTRACTOR shall establish written procedures under which service participants are informed of their rights including their right to file a complaint alleging discrimination or a violation of their civil rights. Participants in programs funded hereunder shall be provided a copy of their rights that shall include the right of appeal and the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.

D. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

19. **CONFIDENTIALITY OF RECORDS.** CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to COUNTY Administrator or their designated representatives, including the Auditor-Controller-Treasurer-Tax Collector of the COUNTY, the contents of records pertaining to COUNTY which are maintained in connection with the performance of CONTRACTOR's duties and responsibilities under this Contract, subject to the provisions of the heretofore mentioned Federal and State statutes and regulations. COUNTY acknowledges

its duties and responsibilities regarding such records under such statutes and regulations.

20. **MONITORING.** CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Contract. Monitoring shall be conducted according to standards and guidelines as set forth by Federal, State, and COUNTY requirements. CONTRACTOR agrees to provide COUNTY's Administrator, or their designee, with access to all applicable files and records as may be necessary to monitor the services according to the standards or guidelines described above.

21. **REPORTS.** CONTRACTOR shall submit written reports of operations and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to COUNTY's Administrator. Submitted electronic written reports shall comply with accessibility standards including Web Content Accessibility Guidelines (WCAG).

22. **OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Contract shall be the property of COUNTY. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright, or patent right by CONTRACTOR in the United States or in any other country without the express written consent of COUNTY. COUNTY shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright, or patent such material in the United States or in any other country without the express written consent of CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright, or patent, in whole or in part, any such reports, studies, data, statistics, forms, or other materials or properties produced under this Contract.

23. **EVALUATION/RESEARCH.** Evaluation or research involving contact with past or present recipients of services provided under this Contract shall be permitted with the informed consent of the recipient and only after CONTRACTOR has determined that the conduct of such evaluation or research will not adversely affect the quality of services provided or individual participation in services. COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its judgment jeopardize the quality of services or individual participation in services provided under this Contract.

24. **TRAVELING EXPENSES, FOOD AND LODGING.** CONTRACTOR's claim for travel expense for food and lodging must be directly related to this Contract and shall be at rates not to exceed federal issued per diem rates. No travel outside of the State of California shall be payable unless prior written authorization is obtained from COUNTY’s Contract Administrator.

25. **CONTRACTOR PERSONNEL STANDARDS.** CONTRACTOR shall determine that all staff providing services under this Contract shall be qualified to perform the job requirements under this Contract.

26. **WITHHOLDING OF PAYMENT.** COUNTY may withhold final payment until year-end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Contract.

27. **OVERPAYMENTS.** Overpayments as determined by audits shall be payable to COUNTY within thirty (30) calendar days after date of said determination.

28. **SAFETY AND INFECTION CONTROL.** CONTRACTOR asserts that it is in compliance with applicable Cal/OSHA guidelines for safety and infection control, including blood-borne pathogens, and that there are no enforcement actions, litigation, or other legal or regulatory proceedings in progress or being brought against CONTRACTOR as a result of non-compliance with such guidelines. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this Paragraph change or come into question.

29. **CULTURAL COMPETENCY.** In order to ensure access to services, CONTRACTOR shall provide services in a culturally competent manner. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in cross-cultural situations.

30. **MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA).** As applicable to Scope of Services, CONTRACTOR shall: provide information and outreach to individuals and families about Medi-Cal services, refer individuals and families to Medi-Cal eligibility sites, assist individuals and families with aspects of the Medi-Cal application process, assist individuals and families with access to Medi-Cal covered services, assist in referring, monitoring and coordination of care including without limitation transportation, and if necessary, accompany individuals and families to Medi-Cal covered health services. Additionally, CONTRACTOR shall work with community and government agencies to identify and fill gaps in health and Medi-Cal services by collaborating and planning for individuals and families in need of such services and assist in implementation and oversight of Medi-Cal Administrative Activities claims process.

31. **SURVIVAL OF PROVISIONS.** The duties and obligations of the parties set forth in Paragraph 1.D. – Compensation Upon Termination, Paragraph 2 – Indemnification for Damages, Taxes, and Contributions, Paragraph 8 – Inspections, Audits, and Public Records, and Paragraph 19 – Confidentiality of Records of this Exhibit shall survive the expiration or termination of this Contract.

32. NOTICES.

A. Contact Information. The persons having authority to give and receive notices provided for or permitted under this Contract include the following:

For COUNTY:	For CONTRACTOR:
Dr. Marni Sandoval, Behavioral Health Director Health Services Agency	Chief Executive Officer Encompass Community Services
1400 Emeline Ave., Bldg K	380 Encinal St., Ste 200
Santa Cruz, CA 95060	Santa Cruz, CA 95060-2178
SUDSAdmin@santacruzcountyca.gov	kim.morrison@encompasscs.org

B. Change of Contact Information. Either Party may change the information in Paragraph 32.A by giving notice as provided in Paragraph 32.C.

C. Method of Delivery. Each notice between COUNTY and CONTRACTOR provided for or permitted under this Contract must be in writing, state that it is a notice provided under this Contract, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by Portable Document Format (PDF) document attached to an email.

1. A notice delivered by personal service is effective upon service to the recipient.
2. A notice delivered by first-class United States mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient.
3. A notice delivered by an overnight commercial courier service is effective one (1) COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.
4. A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY's business hours, then such delivery is deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission.

33. GENERAL TERMS.

A. Compliance with Laws. CONTRACTOR shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Contract, including but not limited to workers compensation, labor, and confidentiality laws and regulations. This shall include, but is not limited to, obtaining the necessary licenses, permits, and any other required authorization to perform the work necessary to complete the terms of this Contract. CONTRACTOR bears sole responsibility for any violation of such laws and regulations by itself and agrees that it will indemnify, defend and hold COUNTY harmless for the consequences of any such

violation, as referenced in Paragraph 2 of this Contract.

B. Standard of Practice. CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

C. Prior Acts Ratified. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Contract are hereby ratified.

D. Modification. This Contract may not be modified, and no waiver is effective, except by written agreement signed by both Parties. CONTRACTOR acknowledges that COUNTY employees have no authority to modify this Contract except as expressly provided in this Contract.

E. Non-Liability of County Officers, Officials, Employees, Agents, Volunteers. No officer, official, employee, agent, or volunteer of COUNTY shall be personally liable to CONTRACTOR in the event of any default or breach by COUNTY.

F. Governing Law. The laws of the State of California govern all matters arising from or related to this Contract.

G. Jurisdiction and Venue. This Contract is signed and performed in Santa Cruz County, California. CONTRACTOR consents to California jurisdiction for actions arising from or related to this Contract, and, subject to the Government Claims Act, all such actions must be brought and maintained in Santa Cruz County.

H. Construction. The final form of this Contract is the result of the Parties' combined efforts. If anything in this Contract is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Contract against either Party.

I. Headings. The headings and paragraph titles in this Contract are for convenience only and are not part of this Contract.

J. Severability. If anything in this Contract is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Contract remains in effect, and the Parties shall make best efforts to replace the unlawful or unenforceable part of this Contract with lawful and enforceable terms intended to accomplish the Parties' original intent.

K. No Waiver. Payment, waiver, or discharge by COUNTY of any liability or

obligation of CONTRACTOR under this Contract on any one or more occasions is not a waiver of performance of any continuing or other obligation of CONTRACTOR and does not prohibit enforcement by COUNTY of any obligation on any other occasion.

L. No Third-Party Beneficiaries. This Contract does not and is not intended to create any rights or obligations for any person or entity except for the Parties.

M. Force Majeure. Neither Party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such Party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

N. Authorized Signature. CONTRACTOR represents and warrants to COUNTY that:

1. CONTRACTOR is duly authorized and empowered to sign and perform its obligations under this Contract.

2. The individual signing this Contract on behalf of CONTRACTOR is duly authorized to do so and their signature on this Contract legally binds CONTRACTOR to the terms of this Contract.

O. Integrated Contract. This Contract, including its attachments, is the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter of this Contract, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Contract.

P. Counterpart Execution. This Contract, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Contract, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Contract, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract and any amendments hereto.

COUNTY OF SANTA CRUZ

EXHIBIT D - STANDARD MEDI-CAL PROVISION OF SERVICES

This is an Agreement between the parties relating to the rendering of medically necessary Medi-Cal behavioral health (mental health and/or substance use disorder) services as defined in, and for which State reimbursement may be claimed under, the designated Department of Health Care Services (DHCS) California Advancing and Innovating Medi-Cal (CalAIM) implementation Information Notices released in 2021, 2022, 2023,2024, 2025, and 2026:

- 21-019 Drug Medi-Cal Organized Delivery System (DMC-ODS) Medical Necessity and Level of Care Criteria;
- 21-021 DMC-ODS Update Policy on Residential Treatment Limitations;
- 21-024 DMC-ODS expansion of Medication-Assisted Treatment (MAT) services;
- 23-054 MAT Services Requirements for Licensed and/or Certified SUD Recovery or Treatment Facilities;
- 21-026 Rate setting for Psychiatric Inpatient Hospital services;
- 26-002: Access Criteria to Specialty Mental Health Services (SMHS) Delivery System and medical necessity;
- 22-003 Medi-Cal Substance Use Disorder (SUD) Treatment Services for Beneficiaries under age 21;
- 21-020 & 22-005 Recovery Services components that are reimbursable under the DMC-ODS;
- 22-006, 22-018 & 22-026 Medi-Cal SMHS and DMC-ODS Peer Support Specialist service requirements;
- 22-009 SMHS to beneficiaries with eating disorders;
- 22-011 No Wrong Door; 22-016 Authorization of Outpatient SMHS;
- 22-017 Concurrent Review Standards for Psychiatric Inpatient Hospital and Psychiatric Health Facility Services;
- 22-020 County Mental Health (MH) Plan obligations related to Indian Health Care Providers;
- 22-053 Obligations Related to Indian Health Care Providers in DMC-ODS Counties;
- 23-068 Documentation Requirements for all Specialty MH, DMC and DMC-ODS Services;
- 24-001 Drug Medi-Cal Organized Delivery System Requirements for the Period of 2022 – 2026;
- 24-004: Quality Measures and Performance Improvement Requirements;
- 25-044: Enforcement Actions: Monetary Sanctions for Failure to Meet Minimum Performance Levels (MPLs) for Behavioral Health Quality Measures;
- 25-019: Transgender, Gender Diverse, or Intersex Cultural Competency Training Program Requirements and
- Other DHCS informational notices and policies related to the Medi-Cal CalAIM reform initiative.

All elements of the DMC-ODS DHCS-Santa Cruz County (COUNTY) Intergovernmental Agreement (IA) shall remain in effect. Additional state and federal laws including the provisions of Early Periodic Screening, diagnostic and Treatment (EPSDT) mandate under Section 1905(a)(r) of the Social Security Act and W&I Code section 14184.402(f), the Bronzan McCorquodale Act (Part 2 of Division 5, Welfare and Institutions Code) and its accompanying regulations contained in the DHCS Mental Health Plan (MHP) Agreement and associated regulations; and applicable COUNTY ordinances and resolutions of the Santa Cruz County Board of Supervisors shall remain in effect.

Services shall be provided under the general supervision of the COUNTY's Health Services Agency Director or their designee. For the purposes of this Section, "designee" may include any permanent employee on the staff of such Director as may be appropriately designated to provide liaison, coordination, or supervision over the services described herein.

1. **ADMINISTRATION.** COUNTY's Director of Behavioral Health or their designee hereinafter called COUNTY's Agreement Administrator under direction of the COUNTY's Health Services Agency Director shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of COUNTY. CONTRACTOR's Executive Director shall administer this Agreement on behalf of CONTRACTOR. The COUNTY's Agreement Administrator shall specify in writing the kind, quality and amount of service which shall be provided to each eligible client under this Agreement. Said service to be mutually agreed upon and fall within parameters of this Agreement.

2. **NOTICE.** Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the officials identified in Paragraph 1 above at the addresses identified on the cover page of this Agreement.

   Per United States Code of Federal Regulations (CFR) Title 42, Sections 455.101, 455.104, and 455.416, CONTRACTOR is responsible to disclose to COUNTY if there is 5% or more Ownership Interest by any person (individual or corporation) in CONTRACTOR. In the event that, in the future, any person obtains 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, then CONTRACTOR will make disclosures to COUNTY.

   Disclosures will be submitted to COUNTY upon execution of this Agreement, upon its extension or renewal, and within thirty-five (35) calendar days after any change in CONTRACTOR ownership, on an annual basis (March of each year), and upon request of the COUNTY. CONTRACTOR shall require providers, or any person with a 5 percent or more direct or indirect ownership interest in the provider to submit a set of fingerprints per 42 CFR 455.434(b)(1).

COUNTY will review verification of disclosure of ownership, control and relationship information from individual providers, agents and managing employees.

3. **PROVISION OF GENERAL MEDI-CAL SERVICES.** Consistent with the requirements of applicable Federal law, such as 42 CFR 438.3(d)(3) and (4), and State law, CONTRACTOR shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, gender expression, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.

   A. Network Adequacy Standards – Capacity and Composition.

   1. CONTRACTOR agrees to comply with all applicable Medi-Cal laws Welfare and Institutions Code (W&I) section 14197 regulations, and Agreement provisions (42 CFR 438.68, 42 CFR 438.206, 42 CFR 438.207, 42 CFR 438.230(c)(2)). CONTRACTOR shall comply with all Behavioral Health Services Act rules and regulations established by the DHCS, including but not limited to reporting requirements and will submit all other required reports identified in this Agreement.

   2. CONTRACTOR providing Medi-Cal services shall ensure active and good-standing Medi-Cal provider enrollment in accordance with 42 CFR part 455, subparts B and E (42 CFR 438.608(b)). CONTRACTOR shall notify COUNTY within five (5) business days if enrollment is expired or terminated (42 CFR 438.608(b)).

   3. CONTRACTOR agrees to maintain staffing ratios consistent with regulatory requirements for network capacity and scope of service delivery, including necessary licensing and certification or approvals to conduct Medi-Cal service delivery. (California Code of Regulations (CCR) Title 9, Section 1840.350 and 42 CFR 438.206(b)(1)(6) and (c)(3)).

   4. CONTRACTOR is responsible for initial credentialing and re-credentialing of all staff, including enrollment in DHCS PAVE (Provider Application Verification Enrollment) system, ensure licenses, registrations, certifications, and waivers are current and without sanctions, exclusions, professional misconduct, and other limitations; and monitor continual credentialing status. Quarterly and upon COUNTY's request, CONTRACTOR will provide documentation of such credentialing monitoring practices to Ask.QI@santacruzcountyca.gov. (42 CFR 438.12(a)(2), 438.214(c)).

      CONTRACTOR will provide monthly and upon request documentation verifying that its staff are not on the Office of Inspector General Exclusion List and Medi-Cal List of Suspended or Ineligible Providers. CONTRACTOR will provide updates to changes in staff if requested for the purpose of updating the COUNTY's Provider Directory. CONTRACTOR will provide documentation to COUNTY verifying CONTRACTOR's staff are not on these exclusion lists. Any

CONTRACTOR staff found to be on the exclusion list will not be employed or contracted with by CONTRACTOR. CFR Title 42, Section 1128; Section 1128 of the Social Security Act; CFR Title 42 Section 438.214.

COUNTY will not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1969, p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

To verify the list of excluded individuals, CONTRACTOR should access the following websites:

- System Award Management (SAM) https://www.sam.gov/SAM/
- Office of the Inspector General Exclusion List http://exclusions.oig.hhs.gov/
- Medi-Cal Suspended and Ineligible Provider List (Excel download link): https://files.medi-cal.ca.gov/pubsdoco/sandilanding.asp
- Social Security Administration's Death Master File, available at: https://www.ssdmf.com/

CONTRACTOR will comply with all applicable Federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR part 1001.

5. CONTRACTOR must ensure that only approved, current employees are permitted to access the COUNTY's Electronic Health Records (EHR) system. When access to the COUNTY's EHR system is requested by CONTRACTOR for their employee, CONTRACTOR will confirm their identity, license, and other demographic information via the credentialing process. CONTRACTOR will also confirm and require their employee to go through a credentialing process and that their employee is acting as a trusted agent who is authorized by CONTRACTOR. CONTRACTOR will provide notification to COUNTY within one (1) business day of CONTRACTOR's knowledge of CONTRACTOR's new staff, staff extended leave of absence, staff separation of employment and/or staff changes in role or transfer to another program within CONTRACTOR's entity who have or need access to the COUNTY's EHR system. CONTRACTOR shall submit notification via: hsa_BHCCredentialing@santacruzcountyca.gov and is required to provide additional information in the manner and form requested by COUNTY.

6. CONTRACTOR agrees to provide and monitor all Medi-Cal service-providing staff required development trainings prior to first delivered service and annually

(42 CFR 438.68(c)(1)(iv)).

7. CONTRACTOR agrees to provide all medically necessary Medi-Cal services within regulatory time and distance standards in accordance with the Managed Care Rule (42 CFR 438.68) to clients throughout the term of this Agreement.

8. CONTRACTOR shall establish policies and procedures that ensure all such medically necessary Medi-Cal services covered under MHP and/or DMC-ODS Medi-Cal are available and accessible to its beneficiaries in a timely manner in accordance with 42 CFR 438.68 and linked MHP CCR Title 9 Section 1810 and 42 CFR 438.68.

9. CONTRACTOR shall implement mechanisms to assess the capacity of service delivery for Medi-Cal beneficiaries and notify COUNTY within five (5) business day if capacity is met and CONTRACTOR can no longer accept new service referrals.

10. CONTRACTOR shall provide a beneficiary's choice of the person providing services to the extent possible and appropriate consistent with CCR Title 9 section 1830.225 and 42 CFR 438.3(I). CONTRACTOR to inform beneficiaries of rights and the QI Change of Treatment Staff Form.

11. CONTRACTOR shall maintain staffing that is able to serve Medi-Cal beneficiaries, including those with limited English proficiency or physical or mental disabilities (42 CFR 438.206(a)(b)(1).

B. Access to care.

1. CONTRACTOR shall establish assessment and referral procedures and shall arrange, provide, or subcontract for medically necessary CONTRACTOR Specific Covered Services in the CONTRACTOR's service area in compliance with 42 CFR 438.210(a)(1), 438.210(a)(2), and 438.210(a)(3). CONTRACTOR will issue appropriate Notices of Adverse Benefit Determination (NOABD).

2. CONTRACTOR will deliver providers sufficient in number, mix, and geographic distribution to meet the service area needs, with consideration being given to access, culture, and timeliness in conformance with Federal Managed Care and Parity Rules.

3. DMC-ODS CONTRACTOR shall participate as a DMC-ODS network "entry gate", conduct an American Society of Addiction Medicine (ASAM) screening of all beneficiaries contacting the CONTRACTOR directly for service requests, and refer to the appropriate level of care treating network provider. CONTRACTOR will issue appropriate Notices of Adverse Benefit Determination (NOABD).

4. CONTRACTOR shall render, and monitor the sufficient rendering of, medically necessary services identified in an amount, duration, and scope to reasonably

achieve the treatment needs of the beneficiary (42 CFR 440.230), and for beneficiaries under the age of 21, as set forth in 42 CFR, subpart B.

5. CONTRACTOR agrees to participate in the COUNTY's EHR system or utilize a self-procured EHR system to ensure accurate documentation of access to care service requests, service disposition, referral information, prior-authorization requests, and rendered service documentation to ensure timely access to care (42 CFR 438.210(a-b)). Specifically, CONTRACTOR shall ensure that ALL requests for services and offered appointments are consistently entered into the EHR Service Request and Disposition Log or equivalent inquiry screen to track access to care timeliness standards, or will provide information regarding service requests and offered appointments on a quarterly basis and as needed by COUNTY.
    a. In addition, MHP CONTRACTOR shall comply with all Client and Service Information (CSI), Child and Adolescent Needs and Strengths (CANS), and other related access to care recording requirements.
    b. In addition, DMC-ODS CONTRACTOR shall comply with all ASAM, California Outcome Measurement System (CalOMS), the Drug and Alcohol Treatment Access Report (DATAR), and other related access to care recording requirements.
    c. If CONTRACTOR utilizes self-procured EHR system, a method must be agreed upon with COUNTY to obtain all necessary client data relating to service provision, timely access to care, and all required reporting.
    d. If CONTRACTOR utilizes self-procured EHR system, CONTRACTOR agrees to provide direct access to appropriate members of COUNTY's Quality Improvement and Operations / Billing branches for utilization management and billing operations.

6. CONTRACTOR agrees to provide written notification (a completed Notice of Adverse Benefit Determination (NOABD) letter) to a beneficiary to notify of any decision by the CONTRACTOR to deny a service request, or to authorize a service in an amount, duration, or scope that is less than requested, or a termination of a previously authorized service, or there is a delay in determining the service request decision, or there is a delay in scheduling a service (42 CFR 438.210(c)). These written notices shall be conducted in accordance with 42 CFR 438.210(d) timeliness Standard or Expedited requirements.

7. CONTRACTOR agrees to deliver Medi-Cal services in a culturally responsive manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, or gender identity and shall make reasonable service accommodations for beneficiaries (42 CFR 438.206(c)(2)).

8. CONTRACTOR agrees to offer and make available beneficiary-facing materials, forms and posted signage in all threshold languages of Santa Cruz County, including at a minimum posting of beneficiary rights, grievance and appeal informational brochures, Medi-Cal Beneficiary Handbook, provider

directory publication, consent, authorization and NOABD forms, in all threshold languages, in an easy to find location and in alternative formats (large print, audio or interpretation) when needed (42 CFR 438.10).

9. CONTRACTOR agrees to establish and conduct program services that comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the American with Disabilities Act of 1973 as amended (29 U.S.C. 794(d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations; including making electronic and information technology accessible to people with disabilities (California Government Code section 11135 codifies section 508 of the Act, 45 CFR 92.204, 45 CFR 92.205).

C. Beneficiary protections.

1. CONTRACTOR agrees to provide visible and easily accessible information to beneficiaries in both English and Spanish, including available Medi-Cal Beneficiary Handbooks, Beneficiary Rights, Change of Provider, Grievance, Appeal, Continuity of Care, and Advance Directive brochures, Privacy Protections, and informed consents (42 CFR 438.10(e)(2)).

2. CONTRACTOR agrees to adhere to Confidentiality rules set forth by the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and California Law as applicable to scope of service.

3. CONTRACTOR or an affiliate, vendor, contractor or subcontractor of the 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 Medi-Cal rendered service or related administrative service provided under this Agreement. CONTRACTOR or any affiliate shall not hold beneficiaries liable for debts if CONTRACTOR becomes insolvent (Managed Care Rule: 42 CFR 438.106 and MHP: CCR Title 9, 1810.365 (a-c)).

4. CONTRACTOR shall inform all Medi-Cal beneficiaries of their right to file a grievance and/or appeal upon admission to the program and inform all beneficiaries of the grievance process. CONTRACTOR shall visibly display the COUNTY's grievance and appeal brochures in an easily accessible location. CONTRACTOR's process shall be in writing and available to the public (42 CFR 438.400 through 42 CFR 438.424). As part of this written process, CONTRACTOR shall forward all types of grievances, appeals, and system issues causing problems for clients to COUNTY's Behavioral Health Quality Improvement via Ask.QI@santacruzcountyca.gov email immediately and no later than one (1) business day of receiving the complaint. Procedures for:

    a. Complaint/Grievance Process: Client grievances covered under Medi-Cal Managed Care Final Rule for MHP and DMC-ODS/Substance Use Block Grant (SUBG) must be sent immediately, within one (1) business day, to Quality Improvement via email Ask.QI@santacruzcountyca.gov for investigation and response.

i. CONTRACTOR shall offer a client access to Grievance information and will assist the client in completing a Grievance brochure if requested.
ii. CONTRACTOR shall submit completed paper Grievance brochures to COUNTY's Quality Improvement at 1400 Emeline Ave., Building K, Santa Cruz, CA 95060 or email a scanned copy to email Ask.QI@santacruzcountyca.gov.
iii. CONTRACTOR shall also inform client of COUNTY's QI Helpdesk number (831-454-4468) as a method to leave a grievance in a confidential voicemail message.
iv. CONTRACTOR shall collaborate with COUNTY to resolve the grievance within timeframe standards.
v. Specific: CONTRACTOR shall provide information to all beneficiaries on how to file a grievance regarding discrimination in the delivery of services by CONTRACTOR because of sex, race, color, ethnic group identification, religion, ancestry, age, mental or physical disability, medical condition, genetic information, national origin, marital status, gender, gender identity, gender expression, or sexual orientation to the United States Department of Health and Human Services Office for Civil Rights. In addition, all such complaints shall also be submitted to COUNTY's Quality Improvement via email Ask.QI@santacruzcountyca.gov within one (1) business day of receipt.
vi. CONTRACTOR shall, subject to the approval of the DHCS, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination, or a violation of their civil rights, with the DHCS in addition to the grievance process noted in paragraphs 3.C.IV.a.i-v above.

b. Client Appeal Process (POST NOABD): A client has the right to file an appeal regarding the written Notice of Adverse Benefit Determination (NOABD) letter they received from a MHP or DMC-ODS CONTRACTOR regarding timeliness in decision, a delay or denial of a service, or a change, modification or termination of a Medi-Cal service. CONTRACTOR shall adhere to regulations for notice of adverse action, completion of letters and attachments, informing COUNTY's Quality Improvement of all NOABDs, and maintaining records.
i. CONTRACTOR shall offer a client access to Appeal information and will assist the client to complete an Appeal brochure if requested.
ii. CONTRACTOR shall submit completed paper Appeal brochures to COUNTY's Quality Improvement at 1400 Emeline Ave., Building K, Santa Cruz, CA 95060 or email a scanned copy to email Ask.QI@santacruzcountyca.gov
iii. CONTRACTOR shall also inform client of the COUNTY's QI Helpdesk number (831-454-4468) as a method to leave an

Appeal in a confidential voicemail message.

iv. CONTRACTOR shall collaborate with COUNTY to resolve Appeal within timeframe standards.

4. **QUALITY ASSURANCE PARTICIPATION.** All providers are required to obtain, review, and remain in full compliance with the local Utilization Review processes in the Quality Management Plan. As part of adhering to the State's required Quality Management Program functions, CONTRACTOR shall comply with:

   A. Establishing Quality Assurance (QA) policies and practices for all Medi-Cal service monitoring and tracking.

   B. Reporting quality assurance monitoring outcomes upon request, and alerting COUNTY's Quality Improvement (QI) of any QA issues.

   C. Participating in planned and unplanned audits by COUNTY, State, and/or Federal regulatory entities to ensure quality assurance.

      a. DMC-ODS and SUBG CONTRACTOR service programs: Participate in site monitoring practices (programmatic, fiscal, facility, staffing) conducted by the COUNTY as indicated and at least annually.

      b. MHP CONTRACTOR service programs: Participate in COUNTY site certification practices (programmatic, fiscal, facility, staffing) conducted by the COUNTY as indicated and at least once every three years.

   D. Ensuring Program Integrity (Fraud, Waste and Abuse protection) by reimbursing COUNTY for all audit exceptions and disallowances (which are determined by the COUNTY's Administrator to be the responsibility of CONTRACTOR) from either: 1) State audits (Fiscal & Quality Assurance); 2) COUNTY's Quality Improvement Committee/UR denials; or 3) CONTRACTOR internal audit practices.

   E. Providing staff training, support and monitoring of Medi-Cal documentation standard compliance to ensure minimum standards for beneficiary care documentation are met, including timeliness, to support claims for the delivery of services.

   F. Performing Coordination of Care activities that ensure each served beneficiary has an ongoing source of care appropriate to their needs while ensuring each beneficiary's privacy is protected in accordance with all Federal and State privacy laws including but not limited to 45 CFR 160 and 164, subparts A and E, to the extent that such provisions are applicable (42 CFR 438.208(b)).

5. **QUALITY IMPROVEMENT PARTICIPATION.** All CONTRACTORS who provide direct services to clients in the County of Santa Cruz shall participate in the Quality Improvement Program. This includes periodic meetings providing review of clinical records, peer review, Sentinel Event Reviews, care conferences, utilization review, beneficiary satisfaction surveys, performance improvement projects, external quality

review requirements and/or sessions and client outcomes development and review upon request by COUNTY.

CONTRACTOR and COUNTY to ensure that services align with adopted practice guidelines and such practice guidelines are reviewed and updated periodically with consideration to needs of beneficiaries and reliable clinical evidence (42 CFR 438.236(b) and, if applicable, CCR Title 9, Section 1810.326).

CONTRACTOR will support, as requested, participation in the Quality Improvement Committee and/or Quality Improvement initiatives.

CONTRACTOR will provide data to COUNTY as required by DHCS Quality Measure and Performance Improvement Requirements outlined in BHIN 24-004: Quality Measures and Performance Improvement Requirements. CONTRACTOR will participate in quality performance improvement projects for priority quality measures selected by DHCS for which COUNTY has not met the Minimum Performance Level (MPL) required by DHCS for the targeted Measurement Year (MY). Participation may include without limitations review COUNTY-provided quarterly performance reports, including contractor-level and stratified HEDIS / Behavioral Health Accountability Set (BHAS) rates; participation in BHAS performance review meetings and technical assistance activities as requested by COUNTY; implementation of program-level quality improvement (QI) strategies aligned with COUNTY's BHAS priorities including without limitations timely initiation and engagement of treatment; support timely and accurate data submission required for BHAS measure calculation including encounter, clinical and supplemental data elements identified by COUNTY; and collaborate with COUNTY BHD clinical and QI managers in performance improvement planning and monitoring activities or targeted interventions as directed.

CONTRACTOR will perform Medi-Cal Administrative and Outreach activities as an agent for the Santa Cruz County Health Services Agency in order to improve the availability, accessibility, coordination, and appropriate utilization of preventive and remedial health care resources to Medi-Cal eligible individuals and their families (where appropriate). CONTRACTOR also will capture information using methods developed by the State (with training in these methods provided by the COUNTY) under the direction of the COUNTY. Medi-Cal Administrative and Outreach activities are to be approved by the State. It is the responsibility of CONTRACTOR to remain current on the requirements for documentation of costs and activities as defined by the State.

6. **REPORTABLE INCIDENTS (aka SENTINEL EVENT REPORTS).** CONTRACTOR shall report within 24 hours of incident discovery, not at the conclusion of an investigation. A reportable incident includes all incidents affecting the immediate health, safety and well-being of clients. Incidents will be reported to the office of the COUNTY Agreement Administrator and the Quality Improvement Team via submission of a Sentinel Event Report to Ask.QI@santacruzcountyca.gov. Reportable incidents include, but are not limited to, all deaths, episodes of acute life-threatening illness, serious physical or psychological injuries (or risk thereof), and

allegations of abuse and/or neglect. Medication-related issues are included when an incident includes client safety risks, such as dispensing errors that resulted in wrong medication, withheld medication, increased dosing of medications, side effects, or multi-pharmaceutical prescribing practices.

CONTRACTOR shall establish procedures for the investigation of such incidents and shall cooperate with any investigation COUNTY may wish to conduct.

7. **CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES (CLAS).** In order to ensure access to services, CONTRACTOR shall provide services in a culturally responsive manner. Cultural responsiveness is defined as a congruent set of practical skills, behaviors, attitudes and policies that enable staff to work effectively in cross-cultural situations.

   CONTRACTOR will have policies that comply with Title VI (Civil Rights Act) requirements prohibiting the expectation that family members provide interpreter services. CONTRACTOR will provide or arrange for services in the COUNTY's threshold language (Spanish) and will provide free language assistance services by providing in-person interpreters, or remote interpreters including remote interpreting services contracted by the COUNTY to be used across COUNTY and contract system of care. CONTRACTOR shall have policies and procedures for meeting language needs for consumers who do not meet threshold language criteria. If CONTRACTOR has staff that are providing bilingual clinical or interpretation services, CONTRACTOR will have policies and procedures that ensure monitoring and regular training of staff language competency to fidelity.

   CONTRACTOR shall have available culturally and linguistically appropriate written information for identified threshold languages. Materials will be in easy-to-read language and in alternate formats for people with limited vision.

   CONTRACTOR shall have available, as appropriate, alternatives and options that accommodate individual preferences and cultural and linguistic differences.

   CONTRACTOR shall have a process to ensure that staff is able to provide culturally and linguistically appropriate services that are responsive to diverse cultural beliefs and practices, preferred language, health literacy and other communication needs, in accordance with the fifteen (15) Culturally and Linguistically Appropriate Services (CLAS) set forth by the U.S. Department of Health and Human Services. CONTRACTOR will provide or make available to staff cultural responsiveness training, including an annual training on behavioral health needs for client populations that experience health disparities in Santa Cruz County, and a training every two (2) years that meets the requirements outlined in BHIN 25-019: Transgender, Gender Diverse, or Intersex Cultural Competency Training Program Requirements. If CONTRACTOR staff are providing language interpretation services or bilingual clinical services, CONTRACTOR staff will complete necessary training to ensure language competency every two (2) years. CONTRACTOR will maintain records of

such trainings and provide records to COUNTY upon request. CONTRACTOR must provide verification of staff trainings to COUNTY for monitoring and reporting purposes at least annually. (reference COUNTY Policy 3111: **Contract Requirements for Culturally & Linguistically Appropriate Service Standards**.)

A. Behavioral Health Equity Plan (BHEP): Cultural Competence Plan Requirements (formerly known as the Culturally and Linguistically Appropriate Services (CLAS) Report). The Behavioral Health Equity Plan (BHEP) Report will include behavioral health equity topics specific to the National Culturally and Linguistically Appropriate Services (CLAS) Standards, incorporated into this Agreement by reference, of diversity, equity, and inclusion, cultural humility, community-defined practices, and other competencies related to behavioral health equity and the efforts made toward attainment of the goals and objectives toward the CLAS Standards. CONTRACTOR's BHEP must be submitted to COUNTY no later than November 1st of each year.

1. The Behavioral Health Equity Plan (BHEP) shall at a minimum include the above and additionally:
    1. A list of current staff members, their race/ethnicity and if multilingual, language fluency (oral, written, or both).
    2. Approval of current policies, procedures and objectives related to meeting Cultural Competence Plan Requirements.
    3. Staff Training Plan: Staff training on cultural responsiveness, linguistically appropriate services and addressing behavioral health disparities should be addressed in CONTRACTOR's Staff Training Plan. Additionally, CONTRACTOR's Staff Training Plan must include interpreter or clinical language training for staff that are providing non-English clinical services or interpreter services to ensure language competency.

B. Behavioral Health Equity Collaborative (BHEC) Participation: CONTRACTOR's clinical services director, or designee that provides oversight and management of clinical service delivery, shall participate in the Behavioral Health Equity Collaborative once per month, or as otherwise convened by COUNTY. Through CONTRACTOR's participation, CONTRACTOR will partner with COUNTY in the development and implementation of COUNTY's annual Cultural Competence Plan to ensure culturally responsive service delivery to all Behavioral Health consumers county-wide. If CONTRACTOR works with or convenes peers (people with lived experience of the Behavioral Health system) and/or family members of people with lived experience, CONTRACTOR shall provide at least one (1) peer and one (1) family member to participate in the BHEC. CONTRACTOR will work with COUNTY to address barriers to peer and family member participation in the BHEC. CONTRACTOR shall participate in an annual CLAS survey and submit an updated report to COUNTY when requested to Ask.QI@santacruzcountyca.gov.

8. RECORDS.

A. Client records shall be entered into the COUNTY's EHR system either directly or by scanning, or if using a self-procured EHR, CONTRACTOR will allow COUNTY

BH staff access to their EHR in perpetuity and will include all required DHCS reporting elements. CONTRACTOR shall maintain individual records for each client. Such records shall include identifying data, social and financial data, and a record of services provided by various personnel in sufficient detail to make possible an evaluation by COUNTY of services rendered. COUNTY, at its sole option, may take custody and be responsible for safeguarding CONTRACTOR's client records that have been entered in the COUNTY's EHR upon termination of this Agreement and shall thereupon act as custodian of such records for CONTRACTOR. CONTRACTOR shall be permitted access to and have a right to make copies of such records at any time. COUNTY agrees to maintain such records for such period as may be required by Title 22 of the CCR and the applicable California Business and Professions Code. COUNTY agrees that such custody will conform to applicable confidentiality provisions of State and Federal law. If CONTRACTOR self-procures an EHR, CONTRACTOR will have their own custodian of records and will be responsible for all custodian of records duties for CONTRACTOR, as required by CCR Title 9 Section 1810.435, Welfare and Institutions Code section 14043.1, 42 CFR, Part 2 and 45 CFR, section 164.530 (HIPAA Security and Privacy Rule). In addition, in the event that CONTRACTOR cease to operate its business, CONTRACTOR must notify COUNTY, the Department of Health Care Services (DHCS), and clients. CONTRACTOR must notify clients on how to access their records prior to said event and transfer their records to COUNTY.

B. For CONTRACTORs who participate in the COUNTY's EHR system, CONTRACTOR shall enter all client documentation into the COUNTY's EHR system according to applicable COUNTY (or Health Services Agency) policies and related MHP or DMC-ODS documentation standards, incorporated into this Agreement by reference. Noncompliance, including excessive late entry of data, may result in the reduction of CONTRACTOR claim amounts. CONTRACTORs who choose to procure their own EHR must ensure that all client documentation is completed according to COUNTY polices related to MHP or DMC-ODS documentation standards, incorporated into this Agreement by reference. Noncompliance may result in reduction of CONTRACTOR claim amounts.

C. CONTRACTOR agrees to:

1. Ensure provision of technology infrastructure to operate the COUNTY's, or their own current EHR system for compliance with Federal requirements and designate staff as trainer(s) and/or super user(s) to train CONTRACTOR staff. If CONTRACTOR utilizes self-procured EHR system, CONTRACTOR, at their sole cost and expense, is responsible to provide and train COUNTY staff in use and navigation of their EHR including without limitations supplying guides or manuals relating to the use of their EHR.

2. Complete data forms which allow for accurate billing and State reporting of documented services provided by clinical staff and enter the data into the COUNTY's management information system/EHR within five (5) business days of service delivery or ensure that COUNTY has timely access to data forms

which allow for accurate billing and State reporting.

- MHP: CSI, CANS, ANSA, Pediatric System Checklist (PSC-35)
- DMC-ODS: ASAM, Cal-OMS, DATAR.

3. Utilize available resources including State online queries and Central California Alliance for Health eligibility portal or work with Behavioral Health Services Patient Accounting/Billing section to:

   a. Confirm current eligibility for Medi-Cal and Medicare benefits and assist clients in applying for benefits if appropriate;
   b. Provide proof of private insurance and assignment of benefits for clients with or without dual coverage. Failure to provide required insurance information to COUNTY will result in DHCS denying Medi-Cal claims (aka disallowed/denied units). During reconciliation, COUNTY will not reimburse CONTRACTOR for disallowed/denied units of service;
   c. Monitor services provided, the benefit status of clients, ensure the Behavioral Health Patient Accounting/Billing section receives current client eligibility status for billing, and work to correct any billing data errors; and
   d. Adhere to current Medi-Cal billing manuals including without limitation the applicable State code set and claiming requirements.

4. Provide timely medical necessity justification for Medi-Cal services appropriate to the CONTRACTOR's Scope of Work, including documentation of required assessment, including American Society of Addiction Medicine (ASAM), current edition, International Classification of Diseases, 10th Revision (ICD-10) and Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5) diagnosis codes, incorporated into this Agreement by reference, and Care Plans / Problems Lists as applicable to the service type in accordance with State and COUNTY requirements.

5. Document all services for a client in the COUNTY's EHR system or CONTRACTOR's EHR system and obtain approval as needed for treatment services from a Licensed (or registered or waivered) Practitioner of the Healing Arts (LPHA) and ensure services are delivered in accordance with current CalAIM documentation standards.

D. Documentation in Homeless Management Information System (HMIS): CONTRACTOR must participate in the local Homeless Management Information System (HMIS) in coordination with the Continuum of Care (CoC) if receiving funds for Housing Interventions under the Behavioral Health Services Act (BHSA). CONTRACTOR is responsible for completing all required onboarding steps including system access, user training, and execution of any applicable data sharing or participation agreements as required by the CoC. CONTRACTOR must enter, maintain, and regularly update all client-level and program-level data in HMIS in accordance with CoC policies, timelines, and data quality standards. At a minimum, CONTRACTOR must collect and report all required universal data elements, program-specific data elements, and any additional data points required for BHSA reporting.

CONTRACTOR must ensure data accuracy, completeness, and timeliness, and shall participate in any required HMIS data quality reviews, monitoring activities, and reporting processes. Failure to comply with HMIS participation and reporting requirements may result in corrective action in accordance with COUNTY contract provisions.

E. Right to Review: CONTRACTOR authorizes the DHCS, the Health Services Agency Director or their designee, and/or designated auditors of the COUNTY or State, the right to inspect and otherwise evaluate the appropriateness and timeliness of services performed, and to audit and inspect any books and records of CONTRACTOR which pertain to services performed and payments made pursuant to this Agreement. The DHCS shall have the same rights of inspection and evaluation of Medi-Cal services provided by CONTRACTOR pursuant to this Agreement. All CONTRACTORS shall maintain such books and records of services for a minimum period of ten (10) years for adults from the date of last service and for minors until their 25th birthday.

F. Confidentiality of Client Records and Information: For COUNTY to provide coordinated, quality care, all COUNTY and Agreement providers must be able to discuss and exchange relevant clinical and service needs information, as permitted by State and Federal law. This information may be exchanged when making referrals, accepting referrals, or coordinating service delivery to a client. CONTRACTOR is responsible for ensuring that its ability to exchange client information within the COUNTY's EHR system and/or other required COUNTY systems is maintained. CONTRACTOR is responsible to store, maintain, and protect the privacy of health records and confidentiality of all protected health information, as required by State and Federal law. Any breaches of Federal or State confidentiality regulations must be reported by CONTRACTOR (also known as Business Associate) to the COUNTY's HIPAA Privacy Officer by phone, fax, or email within 24 hours of discovery. COUNTY will, by next business day, forward the report to DHCS with follow-up within 72 hours of a written report (PIR) and notice to affected persons within sixty (60) calendar days.

9. **PRODUCTIVITY.** CONTRACTOR shall develop and monitor individual written staff productivity standards which maximize direct services to clients. CONTRACTOR shall provide written productivity standards and a method of monitoring those standards to the COUNTY's Agreement Administrator.

10. **PERSONNEL POLICIES.** In addition to complying with the Contractor Personnel Standards in Exhibit C, Section 25, CONTRACTOR shall have written personnel policies and shall make its personnel policies accessible to employees and to COUNTY. CONTRACTOR shall maintain records for each employee to include qualifying education, experience, and licenses. Substance Use Disorder treatment providers will include documentation of compliance with State Alcohol and Drug Counselor Certification Regulations (California Code of Regulations Chapter 8 and Title 9, Division 4) in CONTRACTOR records.

11. **AMERICANS WITH DISABILITIES ACT REQUIREMENTS.** To ensure accessibility to individuals with disabilities in COUNTY funded programs, to meet the Americans with Disabilities Act (ADA) requirements, and to comply with COUNTY and Substance Use Disorder Services reporting and action requirements, CONTRACTOR must:
    A. Maintain the appropriate Fire Marshal clearance and State License or Certification; and
    B. Report any complaints related to ADA compliance verbally to the COUNTY's Agreement Administrator or their designee within 24 hours and in writing within three (3) calendar days.

12. **ASSURANCE OF NONDISCRIMINATION IN PROGRAMS OR ACTIVITIES RECEIVING STATE FINANCIAL ASSISTANCE.** By signing this Agreement, CONTRACTOR agrees to comply with Title 2, Article 9.5 (commencing with Section 11135) of the Government Code and the regulations adopted or actions taken by the State Department of Health Care Services to implement such Article to the end that no person in the State of California shall discriminate on the basis of the classifications described in Article 9.5.

    CONTRACTOR shall ensure that each of its employees are aware of the rights of beneficiaries and the responsibilities of CONTRACTOR under Article 9.5, and make available to beneficiaries and other interested persons information regarding the provisions of Article 9.5 and implementing regulations and their applicability to the program or activity for which the CONTRACTOR receives State financial assistance. Further, CONTRACTOR certifies that it has a process in place by which complaints pursuant to Article 9.5 are resolved informally and quickly at the lowest possible level.

    CONTRACTOR shall permit access to a representative of the State Department of Health Care Services at any time during normal business hours to its books, records, accounts, other sources of information and its facilities as may be pertinent to ascertain compliance with Article 9.5. CONTRACTOR recognizes and agrees that State financial assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the State of California shall have the

right to seek administrative and judicial enforcement of this assurance. This assurance is binding on CONTRACTOR, its successor transferees, and assignees.

13. **LOBBYING.** In addition to Exhibit C, Section 15 "Lobbying", CONTRACTOR shall comply with the Byrd Anti-lobbying Amendment (31 U.S. Code 1352).

14. **COUNTY ASSURANCES**. Under this Agreement, COUNTY agrees:
    - **A.** To provide Medi-Cal, patient accounting and billing services to all providers and inform CONTRACTOR of applicable disallowances/denials.
    - **B.** To provide CSI, CANS, PSC-35, Cal-OMS, and DATAR State reporting services and data reports to facilitate assignment of Coordinators and productivity.
    - **C.** To provide Quality Improvement Training as requested by the provider.
    - **D.** To provide initial training and technical assistance for electronic medical records to CONTRACTOR-designated staff as trainer(s) and/or super user(s) to train CONTRACTOR staff.
    - **E.** To provide consultation and clinical supports based on specific services as resources allow.
    - **F.** To coordinate regarding client benefit and Uniform Method of Determining Ability to Pay (UMDAP) status.
    - **G.** To provide licensing and software maintenance for EHR utilization.
    - **H.** To provide guidance and training on current Medi-Cal code set and claiming requirements.

SUBSTANCE USE DISORDER SERVICES PROVISIONS

In addition to the Standard Medi-Cal Provisions in the above sections (1-13), the following provisions apply to Substance Use Disorder Services CONTRACTORS:

15. **STATE/COUNTY FUNDING AGREEMENTS.** California Department of Health Care Services (DHCS) Drug Medi-Cal Organized Delivery System (DMC-ODS) and Substance Use Block Grant (SUBG) Agreements are incorporated into this Agreement by this reference. Copies of Agreements are available upon request. Failure to operate in conformance with funding and licensing/certification requirements may result in termination of Agreement. Refer to the "Conformance to Regulations", Section 16 in Exhibit C, Standard COUNTY / Agency Provisions, for further detail.

16. **DEFINITION OF CLIENT.** For the purposes of this Agreement, a client shall be defined as any individual to whom CONTRACTOR provides services for which

compensation is sought, in whole or in part, from COUNTY and/or for State reporting purposes.

17. **QUALIFICATIONS AND CREDENTIALING OF STAFF.** 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, CCR, Division 4, Chapter 8.

18. **REPORTING.** In addition to reporting requirements covered in this and other Exhibits as a part of this Agreement, the following reports shall be submitted and sent via encrypted email to sudsadmin@santacruzcountyca.gov by CONTRACTOR:

    A. Americans with Disabilities Act Report. CONTRACTOR participating in Medi-Cal/Medicaid services shall be knowledgeable of and adhere to the Americans with Disability Act (ADA) guidelines, which are intended to establish equal rights and opportunities for individuals with disabilities. CONTRACTOR shall have Policies and Procedures in place that indicate ADA knowledge, and non-disclination practices for those with disabilities, describe provisions of auxiliary aids and services, and the removal of barriers that are readily achievable so people can access care. CONTRACTOR shall conduct an annual review of the it's ADA Policy and Procedures, report any revisions to its ADA Policy at least annually sixty (60) calendar days following the close of the fiscal year), and must identify the staff person who is responsible for ADA compliance.

    B. Data Systems Reports. CONTRACTOR shall meet all requirements for timely, accurate submission of data, including the California Outcome Measurement System (CalOMS) for both treatment and prevention services, the Drug and Alcohol Treatment Access Report (DATAR), and any other data collection systems required by COUNTY and the State Department of Health Care Services. COUNTY may withhold payment of CONTRACTOR claims if CONTRACTOR'S submission of data is not submitted in a timely manner.

    1. To meet and monitor network adequacy needs, CONTRACTOR agrees to provide monthly census data for each program during DMC-ODS provider meeting or via e-mail by the 15th of every month. Census data includes number of current participants enrolled, number of total participant slots available, and pending/anticipated enrollments already scheduled.
    2. Treatment providers who receive SUBG funds shall report if they reach or exceed 90 percent of their dedicated capacity within seven (7) calendar days to DHSCOWPS@dhcs.ca.gov.
    3. For final reconciliation purposes, with COUNTY's Administrator approval, final non-Medi-Cal data additions and corrections requested by the CONTRACTOR shall be accepted by COUNTY only through the last day of the month following the end of the quarter in which services were provided. The schedule for final non-Medi-Cal Data Reconciliation is as follows:

- First quarter (July through September): all additions and/or corrections shall be submitted no later than October 31
- Second quarter (October through December): all additions and/or corrections shall be submitted no later than January 31
- Third quarter (January through March): all additions and/or corrections shall be submitted no later than April 30
- Fourth quarter (April through June): all additions and/or corrections shall be submitted no later than July 31

C. Staff Training Report. All staff training must be documented in individual employee training logs and maintained in the employees' personnel files. All CONTRACTOR service delivery staff shall complete the Change Companies American Society of Addiction Medicine (ASAM) e-module trainings totaling ten hours prior to conducting services to a beneficiary. COUNTY shall provide access to all clinicians and counselors within the SUD system with ASAM e-modules as requested by the service provider. The Staff Training Report is to be submitted annually to Quality Improvement Utilization Review Specialist responsible for annual monitoring of CONTRACTOR, sixty (60) calendar days following the close of the fiscal year, and will include the following information:

- The name and title of each staff attending the training
- The title, topic and date of the training
- The length of the training

D. Board of Directors Report. Non-profit CONTRACTOR shall submit the following information to COUNTY on an annual basis, within sixty (60) calendar days following the close of the fiscal year:

- Current list of Board members
- The date that each individual became a member of the Board
- Contact information for each Board member
- Listing of any Board positions currently vacant or becoming vacant in the next sixty (60) calendar days
- A copy of the Agency's certification from the State verifying the Agency's non-profit status.

E. Staff Credential Monitoring Reports. As described in the above section of this Exhibit, Paragraph 3.A.4:

1. DMC-ODS CONTRACTORS will provide monthly updates to changes in staff for the purpose of updating the COUNTY'S DMC-ODS Provider Directory.

2. DMC-ODS CONTRACTORS will provide proof of verification that their staff are not on the Office of Inspector General Exclusion List and Medi-Cal List of Suspended or Ineligible Providers. Any CONTRACTOR staff found to be on the exclusion list will not be employed or contracted by CONTRACTOR (42 CFR

1128 and 42 CFR 438.214). This report will be completed monthly and upon COUNTY's request and will be provided during the CONTRACTOR annual site monitoring by Quality Improvement Branch.

F. Charitable Choice Report. CONTRACTOR shall document the total number of referrals needed because of religious objection to other substance use disorder (SUD) providers. CONTRACTOR shall submit this information annually, sixty (60) calendar days following the close of the fiscal year.

19. ANNUAL PLANS. All treatment CONTRACTOR will submit an annual plan with their re-contracting proposal. The following reports shall be submitted and sent via encrypted email to sudsadmin@santacruzcountyca.gov by CONTRACTOR:

A. Staff Training Plan. An annual staff training plan is required to promote staff development and competency and is due during the annual site monitoring and/or certification review, depending on when scheduled during the fiscal year. In addition to alcohol and drug treatment and prevention training topics, the training plan must include the following:

- Safety and infectious disease policy issues
- HIV/AIDS prevention, treatment, confidentiality, and referrals
- Admission priority and waiting list requirements, TB testing and services, and interim services for injection drug users
- ADA requirements and agency plan
- Programmatic issues related to the diverse aspects of the population (e.g., culture, acculturation and assimilation, cultural competency and Latino accessibility, dual diagnosis, and other population characteristics)
- ASAM training topic(s)
- Transgender, Gender Diverse, or Intersex Cultural Competency Training

20. PROPERTY DISCLOSURES. The following disclosures shall be submitted upon any material change, or as otherwise noted, and sent via encrypted email to sudsadmin@santacruzcountyca.gov by CONTRACTOR. If CONTRACTOR is renting, leasing or subleasing any real property where people are to receive services hereunder, CONTRACTOR shall prepare and submit to the COUNTY's Agreement Administrator an affidavit sworn to and executed by CONTRACTOR's duly constituted officers containing a detailed description of all existing and pending rental agreements, leases, and subleases. The description shall include: the term (duration) of such rental agreement, the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, and the full names and addresses of all parties who stand in position of lessor or sublessor. If the lessor or sublessor is a private corporation, the affidavit shall disclose a listing of all general and limited partners thereof. True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be made available to COUNTY upon request. CONTRACTOR shall notify COUNTY within ninety (90) calendar days

when any material change occurs during the term, renewal, or termination, of the rental agreement, lease, and sublease agreement(s).

21. **TRAFFICKING VICTIMS PROTECTION ACT.** CONTRACTOR shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.S.C. 7104) and ensure that their staff members receive training at least annually on the TVPA. CONTRACTOR shall ensure program staff are trained in Human Trafficking awareness and have established policies and procedures to attend to such cases, per DMC-ODS regulation.

22. **FEDERAL BLOCK GRANT FUNDING REQUIREMENTS.** CONTRACTOR receiving Federal Block Grant (FBG) funding shall ensure their protocols, procedures and practices comply with the FBG requirements in 45 CFR 96.131. FBG requirements include, but are not limited to:
    - Pregnant Intravenous Drug Users
    - Pregnant substance abusers
    - Intravenous Drug Users (IVDU)
    - All other eligible individuals

23. **AIDS PROTOCOL.** CONTRACTOR shall develop a protocol on Acquired Immune Deficiency Syndrome (AIDS) as it relates to the treatment services provided by the agency. The protocol shall address staff training, client information, and treatment environment. In addition, providers receiving Federal Block Grant (FBG) HIV Set Aside funds for these services shall ensure these protocols comply as described in the "Federal Block Grant Funding Requirements" paragraph, above. The AIDS protocol shall be developed in consultation with the COUNTY's Agreement Administrator and shall be submitted to the COUNTY's Agreement Administrator for approval.

24. **HIV POSITIVE.** Each service modality described in Exhibit A in this Agreement that provides treatment services for intravenous drug users shall admit on a priority basis individuals who test positive for HIV and so advise those individuals seeking treatment. HIV status shall be disclosed by individuals only on a voluntary basis. In addition, providers receiving Federal Block Grant (FBG) HIV Set Aside funds for these services shall ensure these protocols comply as described in the "Federal Block Grant Funding Requirements" paragraph, above.

25. **OUTREACH.** Each treatment service modality described in Exhibit A in this Agreement shall perform outreach activities for the purpose of encouraging individuals in need of drug abuse treatment to obtain such treatment. In addition, providers receiving Federal Block Grant (FBG) funds shall ensure these services comply as described in the "Federal Block Grant Funding Requirements" paragraph, above.

26. **CHARITABLE CHOICE.** Religious organizations receiving Substance Use Block Grant (SUBG) funds for provision of alcohol and drug treatment services shall comply with 42 CFR part 54. These requirements include provision that any religious organization that provides services of a religious nature to clients must provide a

notice to clients regarding the religious character of the program and referral for any clients who object to the religious nature of the program to another program as follows:

A. The provider may not expend COUNTY funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. However, among other things, faith-based organizations may use space in their facilities to provide services supported by applicable programs, without removing religious art, icons, scriptures, or other symbols. In addition, CONTRACTOR shall retain the authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

B. CONTRACTOR shall ensure that clients and prospective clients are notified of the client's right to services from an alternative provider. The notice must clearly articulate the client's right to a referral to services that reasonably meet the requirements of timeliness, capacity, accessibility, and equivalency.

C. If a client or prospective client objects to the religious character of the program that is provided by a religious organization, that provider shall, within a reasonable time after the date of such objection, refer such individual to an alternative provider selected from the list of COUNTY contract providers with equivalent services, shall notify COUNTY of the referral, and shall ensure the beneficiary makes contact with the alternative provider.

27. **RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES.** No Substance Use Block Grant (SUBG) 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 absent approval from COUNTY.

28. **ASSURANCES REGARDING THE NO UNLAWFUL USE OF DRUGS OR ALCOHOL (Based on ADP 7290 – 4/92).** Consistent with the requirements of California Health and Safety Code, Division 10.5, Sections 11999 through 11999.3 (SB 1377), Statutes of 1989, Chapter 1429, by signing this Agreement, CONTRACTOR does hereby assure that they understand the requirements of Section 11999.2, have reviewed those aspects of the program to which Section 11999.2 applies, and assures that those aspects of the program to which Section 11999.2 applies meet the requirements of Section 11999.2 which states:

A. Notwithstanding any other provision of law, commencing July 1, 1990, no State funds shall be encumbered by a State agency for allocation to any entity, whether public or private, for a substance use program, unless the substance use program contains a component that clearly explains in written materials that there shall be no unlawful use of drugs or alcohol. No aspect of a substance use program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol.

B. All aspects of a substance use program shall be consistent with the "no unlawful use" message, including, but not limited to, program standards, curricula, materials, and teachings. These materials and programs may include information regarding the health hazards of use of illegal drugs and alcohol, concepts promoting the wellbeing of the whole person, risk reduction, the addictive personality, and development of positive concepts consistent with the "no unlawful use" of drugs and alcohol message.

C. The “no unlawful use" of drugs and alcohol message contained in a substance use programs shall apply to the use of drugs and alcohol prohibited by law.

D. This section does not apply to any programs funded by the State that provide education and prevention outreach to intravenous drug users with AIDS or AIDS related conditions, or persons at risk of HIV infection through intravenous drug use.

E. None of the funds made available through this Agreement may be used for an activity that promotes legalization of any drug or substance included in Schedule 1 of Section 202 of the Controlled Substance Act (21 USC 812).

29. SUBSTANCE USE DISORDER AGREEMENT APPEAL PROCESSES

CONTRACTOR Appeal Process: CONTRACTOR may seek assistance from the State in the event of a dispute over the terms and conditions of this Agreement in accordance with the following Appeal Processes:

A. ADMINISTRATIVE APPEALS

If CONTRACTOR wishes to appeal DHCS dispositions concerning recoupment of specific Medi-Cal claims, the procedures included in the California Code of Regulations (CCR) Title 22, Section 51015 must be followed. This section applies to Drug Medi-Cal (DMC) claims processing. CONTRACTOR may also appeal disapprovals by DHCS for (re)certification requests as indicated in Section 3 of this Exhibit.

The following process will apply to first-level grievances or complaints:

1. CONTRACTOR shall initiate the action by submitting the grievance or complaint in writing to DHCS.

   a. The grievance or complaint shall be submitted in the form of a letter on the official stationary of CONTRACTOR and signed by an authorized representative of CONTRACTOR.
   b. The document shall state that it is being submitted in accordance with CCR Title 22, Section 51015.
   c. The document shall identify the specific claim(s) involved and describe the disputed action regarding the claims.

2. The appeal shall be submitted to DHCS within ninety (90) calendar days from the date CONTRACTOR receives written notification of the decision to disallow claims. Grievances or complaints shall be directed to:

   Deputy Director
   Department of Health Care Services
   Substance Use Disorders Prevention, Treatment, & Recovery Services Division
   PO Box 997413 MS 2601
   Sacramento, CA 95899-7413

3. DHCS shall acknowledge the grievance or complaint within fifteen (15) calendar days of its receipt.

4. DHCS shall act on the appeal and inform CONTRACTOR of DHCS' decision, and the basic reason therefore, within fifteen (15) calendar days after DHCS' notice of acknowledgement. DHCS shall have the option of extending the decision response time if additional information is required from CONTRACTOR. CONTRACTOR shall be notified if DHCS extends the response time limit.

The following process will apply to second-level grievances or complaints:

CONTRACTOR may initiate a second-level grievance or complaint for claims processing only. The grievance or complaint shall be directed to DHCS. The second-level process may be pursued only after complying with the first-level grievance or complaint process and only under the following circumstances:

1. DHCS failed to acknowledge the grievance or complaint within fifteen (15) calendar days of its receipt.

2. CONTRACTOR is dissatisfied with the action taken by DHCS where the conclusion is based on DHCS' own evaluation of the merits of the grievance or complaint.

3. The second-level appeal is submitted to DHCS within thirty (30) calendar days from the date DHCS failed to acknowledge the first-level appeal or from the date of the first-level appeal decision by DHCS. CONTRACTOR shall refer the grievance or complaint to DHCS to the attention of:

   Chief
   Field Service Branch
   Department of Health Care Services
   714 P Street, Room 1516
   Sacramento, CA 95814

The following information shall be submitted:

a. a copy of the original written grievance or complaint that was sent to DHCS;
b. a copy of DHCS's response, specific finding(s), and conclusion(s) regarding the grievance or complaint with which CONTRACTOR is dissatisfied.

4. DHCS shall review the written documents submitted in the grievance or complaint and send a written report of its conclusions and reasons to CONTRACTOR within sixty (60) calendar days of receipt of the referral. DHCS may request additional information and/or hold an informal meeting with the involved parties before rendering a decision. DHCS shall have the option of extending the decision response time if additional information is required from CONTRACTOR. CONTRACTOR will be notified if DHCS extends the response time limit.

B. PROVIDER PARTICIPATION, CERTIFICATION, AND RECERTIFICATION APPEALS

The appeals procedures regarding Drug Medi-Cal (DMC) provider participation, certification, and recertification are as follows:

1. First-Level Appeals

a. A provider may appeal a certification evaluator's decision by submitting a request in writing to DHCS' DMC Licensing and Certification Branch, with specific reasons for the request.

b. The request for a First-Level Appeal will be submitted to DHCS within thirty (30) calendar days from the date the provider receives written notification of the DHCS decision to deny the provider's certification.

c. DHCS will acknowledge the written request within fifteen (15) calendar days of its receipt.

d. DHCS will act on the appeal and inform the provider and/or COUNTY of DHCS's decision and the basis thereof within fifteen (15) calendar days after DHCS' acknowledgment notification.

e. DHCS will have the option of extending the decision response time if additional information is required from the provider and/or COUNTY. The provider and/or COUNTY will be notified if DHCS extends the response time limit.

The request for an appeal will be submitted in the form of a letter signed by an appropriate representative of the provider and/or COUNTY. Requests for appeal should be directed to the:

Quality Assurance Unit
Department of Health Care Services
Substance Use Disorders Prevention, Treatment, & Recovery Services Division
PO Box 997413 MS 2601
Sacramento, CA 95899-7413

2. Second-Level Appeals

   a. A provider and / or COUNTY may make a request for a second-level appeal to the DHCS Quality Assurance Division Deputy Director only after complying with first-level appeal procedures and only in the following circumstances:

      i. DHCS has failed to acknowledge a request for a first-level appeal within fifteen (15) calendar days of its receipt; or,

      ii. The provider and/or COUNTY is dissatisfied with the action taken by DHCS Licensing and Certification Branch where the conclusion is based on its own evaluation of the merits of the request.

   b. A request for a second-level appeal will be submitted to DHCS within thirty (30) calendar days from the date DHCS failed to acknowledge the first-level appeal decision.

   c. In making a request for a second-level appeal, the provider and/or COUNTY will include a copy of the original written request sent to DHCS, a copy of the DHCS decision with which the provider is dissatisfied.

   d. The Deputy Director for the DHCS Quality Assurance Division will review the written documents submitted in the request, may ask for additional information, may hold an informal meeting with involved parties, and will send a written report of its conclusions and reasons to the provider and / or COUNTY within sixty (60) calendar days of receipt of the referral. DHCS will have the option of extending the decision response time if additional information is required from the provider and/or COUNTY. The provider and/or COUNTY will be notified if DHCS extends the response time limit.

e. All requests for second-level appeals made in accordance with this paragraph will be directed to:

Deputy Director
Department of Health Care Services
Substance Use Disorders Prevention, Treatment, & Recovery Services Division
Prevention Services Branch
Quality Assurance and Support Unit
PO Box 997413 MS 2601
Sacramento, CA 95899-7413

3. These appeal procedures should only be used after direct communications with the program analyst assigned to the area or inquiries submitted to DHCS through normal channels have not resulted in a satisfactory resolution of the case.

COUNTY OF SANTA CRUZ

EXHIBIT F – Medi-Cal Administrative Activities

PARTICIPATION IN MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)

The unique relationship that CONTRACTOR has with Medi-Cal eligible and potentially eligible individuals and families is fully recognized, as is the expertise of CONTRACTOR in identifying, assessing and coordinating the health care needs of individuals and families it serves. In order to take advantage of this expertise and relationship, CONTRACTOR participation in federal, state and local leveraging opportunities, including Medi-Cal Administrative Activities (MAA), is supported and encouraged. Such participation may include without limitation appropriate staff training and coordination, reporting and documentation of allowable MAA activities and associated costs including without limitation the tracking of staff time through time survey instruments.

In providing services under this Contract, CONTRACTOR shall:

1. Understand and provide basic health and benefit information and perform health advocacy to ensure the health and well-being of the target population and their families being served through this Contract. Outreach activities include information about health and Medi-Cal services that will benefit individuals and families to allow them to lead healthy and productive lives.
2. Provide an explanation of the benefits derived from accessing local health, mental health and substance abuse services, and encourage and assist clients and families to utilize these services.
3. Be knowledgeable regarding available health services, locations of provider sites, and how individuals and families can access these services.
4. Assist families to understand basic Medi-Cal and other relevant insurance information, and/or refer clients to eligibility sites where these activities may occur. CONTRACTOR program services may include: health and Medi-Cal outreach, information, referral, eligibility, access assistance, case coordination and monitoring, planning, and MAA coordination activities.
5. Provide information to individuals and families about Medi-Cal services, refer individuals and families to Medi-Cal eligibility sites, and assist with access and coordinate/monitor Medi-Cal covered services.
6. Assist individuals and families with aspects of the Medi-Cal application process.
7. If necessary, accompany individuals and families to Medi-Cal covered health services.
8. Work with community and government agencies to identify and fill gaps in health and Medi-Cal services by collaborating and planning for individuals and families in need of such services.
9. Assist in implementation and oversight of MAA claims process.

COUNTY OF SANTA CRUZ

EXHIBIT H_2- HIPAA BUSINESS SERVICES ADDENDUM

COUNTY as COVERED ENTITY

This Business Associate Addendum ("Addendum") is entered into by and between the COUNTY OF SANTA CRUZ, (hereinafter referred to as "County") and CONTRACTOR (hereinafter referred to as "Business Associate") in order to comply with the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, governing protected health information ("PHI"), as amended from time to time (statute and regulations hereinafter collectively referred to as "HIPAA").

1. Use and Disclosure of Protected Health Information

Except as otherwise provided in this Addendum, Business Associate may use or disclose protected health information only to perform functions, activities or services for or on behalf of County, as specified in the Contract, provided that such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), (U.S.C. 1320d et seq.), and its implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, hereinafter referred to as the Privacy Rule. The uses and disclosures of PHI may not exceed the limitations applicable to County under the regulations except as authorized for management, administrative or legal responsibilities of Business Associate.

2. Further Disclosure of PHI

Business Associate shall not use or further disclose PHI other than as permitted or required by this Addendum, or as required by law.

3. Safeguarding PHI

Business Associate, as required by HIPAA Security Rule, 45 Code of Federal Regulations sections 164.308-312, shall implement appropriate administrative, physical, and technical safeguards to prevent the use or disclosure of PHI other than as provided for by this Addendum.

4. Unauthorized Use or Disclosure of PHI

Business Associate shall report to County any use or disclosure of the PHI not provided for by this Addendum or otherwise in violation or breach of the Privacy Rule. Business Associate shall mitigate to the extent practicable any harmful effect that is known to Business Associate of a breach of PHI by Business Associate in violation of this Addendum. As required under the Health Information Technology for Economic and Clinical Health Act (HITECH Act), 45 Code of Federal Regulations sections 164.410-414, Business Associate shall report to County within twenty-four hours of discovery by Business Associate that PHI has been used or disclosed other than as provided for in this Addendum.

Breach means the acquisition, access, use, or disclosure of protected health information in a manner not permitted which compromises the security or privacy of the PHI.

4.1 Restrictions On Reproductive Health Care Information

Business Associate shall not share or disclose any data potentially related to reproductive health care in contradiction with the HIPAA Final Rule and California Civil Code. This shall apply to Business Associate's subcontractors/consultants. Business Associate shall ensure that all contracts for services relating to this Contract include compliance with this Paragraph.

When Business Associate receives a request for PHI potentially related to reproductive health care for PHI received from, or created or received by Business Associate on behalf of County, Business Associate must obtain a signed attestation from the requestor that clearly states the requested use or disclosure is not for the prohibited purposes as described in 45 Code of Federal Regulations 164.502(a)(5)(iii)(A) where the request is for PHI for any of the following purposes:

a) Health oversight activities
b) Judicial or administrative proceedings
c) Law enforcement
d) Regarding decedents, disclosures to coroners and medical examiners

5. Termination for Cause (Material Breach)

County may terminate this Addendum if Business Associate has violated a material term of this Addendum and resolution is not possible, or if Business Associate fails to resolve a known breach within a reasonable time as determined by County.

6. Agents and Subcontractors of Business Associate

Business Associate shall ensure that any agent, including a subcontractor, to which Business Associate provides PHI received from, or created or received by Business Associate on behalf of County, shall comply with the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

7. Access to PHI

At the request of County, and in the time and manner designated by County, Business Associate shall provide access to PHI in a Designated Record Set to an Individual or County to meet the requirements of 45 Code of Federal Regulations section 164.524.

8. Amendments to Designated Record Sets

Business Associate shall make any amendment(s) to PHI in a Designated Record Set that County directs or at the request of the Individual, and in the time and manner designated by County in accordance with 45 Code of Federal Regulations Section 164.526.

9. Documentation of Uses and Disclosures

Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.

10. Accounting of Disclosure

Business Associate shall provide to County or an Individual, in the time and manner designated by County, information collected in accordance with 45 Code of Federal Regulations section 164.528, to permit County to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.

11. Records Available to County and Secretary

Business Associate shall make available records related to the use, disclosure, and privacy protection of PHI received from County, or created or received by Business Associate on behalf of County, to County or to the Secretary of the United State Department of Health and Human Services for purposes of investigating or auditing County's compliance with the privacy requirements, in the time and manner designated by County or the Secretary.

12. Destruction of PHI

Upon termination of this Addendum for any reason, Business Associate shall:

a) Return all PHI received from County, or created or received by Business Associate on behalf of County required to be retained by the Privacy Rule; or
b) Return or destroy all other PHI received from County, or created or received by Business Associate on behalf of County.

This provision shall apply to PHI in possession of subcontractors or agents of Business Associate. Business Associate, its agents or subcontractors shall retain no copies of the PHI.

In the event Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide County notification of the conditions that make return or destruction not feasible. If County agrees that the return of the PHI is not feasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further use and disclosures of such PHI for so long as Business Associate, or any of its agents or subcontractors, maintains such PHI.

13. Amendments to Addendum

The Parties agree to take such action as is necessary to amend this Addendum as necessary for County to comply with the requirements of the Privacy Rule and its implementing regulations.

14. Mitigation of Disallowed Uses and Disclosures

Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a breach of use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum or the Privacy Rule.

15. Data Aggregation

Business Associate may provide data aggregation services related to the health care operation of County.

16. Termination of Contracts

County shall terminate this contract upon knowledge of a material breach by Business Associate which Business Associate fails to cure.

17. Assistance in Litigation or Administrative Proceedings

Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Addendum, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its employees or officers based upon a claimed violation of HIPAA, the HIPAA regulations, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

18. No Third-Party Beneficiaries

Nothing expressed or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than County or Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

19. Regulatory References

A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.

20. Survival

The respective rights and obligations of Business Associate under Section 11 of this Addendum shall survive the termination or expiration of this Addendum.

21. Generative Artificial Intelligence (GenAI) Technology Use And Reporting

a) Business Associate shall not include or make available in their services or any work carried out under this Contract any GenAI technology, including GenAI from third parties

or subcontractors, as GenAI technology can materially impact functionality, risk, or contract performance,

b) If Business Associate discovers any GenAI technology (including from third parties) has been used or made available in work or deliverables during the term of this Contract, Business Associate shall notify County in writing immediately.

c) Business Associate failure to disclose GenAI and/or failure to submit reporting to County in compliance with this Paragraph may be a material breach of the Contract, as determined in County's sole discretion, and County may consider such failure as grounds for the immediate termination of this Contract. County is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

d) County reserves the right to amend the Contract, without additional cost, to incorporate additional GenAI Special Provisions at its sole discretion and/or terminate any contract that presents an unacceptable level of risk.

e) This section shall apply to Business Associate's subcontractors/consultants. Business Associate shall ensure that all contracts for services include compliance with this Paragraph.

COUNTY OF SANTA CRUZ
EXHIBIT X – REVISIONS TO EXHIBITS; ADDITIONAL TERMS AND PROVISIONS

1. INSURANCE WAIVERS

The following Insurance coverages are waived if marked below and as approved by the COUNTY's Risk Manager:

		Waived
a.	Worker's Compensation	☐
b.	Automobile Liability	☐
c.	Comprehensive or Commercial General Liability	☐
d.	Professional Liability	☐
e.	Cyber Liability	☐

2. INSURANCE REDUCTIONS

The insurance coverage minimum amounts required in Exhibit C, Paragraph 3.A. are reduced if marked below with the stated Revised Amount as approved by the COUNTY's Risk Manager:

		Reduced	Revised Amount
a.	Worker's Compensation	☐	
b.	Automobile Liability	☐	
c.	Comprehensive or Commercial General Liability	☐	
d.	Professional Liability	☐	
e.	Cyber Liability	☐	

3. LIVING WAGE

This Contract is subject to the Living Wage provisions of the Santa Cruz County Code Chapter 2.122, as detailed in Exhibit C, Paragraph 10, if initialed by COUNTY here:_____

4. FINANCIAL REPORTING

COUNTY waives Financial Reporting requirements of Exhibit C, Paragraph 12.B., if initialed by COUNTY here: _____

5. OTHER REVISIONS TO STANDARD LANGUAGE IN EXHIBITS

☒ Attachment X-1 sets forth changes to terms and conditions contained in other Exhibits to this Contract. These changed terms and conditions supersede and modify the language contained in those Exhibits, as specified.

6. ADDITIONAL TERMS AND PROVISIONS

☒ Attachment X-2 contains additional terms and provisions that are applicable to this Contract.

COUNTY OF SANTA CRUZ

ATTACHMENT X-1 – Other Revisions to Standard Language in Exhibits

The language contained in the referenced Exhibits below is modified as follows:

1. EXHIBIT B2 - ADDITIONAL PAYMENT, BUDGET, AND FISCAL PROVISIONS (SUBSTANCE USE DISORDER SERVICES) is hereby revised as follows:

   A. Replace Paragraph 7.C. with the following:

   C. Advance Payment for Services:

   1. Conditions: When a Non-profit, community-based organization granted tax-exempt status under Internal Revenue Code Section 501 requires payment advances for services, CONTRACTOR assures COUNTY that an advance is necessary in order to maintain program integrity. Evidence of such shall be retained in the department files. CONTRACTOR will not use advances to provide working capital for non-County programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.

   2. Amounts: When advances for services are requested by CONTRACTOR under this Contract, COUNTY agrees to provide CONTRACTOR with a one-time advance for the forthcoming fiscal year in an amount equal to 2/12th of the new year total Contract amount or 2/12th of the prior year total Contract amount, whichever is less. The proposed new year amount shall not exceed the value shown in the COUNTY's CAL as approved by the COUNTY's Board of Supervisors during the final day of budget hearings, typically at the end of June. The objective of the advance is to provide working capital for local non-profits for the provision of services contracted. Upon execution of a renewed Contract for the forthcoming year, CONTRACTOR will invoice in arrears for actual services provided starting with the month of July. Reconciliation of actual costs and/or units of service provided against the advance payment will start at the latest with the service month of April forward and will be subject to payment adjustment. Invoices for the months of April, May, and June may be reduced for CONTRACTOR to repay COUNTY any unearned amount of the Advance payment.

   3. Performance Review Limitations:
      a. Overview: If COUNTY makes advance payments or fixed payments to CONTRACTOR for services under terms of this Contract, COUNTY

will review CONTRACTOR's performance progress with the intent to reduce payments in proportion to the value of services falling behind Contract expectations. COUNTY shall review CONTRACTOR's progress on an "as needed" basis but not less than twice each fiscal year, typically in February and again in April.

b. Defined Performance Expectations: The Budget Grid of Exhibit B of this Contract will specify the type of payment modality for each type of service (program component) delivered by CONTRACTOR. Each program component shall be identified on the Budget Grid as Reimbursement Type COST, FFS RATE, or RATE. For performance review purposes, the following percentages of completion are expected for each program component under the following Reimbursement Types:

    1. COST incur a minimum of 90% of budgeted expenditures; and
    2. FFS RATE/RATE provide a minimum of 95% of budgeted total units of service

c. Method: COUNTY performance reviews shall compare the Net Contract Amount value of (a) fiscal year-to-date total units of service provided by CONTRACTOR and/or fiscal year-to-date costs incurred by CONTRACTOR, to (b) prorated budget data. Year-to-date units shall be based on data entered into the COUNTY's management information system, and year-to-date costs shall be based on CONTRACTOR expenditure reports. Prorated budget data shall be based upon the Budget Grid for corresponding year-to-date period of time applied by expected percentages of completion as identified in paragraph 3.b. of this Section. COUNTY's review will compare CONTRACTOR's performance prorated budget for each program component. If the Net Contract Amount value of performance measured in aggregate for each Budget Grid is at or above the prorated budget including estimated Budget Transfer amounts agreed upon in writing between CONTRACTOR and COUNTY, then COUNTY will make full payment on the next monthly claim submitted by CONTRACTOR and, as applicable, restore previous reductions. If the Net Contract Amount value of performance measured in aggregate for each Budget Grid is below the prorated budget, COUNTY will reduce the next monthly claim submitted by CONTRACTOR. This reduction shall be equal to the dollar value of the performance shortage through the end of the month for which the claim is being evaluated, and, if applicable, include adjustment from previous review reductions.

Unreconciled units of service will be addressed in subsequent invoices, subsequent reviews, and year-end reconciliation.

d. Client Fees and Other Revenue: All clients, except those receiving treatment through DMC-ODS funds, may be charged a fee by CONTRACTOR for services provided hereunder which will depend on their individual circumstances. This fee shall be based upon the client's ability to pay for services but shall not be in excess of CONTRACTOR's unit costs of providing said services if CONTRACTOR is reimbursed under fee for service. No Santa Cruz County resident client shall be denied services because of inability to pay without prior COUNTY consultation. CONTRACTOR may waive client fees as needed. CONTRACTOR shall submit a client fee schedule to COUNTY for approval. The client fee schedule shall be submitted to sudsadmin@santacruzcountyca.gov on an annual basis, or as updated by CONTRACTOR. All fees collected from, or on behalf of clients shall be used to reduce the amount payable by COUNTY under this Contract. Revenue in the form of client fees and other revenue collected by CONTRACTOR as a result of providing services under this Contract shall be used by CONTRACTOR to support the cost of the total gross program, unless specified otherwise in this Contract. All revenue collected by CONTRACTOR under this Contract shall be reported, on a cash basis, in CONTRACTOR's claim to COUNTY, excluding revenue acquired through fund raising activities or charitable donation.

COUNTY OF SANTA CRUZ

ATTACHMENT X-2 Additional Terms and Provisions

1. CONTRACTOR shall comply with all of COUNTY's obligations stated in the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG) State Fiscal Years 2026-27 and 2027-28 Program Specifications which are stated in the following pages.

2. CONTRACTOR shall comply with all of COUNTY's obligations stated in the Board of State and Community Corrections (BSCC) Proposition 47 Grant, Cohort IV State Fiscal Years 2024-2028 Program Specifications which are stated in the following pages.

Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG) Program Specifications

State Fiscal Years 2026-27 and 2027-28 (Rev. 4/26)

I. Services

1. Formation and Purpose

Pursuant to United States Code (USC), Title 42, section 300x et seq., the State of California has been awarded the federal Substance Use Prevention, Treatment, and Recovery Services Block Grant funds (SUPTRS, also known as SUBG).

The County shall submit its County Application responses and required documentation specified in the Department of Health Care Services (DHCS) County Application to receive SUBG funding. The County shall complete its County Application responses in accordance with the instructions, enclosures, and attachments. Revision of existing or incorporation of new instructions, enclosures, and attachments into this Agreement shall not require a formal amendment of the County's performance contract.

If the County applies for and DHCS approves its request to receive SUBG funds, the County Application, County's Application responses and required documentation, and DHCS' approval, constitute provisions of this Agreement and are incorporated by reference to the County's performance contract, as required and defined by Welfare and Institutions Code (WIC) sections 5650, subd. (a), 5651, 5897, and California Code of Regulations (CCR), Title 9, section 3310. The County shall comply with all provisions of the County Application and the County's Application responses.

A. Control Requirements

1. Performance under the terms of this Enclosure is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol SUBG allocation pursuant to Health and Safety Code (HSC) Sections 11814(a) and (b), the County shall: (i) establish, and shall require its subcontractors to establish, written policies and procedures consistent with the control requirements set forth below; (ii) monitor for compliance with the written procedures; and (iii) be accountable for audit exceptions taken by DHCS against the County and its subcontractors for any failure to comply with these requirements:

a. California Health and Safety Code (HSC) Division 10.5, Part 2, Chapter 1, Article 1, commencing with Section 11760, State Government's Role to Alleviate Problems Related to the Inappropriate Use of Alcoholic Beverages and Other

Drug Use.

b. HSC Division 10.5, Part 2, Chapter 7.1 Certification of Alcohol and Other Drug Programs commencing with Section 11832.

c. California Code of Regulations (CCR), Title 9, Division 4 (herein referred to as Title 9).

d. Government Code (GC), Title 2, Division 4, Part 2, Chapter 2, Article 1.7, Federal Block Grant Funds.

e. GC, Title 5, Division 2, Part 1, Chapter 1, Article 7, Section 53130 et. seq. Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies.

f. United State Code (USC), Title 42, Chapter 6A, Subchapter XVII, Part B, Subpart II, Section 300x-21 et. seq., Block Grants for Prevention and Treatment of Substance Use.

g. Code of Federal Regulations (CFR), Title 21, Chapter II, Drug Enforcement Administration, Department of Justice.

h. Title 42, CFR, Part 2, Confidentiality of Substance Use Disorder Patient Records.

i. Title 42, CFR, Part 8, Medication Assisted Treatment for Opioid Use Disorders.

j. Title 45, CFR Part 96, Block Grants.

k. Title 2, CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

l. Title 2, CFR Part 300, HHS Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

m. State Administrative Manual (SAM), Chapter 7200, General Outline of Procedures.

County shall be familiar with the above laws, regulations, and guidelines and shall assure that its subcontractors are also familiar with such requirements.

2. The provisions of this Enclosure are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Agreement.

3. The County shall adhere to the applicable provisions of Title 45, CFR, Part 96, and Title 2, CFR, Part 200, and Part 300 in the expenditure of SUBG funds.

4. The County and all its subcontractors that provide outpatient Substance Use Disorder (SUD) treatment services shall obtain and maintain Alcohol and Other Drug (AOD) Program Certification through DHCS' Licensing and Certification Division. This requirement has been set forth in accordance with a 2025 update to Cal. Health & Safety Code sections 11832 and 11832.3 for all outpatient SUD treatment programs that provide SUD treatment services. Certifications are valid for a period of two years.
5. The County and all its subcontractors shall comply with the AOD Program Certification Standards for all outpatient SUD treatment programs.

2. General Provisions

A. Restrictions on Salaries

The County agrees that no part of any federal funds provided under this Agreement shall be used by the County or its subcontractors to pay the salary and wages of an individual at a rate in excess of Level II of the U.S. Office of Personnel Management's Executive Schedule.

B. Prevention Set-Aside

The SUBG regulation defines "Primary Prevention Programs" as those programs "directed at individuals who have not been determined to require treatment for substance abuse" (45 CFR 96.121), and "a comprehensive prevention program which includes a broad array of prevention strategies directed at individuals not identified to be in need of treatment" (45 CFR 96.125). Primary prevention includes strategies, programs, and initiatives which reduce both direct and indirect adverse personal, social, health, and economic consequences resulting from problematic AOD availability, manufacture, distribution, promotion, sales, and use. The desired result of primary prevention is to promote safe and healthy behaviors and environments for individuals, families, and communities. The County shall expend not less than its allocated amount of the SUBG Primary Prevention Set-Aside funds on primary prevention activities as described in the SUBG requirements (45 CFR 96.125).

C. Perinatal Practice Guidelines

The County shall comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines.

The County shall comply with the current version of these guidelines until new Perinatal Practice Guidelines are established and adopted. The County must adhere to the Perinatal Practice Guidelines, regardless of whether the County exchanges perinatal funds for additional discretionary funds.

D. Funds identified in this Agreement shall be used exclusively for County AOD program services to the extent activities meet the requirements for receipt of federal block grant funds for prevention and treatment of substance use described in subchapter XVII of Chapter 6A of Title 42, the USC.

E. Room and Board for Transitional Housing, Recovery Residences, and Drug Medi-Cal Organized Delivery System (DMC-ODS) Residential Treatment

   The County may use SUBG discretionary funds, or SUBG perinatal funds (for perinatal beneficiaries only), to cover the cost of room and board of residents in short term (up to 24 months) transitional housing and recovery residences

F. SUBG discretionary funds, or SUBG perinatal funds (for perinatal beneficiaries only), may also be used to cover the cost of room and board of residents in DMC-ODS residential treatment facilities. For specific guidelines on the use of SUBG funds for room and board, please refer to the SUBG Policy Manual.

G. Cost-Sharing Assistance

   1. Definition

      "Cost-sharing" means the share of costs paid out of pocket by an individual. Block grant funds may be used to cover health insurance deductibles, coinsurance, and copayments, or similar charges to assist eligible individuals in meeting their cost-sharing responsibilities. Cost-sharing assistance does not include premiums, balance billing amounts for non-network providers, or the cost of non-covered services.

   2. Cost-Sharing Assistance Procedures and Policies

      a. Cost-sharing assistance for private health insurance with SUBG may only be used with a DHCS-approved SUBG County Application.

      b. To utilize cost-sharing assistance, providers must be a subrecipient of block grant funds, and cost-sharing must be a block grant authorized service.

      c. Providers must have policies and procedures for cost-sharing assistance for private health insurance, to include how individuals will be identified as eligible, how cost-sharing will be calculated, and how funding for cost-sharing will be managed and monitored.

      d. Mechanisms must be in place to verify insurance coverage and applicable deductibles or coinsurance, or

copayment parameters and amounts applicable to that policy, before insurance participation.

e. Cost-sharing assistance must be authorized in the networks' provider contract for helping individual clients pay for cost-sharing for SUBG authorized services, if appropriate and cost effective.

f. Providers shall take into consideration the availability of other sources of funding for medical coverage [e.g., Medi-Cal, Children's Health Insurance Program (CHIP), workers compensation, Social Security Income (SSI), Medicare, and Veterans Affairs (VA)] and cost-sharing assistance when determining how to operationalize a cost-sharing assistance program.

g. Providers must have the ability to determine the cost-sharing amounts for deductibles, coinsurance, and copayments to assist eligible clients in meeting their cost-sharing responsibilities under a health insurance or benefits program.

h. Payments are to be made directly to the provider of service. It is prohibited to make cash payments to intended recipients of health services.

i. Providers must be able to determine if the individual is eligible for cost-sharing assistance and the allowable amount.

j. Facilities providing SUD services to individuals seeking SUBG-funded cost-sharing support must maintain a contract with county. All reimbursements to the provider are to be based on the standard contracted rate with that facility, not the rate reimbursed to the provider from the insurance carrier.

3. Individual Financial Eligibility

   a. Document the evidence that an individual's gross monthly household income is at or below 138% of the Federal Poverty Level (FPL) Guidelines.

   b. Conduct an inquiry regarding each individual's continued financial eligibility no less than once each month.

   c. Document the evidence of each financial screening in individual's records.

4. Individual Cost-Sharing Allowable Amount

a. Individual's insurance deductible for block grant authorized services is allowable only when the provider is able to determine the balance of the deductible owed. The provider may request the individual contact their insurer upon check-in to confirm the deductible amount owed. Payments for an insured client are applied to the actual cost of treatment, up to, but not to exceed the amount of the deductible obligation or the treatment provided, whichever is less.

   Payment towards a deductible cannot be paid outside of the direct payment for treatment nor exceed the cost of treatment provided.

b. Individual's coinsurance for block grant authorized services is allowable only when the provider is able to verify the coinsurance amount.

c. Individual's insurance copayment for block grant authorized services is allowable only when the provider is able to determine the copayment amount. The amount of the copayment shall not exceed the total cost of behavioral health service.

d. Providers must document the evidence of each deductible, coinsurance, and copayment amount in an individual's records.

e. Insurance deductibles are generally applicable to the calendar year. The potential exists for an individual to seek financial assistance from SUBG funds for deductibles applicable to two separate insurance periods during a fiscal period. All the above requirements apply to lending support for multiple requests of assistance in a fiscal period.

5. Monitoring

   a. Counties will perform oversight of contracted providers to ensure compliance with the terms set forth in this Enclosure. Additionally, counties shall submit an annual report at the end of each state fiscal year in conjunction with the final quarterly invoice, which shall contain the following information:

      i. A list of contracted providers who have received cost-sharing funds;

      ii. The number of individuals provided cost-sharing assistance; and

      iii. The total dollars paid for cost sharing.

b. DHCS will monitor the Counties' corresponding policy and cost-sharing records in respect to contracted provider monitoring with the appropriate recommendations, findings, or corrective action required in performance improvement projects.

H. Restrictions on Use of SUBG Funds to Pay for Services Reimbursable by Medi-Cal

1. The County shall not utilize SUBG funds to pay for a service that is reimbursable by Medi-Cal.
2. The County may utilize SUBG funds to pay for a service included in the California State Plan or DMC-ODS, but which is not reimbursable by Medi-Cal.
3. If the County utilizes SUBG funds to pay for a service that is included in the California State Plan or DMC-ODS, the County shall maintain documentation sufficient to demonstrate that Medi-Cal reimbursement was not available.

3. Performance Provisions

A. Monitoring

1. The County's performance under the Performance Contract and the SUBG County Application shall be monitored by DHCS during the term of the Performance Contract. Monitoring criteria shall include, but not be limited to:
   a. Whether the quantity of work or services being performed conforms to Enclosures 1, 2, 3, and 4.
   b. Whether the County has established and is appropriately monitoring quality standards.
   c. Whether the County is abiding by all the terms and requirements of this Agreement.
   d. Whether the County is abiding by the terms of the Perinatal Practice Guidelines.
   e. Whether the County conducted annual onsite monitoring reviews of services and subcontracted services for programmatic and fiscal requirements. The County shall submit a copy of its monitoring and audit reports to DHCS within two weeks of issuance. Reports shall be sent via MOVEit Secure Managed File Transfer system specified by DHCS.
2. Failure to comply with the above provisions shall constitute grounds for DHCS to suspend or recover payments, subject to

the County's right of appeal, or may result in termination of the Agreement, or both.

B. Performance Requirements

1. The County shall provide services based on funding set forth in this application and under the terms of this agreement.

    a. The County will expend the grant only for the purpose of planning, carrying out, and evaluating activities to prevent, treat, and provide Recovery Support Services (RSS) for SUD, and for related activities authorized in the statute (42 U.S.C. §300x21, (b). Examples include:

    b. SUD Treatment, including:

        1. Outpatient, intensive outpatient, and residential (non-hospital) treatment
        2. Medications for Addiction Treatment
        3. Services for:
            a. Pregnant women and women with dependent children
            b. Persons who inject drugs
            c. Individuals with co-occurring mental health and SUD
            d. Persons experiencing homelessness
        4. Tuberculosis (TB) screening and services for individuals in SUD treatment
        5. Risk reduction activities, including the purchase and distribution of opioid overdose reversal kits and drug checking technologies

    c. RSS, including:

        1. Peer services, including:
            a. Peer-to-peer support,
            b. Peer-led groups,
            c. Peer-led educational workshops or events,
            d. Peer-led trainings or certification activities;
        2. Employment, education, and housing supports linked to recovery, including:
            a. Recovery housing,

b. Supportive Employment Services (SES),
c. Recovery Friendly Workplace (RFW) initiatives;

3. RSS childcare and family caregiver fees;
4. RSS transportation;
5. Social inclusion activities, including Recovery Community Organization (RCO) and Recovery Community Center (RCC) activities;
6. Recovery-focused health and wellness events or activities;
7. Culturally-based recovery practices;
8. Creative or expressive arts recovery activities;
9. Other approved RSS events or activities, in consultation with the SUBG program officer.

d. Capacity Building and Systems Development, including:

1. Information systems and reporting infrastructure;
2. Workforce training and professional development;
3. Needs assessments and planning;
4. Quality assurance and independent peer review;
5. Evaluation and performance measurement;
6. Infrastructure supporting prevention, treatment, and recovery systems.

e. Administrative Costs: Capacity Building and Systems Development, including:

1. Administrative Costs are permissible up to 5% of the county's SUBG allocation.

f. For additional information, review the FY26-27 State Block Grant Application Guide and the FY26-27 SUBG Reporting Section.

g. Questions about allowable activities must be directed to SUBG@dhcs.ca.gov.

2. The County shall provide services to all eligible persons in accordance with state and federal statutes and regulations. The County shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:

a. Lack of educational materials or other resources for the provision of services.
b. Geographic isolation and transportation needs of persons seeking services or remoteness of services.
c. Institutional and cultural barriers.
d. Language differences.
e. Lack of service advocates.
f. Failure to survey or otherwise identify the barriers to service accessibility.
g. Needs of persons with a disability.

3. The County shall comply with any additional requirements of the documents that have been incorporated herein by reference, including, but not limited to, those on the list of Documents Incorporated by Reference in Enclosures 3 and 4.
4. The funds described in this Enclosure shall be used exclusively for AOD program services.
5. DHCS shall issue a report to the County after conducting monitoring, utilization, or auditing reviews of the county or county subcontracted providers. When the DHCS report identifies non-compliant services or processes, it shall require a Corrective Action Plan (CAP). The County, in coordination with its subcontracted provider, shall submit a CAP to DHCS within the designated timeframe specified by DHCS. The CAP shall be sent by secure, encrypted e-mail to SUBGCompliance@dhcs.ca.gov.
6. The CAP shall:
    a. Restate each deficiency.
    b. List all of actions to be taken to correct each deficiency.
    c. Identify the date by which each deficiency shall be corrected.
    d. Identify the individual who will be responsible for correction and ongoing compliance.
7. DHCS will provide written approval of the CAP to the County within 30 calendar days. If DHCS does not approve the CAP submitted by the County, DHCS will provide guidance on the deficient areas and request an updated CAP from the County with a new deadline for submission.
8. If the County does not submit a CAP or does not implement the approved CAP provisions within the designated timeline, DHCS may withhold funds until the County is in compliance. DHCS shall

inform the County when funds will be withheld.

C. Sub-recipient Pre-Award Risk Assessment

The County shall comply with the sub-recipient pre-award risk assessment requirements contained in 2 CFR 200.331-200.333 (U.S. Department of Health and Human Services (HHS) awarding agency review of risk posed by applicants). The County shall review the merit and risk associated with all potential subcontractors annually prior to making an award.

The County shall perform and document annual sub-recipient pre-award risk assessments for each subcontractor and retain documentation for audit purposes.

II. General

1. Additional 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.

2. Hatch Act

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

3. No Unlawful Use or Unlawful Use Messages Regarding Drugs

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

4. 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).

5. Debarment and Suspension

The County shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in

accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189)
and 12689 (3 CFR part 1989., p. 235), “Debarment and Suspension.” SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The County shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

If a County subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

6. Restriction on Purchase of Sterile Needles

   No SUBG funds made available through this Agreement shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. **No federal funds can be used to purchase sterile needles or syringes.**

7. Restriction on Purchase of Motor Vehicles

   No SUBG funds made available through this Agreement shall be used to purchase motor vehicles. Counties may submit a request to DHCS to use SUBG funds to lease a motor vehicle.

8. Health Insurance Portability and Accountability Act (HIPAA) of 1996

   All work performed under this Agreement is subject to HIPAA; the County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit E, DHCS and the County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit E for additional information.

   A. Trading Partner Requirements

      1. No Changes. The County hereby agrees 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 CFR 162.915 (a)).
      2. No Additions. The County hereby agrees 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 CFR 162.915 (b)).
      3. No Unauthorized Uses. The County hereby agrees 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 CFR 162.915 (c)).

4. No Changes to Meaning or Intent. The County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 CFR 162.915 (d)).

B. Concurrence for Test Modifications to HHS Transaction Standards

The County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, the County agrees that it will participate in such test modifications.

C. Adequate Testing

The County is responsible for adequately testing all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, the County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

D. Deficiencies

The County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When the County is a clearinghouse, the County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

E. 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.

F. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions 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.

9. Nondiscrimination and Institutional Safeguards for Religious Providers

   The County shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

10. Counselor Certification

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

11. Cultural and Linguistic Proficiency

    To ensure equal access to quality care, each service provider receiving funds from this Agreement shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards.

12. Intravenous Drug Use (IVDU) Treatment

    The County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

13. Tuberculosis Treatment

    The County shall ensure the following related to TB:

    A. Routinely make available TB services to individuals receiving treatment.

    B. Reduce barriers to patients accepting TB treatment.

    C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

14. Trafficking Victims Protection Act of 2000

    The County and its subcontractors that provide services covered by this Agreement shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

15. Collaboration and Consultation with Tribal Communities and Organizations

    Counties shall engage in regular and meaningful consultation and collaboration with Tribal communities and organizations for the purpose of collectively identifying and resolving issues and barriers to service access and delivery. Counties will strive for quality improvement and cultural responsiveness when serving and partnering with Tribal communities and organizations. Counties should also include Tribal communities and organizations in local planning and evaluation

efforts and on county service advisory boards.

16. Marijuana Restriction

    Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Agency and under a U.S. Food and Drug Administration-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

17. Participation of County Behavioral Health Directors Association of California The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Directors Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD services. The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Directors Association of California.

18. Adolescent Best Practices Guidelines

    The County must utilize the Adolescent SUD Best Practice Guidelines in developing and implementing youth treatment programs funded under this Enclosure.

19. Byrd Anti-Lobbying Amendment (31 USC 1352)

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

20. Nondiscrimination in Employment and Services

    The County certifies that under the laws of the United States and the State of California, the County will not unlawfully discriminate against any person.

21. Federal Law Requirements

A. 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.

B. 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.

C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

D. Age Discrimination in Employment Act (29 CFR Part 1625).

E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

F. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

H. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

I. 42 USC 2000(e) et seq. and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

L. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

22. State Law Requirements

A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

C. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

D. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be

used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

23. Additional Restrictions

    A. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

    B. This Agreement 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.

24. Information Access for Individuals with Limited English Proficiency

    A. The County 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.

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

25. Subcontract Provisions

    The County shall include all of the foregoing Part II general provisions in all of its subcontracts. These requirements must be included verbatim in contracts with subrecipients and not through documents incorporated by reference.

III. Reporting Requirements

The County agrees that DHCS has the right to withhold payments until the County has submitted any required data and reports to DHCS.

1. The County shall complete the following:

    A. SUBG Invoice

    DHCS will distribute updated SUBG Invoice Templates, instructions and tools to counties via email at least 30 days prior to the end of each quarter throughout the state fiscal year (SFY). The County shall complete the SUBG Invoice accurately reflecting the County's actual expenditures during the quarter identified on the template, sign the certification, and submit both an Excel and a PDF version of the signed SUBG Invoice to DHCS at FGBFiscal@dhcs.ca.gov. The County shall submit a SUBG Invoice no later than 45 days after the end of each quarter.

    B. SUBG Quarterly Ledger Detail

DHCS will distribute updated SUBG General Ledger Templates, instructions, and tools to counties via email at least 30 days prior to the end of each quarter throughout the SFY. The County shall complete the SUBG General Ledger Template accurately, providing the requested information to support the SUBG Invoice totals, and submit an Excel version of the SUBG General Ledger to DHCS at FGBFiscal@dhcs.ca.gov. The County shall submit a SUBG General Ledger no later than 45 days after the end of each quarter.

C. SUBG-Funded Services Quarterly Report

DHCS will distribute an online data reporting form and instructions to counties via email each quarter. The County shall complete the SUBG-Funded Services Quarterly Report by the deadline indicated in email communications. Additional questions or requests for technical assistance may be submitted to SUBG@dhcs.ca.gov.

D. Federal Financial Accountability and Transparency Act (FFATA) Reporting

DHCS will facilitate FFATA reporting on SUBG awards within the prescribed timeframe and in alignment with federal requirements. Counties are expected to respond to this annual data request timely and accurately.

E. Any additional data requests

DHCS may request additional data from counties to comply with data reporting requests from the Substance Abuse and Mental Health Services Administration (SAMHSA) or for other purposes. The County must submit any data requests made by DHCS timely and accurately.

2. California Outcomes Measurement System for Treatment (CalOMS-Tx) The CalOMS-Tx business rules and requirements are:

A. The County must internally comply with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data or contract with a software vendor that does. If applicable, a Business Associate Agreement (BAA) shall be established between the County and the software vendor, and the BAA shall state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.

B. The County must conduct information technology (IT) systems testing and pass CalOMS-Tx Staging environment before commencing submission of CalOMS-Tx data. If the County subcontracts with a vendor for IT services, the County is responsible for ensuring that the subcontracted IT system is tested and passes data validations before submitting CalOMS-Tx data. If the County changes or modifies their electronic health record system, then the County must re-test their data prior to submitting data from the new or

modified system.

C. Electronic submission of CalOMS-Tx data must be submitted by the County within 45 days from the end of the last day of the report month.

D. The County must comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide and all prior Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection. The CalOMS-TX manuals and resources can be accessed by authorized users by visiting the Behavioral Health Information Systems web portal.

E. The County must submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and "provider no activity" report records in an electronic format approved by DHCS.

F. The County must comply with the CalOMS-Tx Data Compliance Standards established by DHCS for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method. The CalOMS-Tx manuals and resources can be accessed by authorized users by visiting the Behavioral Health Information Systems.

G. The County must participate in CalOMS-Tx informational meetings, trainings, and conference calls. County staff responsible for CalOMS-Tx data entry must have sufficient knowledge of the CalOMS-Tx Data Quality Standards. All new CalOMS-Tx users, whether employed by the County or its subcontractors, shall participate in CalOMS-Tx trainings prior to inputting data into the system.

H. The County must implement and maintain a system that complies with the CalOMS-Tx data collection system requirement for electronic submission of CalOMS-Tx data.

I. The County must meet the requirements as identified in Exhibit E, Privacy and Information Security Provisions.

3. Primary Prevention Data Collection

Primary Prevention Data Collection rules and requirements are:

A. All users of the DHCS Primary Prevention Data Collection service, whether employed by the County or its subcontractors, must adhere to the DHCS Data Quality Standards (DQS), incorporated by reference.

B. Counties and providers must maintain a tracker detailing the training activities of all persons responsible for providing primary prevention services and/or entering data, including, but not limited to, staff names, titles of trainings, and completion dates.

C. All new prevention coordinators are required to attend an onboarding introductory meeting with their designated DHCS prevention analyst.

4. System Failures and County Obligations Regarding CalOMS-Tx and Primary Prevention Data Collection Reporting Requirements

   A. If the County experiences system or service failure or other extraordinary circumstances of CalOMS-Tx, the County must report the problem in writing by secure, encrypted e-mail to DHCS at: DATAR-CalOMSProgramSupport@dhcs.ca.gov.

   B. If the County is unable to submit CalOMS-Tx data due to system or service failure or other extraordinary circumstance, a written notice shall be submitted prior to the data submission deadline at: DATAR-CalOMSProgramSupport@dhcs.ca.gov. The written notice shall include a remediation plan that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at the State's sole discretion, for the county to resolve the problem before SUBG payments are withheld pursuant to 2 CFR Section 200.339 and HSC Section 11817.8.

   C. If the County experiences system or service failure or other extraordinary circumstances with Primary Prevention Data Collection, the County must report the problem to DHCSPrimaryPvServices@dhcs.ca.gov.

   D. If the County is unable to submit primary prevention data due to system or service failure or other extraordinary circumstances, a written notice shall be submitted to the assigned DHCS Prevention Analyst prior to the data submission deadline and must identify the proposed new due date.

   E. If DHCS experiences system or service failure, no penalties will be assessed to the county for late data submission.

   F. The County shall comply with the treatment and prevention data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding SUBG funds.

   G. If the County submits data after the established deadlines, due to a delay or problem, the County is still responsible for collecting and reporting data from time of delay or problem.

5. Drug and Alcohol Treatment Access Report

   (DATAR) The DATAR business rules and

   requirements are:

   A. The County must be responsible for ensuring that the county-operated treatment services and all treatment providers, with whom the County makes a contract or otherwise pays for the services, submit a monthly DATAR in an electronic copy format as provided by DHCS.

B. The County shall ensure that all DATAR reports are submitted by county-operated treatment services and by each subcontracted treatment provider to DHCS by the 10th of the month following the report activity month.

C. The County must ensure that all applicable providers are enrolled in DHCS' web-based DATAR program for submission of data, accessible on the DHCS website when executing the subcontract.

D. If the County or its subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to submit a timely monthly DATAR or meet data compliance requirements, the County shall report the problem in writing by secure, encrypted e-mail to DHCS at: DATAR-CalOMSProgramSupport@dhcs.ca.gov before the established data submission deadlines. The written notice shall include a CAP that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at DHCS' sole discretion, for the County to resolve the problem before SUBG payments are withheld pursuant to 2 CFR Section 200.339 and HSC Section 11817.8.

E. If DHCS experiences system or service failure, no penalties will be assessed to county for late data submission.

F. The County shall be considered compliant if a minimum of 95 percent of required DATAR reports from the county's treatment providers are received by the due date.

6. Charitable Choice

The County shall document the total number of referrals necessitated by religious objection to other alternative SUD providers pursuant to 42 CFR Part 54. The County shall annually submit this information to DHCS by e-mail at CharitableChoice@dhcs.ca.gov by October 1st. The annual submission shall contain all substantive information required by DHCS and be formatted in a manner prescribed by DHCS, as outlined below.

SUBG subrecipients are required to:

A. Identify religious organizations that provide substance use disorder services;

B. Incorporate the applicable requirements pursuant to 42 CFR Part 54 into county/provider contracts, including a notice to clients;

C. Monitor religious providers for compliance; and

D. Establish a referral process, to a reasonably accessible program, for clients who may object to the religious nature of the program. Such process must include a notice to the county and the funding of alternative services.

7. Master Provider File (MPF)

   The MPF data systems retain SUD provider records for each California county. The MPF Team assists California counties in the management of their SUD provider record information. Current and accurate SUD provider records ensure successful submissions for DMC claims, monthly CalOMS-Tx submissions, monthly DATAR submissions, monthly primary prevention data submissions, and annual fiscal Cost Reports.

   The MPF Team will send each county a monthly MPF Report that identifies each county operated or subcontracted SUD provider. All entities receiving public funding must be included on the MPF. Counties are responsible for reviewing the monthly report for accuracy and providing the MPF Team with updates as needed. All updates to existing SUD provider records, or notification of contracts with new SUD providers, must be submitted in writing using the appropriate MPF Forms.

   Completed forms are emailed to MPF@dhcs.ca.gov.

   The current MPF Forms can be obtained by emailing a request to MPF@dhcs.ca.gov.

   For more information, please refer to the DHCS MPF Webpage.

8. Failure to meet required reporting requirements shall result in:

   A. A Notice of Deficiency (Deficiencies) issued to the County regarding specified providers with a deadline to submit the required data and a request for a CAP to ensure timely reporting in the future. DHCS will approve or reject the CAP or request revisions to the CAP, which shall be resubmitted to the DHCS within 30 days.

   B. If the County has not ensured compliance with the data submission or CAP request within the designated timeline, then DHCS shall withhold funds until all data is submitted. DHCS shall inform the County when funds will be withheld.

MANDATORY SUBCONTRACT / MOU LANGUAGE FOR BSCC GRANTEES

Grant recipients awarded funding through the Board of State and Community Corrections (BSCC) **must** include specific language in all subcontracts/Memorandums of Understanding (MOUs) that use these monies for grant-funded project activities and expenditures. The following narrative is required, per contract with the BSCC:

Non-Discrimination Clause and Civil Rights Compliance: During the performance of this Agreement, Contractor and its subcontractor*s* shall not deny the contract'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, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provision*s* of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractor*s* 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.) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

Books and Records: Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

Access to Books and Records: Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

Project Access: Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff, and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

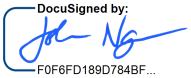
Certificate Of Completion

Envelope Id: 60565F1B-75DE-8896-82D4-7D7C2FACB725
Status: Sent
Subject: Contract 27H0100 (26-33683) 9/29/2026 BOS
Source Envelope:
Document Pages: 152
Signatures: 3
Certificate Pages: 6
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
HSA Admin Processing
701 Ocean Street
Santa Cruz, CA 95060
hsa.adminprocessing@santacruzcountyca.gov
IP Address: 63.194.190.170

Record Tracking

Status: Original
9/14/2026 2:06:00 PM
Holder: HSA Admin Processing
hsa.adminprocessing@santacruzcountyca.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: FedRamp

Signer Events	Signature	Timestamp
John Nguyen John.Nguyen@santacruzcountyca.gov Lead Assistant County County Counsel Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/12/2024 8:53:19 AM ID: cff2bd5b-d3a4-40f2-aa61-cc2de5bbd9e3	DocuSigned by:  F0F6FD189D784BF... Signature Adoption: Uploaded Signature Image Using IP Address: 71.198.230.220	Sent: 9/14/2026 2:08:44 PM Viewed: 9/14/2026 2:29:02 PM Signed: 9/14/2026 2:46:26 PM
Gina Borasi GINA.BORASI@SANTACRUZCOUNTYCA.GOV Risk Manager County of Santa Cruz Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/18/2023 9:38:58 AM ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6	Signed by:  E4EADC5BA53B4DB... Signature Adoption: Pre-selected Style Using IP Address: 63.194.190.227	Sent: 9/14/2026 2:46:29 PM Viewed: 9/15/2026 12:26:43 PM Signed: 9/15/2026 12:50:05 PM
Kim Morrison kim.morrison@encompasscs.org CFO 7/19/2023 Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/15/2026 2:01:33 PM ID: 1208e28e-10f0-4c04-b886-d7d9b3cd4035	Signed by:  DC2CFEBBA2CC464... Signature Adoption: Pre-selected Style Using IP Address: 73.253.151.59	Sent: 9/15/2026 12:50:08 PM Viewed: 9/15/2026 2:01:33 PM Signed: 9/15/2026 2:01:43 PM
Connie Moreno-Peraza Connie.Moreno-Peraza@santacruzcountyca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/3/2025 3:09:18 PM ID: ab59d6ac-aabd-45ff-95ef-3694917bd2bf		

Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Maite Arce Maite.Arce@santacruzcountyca.gov Associate Analyst County of Santa Cruz Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/29/2022 4:56:31 PM ID: 70c46901-390f-4f85-835d-95aea61b72d1		Sent: 9/15/2026 2:01:46 PM

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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Lucila Sanchez Lucila.Sanchez@santacruzcountyca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/17/2025 3:56:50 PM ID: 252b686b-e4cc-406c-bbce-3df793b6cd3b		
Ruth Hong Ruth.Hong@santacruzcountyca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/12/2023 10:28:00 AM ID: fcf1a6dd-5525-49f3-87f7-36a7a7dd5af0		
Todd Guin Todd.Guin@santacruzcountyca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/7/2022 3:04:41 PM ID: 5ede4305-f147-427a-a2e2-af0942d3b8bf		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure