

AGREEMENT

FOR SERVICES OF INDEPENDENT CONTRACTOR

BC 15-054

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and Phoenix of Santa Barbara with an address at 107 E. Micheltorena St., Santa Barbara, CA (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

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

1. DESIGNATED REPRESENTATIVE

Medical Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. John Turner at phone number 805-965-3434 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

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

To County: Director
Santa Barbara County
Alcohol, Drug, and Mental Health Services
300 N. San Antonio Road
Santa Barbara, CA 93110
FAX: 805-681-5262

To Contractor: John Turner, Executive Director
Phoenix of Santa Barbara
107 E. Micheltorena St.
Santa Barbara, CA 93101
FAX: 805-965-3797

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

AGREEMENT

3. SCOPE OF SERVICES

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

4. TERM

Contractor shall commence performance on 7/1/2014 and end performance upon completion, but no later than 6/30/2015 unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for Contractor's services, Contractor shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by County and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION

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

AGREEMENT

government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

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

10. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

AGREEMENT

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

12. NO PUBLICITY OR ENDORSEMENT

Contractor shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use County's name or logo in any manner that would give the appearance that the County is endorsing Contractor, except to acknowledge funding from County as specified in Section 13, Communication. Contractor shall not in any way contract on behalf of or in the name of County. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

13. COMMUNICATION.

Contractor shall acknowledge in any public announcement regarding the program that is the subject of this Agreement that Santa Barbara County Alcohol, Drug, and Mental Health Department provides all or some of the funding for the program.

14. COUNTY PROPERTY AND INFORMATION

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

15. RECORDS, AUDIT, AND REVIEW

Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain all records until such time that the State Department of Health Care Services completes all actions associated with the final audit, including appeals, for the fiscal year(s) covered by this Agreement, or not less than four (4) years following the termination of this Agreement, whichever is later. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Contractor shall participate in any audits and reviews, whether by County or the State, at no charge to County.

AGREEMENT

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

16. INDEMNIFICATION AND INSURANCE

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

17. NONDISCRIMINATION

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

18. NONEXCLUSIVE AGREEMENT

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

19. NON-ASSIGNMENT

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

20. TERMINATION

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

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

2. **For Nonappropriation of Funds.**

A. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make

AGREEMENT

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

- B. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
 - C. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.
3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.
- B. **By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
 - C. Upon termination, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial

AGREEMENT

information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

21. SECTION HEADINGS

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

22. SEVERABILITY

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

23. REMEDIES NOT EXCLUSIVE

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

24. TIME IS OF THE ESSENCE

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

25. NO WAIVER OF DEFAULT

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

26. ENTIRE AGREEMENT AND AMENDMENT

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

AGREEMENT

the director of Alcohol, Drug & Mental Health Services. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

27. SUCCESSORS AND ASSIGNS

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

28. COMPLIANCE WITH LAW

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

29. CALIFORNIA LAW AND JURISDICTION

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

30. EXECUTION OF COUNTERPARTS

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

31. AUTHORITY

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

32. SURVIVAL

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

33. PRECEDENCE

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

AGREEMENT

34. COMPLIANCE WITH HIPAA

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

35. COURT APPEARANCES.

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

36. PRIOR AGREEMENTS.

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

AGREEMENT

THIS AGREEMENT INCLUDES:

1. Exhibit A
 1. EXHIBIT A – Statement of Work – ADP
 2. EXHIBIT A – Statement of Work – MH
 3. ATTACHMENT A – Santa Barbara County Mental Health Plan, Quality Management Standards
 4. ATTACHMENT D – Organizational Service Provider Site Certification
 5. ATTACHMENT E – Program Goals, Outcomes, and Measures
2. Exhibit B
 1. EXHIBIT B – Financial Provisions – ADP
 2. EXHIBIT B – Financial Provisions – MH
 3. EXHIBIT B-1 – Schedule of Rates and Contract Maximum – ADP
 4. EXHIBIT B-1 – Schedule of Rates and Contract Maximum – MH
 5. EXHIBIT B-2 – Contractor Budget
 6. EXHIBIT B-3 – ADP Sliding Fee Scale
3. EXHIBIT C – Standard Indemnification and Insurance Provisions

AGREEMENT

Agreement for Services of Independent Contractor between the County of Santa Barbara and Phoenix of Santa Barbara.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by County.

COUNTY OF SANTA BARBARA

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: _____

CONTRACTOR
PHOENIX OF SANTA BARBARA

By: _____

Date: _____

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By _____
Deputy

Date: _____

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By: _____

Date: _____

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By _____
Deputy County Counsel

Date: _____

RECOMMENDED FOR APPROVAL :
ALCOHOL, DRUG, AND MENTAL HEALTH SERVICES
TAKASHI WADA, MD, MPH
INTERIM DIRECTOR

By _____
Director

Date: _____

EXHIBIT A

Exhibit A includes:

1. EXHIBIT A – Statement of Work – ADP
2. EXHIBIT A – Statement of Work – MH
3. ATTACHMENT A – Santa Barbara County Mental Health Plan, Quality Management Standards
4. ATTACHMENT D – Organizational Service Provider Site Certification
5. ATTACHMENT E – Program Goals, Outcomes, and Measures

**EXHIBIT A-ADP
STATEMENT OF WORK - ADP**

1. **PROGRAM SUMMARY:** Contractor's Program provides outpatient alcohol and other drug (AOD) treatment (hereafter "the Program") to assist adult clients with specialty mental health service needs and substance abuse issues to obtain and maintain sobriety. Treatment services will include best practice individual and group counseling and drug testing. The Program shall be certified to provide Outpatient Alcohol and/or Other Drug (AOD) Services. The Program will be located at 110 La Paz, Santa Barbara, California.
2. **PROGRAM GOALS.**
 - A. Introduce clients to an ongoing process of recovery designed to achieve total abstinence from abuse of AOD, or significant and consistent harm reduction;
 - B. Promote self-sufficiency and empower substance abusers to become productive and responsible members of the community;
 - C. Reduce recidivism and increase community safety;
 - D. For SACPA and SATC clients, reduce costs associated with criminal case processing and re-arrest.
3. **DEFINITIONS.**
 - A. **Drug Medi-Cal (DMC):** DMC benefits are optional Medi-Cal benefits as described in the California State Plan for Medicaid. DMC services provide medically necessary alcohol and other drug treatment to California's Medi-Cal eligible population. The services include Outpatient Drug-Free Treatment, Narcotic Treatment Program, Naltrexone Treatment, and Intensive Outpatient Treatment.
 - B. **The Substance Abuse Crime Prevention Act of 2000 (SACPA):** SACPA, also known as Prop 36, provides substance abuse treatment in lieu of incarceration to non-violent criminal drug offenders. Contractor will provide SACPA Treatment Services to Court-ordered adults. Services include individual and group counseling, community referrals for ancillary services, and drug testing according to SACPA Standards and Practices.
 - C. **Substance Abuse Treatment Court (SATC):** SATC facilitates recovery of individuals within the criminal justice system by offering alternatives to traditional criminal processing for individuals with charges related to substance abuse. SATC provides a comprehensive and judicially monitored program of drug treatment and rehabilitation services. Services include individual and group counseling, community referrals for ancillary services, and drug testing according to SATC Standards and Practices.
4. **SERVICES.** Contractor shall provide:
 - A. **Outpatient Drug Free (ODF)** is treatment/recovery or rehabilitation services provided where the client does not reside in a treatment facility. Clients receive enhanced drug abuse or alcoholism treatment services with or without medication, including counseling and supportive mental health and psychiatric services. This is also known as nonresidential services [Federal Definition].
 1. **ODF – Group** [Service Code 33] Group counseling means face-to-face contacts in which one or more counselors treat four (4) or more clients, up to a total of ten (10) clients, at the same time, focusing on the needs of the individuals served, in a 90 minute session.

**EXHIBIT A-ADP
STATEMENT OF WORK - ADP**

2. **For DMC clients, and all ODF – Individual and ODF-Group services:** Contractor shall ensure that each client receives a minimum of two group counseling sessions (minimum 90 minutes per group session) per thirty (30) day period depending on the client's needs and Treatment Plan or be subject to discharge, as specified in 22 CCR Section 51341.1(d). Group counseling sessions shall focus on short-term personal, family, job/school, and other problems and their relationship to substance abuse or a return to substance abuse. Services shall be provided by appointment. At least one of the clients in the group session must be DMC eligible to claim DMC reimbursement for the group session.
3. **ODF – Individual** [Service Code 34] Individual counseling is face-to-face contact between a client and a therapist or counselor in a 50 minute session. Individual counseling is limited to intake, evaluation, assessment and diagnosis, treatment and discharge planning, collateral services, and crisis intervention, subject to the limitations described in Title 22 CCR Section 51341.1.
- B. Contractor shall refer clients to ancillary services and provide referral to vocational, literacy, education, and family counseling where applicable and appropriate.
- C. Contractor shall provide drug testing as described in the ADMHS Drug Testing Policy and Procedures, and SACPA/SATC requirements, as applicable.
- D. **For SACPA and SATC:**
 1. Contractor shall provide SACPA or SATC Treatment Services to Court-ordered adults, per SACPA/SATC guidelines.
 2. Contractor shall participate in a quarterly graduation in collaboration with the Court and other treatment providers.
 3. Contractor shall attend Court Staffing meetings in the region served by Contractor.
 4. Contractor shall abide by the Therapeutic Justice Policy Council Treatment Court Guidelines & Procedures as set forth by the Policy Council.
 5. Contractor shall attend SACPA/SATC Core Team and Policy Council meetings and work with County to develop recommendations, guidelines, and procedures for adult treatment services.
5. **CLIENTS.** Contractor shall provide services as described in Section 4 to approximately 81 clients per year, aged 18 and over, referred by sources described in Section 6.A. Contractor shall admit clients with co-occurring disorders where appropriate.
6. **REFERRALS.**
 - A. Contractor shall receive referrals from Parole, Probation, Courts, CalWORKs staff, other County agencies, other outpatient providers, and self-referrals.
 1. Contractor shall receive referral via phone, written referral, or walk in.
 2. Referrals (other than self-referrals) shall be accompanied by written documentation.
 - B. If services are mandated by the court, client will contact Contractor within 24 hours of referral (except weekends or holidays). Contractor shall contact the referral source within 72 hours with a verification of enrollment.
7. **ADMISSION PROCESS.**
 - A. Contractor shall interview client to determine client's appropriateness for the Program.

**EXHIBIT A-ADP
STATEMENT OF WORK - ADP**

- B. Admission criteria will be determined by referral source and/or eligibility for funding stream.
- C. Contractor shall admit clients referred by sources described in Section 6A unless the client meets one or more conditions specified in Section 8, or if space is not available in the Program.
- D. **Admission Packet.** At Contractor's intake meeting with client, Contractor shall complete an admission packet with the following information:
 - 1. Consent to Treatment form, Program rules and guidelines, signed by client;
 - 2. Release of information form, signed by client;
 - 3. Financial assessment and contract for fees;
 - 4. Personal/ demographic information of client, as described in State of California Standards for Drug Treatment Programs, including:
 - i) Social, economic and family background;
 - ii) Education;
 - iii) Vocational achievements;
 - iv) Criminal history, legal status;
 - v) Medical history;
 - vi) Drug history;
 - vii) Previous treatment.
 - 5. Emergency contact information for client;
- E. Contractor shall notify referral source if client is not accepted into the Program, based on Section 8, within one business day of receiving the initial referral.
- F. Contractor shall complete and send a Verification of Enrollment form to the referral source upon acceptance of client into Program, no later than 72 hours after admission.
- G. Should space not be available in the Program, Contractor shall place client on a waiting list, and refer client to interim services.
- 8. **EXCLUSION CRITERIA:** On a case-by-case basis, the following may be cause for client exclusion from the program:
 - A. Client threat of or actual violence toward staff or other clients;
 - B. Rude or disruptive behavior that cannot be redirected.
 - C. Client needs a higher level of care.
- 9. **DOCUMENTATION REQUIREMENTS:**
 - A. Contractor shall enter all California Outcomes Measurement System (CalOMS) treatment data and all other client data required by County into the County's MIS system no later than seven (7) days after client entry into Program. Contractor shall complete an annual update of the CalOMS treatment data on the anniversary of client's admission to the Program (for clients in the same treatment service for one year or more), and when the client is discharged from the treatment service.
 - B. No later than thirty (30) days after client entry into Program, Contractor shall complete:

**EXHIBIT A-ADP
STATEMENT OF WORK - ADP**

1. Addiction Severity Index (ASI). Contractor shall administer and score ASI. Results of the ASI shall be utilized for treatment and discharge planning. For SATC and SACPA funded clients, Contractor shall report the results of the ASI and recommendations to the court;
2. Treatment Plan. The Treatment Plan must include a statement of the problems to be addressed, the goals to be achieved for each problem, the action steps to be taken, and the target dates that these goals are to be achieved. The Plan shall describe the services to be provided (type and frequency of counseling), the diagnosis (DSM IV and/or V) and the assignment of a primary counselor. The Plan shall be consistent with the results of the client's ASI. The Treatment Plan is considered complete and effective on the date of the counselor's signature. Contractor shall periodically review and update the Treatment Plan every ninety (90) days.

10. DISCHARGES.

- A. Contractor shall develop a Discharge Plan for clients prior to discharge, in coordination with the referral source and client, as detailed in the California Standards for Drug Treatment Programs. The Discharge Plan shall include:
 1. Recommendations for post-discharge;
 2. Linkages to other services, if appropriate;
 3. Reason for discharge;
 4. Clinical discharge summary.
- B. Contractor shall give client one copy of the Discharge Plan, and place one copy in the client's file.
- C. Contractor shall document discharge information in CalOMS via the County MIS system no later than thirty (30) days following discharge.
- D. Any client that does not receive any service within a 30 day period shall be discharged, as of the date of last services, per CalOMS guidelines. The date of discharge shall be the last face to face contact.

11. PERFORMANCE. Contractor shall adhere to all County requirements, all relevant provisions of the California Code of Regulations Title 9, Division 4 and all relevant provisions of applicable law that are now in force or which may hereafter be in force. Contractor shall abide by all applicable State Program Certification standards and regulations, and by the alcohol and drug treatment standards, policies, and procedures set forth by Santa Barbara County in the Provider Reference Manual where applicable.

12. STAFF.

- A. Contractor shall provide training to each Program staff member, within 30 days of the date of hire regarding applicable programs, including the County Management Information System (MIS), Drug Medi-Cal, Substance Abuse Crime Prevention Act (SACPA), and Drug Court/ Substance Abuse Treatment Court (SATC).
- B. Staff hired to work directly with clients shall have competence and experience in working with clients with substance use disorders and co-occurring disorders, as required by State regulation.

**EXHIBIT A-ADP
STATEMENT OF WORK - ADP**

- C. Contractor shall notify County of any staffing changes as part of the monthly Staffing Report. Contractor shall notify the designated County Liaison and County Alcohol and Drug Program (ADP) Staff within one business day when staff separates from employment or is terminated from working on this Agreement.
- D. At any time prior to or during the term of this Agreement, the County may require that Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- E. County may request that Contractor's staff be immediately removed from working on the County Agreement for good cause during the term of the Agreement.
- F. County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County or whose conduct is incompatible with County facility access.
- G. Disqualification, if any, of Contractor staff, pursuant to this Section, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

13. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES.

- A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Drug Medi-Cal provider if Title 22 California Code of Regulations (CCR) Drug Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to the Alcohol, Drug, and Mental Health Services (ADMHS) Alcohol and Drug Program, upon request.
- B. In the event the license/certification status of any Contractor staff member cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement.
- C. If Contractor is a participant in the Drug Medi-Cal program, Contractor shall keep fully informed of and in compliance with all current guidelines disseminated by the Department of Health Care Services (DHCS), Department of Public Health (DPH) and Department of Social Services (DSS), as applicable including, but not limited to, procedures for maintaining Drug Medi-Cal certification of all its facilities.
- D. Contractor shall follow the pre-registration requirements for new alcohol and other drug

**EXHIBIT A-ADP
STATEMENT OF WORK - ADP**

(AOD) counselors in California. California law requires registration and certification of individuals providing AOD counseling services, as specified in Title 9 CCR, Division 4, Chapter 8, Sections 13000 et seq (This new requirement does NOT apply to counselors already registered with or certified by State approved and nationally-accredited agency).

14. REPORTS.

- A. **Treatment Programs.** In accepting funds for treatment services, Contractor agrees to submit the following by the 10th of the month following the date of service:
1. Monthly Treatment Services Report on forms supplied by County.
 2. Electronic Drug & Alcohol Treatment Access Report (DATAR) for each treatment site, per 45 CFR Section 96.126.
- B. **Staffing.** Contractor shall submit monthly Staffing Reports to County. These reports shall be on a form acceptable to, or provided by, County and shall report actual staff hours worked by position and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, and hire and/or termination date. The reports shall be received by County no later than 25 calendar days following the end of the month being reported.
- C. **Programmatic.** Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than 25 calendar days following the end of the quarter being reported. Contractor shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps will be taken to achieve satisfactory progress. Contractor shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes. Programmatic reports shall include:
1. The number of active cases and the number of clients admitted/ discharged
 2. The Measures described in Attachment E, Program Goals, Outcomes and Measures.
 3. For Perinatal programs, report shall include the number of women and children served, number of pregnant women served, and the number of births.
- D. **Additional Reports.** Contractor shall maintain records and make statistical reports as required by County and State Department of Health Care Services (DHCS), Department of Public Health (DPH) or Department of Social Services (DSS), as applicable, on forms provided by or acceptable to, the requesting agency. Upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow 30 days for Contractor to respond.

15. BILLING DOCUMENTATION.

- A. Contractor shall use County's MIS system to enter claims for all Drug Medi-Cal (DMC) services and all Intensive Outpatient Treatment, Rehabilitative/Ambulatory Outpatient or

**EXHIBIT A-ADP
STATEMENT OF WORK - ADP**

ODF – Group, and Rehabilitative/Ambulatory ODF – Individual services, as specified in Exhibit B. Contractor shall document progress note in the client's file. All progress notes shall adhere to Drug Medi-Cal guidelines. These notes will serve as documentation for billable Drug Medi-Cal units of service. Claims shall be submitted to the County MIS Unit within 72 hours of service delivery.

- B. County shall host annual training sessions regarding documentation requirements under Drug Medi-Cal and other related State, Federal and local regulations. Contractor shall ensure that each staff member providing clinical services attends annually.

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

17. STANDARDS.

- A. Contractor shall make its service protocols and outcome measures data available to County and to Drug Medi-Cal site certification reviewers.
- B. Contractor shall develop and maintain a written disaster plan for the Program site and shall provide annual disaster training to staff.

18. CONFIDENTIALITY. Contractor agrees to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; 45 CFR Section 96.132e, 45 CFR Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 14100.2; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Section 11 of this Agreement. Patient records must comply with all appropriate State and Federal requirements. Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

19. CLIENT AND FAMILY MEMBER EMPOWERMENT.

- A. Contractor agrees to support active involvement of clients and their families in treatment, recovery, and policy development.
- B. Contractor shall maintain a grievance policy and procedure to address client/ family satisfaction complaints.

20. CULTURAL COMPETENCE.

- A. Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:
 - 1. The number of Bilingual and Bicultural staff (as part of the monthly staffing report), and the number of culturally diverse clients receiving Program services;

**EXHIBIT A-ADP
STATEMENT OF WORK - ADP**

2. Efforts aimed at providing culturally competent services such as training provided to staff, changes or adaptations to service protocol, community education/outreach, etc.
- B. At all times, the Contractor shall be staffed with personnel who are Bilingual (Spanish) and able to communicate in the client preferred language or provide interpretation services;
- C. Contractor shall provide staff with regular training on cultural competence, sensitivity and the cultures within the community.

21. NOTIFICATION REQUIREMENTS.

- A. Contractor shall immediately notify County Designated Representative in the event of any suspected or actual misappropriation of funds under Contractor's control; known serious complaints against licensed/certified staff; restrictions in practice or license/certification as stipulated by a State agency; staff privileges restricted at a hospital; legal suits initiated specific to the Contractor's practice; initiation of criminal investigation of the Contractor; or other action instituted which affects Contractor's license/certification or practice (for example, sexual harassment accusations).
- B. Contractor shall immediately notify the County Designated Representative in the event a client with a case file (episode) open to the County presents any of the following client indices: suicidal risk factors, homicidal risk factors, assaultive risk factors, side effects requiring medical attention or observation, behavioral symptoms presenting possible health problems, or any behavioral symptom that may compromise the appropriateness of the placement.
- C. Contractor shall immediately notify the County Designated Representative, regardless of whether the client has a case file (episode) open with the County, should any of the following events occur: death, fire setting, police involvement, media contact, any behavior leading to potential liability, any client behavioral symptom that may compromise the appropriateness of the placement.
- D. "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. Contractor shall train all personnel in the use of the ADMHS Compliance Hotline.

22. MONITORING. Contractor agrees to cooperate with the County's Monitoring process which ensures medical necessity (for Drug Medi-Cal services) appropriateness and quality of care. This review may include clinical record peer review, client survey, and other program monitoring practices. Contractor will cooperate with these programs, and will furnish necessary assessment and Treatment Plan information, subject to Federal or State confidentiality laws, and provisions of this agreement.

23. PERIODIC REVIEW. County shall assign staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, fiscal and overall performance activity. ADMHS staff shall conduct periodic on-site reviews of Contractor's client charting.

**EXHIBIT A-ADP
STATEMENT OF WORK - ADP**

24. ADDITIONAL PROGRAM REQUIREMENTS.

- A. Contractor shall provide services in coordination and collaboration with ADMHS, including Mental Health Services, Probation, other County departments, and other community based organizations, as applicable.
- B. Contractor shall provide a safe, clean and sober environment for recovery.
- C. Contractor shall require clients to attend Twelve Step or other self-help support groups and activities.
- D. Contractor shall provide *Seeking Safety* or other trauma-informed services where indicated.
- E. Contractor shall stay informed on, and implement, Matrix or other current best practice curriculum in providing treatment services.
- F. Contractor shall utilize motivational interviewing techniques, as defined by Treatment Improvement Protocol ([TIP](#)) [35: Enhancing Motivation for Change in Substance Use Disorder Treatment](#) (SAMHSA) in providing counseling services.
- G. Contractor shall require each client to be screened for Tuberculosis prior to admission using the Alcohol and Drug Program (ADP) TB Screening Questions and Follow-Up Protocol.
- H. Contractor shall refer pregnant clients to Perinatal specialized services, as clinically indicated.
- I. Contractor shall adhere to all applicable State, Federal, and County requirements, with technical assistance from ADMHS.
- J. Grant-funded services, such as those funded by Substance Abuse and Mental Health Services Administration (SAMHSA) shall adhere to the terms and conditions of the Notice of Grant Award, the original grant proposal, and any subsequent grant reapplications, if applicable.
- K. Contractor shall attend ADMHS ADP Provider meetings regularly to receive information and support in addressing treatment concerns.

EXHIBIT A – Mental Health

STATEMENT OF WORK

1. **PROGRAM SUMMARY.** Contractor operates intensive residential programs at Mountain House and Phoenix House (hereafter “the Program”) which provide twenty-four hour, seven days per week, structured mental health rehabilitation services, residential care and room and board to adults (aged 18 and over) with Serious Mental Illness (SMI) who are at high risk for acute inpatient or long-term residential care. Mountain House shall be licensed as an Adult Residential Facility by the California Department of Social Services Community Care Licensing Division (CCLD). Mountain House is located at 37 Mountain Drive, Santa Barbara, California. Phoenix House shall be licensed as a Social Rehabilitation Facility by CCLD. Phoenix House is located at 107 East Micheltorena, Santa Barbara, California.
2. **PROGRAM GOALS.**
 - A. To maintain the client’s residential placement at the lowest appropriate level, and/or enable client to successfully move to a lower level of care;
 - B. Connect clients to social services and community resources;
 - C. Assist clients to develop independent living skills; including support clients to develop skills necessary for self care, medication management, and use of community transportation;
 - D. Successfully engage and stabilize clients transitioning from Institutes for Mental Diseases (IMDs), Acute Care Facilities or other residential settings;
 - E. Provide 24/7 supports to manage crisis;
 - F. Adopt a “whatever it takes” approach to preserve this placement as the client’s home until another home is located.
3. **SERVICES.** Contractor shall provide twenty-four (24) hour per day, seven (7) days per week psychiatric rehabilitation, residential care and room and board for clients placed at the Program as described in Section 5, Referrals.
 - A. Contractor shall provide the following mental health services, as needed, to Program clients:
 1. **Crisis Intervention.** Crisis intervention is a service lasting less than 24 hours, to or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit, as defined in Title 9 California Code of Regulations (CCR) Section 1810.209. Service activities include, but are not limited to: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site and staffing requirements as defined in Sections 1840.338 and 1840.348 (CCR). Contractor shall be available 24 hours per day, 7 days per week to provide crisis intervention services.
 - a. When clients have an emergent need while at the Program, Contractor shall work to manage the client’s needs to prevent crisis. If crisis assistance is needed, Contractor will work directly with Crisis and Recovery Emergency Services (CARES) and Alcohol, Drug, and Mental Health Services (ADMHS) clinic staff to engage in a supported response to the client’s needs.
 - b. Contractor shall ensure availability of telephone and face-to-face contact with clients 24 hours per day, seven days per week to respond to requests by CARES in the event that specialized knowledge from the Program is required. Response to CARES may be by both telephone and in person. If a physical

EXHIBIT A – Mental Health

STATEMENT OF WORK

response is required, staff shall arrive no later than 30 minutes from the time of the call.

2. **Therapy.** Therapy is a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments, as defined in Title 9 CCR Section 1810.250. Therapy may be delivered to an individual and may include family therapy at which the client is present.
 3. **Rehabilitation.** Rehabilitation is defined as a service activity that includes but is not limited to, assistance in improving, maintaining or restoring a client's or a group of clients' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources, and/or medication education, as defined in Title 9 CCR Section 1810.243.
 4. **Collateral.** Collateral services are delivered to a client's significant support person(s) for the purpose of meeting the needs of the client and achieving the goals of the client's Client Service Plan, as defined in Title 9 CCR Section 1810.206. A significant support person is a person who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians or representatives of a client, a person living in the same household as the client, the client's spouse, and the relatives of the client. Collateral may include, but is not limited to, family counseling with the significant support person(s), consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the client, and consultation and training of the significant support person(s) to assist in better understanding of mental illness. The client need not be present for this service activity. Consultation with other service providers is not considered a Collateral service.
 5. **Assessment.** Assessment is designed to evaluate the current status of a client's mental, emotional or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the client's clinical history; analysis of relevant cultural issues and history; diagnosis; and use of testing procedures, as defined in Title 9 CCR Section 1810.204.
 6. **Plan Development.** Plan development consists of developing client plans, approving client plans, and/or monitoring the client's progress, as defined in Title 9 CCR Section 1810.232.
- B. **Activities of Daily Living.** Contractor shall provide Activities of Daily Living (ADL) support, including:
1. Assisting clients in developing and maintaining knowledge of medications, skills in self administration of medication and compliance with medication treatment;
 2. Accessing and using laundry facilities (both in-home and coin-operated facilities);
 3. Maintaining clean and well kept living quarters, this shall include assigning household chores to be completed weekly;
 4. Practicing good personal hygiene; including physical health, such as hygiene, prevention and management of medical condition(s);
 5. Scheduling and keeping appointments;
 6. Learning and practicing psychosocial skills, such as effective interpersonal communication and conflict resolution.

EXHIBIT A – Mental Health

STATEMENT OF WORK

C. **Skill Building.** Contractor shall provide skill building in Social and Recreational Activities, including:

1. Providing structured direction so clients learn how to engage in group activities that can provide meaningful social connections with others;
2. Providing structured direction so clients learn how to engage in community activities to prepare for more independent living;
3. Assisting clients to:
 - a. Identify, access and independently participate in social and/or recreational activities in the community with the goal of encouraging and promoting positive interaction with others, physical exercise and participating in health-related activities;
 - b. Develop conversational skills;
 - c. Access activities that are cost-appropriate to the client's budget;
4. Instructing clients how to access necessary services for routine, urgent, or emergency needs. Contractor shall assist clients in learning how to access community services for on-going supports (i.e. alcohol and drug programs, outpatient mental health treatment services, routine medical services, etc.), CARES for psychological emergencies, and hospital emergency rooms for medical emergencies.
5. Assist clients in developing skills to use natural supports for transportation and community recreational resources (i.e. YMCA, Adult Education, etc.) which afford clients opportunities to practice the skills they are developing and/or learning;
6. Contractor shall provide family psychoeducational activities such as education to the family regarding mental illness, medications, and recognizing symptoms;
7. Contractor shall provide work-related support services to help clients who want to find and maintain employment in community-based job sites as well as educational supports to help clients who wish to pursue the educational programs necessary for securing a desired vocation.
 - a. Program staff shall assist clients in finding employment that is part- or full-time, temporary or permanent, based on the unique interests and needs of each client. As often as possible, however, employment should be in real life, independent integrated settings with competitive wages.
 - b. Services shall include but not be limited to:
 - i. Assessment of the effect of the client's mental illness on employment or educational learning, with identification of specific behaviors that interfere with the client's work or learning performance and development of interventions to reduce or eliminate those behaviors;
 - ii. Development of an ongoing supportive educational or employment rehabilitation plan to help each client establish the skills necessary to find and maintain a job or to remain in an educational setting;
 - iii. Individual supportive therapy to assist clients to identify and cope with symptoms of mental illness that may interfere with work performance or learning;

EXHIBIT A – Mental Health

STATEMENT OF WORK

- iv. Work-related supportive services, such as assistance with grooming or personal hygiene, securing of appropriate clothing, wake-up calls, transportation, etc.
- D. **Support Services.** Contractor shall assist clients to access needed community resources, including, but not limited to:
 - 1. Medical and dental services (e.g. having and effectively using a personal physician and dentist);
 - 2. Financial entitlements;
 - 3. Social services;
 - 4. Legal advocacy and representation.
- E. **Vocational Skills.** Contractor shall assist clients in improving and enhancing their vocational skills, including:
 - 1. Accessing and using public transportation;
 - 2. Accessing and using public libraries;
 - 3. Accessing and using educational and vocational resources (i.e. community colleges, Vocational Rehabilitation, etc.)
- F. **Budgeting.** Contractor shall assist clients with developing individual budgets based on income and expenses and assist clients with managing finances, including bill-paying and living on fixed incomes.
- G. **Cooking and Meal Planning.** Contractor shall assist clients in developing skills related to cooking and meal planning, including:
 - 1. Learning and developing healthy eating habits;
 - 2. Learning to maintain a safe and sanitary kitchen;
 - 3. Shopping for and preparing meals with the assistance of Program staff.
- 4. **CLIENTS.** Contractor shall be reimbursed through this Agreement for the provision of the services described in Section 3 to a caseload of 14 clients at Mountain House and to a caseload of 9 clients at Phoenix House, or as otherwise approved by ADMHS in writing. The Program is designed for individuals with Serious Mental Illness (SMI) whose symptoms of mental illness cause the most substantial levels of disability and functional impairment. Due to the severity of their symptoms and functional issues, individuals who receive these services are in the greatest need of rehabilitative services in order to live successfully in the community and achieve their personal recovery goals. Multiple barriers to successful functioning are common in this group and may include: co-occurring substance abuse or dependence, homelessness, unemployment, out-of-control illness management, frequent and persistent use of hospital emergency departments and inpatient psychiatric treatment, and problems with the legal system. Priority of the population served will include individuals with SMI who are transitioning from Institutions for Mental Disease (IMDs), Acute Inpatient facility settings or other residential living settings.
 - A. Program clients should have symptoms that seriously impair their functioning in independent living community settings. Because of mental illness, the client has substantial disability and functional impairment as indicated by an assessment of level 3 or 4 on the Level of Care and Recovery Inventory (LOCRI);

EXHIBIT A – Mental Health

STATEMENT OF WORK

- B. Priority should be given to clients with long term psychiatric disabilities such as schizophrenia, other psychotic disorders and bipolar disorders.
- C. County shall be responsible to open Mental Health Services Act (MHSA)-funded clients to Full Service Partnership programs concurrently with placement in Contractor's program, as applicable.

4. **LENGTH OF STAY/SERVICE INTENSITY.**

- A. Duration of service at Mountain House will be coordinated with County and will be authorized for up to six (6) month intervals;
- B. Duration of service at Phoenix House will be coordinated with County and will be authorized for up to six (6) month intervals, up to a maximum of 18 months;
- C. Contractor and County shall review cases every ninety (90) days, to include Client Service Plan development, effectiveness of interventions and discharge planning.
- D. Contractor shall work with County to develop goals for encouraging clients to move to lower levels of supportive housing or community support.

5. **REFERRALS.**

- A. Contractor shall admit clients seven (7) days per week;
- B. Contractor shall admit and provide services to clients referred by County treatment teams in order for those services to be reimbursed by County.

C. **ADMISSION PROCESS.**

- 1. Contractor shall notify County that a program slot has been vacated as described in Section 7.
- 2. County Program Manager shall thoroughly review open cases to determine those appropriate for placement. Clients from IMDs or higher level of care shall be prioritized for placement.
- 3. County Program Manager shall send the Referral Packet, described in Section 5.D, for the selected client to Contractor.
- 4. Contractor shall respond to referrals within five (5) days from the date of receipt of the referral.
- 5. Contractor shall interview client referred by County. Referrals may also require CCLD approval if there is an exception needed for admission for residential treatment.
- 6. In the event a referral is not accepted per Section 5.E, Contractor shall notify County in writing of the reason for not accepting the referral.

D. **REFERRAL PACKET.** Contractor shall maintain a referral packet within its files (hard copy or electronic), for each client referred and treated, which shall contain the following items:

- 1. A copy of the County referral form;
- 2. A client face sheet;
- 3. A copy of the most recent comprehensive assessment and/or assessment update;
- 4. A copy of the most recent medication record and health questionnaire;

EXHIBIT A – Mental Health

STATEMENT OF WORK

5. A copy of the currently valid Coordination and Service Plan (CSP) indicating the goals for client enrollment in the Program and which names Contractor as service provider;
 6. Client's Medi-Cal Eligibility Database Sheet (MEDS) file printout will be provided to Contractor in the initial Referral Packet. Thereafter, it will be Contractor's responsibility to verify continued Medi-Cal eligibility;
 7. Other documents as reasonably requested by County.
- E. **EXCLUSION CRITERIA AND PROCESS.** On a case-by-case basis, the following may be cause for client exclusion from the Program, subject to approval by the ADMHS Division Chief in collaboration with Contractor: individual's recent history (within six (6) months) of, or facing charges of, violent crime or sexual predation; individuals with restricted health conditions as defined by CCLD and those who are not classified as "ambulatory"; individuals with Anti-Social Personality Disorder.
6. **DOCUMENTATION REQUIREMENTS.**
- A. **ADMHS Client Service Plan.** The ADMHS Treatment Team shall complete a Client Service Plan in collaboration with Contractor for each client receiving Program services by the day of admission. The ADMHS Client Service Plan shall provide overall direction for the collaborative work of the client, the Program and the ADMHS Treatment Team, as applicable. The ADMHS Client Service Plan shall include:
 1. Client's recovery goals or recovery vision, which guides the service delivery process;
 2. Objectives describing the skills and behaviors that the client will be able to learn as a result of the Program's behavioral interventions;
 3. Interventions planned to help the client reach their goals.
 - B. Contractor shall provide services as determined by each client's Coordinated Service Plan (CSP) and Action Plan. The Action Plan shall align with the overall goals of the client's CSP. Copies of clients' Action Plans shall be provided to County upon completion and upon any further updates or revisions, as applicable.
7. **DISCHARGE PLAN.** The ADMHS Treatment Team shall work closely with each client and with Program staff to establish a written discharge plan that is responsive to the client's needs and personal goals.
- A. County shall participate in the development of discharge plans, and shall provide assistance to clients in completion of their plan. Contractor and County shall collaborate in planning for discharge and transition;
 - B. Clients and their families shall be involved as much as possible in the discharge and graduation process;
 - C. Contractor shall notify County within five (5) days of any pending discharge;
 - D. County shall receive a copy of the final discharge plan;
 - E. Contractor shall notify County of final discharge date within one (1) business day.
 - F. Residential clients may be discharged by Contractor according to CCLD requirements.
8. **PERFORMANCE.** Contractor shall adhere to ADMHS requirements, the Mental Health Plan, and all relevant provisions of the California Code of Regulations Title 9, Division 1.

EXHIBIT A – Mental Health

STATEMENT OF WORK

9. STAFF.

- A. Contractor shall abide by CCLD staffing requirements for 24/7 hour coverage with on-call staff as necessary for emergency situations.
- B. Within 30 days of the date of hire, Contractor shall provide training relevant to working with high risk mental health clients.
- C. Staff shall be trained and skilled at working with persons with serious mental illness (SMI), shall adhere to professionally recognized best practices for rehabilitation assessment, service planning, and service delivery, and shall become proficient in the principles and practices of Integrated Dual Disorders Treatment.
- D. Contractor shall ensure that staff identified on the Centers for Medicare & Medicaid Services (CMS) Exclusions List or other applicable list shall not provide services under this Agreement nor shall the cost of such staff be claimed to Medi-Cal.
- E. County shall review Contractor's staff upon assignment to ADMHS-funded programs, and only staff approved by County shall provide services under this Agreement.
- F. Contractor shall notify County of any staffing changes as part of the monthly Staffing Report. Contractor shall notify the designated County Liaison and County Quality Assurance Division within one business day when staff separates from employment or is terminated from working under this Agreement.
- G. At any time prior to or during the term of this Agreement, the County may require that Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- H. County may request that Contractor's staff be immediately removed from working on the County Agreement for good cause during the term of the Agreement.
- I. County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County, or whose conduct is incompatible with County facility access.
- J. Disqualification, if any, of Contractor staff, pursuant to this Section, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

10. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES.

- A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further

EXHIBIT A – Mental Health

STATEMENT OF WORK

ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to Alcohol, Drug, and Mental Health Services (ADMHS) Quality Assurance/Utilization Management (QA/UM) Division, upon request.

- B. Contractor shall ensure that all staff who are licensed or registered interns with the State Board of Behavioral Services and are providing services under this Agreement retain active licensure. In the event the license status of any licensed or registered intern providing residential services for the Contractor cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement.
- C. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall keep fully informed of and in compliance with all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities.

11. REPORTS.

- A. **Service Level Reports.** Contractor shall use the County Management Information System (MIS) to track required data elements. These data elements include: units of service, the number of clients admitted to the Program, unique clients served, total number of clients discharged and number of clients discharged to a lower/higher level of care, and provide summary reports from other Contractor data sources, as requested.
- B. **Risk Assessment.** Contractor shall administer a risk assessment to each client within the first 24 hours following admission or as frequently as necessary as determined by the County/Contractor Team working with the client.
- C. **Staffing.** Contractor shall submit monthly staffing reports to County. These reports shall be on a form acceptable to, or provided by, County and shall report actual staff hours worked by position and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, and hire and/or termination date. The reports shall be received by County no later than 25 calendar days following the end of the month being reported.
- D. **Programmatic.** Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than 25 calendar days following the end of the quarter being reported. Contractor shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps will be taken to achieve satisfactory progress. Contractor shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes. Programmatic reports shall include:
 - 1. The number of active cases and number of clients admitted/ discharged,
 - 2. The Measures described in Attachment E, Program Goals, Outcomes and Measures, as applicable.
 - 3. Contractors receiving MHSA-funding shall track and report the following to County in Contractor's Quarterly Programmatic Report per MHSA requirements:

EXHIBIT A – Mental Health

STATEMENT OF WORK

- a) Client age;
- b) Client zip code;
- c) Number of types of services, groups, or other services provided;
- d) Number of clients served in which language (English/Spanish/Other);
- e) Number of groups offered in which language (English/Spanish/Other).

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

12. **CLIENT AND FAMILY MEMBER EMPOWERMENT.** Contractor agrees to support active involvement of clients and their families in treatment, recovery, and policy development.

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

14. **STANDARDS.**

- A. Contractor agrees to comply with all Medi-Cal requirements, including, but not limited to those specified in Attachment A, and be approved to provide Medi-Cal services based on Medi-Cal site certification, per Attachment D, Organizational Service Provider Site Certification.
- B. Contractor shall make its service protocols and outcome measures data available to County and to Medi-Cal site certification reviewers.
- C. Contractor shall develop and maintain a written disaster plan for the Program site and shall provide annual disaster training to staff.

15. **CONFIDENTIALITY.** Contractor agrees to maintain the confidentiality of patient records pursuant to 45 CFR §205.50 (requires authorization from patient, or patient representative, or a judge signed court order if patient authorization unavailable, prior to any release of information related to patient's medical data including psychiatric treatment records), and Section 11 of this Agreement. Patient records must comply with all appropriate State and Federal requirements.

16. **CULTURAL COMPETENCE.**

- A. Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:
 - 1. The number of culturally diverse clients receiving Program services;
 - 2. Efforts aimed at providing culturally competent services such as training provided to staff, changes or adaptations to service protocol, community education/Outreach, etc.

EXHIBIT A – Mental Health

STATEMENT OF WORK

- B. At all times, the Contractor's Program(s) shall be staffed with personnel who can communicate in the client preferred language, or Contractor shall provide interpretation services;
- C. Contractor shall maintain Spanish bilingual capacity with the goal of filling 40% of direct service positions with bilingual staff in County's second threshold language, Spanish. Contractor shall provide staff with regular training on cultural competency, sensitivity and the cultures within the community, pursuant to Attachment A;
- D. Contractor shall provide services that consider the ethnic and cultural diversity of clients and families served; materials provided to the public must be printed in Spanish (second threshold language).
- E. Services and programs offered in English must also be made available in Spanish, when clients identify Spanish as their preferred language.
- F. A measureable and documented effort must be made to conduct outreach to and to serve the underserved and the non-served communities of Santa Barbara County, as applicable.

17. NOTIFICATION REQUIREMENTS.

- A. Contractor shall immediately notify County Designated Representative in the event of any suspected or actual misappropriation of funds under Contractor's control; known serious complaints against licensed/certified staff; restrictions in practice or license/certification as stipulated by a State agency; staff privileges restricted at a hospital; legal suits initiated specific to the Contractor's practice; initiation of criminal investigation of the Contractor; or other action instituted which affects Contractor's license/certification or practice (for example, sexual harassment accusations).
- B. Contractor shall immediately notify the County Designated Representative in the event a client with a case file (episode) open to the County presents any of the following client indices: suicidal risk factors, homicidal risk factors, assaultive risk factors, side effects requiring medical attention or observation, behavioral symptoms presenting possible health problems, or any behavioral symptom that may compromise the appropriateness of the placement.
- C. Contractor shall immediately notify the County Designated Representative, regardless of whether the client has a case file (episode) open with the County, should any of the following events occur: death, fire setting, police involvement, media contact, any behavior leading to potential liability, any client behavioral symptom that may compromise the appropriateness of the placement.
- D. "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. Contractor shall train all personnel in the use of the ADMHS Compliance Hotline.

18. UTILIZATION REVIEW.

- A. Contractor agrees to abide by County Quality Management standards, provided in Attachment A, and to cooperate with the County's utilization review process which ensures medical necessity, appropriateness and quality of care. This review may include clinical record review; client survey; and other utilization review program

EXHIBIT A – Mental Health

STATEMENT OF WORK

monitoring practices. Contractor will cooperate with these programs, and will furnish necessary assessment and Client Service Plan information, subject to Federal or State confidentiality laws, and provisions of this Agreement.

- B. Contractor shall identify a senior staff member who will be the designated ADMHS QA/UM contact and will participate in monthly or quarterly provider QA/UM meetings, to review current and coming quality of care issues.

19. **PERIODIC REVIEW.** County shall assign senior management staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, fiscal and overall performance activity. The Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site and/or electronic reviews of Contractor's clinical documentation.

20. **ADDITIONAL PROGRAM REQUIREMENTS FOR MHSA-FUNDED PROGRAMS.** In accepting MHSA funding for the Program, Contractor shall adhere to the following MHSA principals:

- A. Cultural Competence. Adopting behaviors, attitudes and policies that enable providers to work effectively in cross-cultural situations.
- B. Client and Family Driven System of Care. Clients and families of clients identify needs and preferences that result in the most effective services and support.
- C. Community Collaboration. Individuals, families, agencies, and businesses work together for a shared vision.
- D. Integrated Service Experiences. Services for clients and families are "seamless," limiting the need for negotiating with multiple agencies and funding sources.
- E. Focus on Wellness. Includes recovery and resilience: people diagnosed with a mental illness are able to live, work, learn and participate fully in their communities.

ATTACHMENT A

SANTA BARBARA COUNTY MENTAL HEALTH PLAN, QUALITY MANAGEMENT STANDARDS

The Santa Barbara County Alcohol, Drug and Mental Health Services Department is Santa Barbara County's Medi-Cal Mental Health Plan (MHP) and has established the following standards for all organizational, individual, and group providers furnishing Specialty Mental Health Services. This Attachment A provides minimum standards for all services provided under this Agreement, unless a stricter standard is provided in the Exhibit A-MH to this Agreement.

1. Assessment

- A. Initial Assessment: Each individual anticipated to be served for 60 days or more shall have a comprehensive assessment performed and documented by the 61st day of service. To allow time for review and correction, Contractors should complete the assessment by the 45th day of service. This assessment shall address areas detailed in the MHP's Agreement with the California Department of Health Care Services. The Assessment must be completed in the format designated by the MHP and must be completed and signed by a Licensed Practitioner of the Healing Arts (LPHA) (i.e. physician, psychologist, Licensed Clinical Social Worker, Licensed Marriage and Family Therapist, or Registered Nurse) and the client and/or guardian.
- B. Assessment Update: A reevaluation/reassessment of key indicators will be performed and documented within the chart on an annual basis with reassessment of required clinical symptoms, impairments and functioning. The time frame for this update is within 60 days prior to the anniversary date of the previous assessment.

2. Plan of Care

- A. Client Service Plan (CSP): The plan of care shall be completed by the Contractor when designated by the MHP. Contractor will coordinate with the MHP Clinic Team to determine responsibility for development of the CSP.
- B. Frequency: The CSP shall be completed by the 61st day in all cases in which services will exceed 60 days. At minimum, the CSP must be updated annually, within 60 days prior to the anniversary date of the previous CSP.
- C. Content of CSPs:
 - 1. Specific, observable or quantifiable goals.
 - 2. Proposed type(s) of intervention to address each of the functional impairments identified in the Assessment.
 - 3. Proposed duration of intervention(s).
 - 4. Documentation of the client's participation in and agreement with the plan. This includes client signature on the plan and/or reference to client's participation and agreement in progress notes.
- D. Signature (or electronic equivalent) by a LPHA (the LPHA must be a physician for Medicare clients) and the client. CSPs shall be consistent with the diagnoses and the focus of intervention will be consistent with the CSP goals.
- E. Contractor will offer a copy of the CSP to the client and will document such on the client plan.

ATTACHMENT A

3. Progress Notes and Billing Records. Services must meet the following criteria, as specified in the MHP's Agreement with the California Department of Health Care Services:
 - A. All service entries will include the date services were provided.
 - B. The client record will contain timely documentation of care. Services delivered will be recorded in the client record as expeditiously as possible, but no later than 72 hours after service delivery.
 - C. Contractor will document client encounters, and relevant aspects of client care, including relevant clinical decisions and interventions, in the client record.
 - D. All entries will include the exact number of minutes of service provided and the type of service, the reason for the service, the corresponding client plan goal, the clinical intervention provided, the signature of the person providing the service (or electronic equivalent); the person's professional degree, licensure or job title; and the relevant identification number.
 - E. The record will be legible.
 - F. The client record will document referrals to community resources and other agencies, when appropriate.
 - G. The client record will document follow-up care or, as appropriate, a discharge summary.
 - H. Timeliness/Frequency of Progress Notes
 1. Progress Notes shall be prepared for every Service Contact including:
 - a) Mental Health Services (Assessment, Evaluation, Collateral, Individual/Group/Family Therapy, Individual/Group/Family Rehabilitation);
 - b) Medication Support Services;
 - c) Crisis Intervention;
 - d) Targeted Case Management (billable or non-billable).
 2. Progress Notes shall be prepared daily for clients in the following treatment settings:
 - a) Crisis Residential;
 - b) Crisis Stabilization (1x/23hr);
 - c) Day Treatment Intensive.
 3. Progress Notes shall be prepared weekly for clients in the following treatment settings:
 - a) Day Treatment Intensive for Clinical Summary;
 - b) Day Rehabilitation;
 - c) Adult Residential.
 4. Progress notes shall be prepared at each shift change for Acute Psychiatric Inpatient and other inpatient settings.
4. Additional Requirements
 - A. Contractor shall display Medi-Cal Member Services Brochures in English and Spanish in their offices. In addition, Contractors shall post grievance and appeal process notices in a visible location in their waiting rooms along with copies of English and Spanish

ATTACHMENT A

grievance and appeal forms with MHP self-addressed envelopes to be used to send grievances or appeals to ADMHS Quality Assurance department.

- B. Contractor shall be knowledgeable of and adhere to MHP policies on Client Rights as outlined in the Medi-Cal Member Services Brochures.
- C. Contractor shall ensure that direct service staff attend two cultural competency trainings per fiscal year and shall retain evidence of attendance for the purpose of reporting to the Cultural Competency Coordinator.
- D. Contractor staff performing services under this Agreement shall receive formal training on the Medi-Cal documentation process prior to providing any services under this Agreement. Contractor shall ensure that each staff member providing clinical services under this contract receives initial and annual training as specified in the ADMHS Mandatory Trainings Policy and Procedure #31.
- E. Contractor shall establish a process by which Spanish speaking staff who provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing Spanish language.
- F. Contractor shall provide timely access to care and service delivery in the following areas as required by the State MHP standards:
 - 1. Where applicable, 24 hours per day, 7 days per week access to “urgent” services (within 24 hours) and “emergency” services (same day);
 - 2. Access to routine appointments (1st appointment within 10 business days. When not feasible, Contractor shall give the client the option to re-contact the Access team and request another provider who may be able to serve the client within the 10 business day standard).

The MHP Quality Assurance/Utilization Management team of Santa Barbara County shall monitor clinical documentation and timeliness of service delivery.

- G. Contractor shall not create, support or otherwise sanction any policies or procedures that discriminate against Medi-Cal beneficiaries. Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial beneficiaries or, in the alternative, Contractor shall offer hours of operation that are comparable to those hours offered to Medicaid fee-for-service clients, if the provider serves only Medicaid beneficiaries.
- H. Contractor shall be notified of possible corrective actions to be taken when the Contractor does not adhere to MHP established standards or respond to corrective actions. The process for ensuring compliance and implementing corrective actions is as follows, as described in ADMHS’ Policy and Procedure #24:
 - 1. If Contractor is identified as operating outside of the compliance standards, Contractor shall be notified of lack of compliance with Federal and State standards and shall be asked to rectify the areas in which they have been out of compliance. A copy of this notification shall be placed in the provider file. Contractors are expected to complete all corrections within 90 calendar days from the date of notice. This will be considered the Period of Review. The specific nature of the documentation to show evidence of compliance will be based on the infraction.
 - 2. Following the 90 day Period of Review, should Contractor be unable to fulfill contractual obligations regarding compliance, Contractor shall meet with the Quality Assurance Manager within 30 calendar days to identify barriers to compliance. If an

ATTACHMENT A

agreement is reached, the Contractor shall have not more than 30 calendar days to provide proof of compliance. If an agreement is not forthcoming, the issue will be referred to the Executive Management Team which will review the issue and make a determination of appropriate action. Such action may include, but are not limited to: suspension of referrals to the individual or organizational provider, decision to de-certify or termination of Agreement, or other measures.

Reference: Service and Documentation Standards of the State of California, Department of Health Care Services.

ATTACHMENT D

ORGANIZATIONAL SERVICE PROVIDER SITE CERTIFICATION

COMPLIANCE REQUIREMENTS

1. In order to obtain site certification as a Medi-Cal provider, Contractor must be able to demonstrate compliance with the following requirements:
 - A. Contractor is currently, and for the duration of this Agreement shall remain, licensed in accordance with all local, State, and Federal licensure requirements as a provider of its kind.
 - B. The space owned, leased, or operated by the Contractor and used for services or staff meets all local fire codes. Contractor shall provide a copy of fire clearance to Quality Assurance/Utilization Management.
 - C. The physical plant of the site owned, occupied, or leased by the Contractor and used for services or staff is clean, sanitary, and in good repair.
 - D. Contractor establishes and implements maintenance policies for the site owned, occupied, or leased by the Contractor and used for services or staff, to ensure the safety and well-being of clients and staff.
 - E. Contractor has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, and procedures for reporting unusual occurrences relating to health and safety issues.
 - F. The Contractor maintains client records in a manner that meets the requirements of the County pursuant to the latest edition of the California State Mental Health Plan, and applicable state and federal standards.
 - G. Contractor has staffing adequate to allow the County to claim federal financial participation for the services the Contractor delivers to clients.
 - H. Contractor has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
 - I. Contractor has, as a head of service, a licensed mental health professional or rehabilitation specialist.
 - J. For Contractors that provide or store medications, the Contractor stores and dispenses medications in compliance with all pertinent State and Federal standards, specifically:
 1. All drugs obtained by prescription are labeled in compliance with Federal and State laws. Prescription labels may be altered only by authorized personnel.
 2. Drugs intended for external use only or food stuffs are stored separately from drugs for internal use.
 3. All drugs are stored at proper temperatures. Room temperature drugs should be stored at 59 – 86 degrees Fahrenheit, and refrigerated drugs must be stored at 36 – 46 degrees Fahrenheit.

ATTACHMENT D

4. Drugs are stored in a locked area with access limited only to those medical personnel authorized to prescribe, dispense, or administer medication.
 5. Drugs are not retained after the expiration date. IM (Intramuscular) multi-dose vials are to be dated and initialed when opened.
 6. A drug log is to be maintained to ensure the Contractor disposes of expired, contaminated, deteriorated, and abandoned drugs in a manner consistent with State and Federal laws.
 7. Contractor's Policies and Procedures manual addresses the issues of dispensing, administration and storage of all medications.
2. **CERTIFICATION** - On-site certification is required every three (3) years. Additional certification reviews may be necessary if:
- A. The Contractor makes major staffing changes.
 - B. The Contractor makes organizational and/or corporate structural changes (i.e., conversion from non-profit status).
 - C. The Contractor adds Day Treatment or Medication Support services requiring medications to be administered or dispensed from Contractor's site.
 - D. There are significant changes in the physical plant of the provider site (some physical plant changes could require new fire clearance).
 - E. There is a change of ownership or location.
 - F. There are complaints regarding the Contractor.
 - G. There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.
 - H. On-site certification is not required for hospital outpatient departments which are operating under the license of the hospital. Services provided by hospital outpatient departments may be provided either on the premises or offsite.

ATTACHMENT E

Program Goals, Outcomes, and Measures

Universal Treatment Services Outcome Measures for Alcohol and Drug Program Services (applicable to services described in Exhibit A – ADP)		
Program Goal	Outcome	Measure
❖ Reduce substance use and improve overall life functioning while in treatment and at the point of discharge including establishing a sober support system and a significant reduction in all substance abuse and accompanying mental health problems	<ul style="list-style-type: none"> ✓ Clients receiving services for more than 30 days ✓ Clients that stay in treatment a minimum of 90 days ✓ Clients that successfully complete treatment 	<ul style="list-style-type: none"> ➤ Number of clients in treatment a minimum of 30 days, and have received at least one service in the past 30 days ➤ Number of clients remaining in treatment for a minimum of 90 days ➤ Number of clients that successfully complete treatment
❖ Assist clients to develop the skills necessary to lead healthy and productive lives	<ul style="list-style-type: none"> ✓ Decreased readmission rates ✓ Clients who reported unemployment or not seeking employment at admission will be employed or enrolled in a job training or school at discharge 	<ul style="list-style-type: none"> ➤ Number of readmissions ➤ Number of clients employed, seeking employment, enrolled in job training or school at discharge

Adult Program Evaluation Residential Programs (applicable to services described in Exhibit A – MH)		
Program Goal	Outcome	Measure
❖ Prepare clients to transition from institutional care to community living	<ul style="list-style-type: none"> ✓ Increased life skills needed to participate in purposeful activity and increase quality of life 	<ul style="list-style-type: none"> ➤ Number of clients employed, enrolled in school or training, or volunteering
❖ Secure community living arrangements for client prior to graduation	<ul style="list-style-type: none"> ✓ Successful transition to community living ✓ Reduced client homelessness 	<ul style="list-style-type: none"> ➤ Number of clients graduating to lower level of care community living ➤ Number of clients re-entering residential treatment ➤ Number of clients with stable/permanent housing at graduation
❖ Reduce mental health and substance abuse symptoms resulting in reduced need for involuntary or higher level of care services	<ul style="list-style-type: none"> ✓ Decreased inpatient/acute care days and length of hospital stay ✓ Decreased incarceration rates 	<ul style="list-style-type: none"> ➤ Number of hospital, IMD and State Hospital admissions; length of hospital stay ➤ Number of incarceration days

EXHIBIT B FINANCIAL PROVISIONS

This Exhibit B includes:

1. EXHIBIT B – Financial Provisions – ADP
2. EXHIBIT B – Financial Provisions – MH
3. EXHIBIT B-1 – Schedule of Rates and Contract Maximum – ADP
4. EXHIBIT B-1 – Schedule of Rates and Contract Maximum – MH
5. EXHIBIT B-2 – Contractor Budget
6. EXHIBIT B-3 – ADP Sliding Fee Scale

EXHIBIT B FINANCIAL PROVISIONS - ADP

(applicable to services described in Exhibit A- ADP)

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

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

I. PAYMENT FOR SERVICES.

- A. Performance of Services. Contractor shall be compensated on a cost reimbursement basis, subject to the limitations described herein, for provision of the Units of Service (UOS) established in the Exhibit B-1- ADP based on satisfactory performance of the Alcohol and Drug Program services described in Exhibit A.
- B. Drug Medi-Cal Services. The services provided by Contractor's Program described in Exhibit A that are covered by the Drug Medi-Cal Program will be reimbursed by County as specified in Exhibit B-1-ADP. Pursuant to Title 9 California Code of Regulations (CCR) 9533(a)(2), Contractor shall accept proof of eligibility for Drug Medi-Cal as payment in full for treatment services rendered, and shall not collect any other fees from Drug Medi-Cal clients, except where a share of cost, defined in Title 22 CCR section 50090, is authorized under Title 22 CCR sections 50651 et seq. Contractor shall not charge fees to beneficiaries for access to Drug Medi-Cal substance abuse services or for admission to a Drug Medi-Cal treatment slot.
- C. Non-Drug Medi-Cal Services. County recognizes that some of the services provided by Contractor's Program, described in Exhibit A, may not be reimbursable by Drug Medi-Cal, or may be provided to individuals who are not Drug Medi-Cal eligible and such services may be reimbursed by other County, State, and Federal funds only to the extent specified in Exhibit B-1 ADP. Funds for these services are included within the Maximum Contract Amount.
- D. Limitations on Use of Funds Received Pursuant to this Agreement. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A to this Agreement. Expenses shall comply with the requirements established in OMB A-87, A-122, and all other applicable regulations. Violation of this provision or use of County funds for purposes other than those described in Exhibit A shall constitute a material breach of this Agreement.

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$1,136,106, inclusive of \$168,270** in Alcohol and Drug Program funding, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-ADP. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

III. OPERATING BUDGET AND PROVISIONAL RATE.

- A. Operating Budget. Prior to the Effective Date of this Agreement, Contractor shall provide County with an Operating Budget on a format acceptable to, or provided by County, attached to

EXHIBIT B FINANCIAL PROVISIONS - ADP

this Agreement as Exhibit B-2.

- B. Provisional Rate. County agrees to reimburse Contractor at a Provisional Rate (the "Provisional Rate") during the term of this Agreement. The Provisional Rate shall be established as follows:
1. The provisional rate shall be the current Drug Medi-Cal Schedule of Maximum Allowances (SMA) rates as determined by the State budget process for the following services:
 - a. All Drug Medi-Cal Services;
 - b. Claims for all Drug Medi-Cal services and all Intensive Outpatient Treatment Rehabilitative/Ambulatory Outpatient or ODF - Group, and Rehabilitative/Ambulatory ODF - Individual services, are to be entered into the County's Management Information System (MIS) and corrected no later than 7 calendar days after the end of the month in which services are delivered, as specified in Exhibit A ADP, Section 5, Billing Documentation, although late claims may be submitted as needed in accordance with State and Federal regulations.
 2. For all other services, the rate or billing increment shall be as reflected in Exhibit B-1 ADP.

At any time during the term of this Agreement, Director shall have the option to adjust the Provisional Rate to a rate based on allowable costs less all applicable revenues, and the volume of services provided in prior quarters, subject to the limitations described in this Section III.B.

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

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

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

V. REALLOCATION OF PROGRAM FUNDING.

Contractor shall make written application to Director, or designee, in advance and no later than April 1 of each Fiscal Year, to reallocate funds as outlined in Exhibit B-1 ADP between Programs or funding

EXHIBIT B FINANCIAL PROVISIONS - ADP

sources, for the purpose of meeting specific Program needs or for providing continuity of care to its clients. Contractor's application shall include a narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining impact of the reallocation as may be applicable to future years. The Director's, or designee's, decision of whether to allow the reallocation of funds shall be in writing to Contractor prior to implementation by Contractor.

VI. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

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

B. Submission of Claims and Invoices:

1. Claims for all Drug Medi-Cal services and all Intensive Outpatient Treatment, Rehabilitative/Ambulatory Outpatient or ODF - Group, and Rehabilitative/Ambulatory ODF – Individual services, are to be entered into the County's Management Information System (MIS) and corrected no later than 7 calendar days after the end of the month in which services are delivered, as specified in Exhibit A, Section 5, Billing Documentation, although late claims may be submitted as needed in accordance with State and Federal regulations.

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

2. Invoices for all Non-Drug Medi-Cal services described in Exhibit A shall be delivered electronically to adpfinance@co.santa-barbara.ca.us on a form acceptable to or provided by County, within 10 calendar days of the end of the month in which services are delivered and shall include: i) sufficient detail and supporting documentation to enable an audit of the charges, ii) the amount owed by County, and iii) the contract number and signature of Contractor's authorized representative.

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

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

C. Payment Limitations.

1. Payment for Drug Medi-Cal services will be based on the UOS accepted into MIS and claimed to the State on a monthly basis.
2. Claims for all Drug Medi-Cal services and all Intensive Outpatient Treatment, Rehabilitative/Ambulatory Outpatient or ODF - Group, and Rehabilitative/Ambulatory

EXHIBIT B FINANCIAL PROVISIONS - ADP

ODF – Individual services, are to be entered into the County's Management Information System (MIS) and corrected no later than 7 calendar days after the end of the month in which services are delivered, as specified in Exhibit A ADP, Section 5, Billing Documentation, although late claims may be submitted as needed in accordance with State and Federal regulations.

3. The Program Contract Maximums specified in Exhibit B-1 and this Exhibit B are intended to cover services during the entire term of the Agreement, unless otherwise specified in Exhibit A ADP (such as time-limited or services tied to the school year). Under no circumstances shall Contractor cease services prior to June 30 due to an accelerated draw down of funds earlier in the Fiscal Year. Failure to provide services during the entire term of the Agreement may be considered a breach of contract and subject to the Termination provisions specified in the Agreement Section 20.
- D. Monthly Financial Statements. Within 15 calendar days of the end of the month in which alcohol and other drug services are delivered, Contractor shall submit monthly financial statements reflecting the previous month's and cumulative year to date direct and indirect costs and other applicable revenues for Contractor's programs described in Exhibit A ADP. Financial Statements shall be submitted electronically to adpfinance@co.santa-barbara.ca.us.
- E. Withholding of Payment for Non-Submission of MIS and Other Information. If any required MIS data, invoice or report(s) is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Director or designee. Director or designee shall review such submitted service data within 60 calendar days of receipt.
- F. Withholding of Payment for Unsatisfactory Clinical Work. Director or designee may deny payment for services when documentation of clinical work does not meet minimum State and County written standards.
- G. Claims Submission Restrictions:
1. Thirty-Day Billing Limit for Drug Medi-Cal Services: Unless otherwise determined by State or federal regulations, all original (or initial) claims for eligible individual persons under this Agreement must be received by County within 7 days from the end of the month in which services were provided to avoid possible payment reduction or denial for late billing. Late claims may be submitted up to one year after the month in which services were rendered with documentation of good cause. The existence of good cause shall be determined by the State as provided in Title 22 CCR Sections 51008 and 51008.5.
 2. Billing Limit for all other services: For all other services, claims must be received by County within 10 days from the end of the month in which services were provided to avoid possible denial of reimbursement for late billing.
 3. No Payment for Services Provided Following Expiration/ Termination of Agreement. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such

EXHIBIT B

FINANCIAL PROVISIONS - ADP

payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

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

VII. COST REPORT

- A. Submission of Cost Report. Within four weeks after the release of the cost report template by the Department of Health Care Services (DHCS), but no sooner than 45 days after the end of the fiscal year, Contractor shall provide County with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the applicable prior fiscal year. The Annual Cost Report shall be prepared by Contractor in accordance with all applicable federal, State and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by Contractor shall be reported in its annual Cost Report, and shall be used to offset gross cost. Contractor shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to Director or Designee upon reasonable notice.
- B. Cost Report to be Used for Initial Settlement. The Cost Report shall be the financial and statistical report submitted by Contractor to County, and shall serve as the basis for initial settlement to Contractor. Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.
- C. Penalties. In addition, failure of Contractor to submit accurate and complete Annual Cost Report(s) by 45 days after the due date set in Section VII.A above or the expiration or termination date of this Agreement shall result in:
1. A Late Penalty of ONE HUNDRED DOLLARS (\$100) for each day that the accurate and complete Annual Cost Report(s) is (are) not submitted. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report. The Late Penalty shall commence on the forty-sixth (46th) day after the deadline or the expiration or termination date of this Agreement. County shall deduct the Late Penalty assessed against Contractor from the final month's payment due under the Agreement.
 2. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred and fifth (105th) day after the due date set in Section VII.A or the expiration or termination date of this Agreement, then all amounts paid by County to Contractor in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding shall be repaid by Contractor to County. Further, County shall terminate any current contracts entered into with Contractor for programs covered by the outstanding Annual Cost Reports.
- D. Audited Financial Reports: Each year of the Agreement, the Contractor shall submit to County a copy of their audited annual financial statement, including management

EXHIBIT B FINANCIAL PROVISIONS - ADP

comments. This report shall be submitted within thirty (30) days after the report is received by Contractor.

- E. Single Audit Report: If Contractor is required to perform a single audit and/or program specific audit, per the requirements of OMB circular A-133, Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt.

VIII. PRE-AUDIT COST REPORT SETTLEMENTS.

- A. Pre-audit Cost Report Settlements. Based on the Annual Cost Report(s) submitted pursuant to this Exhibit B Section VII (Cost Report) and State approved UOS, at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the State and/or County will perform pre-audit cost report settlement(s). Such settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or federal statutes, regulations, policies and procedures, or requirements pertaining to cost reporting and settlements for applicable federal and/or State programs. Settlement shall be adjusted to the lower of:
 - 1. Contractor's published charge(s) to the general public, as approved by the Contractor's governing board; unless the Contractor is a Nominal Charge Provider. This federal published charges rule is applicable only for the outpatient, rehabilitative, case management and 24-hour services.
 - 2. The Contractor's actual costs.
 - 3. The last approved State Schedule of Maximum Allowances (SMA).
 - 4. The Maximum Contract Amount of this Agreement.
- B. Issuance of Findings. County's issuance of its pre-audit cost report settlement findings shall take place no later than one-hundred-twenty (120) calendar days after the receipt by County from the State of the State's Final Cost Report Settlement package for a particular fiscal year.
- C. Payment. In the event that Contractor adjustments based on any of the above methods indicate an amount due the County, Contractor shall pay County by direct payment within thirty (30) days or from deductions from future payments, if any, at the sole discretion of the Director.

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

- A. Audit by Responsible Auditing Party. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and federal law, authorized representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the ADP services/activities provided under this Agreement.
- B. Settlement. Settlement of the audit findings will be conducted according to the Responsible Auditing Party's procedures in place. In the case of a State Medi-Cal audit, the State and County will perform a post-audit Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or

EXHIBIT B
FINANCIAL PROVISIONS - ADP

payable until the Responsible Auditing Party initiates its settlement action with County.

- C. Invoice for Amounts Due. County shall issue an invoice to Contractor for any amount due to the County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice.
- D. Appeal. Contractor may appeal any such audit findings in accordance with the audit appeal process established by the Responsible Auditing Party performing the audit.

EXHIBIT B FINANCIAL PROVISIONS - MH

Financial Provisions – Mental Health-Funded Services

(Applicable to Services described in Exhibit A-MH)

(With attached Schedule of Rates [Exhibit B-1 - MH])

This Agreement provides for reimbursement for services up to the Maximum Contract Amount. For Medi-Cal and all other services provided under this Agreement, Contractor will comply with all applicable requirements necessary for reimbursement in accordance with Welfare and Institutions Code §§14705-14711, and other applicable Federal, State and local laws, regulations, rules, manuals, policies, guidelines and directives.

I. PAYMENT FOR SERVICES

- A. Performance of Services. Contractor shall be compensated on a cost reimbursement basis, subject to the limitations described in this Agreement and all exhibits hereto, for provision of the Units of Service (UOS) or other deliverables as established in Exhibit B-1-MH based on satisfactory performance of the services described in Exhibit A-MH.
- B. Medi-Cal Services. The services provided by Contractor's Program described in Exhibit A that are covered by the Medi-Cal Program will be reimbursed by County from Federal Financial Participation (FFP) and State and local funds as specified in Exhibit B-1-MH.
- C. Non-Medi-Cal Services. County recognizes that some of the services provided by Contractor's Program, described in Exhibit A, may not be reimbursable by Medi-Cal, or may be provided to individuals who are not Medi-Cal eligible, and such services may be reimbursed by other County, State, and Federal funds only to the extent specified in Exhibit B-1-MH. Funds for these services are included within the Maximum Contract Amount, and are subject to the same requirements as funds for services provided pursuant to the Medi-Cal program.
- D. Limitations on Use of Funds Received Pursuant to this Agreement. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A-MH to this Agreement. Expenses shall comply with the requirements established in OMB A-87, A-122, and all other applicable regulations. Violation of this provision or use of County funds for purposes other than those described in Exhibit A-MH shall constitute a material breach of this Agreement.

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed \$1,136,106, inclusive of **\$967,836** in Mental Health funding, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1 – Mental Health. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

III. OPERATING BUDGET AND PROVISIONAL RATE

- A. Operating Budget. Prior to the Effective Date of this Agreement, Contractor shall provide County with an Operating Budget on a format acceptable to, or provided by County, based on costs net of revenues as described in this Exhibit B, Section IV (Accounting for Revenues). The approved Operating Budget shall be attached to this Agreement as Exhibit B-2.

EXHIBIT B FINANCIAL PROVISIONS - MH

- B. Provisional Rate for Mental Health Services. County agrees to reimburse Contractor at a Provisional Rate (the "Provisional Rate") during the term of this Agreement. The Provisional Rate shall be established by using the cost per unit from the Contractor's most recently filed cost report or average cost per unit based on the latest available data from the prior Fiscal Year, as set forth in Exhibit B-1-MH. Quarterly, or at any time during the term of this Agreement, Director shall have the option to adjust the Provisional Rate to a rate based on allowable costs less all applicable revenues and the volume of services provided in prior quarters.
- C. Per Diem Rate for Board and Care Services. County agrees to reimburse Contractor at a Per Diem Rate during the term of this Agreement, as specified in Exhibit B-1-MH, for Board and Care services for clients without a third party payor, for services authorized by County in advance of service provision. "Per Diem Rate" means a maximum daily rate paid for Board and Care costs for a client for the day of admission and each day that services are provided excluding the day of discharge.

Contractor shall be reimbursed for a MHSA bed day of service, at the Per Diem rate, when the client occupies a bed at 12:00 midnight provided that more than 24 hours has elapsed between admission and discharge. In addition, a MHSA bed day of service may also be reimbursed by County if the client is admitted and discharged during the same 24-hour period provided that such admission and discharge is not within 24 hours of a prior discharge from Contractor's facility, as approved by County.

IV. ACCOUNTING FOR REVENUES

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

V. REALLOCATION OF PROGRAM FUNDING

Contractor shall make written application to Director, in advance and no later than April 1 of each Fiscal Year, to reallocate funds as outlined in Exhibit B-1-MH between programs, for the purpose of meeting specific program needs or for providing continuity of care to its clients. Contractor's application shall include a narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining impact of the reallocation as may be applicable to future years. The Director's decision of whether to allow the reallocation of funds shall be in writing to Contractor prior to implementation by Contractor.

VI. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS

EXHIBIT B FINANCIAL PROVISIONS - MH

A. Submission of Claims and Invoices.

1. Submission of Claims and Invoices for Medi-Cal Services. Claims for services, are to be entered into the County's Management Information System (MIS) within 10 calendar days of the end of the month in which mental health services are delivered, although late claims may be submitted as needed in accordance with State and federal regulations. ADMHS shall provide to Contractor a report that: i) summarizes the Medi-Cal UOS approved to be claimed for the month, multiplied by the provisional rate in effect at the time of service, ii) states the amount owed by County, and iii) includes the Agreement number. Contractor shall review the report and indicate concurrence that the report will be the basis for Contractor's provisional payment for the month. Contractor shall indicate concurrence within two (2) business days electronically to the County designated representative or to:

admhsfinancecbo@co.santa-barbara.ca.us

Santa Barbara County Alcohol, Drug, and Mental Health Services
ATTN: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110 –1316

Contractor agrees that it shall be solely liable and responsible for all data and information submitted to the County and submitted by the County to the State on behalf of Contractor. Payment will be based on the UOS accepted into MIS and claimed to the State on a monthly basis.

2. Submission of Claims and Invoices for Non Medi-Cal Services. Contractor shall submit a written invoice within 10 calendar days of the end of the month in which non-Medi-Cal services are delivered that: i) depicts the actual costs of providing the services less any applicable revenues, including the provisional Medi-Cal payment as described in VI.A.1 of this Exhibit B, as appropriate, ii) details the number of MHSA bed days provided for the month, iii) states the amount owed by County; iv) depicts any share of cost or other payments; and v) includes the Agreement number and signature of Contractor's authorized representative. Invoices shall be delivered to the designated representative or address described in Section VI.A.1 of this Exhibit B.
3. The Program Contract Maximums specified in Exhibit B-1-MH and this Exhibit B-MH are intended to cover services during the entire term of the Agreement, unless otherwise specified in Exhibit A-MH (such as time-limited or services tied to the school year). Under no circumstances shall Contractor cease services prior to June 30 due to an accelerated draw down of funds earlier in the Fiscal Year. Failure to provide services during the entire term of the Agreement may be considered a breach of contract and subject to the Termination provisions specified in the Agreement Section 20.

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

- ### **B. Monthly Financial Statements.** Within 15 calendar days of the end of the month in which services are delivered, Contractor shall submit monthly financial statements reflecting the

EXHIBIT B

FINANCIAL PROVISIONS - MH

previous month's and cumulative year to date direct and indirect costs and other applicable revenues for Contractor's programs described in Exhibit A-MH.

- C. Withholding of Payment for Non-submission of MIS and Other Information. If any required MIS data, invoice, financial statement or report is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Director or designee. Director or designee shall review such submitted service data within sixty (60) calendar days of receipt.
- D. Withholding of Payment for Unsatisfactory Clinical Documentation. Director or designee shall have the option to deny payment for services when documentation of clinical services does not meet minimum Federal, State and County written standards.
- E. Claims Submission Restrictions.
 - 1. 12-Month Billing Limit. Unless otherwise determined by State or federal regulations (e.g. Medi-Medi cross-over), all original (or initial) claims for eligible individual persons under this Agreement must be received by County within 12 months from the month of service to avoid denial for late billing.
 - 2. No Payment for Services Provided Following Expiration/ Termination of Agreement. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.
- F. Claims Certification and Program Integrity. Contractor shall certify that all UOS entered by Contractor into MIS for any payor sources covered by this Agreement are true and accurate to the best of Contractor's knowledge.

VII. COST REPORT

- A. Submission of Cost Report. Within four weeks after the release of the cost report template by the Department of Health Care Services (DHCS), but no sooner than 45 days after the end of the fiscal year, Contractor shall provide County with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the applicable prior fiscal year. The Annual Cost Report shall be prepared by Contractor in accordance with all applicable federal, State and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by Contractor shall be reported in its annual Cost Report, and shall be used to offset gross cost. Contractor shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to Director or Designee upon reasonable notice.

EXHIBIT B
FINANCIAL PROVISIONS - MH

- B. Cost Report to be Used for Initial Settlement. The Cost Report shall be the financial and statistical report submitted by Contractor to County, and shall serve as the basis for initial settlement to Contractor. Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.
- C. Penalties. In addition, failure of Contractor to submit accurate and complete Annual Cost Report(s) by 45 days after the due date set in Section VII.A above or the expiration or termination date of this Agreement shall result in:
3. A Late Penalty of ONE HUNDRED DOLLARS (\$100) for each day that the accurate and complete Annual Cost Report(s) is (are) not submitted. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report. The Late Penalty shall commence on the forty-sixth (46th) day after the deadline or the expiration or termination date of this Agreement. County shall deduct the Late Penalty assessed against Contractor from the final month's payment due under the Agreement.
 4. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred and fifth (105th) day after the due date set in Section VII.A or the expiration or termination date of this Agreement, then all amounts paid by County to Contractor in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding shall be repaid by Contractor to County. Further, County shall terminate any current contracts entered into with Contractor for programs covered by the outstanding Annual Cost Reports.
- D. Audited Financial Reports: Each year of the Agreement, the Contractor shall submit to County a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by Contractor.
- E. Single Audit Report: If Contractor is required to perform a single audit and/or program specific audit, per the requirements of OMB circular A-133, Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt.

VIII. PRE-AUDIT COST REPORT SETTLEMENTS.

- A. Pre-audit Cost Report Settlements. Based on the Annual Cost Report(s) submitted pursuant to this Exhibit B Section VII (Cost Reports) and State approved UOS, at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the State and/or County will perform pre-audit cost report settlement(s). Such settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or federal statutes, regulations, policies and procedures, or requirements pertaining to cost reporting and settlements for applicable federal and/or State programs. In no event shall MHSA funds be diverted to compensate Contractor for disallowed and/or denied Medi-Cal services. Settlement shall be adjusted to the lower of:
1. Contractor's published charge(s) to the general public, as approved by the Contractor's governing board; unless the Contractor is a Nominal Charge Provider. This federal published charges rule is applicable only for the outpatient, rehabilitative, case management and 24-hour services.
 2. The Contractor's actual costs.

EXHIBIT B
FINANCIAL PROVISIONS - MH

3. The last approved State Schedule of Maximum Allowances (SMA).
 4. The Maximum Contract Amount of this Agreement.
- B. Issuance of Findings. County's issuance of its pre-audit cost report settlement findings shall take place no later than one-hundred-twenty (120) calendar days after the receipt by County from the State of the State's Final Cost Report Settlement package for a particular fiscal year.
- C. Payment. In the event that Contractor adjustments based on any of the above methods indicate an amount due the County, Contractor shall pay County by direct payment within thirty (30) days or from deductions from future payments, if any, at the sole discretion of the Director.

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

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

EXHIBIT B-1

EXHIBIT B-1
ALCOHOL, DRUG AND MENTAL HEALTH SERVICES
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(applicable to services described in Exhibit A- ADP)

CONTRACTOR NAME:

Phoenix

FISCAL YEAR: 2014-2015

	Unit	PROGRAM		
		Outpatient Treatment		Total
DESCRIPTION/MODE/SERVICE FUNCTION:		NUMBER OF UNITS PROJECTED (based on history):		
33-ODF Group	session	5260		5,260
34-ODF Individual	session	450		450
COST PER UNIT/PROVISIONAL RATE (PROPOSED):				
33-ODF Group			\$26.23	
34-ODF Individual			\$67.38	
GROSS COST:		\$ 258,721		\$258,721
LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)				
CLIENT FEES				\$0
CLIENT INSURANCE				\$0
CONTRIBUTIONS/GRANTS (includes unsecured)		\$ 34,451		\$34,451
FOUNDATIONS/TRUSTS				\$0
SPECIAL EVENTS				\$0
OTHER (LIST): Program Service Fees		\$ 56,000		\$56,000
TOTAL CONTRACTOR REVENUES*		\$ 90,451	\$ -	\$90,451
MAXIMUM (NET) CONTRACT AMOUNT:		\$ 168,270	\$ -	\$ 168,270

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT*				
Drug Medi-Cal		\$100,000		\$100,000
Realignment/SAPT - Discretionary		\$68,270		\$68,270
TOTAL (SOURCES OF FUNDING)		\$ 168,270		\$168,270

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

*Funding sources are estimated at the time of contract execution and may be reallocated at ADMHS' discretion based on available funding sources.

EXHIBIT B-1

EXHIBIT B-1 - MH ALCOHOL, DRUG AND MENTAL HEALTH SERVICES SCHEDULE OF RATES AND CONTRACT MAXIMUM (for services described in Exhibit A - MH)

CONTRACTOR NAME:

Phoenix of Santa Barbara

FISCAL
YEAR: 2014-15

	PROGRAM			TOTAL
	Phoenix House†	Mountain House†		
DESCRIPTION/MODE/SERVICE FUNCTION:	NUMBER OF UNITS PROJECTED (based on history):			
Outpatient - Placement/Brokerage (15/01-09)	-	111		111
Outpatient Mental Health Services (15/10-59)	219,433	342,036		561,469
Outpatient - Crisis Intervention (15/70-79)	2,412	2,408		4,820
Board and Care - For MHSA Indigent Bed Days Only	820			820
SERVICE TYPE: M/C, NON M/C	M/C, Non M/C	M/C		
UNIT REIMBURSEMENT	minute/day	minute		
COST PER UNIT/PROVISIONAL RATE:				
Outpatient - Placement/Brokerage (15/01-09)	\$1.28			
Outpatient Mental Health Services (15/10-59)	\$1.65			
Outpatient - Crisis Intervention (15/70-79)	\$2.45			
Board and Care - For MHSA Indigent Bed Days Only	\$33.47			

GROSS COST:	\$ 658,818	\$ 739,869		\$1,398,688
LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)				
PATIENT FEES	\$ 136,820			\$136,820
PATIENT INSURANCE				\$0
CONTRIBUTIONS	\$ 18,160	\$ 19,242		\$37,402
FOUNDATIONS/TRUSTS				\$0
OTHER (LIST): SSI	\$ 98,405	\$ 142,225		\$240,630
OTHER (LIST): Shelter Plus	\$ 10,000	\$ 6,000		\$16,000
TOTAL CONTRACTOR REVENUES	\$ 263,385	\$ 167,467	\$ -	\$430,852
MAXIMUM CONTRACT AMOUNT:	\$ 395,433	\$ 572,402		\$ 967,836

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT*				
MEDI-CAL/FFP**	\$155,366	\$271,891	\$ -	\$ 427,257
OTHER FEDERAL FUNDS				\$ -
REALIGNMENT FUNDS	\$171,720	\$300,511	\$ -	\$ 472,232
STATE GENERAL FUNDS				\$ -
COUNTY FUNDS				\$ -
MHSA FOR INDIGENT MENTAL HEALTH SERVICES***	\$40,886			\$ 40,886
MHSA FOR BOARD AND CARE***	\$27,461			\$ 27,461
TOTAL (SOURCES OF FUNDING)	\$ 395,433	\$ 572,403	\$ -	\$ 967,836

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

[†] Contractor understands the Medi-Cal amounts (FFP and Realignment) specified for this program are for Medi-Cal reimbursable costs for services approved by DHCS; Contractor shall provide other funds to cover any non-Medi-Cal reimbursable costs, whether or not such amounts are reflected in this Exhibit. In the event Contractor's actual Medi-Cal reimbursable costs at the time of Cost Settlement are lower than the Program's Maximum Contract Amount, ADMHS, at its sole discretion, may use remaining Realignment funding to reimburse Contractor for non-Medi-Cal reimbursable costs, up to 5% of the Program's Maximum Contract Amount.

*Funding sources are estimated at the time of contract execution and may be reallocated at ADMHS' discretion based on available funding sources.

** Medi-Cal services may be offset by Medicare qualifying services (funding), if approved by ADMHS.

***MHSA funding only to be used as authorized by County in advance for specific bed days.

EXHIBIT B-2

Santa Barbara County Alcohol, Drug and Mental Health Services Contract Budget Packet Entity Budget By Program

AGENCY NAME: The Phoenix of Santa Barbara, Inc.

COUNTY FISCAL YEAR: 2014-15

Gray Shaded cells contain formulas, do not overwrite

LINE #	COLUMN #	1	2	3	4	5	6
	I. REVENUE SOURCES:		TOTAL AGENCY / ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Phoenix House	Mountain House	ADP
1	Contributions	\$ 140,000	\$ 71,853	\$ 18,160	\$ 19,242	\$ 34,451	
2	Foundations/Trusts		\$ -				
3	Special Events		\$ -				
4	Legacies/Bequests		\$ -				
5	Associated Organizations		\$ -				
6	Membership Dues		\$ -				
7	Program Service Fees	\$ 200,000	\$ -				
8	SAMHSA CSDC Grant	\$ 43,880	\$ -				
9	Realignment/SAPT - Discretionary	\$ -	\$ 43,880				\$ 43,880
10	ADP - DMC	\$ 100,000	\$ 100,000				\$ 100,000
11	ADP - SACPA Services	\$ 17,620	\$ 17,620				\$ 17,620
12	ADP - Drug Court	\$ 6,770	\$ 6,770				\$ 6,770
13	Mental Health - MC	\$ 899,488	\$ 899,488	\$ 327,086	\$ 572,402		
14	Mental Health - MHSA	\$ 40,886	\$ 40,886	\$ 40,886			
15	Mental Health - B&C MHSA	\$ 27,461	\$ 27,461	\$ 27,461			
16	Other (specify)		\$ -				
17	Interest	\$ 975	\$ -				
18	Total Other Revenue (Sum of lines 1 through 17)	\$ 1,477,080	\$ 1,207,958	\$ 413,593	\$ 591,644	\$ 202,721	
	I.B Client and Third Party Revenues:						
19	Residential - Shelter Plus	\$ 16,000	16,000	\$ 10,000	\$ 6,000		
20	Residential - Board & Care	\$ 240,630	240,630	\$ 98,405	\$ 142,225		
21	Residential - Private Pay	\$ 136,820	136,820	\$ 136,820			
22	ADP Private Pay	\$ 56,000	56,000				\$ 56,000
23	Other (specify)		-				
24	Total Client and Third Party Revenues (Sum of lines 19 through 23)	449,450	449,450	245,225	148,225	56,000	
25	GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 24)	1,926,530	1,657,408	658,818	739,869	258,721	

EXHIBIT B-2

	III. DIRECT COSTS			TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Phoenix House	Mountain House	ADP
	III.A. Salaries and Benefits Object Level							
26	Salaries (Complete Staffing Schedule)			1,055,548	\$ 906,113	\$ 361,054	\$ 367,691	\$ 177,368
27	Employee Benefits			106,417	\$ 95,628	\$ 43,368	\$ 45,395	\$ 6,865
28	Consultants			18,500	\$ 17,750	\$ 8,500	\$ 7,500	\$ 1,750
29	Payroll Taxes			100,777	\$ 84,320	\$ 36,493	\$ 34,581	\$ 13,246
30	Salaries and Benefits Subtotal			\$ 1,281,242	\$ 1,103,811	\$ 449,415	\$ 455,167	\$ 199,229
	III.B Services and Supplies Object Level							
31	Professional Fees			15,348	\$ 14,513	\$ 5,757	\$ 3,476	\$ 5,280
32	Supplies			20,602	\$ 15,898	\$ 2,403	\$ 2,248	\$ 11,247
33	Telephone			15,779	\$ 13,378	\$ 5,742	\$ 6,411	\$ 1,225
34	Postage & Shipping			1,882	\$ 1,706	\$ 738	\$ 765	\$ 203
35	Mortgage Interest,Occupancy Expense			55,341	\$ 31,080	\$ 3,480	\$ 27,600	
36	Rental/Maintenance Equipment			53,841	\$ 43,694	\$ 16,887	\$ 24,187	\$ 2,620
37	Dues & Subscriptions			8,760	\$ 7,956	\$ 3,373	\$ 3,656	\$ 927
38	Transportation			10,420	\$ 8,420	\$ 3,785	\$ 3,785	\$ 850
39	Fees & Licenses Education			6,433	\$ 5,912	\$ 2,517	\$ 2,923	\$ 472
40	Insurance			52,369	\$ 46,818	\$ 24,288	\$ 19,712	\$ 2,818
41	Utilities			33,210	\$ 29,002	\$ 12,300	\$ 14,900	\$ 1,802
42	Office Supplies			13,387	\$ 11,448	\$ 4,431	\$ 4,702	\$ 2,315
43	Community Outreach			9,647	\$ -			
	Capital	Improvements	Non-Payable by ADMHS	8,304	\$ 8,304	\$ 4,152	\$ 4,152	
44	Depreciation			80,500	\$ 79,576	\$ 14,464	\$ 56,625	\$ 8,487
45	Services and Supplies Subtotal			\$ 385,823	\$ 317,705	\$ 104,317	\$ 175,142	\$ 38,246
46	III.C. Client Expense Object Level Total Non-payable by ADMHS			109,650	\$ 105,422	\$ 53,102	\$ 52,320	
47	SUBTOTAL DIRECT COSTS			\$ 1,776,715	\$ 1,526,938	\$ 606,834	\$ 682,629	\$ 237,475
	IV. INDIRECT COSTS							
48	Administrative Indirect Costs (limited to 15%)			149,815	\$ 130,470	\$ 51,984	\$ 57,240	\$ 21,246
49	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)			\$ 1,926,530	\$ 1,657,408	\$ 658,818	\$ 739,869	\$ 258,721
				-	-	-	-	-

EXHIBIT B-3
(applicable to services described in Exhibit A-ADP)

COUNTY OF SANTA BARBARA
ALCOHOL & DRUG PROGRAM
FEE SCHEDULE
FY 2014-15

ANNUAL GROSS FAMILY INCOME
NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	11,670	15,730	19,790	23,850	27,910	31,970	36,030	40,090
10	15,730	19,790	23,850	27,910	31,970	36,030	40,090	44,150
15	19,790	23,850	27,910	31,970	36,030	40,090	44,150	48,210
20	23,850	27,910	31,970	36,030	40,090	44,150	48,210	52,270
25	27,910	31,970	36,030	40,090	44,150	48,210	52,270	56,330
30	31,970	36,030	40,090	44,150	48,210	52,270	56,330	60,390
35	36,030	40,090	44,150	48,210	52,270	56,330	60,390	64,450
40	40,090	44,150	48,210	52,270	56,330	60,390	64,450	68,510
45	44,150	48,210	52,270	56,330	60,390	64,450	68,510	72,570
50	48,210	52,270	56,330	60,390	64,450	68,510	72,570	76,630
55	52,270	56,330	60,390	64,450	68,510	72,570	76,630	80,690
60	56,330	60,390	64,450	68,510	72,570	76,630	80,690	84,750
65	60,390	64,450	68,510	72,570	76,630	80,690	84,750	88,810
70	64,450	68,510	72,570	76,630	80,690	84,750	88,810	92,870
75	68,510	72,570	76,630	80,690	84,750	88,810	92,870	96,930
80	72,570	76,630	80,690	84,750	88,810	92,870	96,930	100,990
85	76,630	80,690	84,750	88,810	92,870	96,930	100,990	105,050
90	80,690	84,750	88,810	92,870	96,930	100,990	105,050	109,110

MONTHLY GROSS FAMILY INCOME
NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	973	1,311	1,649	1,988	2,326	2,664	3,003	3,341
10	1,311	1,649	1,988	2,326	2,664	3,003	3,341	3,679
15	1,649	1,988	2,326	2,664	3,003	3,341	3,679	4,018
20	1,988	2,326	2,664	3,003	3,341	3,679	4,018	4,356
25	2,326	2,664	3,003	3,341	3,679	4,018	4,356	4,694
30	2,664	3,003	3,341	3,679	4,018	4,356	4,694	5,033
35	3,003	3,341	3,679	4,018	4,356	4,694	5,033	5,371
40	3,341	3,679	4,018	4,356	4,694	5,033	5,371	5,709
45	3,679	4,018	4,356	4,694	5,033	5,371	5,709	6,048
50	4,018	4,356	4,694	5,033	5,371	5,709	6,048	6,386
55	4,356	4,694	5,033	5,371	5,709	6,048	6,386	6,724
60	4,694	5,033	5,371	5,709	6,048	6,386	6,724	7,063
65	5,033	5,371	5,709	6,048	6,386	6,724	7,063	7,401
70	5,371	5,709	6,048	6,386	6,724	7,063	7,401	7,739
75	5,709	6,048	6,386	6,724	7,063	7,401	7,739	8,078
80	6,048	6,386	6,724	7,063	7,401	7,739	8,078	8,416
85	6,386	6,724	7,063	7,401	7,739	8,078	8,416	8,754
90	6,724	7,063	7,401	7,739	8,078	8,416	8,754	9,093

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the

EXHIBIT C

Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions

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

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

EXHIBIT C

the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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