

# AGREEMENT

## FOR SERVICES OF INDEPENDENT CONTRACTOR

BC \_\_\_\_\_

**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 **PathPoint** with an address at 315 W. Haley St. #102, 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 retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

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

### **1. DESIGNATED REPRESENTATIVE**

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Cindy Burton at phone number 805-966-3310 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:                Cindy Burton, Executive Director  
PathPoint  
315 W. Haley St. #102  
Santa Barbara, CA 93101  
FAX: 805-966-5582

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 **7/1/2015** and end performance upon completion, but no later than **6/30/2016** 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.

### **6. INDEPENDENT CONTRACTOR**

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

### **7. STANDARD OF PERFORMANCE**

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

### **8. DEBARMENT AND SUSPENSION**

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

## **AGREEMENT**

### **9. TAXES**

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

### **10. CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. As required by 42 CFR sections 455.101 and 455.104, Contractor will complete a Conflict of Interest form provided by County.

### **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. Contractor shall not in any way contract on behalf of or in the name of County. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

### **13. COUNTY PROPERTY AND INFORMATION**

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

### **14. RECORDS, AUDIT, AND REVIEW**

Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain 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.

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

## **AGREEMENT**

whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification. The provisions of the Records, Audit, and Review Section shall survive any expiration or termination of this Agreement.

### **15. INDEMNIFICATION AND INSURANCE**

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

### **16. NONDISCRIMINATION**

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

### **17. NONEXCLUSIVE AGREEMENT**

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

### **18. NON-ASSIGNMENT**

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

### **19. TERMINATION**

- A. **By County.** County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.
  1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.**
    - 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 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

## AGREEMENT

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 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.

## **AGREEMENT**

### **20. SECTION HEADINGS**

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

### **21. SEVERABILITY**

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

### **22. REMEDIES NOT EXCLUSIVE**

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

### **23. TIME IS OF THE ESSENCE**

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

### **24. NO WAIVER OF DEFAULT**

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

### **25. ENTIRE AGREEMENT AND AMENDMENT**

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

## **AGREEMENT**

### **26. SUCCESSORS AND ASSIGNS**

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

### **27. COMPLIANCE WITH LAW**

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

### **28. CALIFORNIA LAW AND JURISDICTION**

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

### **29. EXECUTION OF COUNTERPARTS**

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

### **30. AUTHORITY**

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

### **31. SURVIVAL**

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

### **32. PRECEDENCE**

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

### **33. COMPLIANCE WITH HIPAA**

Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and



## **AGREEMENT**

demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

### **34. COURT APPEARANCES.**

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

### **35. PRIOR AGREEMENTS.**

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

### **36. MANDATORY DISCLOSURE.**

Contractor must disclose, in a timely manner, in writing to the County, any known violations of Federal criminal law involving fraud, bribery, or gratuity violations affecting this Agreement.

## **AGREEMENT**

### **THIS AGREEMENT INCLUDES:**

1. Exhibit A
  - i. Exhibit A - Mental Health (MH) Statement of Work
  - ii. EXHIBIT A-1 MH – Statement of Work - Residential Support Services
  - iii. EXHIBIT A-2 MH – Statement of Work - Supported Housing South (Paths to Recovery)
  - iv. ATTACHMENT A MH – Santa Barbara County Mental Health Plan, Quality Management Standards
  - v. ATTACHMENT D MH – Organizational Service Provider Site Certification
  - vi. ATTACHMENT E MH – Program Goals, Outcomes, and Measures
2. EXHIBIT B
  - i. EXHIBIT B MH - Financial Provisions
  - ii. EXHIBIT B-1 MH – Schedule of Rates and Contract Maximum
  - iii. EXHIBIT B-2 – Contractor Budget
3. EXHIBIT C – Standard Indemnification and Insurance Provisions

**AGREEMENT**

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

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

**COUNTY OF SANTA BARBARA**

By: \_\_\_\_\_  
JANET WOLF CHAIR  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

**CONTRACTOR:**  
PATHPOINT

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

**APPROVED AS TO INSURANCE FORM:**  
RAY AROMATORIO  
RISK MANAGER

By: \_\_\_\_\_  
Manager

**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

**RECOMMENDED FOR APPROVAL:**  
ALCOHOL, DRUG, AND MENTAL HEALTH SERVICES  
ALICE GLEGHORN, PH.D.  
DIRECTOR

By \_\_\_\_\_  
Director

EXHIBIT A – Mental Health  
STATEMENT OF WORK

**THIS EXHIBIT A INCLUDES THE FOLLOWING PARTS:**

- i. EXHIBIT A - Mental Health (MH) - Statement of Work
- ii. EXHIBIT A-1 MH– Residential Support Services
- iii. EXHIBIT A-2 MH– Supported Housing South (Paths to Recovery)
- iv. ATTACHMENT A MH – Santa Barbara County Mental Health Plan, Quality Management Standards
- v. ATTACHMENT D MH – Organizational Service Provider Site Certification
- vi. ATTACHMENT E MH – Program Goals, Outcomes, and Measures

EXHIBIT A – Mental Health  
STATEMENT OF WORK

**The following terms shall apply to all programs operated under this Agreement, included as Exhibits A-1 through A-2, as though separately set forth in the scope of work specific to each Program.**

1. **PERFORMANCE.** Contractor shall adhere to all County requirements and all relevant provisions of law that are now in force or which may hereafter be in force, including all relevant provisions of the following:
  - A. The County Mental Health Plan, Contract 12-89394 between the County Department of Alcohol and Drug, and Mental Health Services (ADMHS) and the State Department of Health Care Services (DHCS), available at <http://cosb.countyofsb.org/admhs/>;
  - B. The ADMHS Steering Committee Vision and Guiding Principles, available at <http://cosb.countyofsb.org/admhs/>;
  - C. California’s Mental Health Services Act; and
  - D. California Code of Regulations Title 9, Division 1.
  
2. **STAFF.**
  - A. Program Staff providing direct services to clients shall be trained and skilled at working with persons with serious mental illness (SMI), and shall adhere to professionally recognized evidence-based best practices for rehabilitation assessment, service planning, and service delivery. In addition, these staff shall receive Documentation Training in accordance with the ADMHS Mandatory Trainings Policy and Procedure.
  - B. 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.
  - C. All staff performing services under this Agreement with access to the ADMHS electronic medical record shall be reviewed and approved by ADMHS Quality Care Management (QCM) Division, in accordance with ADMHS Policy and Procedure #34, Staff Credentialing and Licensing.
  - D. Contractor shall notify County of any staffing changes as part of the quarterly Staffing Report, in accordance with Section 4.A. Reports Staffing herein. Contractor shall notify [admhscontractsstaff@co.santa-barbara.ca.us](mailto:admhscontractsstaff@co.santa-barbara.ca.us) within one business day for unexpected termination when staff separates from employment or is terminated from working under this Agreement, or within one week of the expected last day of employment or for staff planning a formal leave of absence.
  - E. At any time prior to or during the term of this Agreement, the County may require that Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor’s staff passes or fails the background clearance investigation.

EXHIBIT A – Mental Health  
STATEMENT OF WORK

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

**3. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND 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 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 ADMHS QCM Division, upon request.
- B. In the event the license/certification status of any Contractor staff member cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement.
- C. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall keep fully informed of and in compliance with all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities.

**4. REPORTS.**

- A. **Staffing.** Contractor shall submit quarterly 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 Spanish capabilities, budgeted monthly salary, actual salary, hire date, and, if applicable, termination date. The reports shall be received by County no later than 25 calendar days following the end of the quarter being reported.
- B. **Programmatic.** Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than 25 calendar days following the end of the quarter being reported. Programmatic reports shall include the following:
  - i. 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;

EXHIBIT A – Mental Health  
STATEMENT OF WORK

- ii. Contractor shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and Certifications, changes in population served and reasons for any such changes;
  - iii. The number of active cases and number of clients admitted/ discharged;
  - iv. The Measures described in Attachment E, Program Goals, Outcomes and Measures, as applicable, or as otherwise agreed by Contractor and ADMHS. Amendments to Attachment E do not require a formal amendment to this Agreement, but shall be agreed to in writing by the Designated Representatives or Designees. In addition, Contractor may include any other data that demonstrate the effectiveness of Contractor's programs; and
  - v. Contractors receiving MHSA-funding shall track and report the following to County in Contractor's Quarterly Programmatic Report per MHSA requirements, if not entered into the County's Management Information System (MIS):
    - 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); and
    - e. Number of groups offered in which language (English/Spanish/Other).
5. **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.
6. **MEDI-CAL VERIFICATION.** Contractor shall be responsible for verifying client's Medi-Cal eligibility status and will take steps to reactivate or establish eligibility where none exists.
7. **SITE STANDARDS.**
- A. Contractor agrees to comply with all Medi-Cal requirements, including, but not limited to those specified in 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. For programs located at Contractor's offices, Contractor shall develop and maintain a written disaster plan for the Program site and shall provide annual disaster training to staff.

EXHIBIT A – Mental Health  
STATEMENT OF WORK

8. **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 96.132(e), 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 the Compliance with HIPAA section 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.
  
9. **CLIENT AND FAMILY MEMBER EMPOWERMENT.**
  - A. Contractor agrees to support active involvement of clients and their families in treatment, recovery, and policy development.
  
  - B. Contractor shall maintain a grievance policy and procedure to address client/family satisfaction complaints.
  
10. **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:
    - i. The number of culturally diverse clients receiving Program services;
  
    - ii. 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'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.
  
  - D. Contractor shall provide staff with regular training on cultural competency, sensitivity and the cultures within the community, pursuant to Attachment A;
  
  - E. Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must also be printed in Spanish (second threshold language).
  
  - F. Services and programs offered in English must also be made available in Spanish, if clients identify Spanish as their preferred language, as specified in section B above.



EXHIBIT A – Mental Health  
STATEMENT OF WORK

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

**11. NOTIFICATION REQUIREMENTS.**

- A. Contractor shall immediately notify ADMHS QCM Division at 805-681-5113 in the event of:
- i. Known serious complaints against licensed/certified staff;
  - ii. Restrictions in practice or license/certification as stipulated by a State agency;
  - iii. Staff privileges restricted at a hospital; or
  - iv. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations).
  - v. Any event triggering Incident Reporting, as defined in ADMHS Policy and Procedure #28, Unusual Occurrences Incident Report.
- B. Contractor shall immediately contact the ADMHS Compliance Hotline (805-884-6855) should any of the following occur:
- i. Suspected or actual misappropriation of funds under Contractor's control
  - ii. Legal Suits initiated specific to the Contractor's practice;
  - iii. Initiation of criminal investigation of the Contractor
  - iv. HIPAA breach
- C. For clients receiving direct services from both ADMHS and Contractor staff, Contractor shall immediately notify the client's ADMHS Case Manager or other ADMHS staff involved in the client's care, or the applicable Regional Manager should any of the following occur: 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.
- D. Contractor may contact [admhscontractsstaff@co.santa-barbara.ca.us](mailto:admhscontractsstaff@co.santa-barbara.ca.us) for any contractual concerns or issues.
- E. "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 (Phone number: 805-884-6855).

**12. 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 QCM Division contact and will participate in any provider QCM meetings, to review current and coming quality of care issues.

**13. REVIEWS.**

- A. 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.
- B. The Contractor agrees to make all records pertaining to the services furnished under the terms of this contract available for inspection, examination or copying by the U.S. Department of Health and Humans Service, the Comptroller General of the United States, the DHCS, the County, and other authorized federal and state agencies, or their duly authorized representatives. Inspection shall occur at all reasonable times, at Contractors place of business, or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five years from the close of the state fiscal year in which the subcontract was in effect.

- 14. **QUARTERLY MEETINGS.** ADMHS shall conduct quarterly meetings, as indicated, with Contractor to collaboratively discuss Programmatic, Fiscal, and Contract matters.

**15. ADDITIONAL PROVISIONS.**

- A. Contractor agrees to hold harmless the State and beneficiaries in the event the County cannot or does not pay for services performed by the contractor.
- B. The Contractor will not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42 C.F.R. §438.6(d)(3).
- C. Contractor agrees to comply with all applicable federal and state law, particularly the statutes and regulations incorporated by reference below. Contractor agrees to comply with any changes to these statutes and regulations that may occur during the contract period and any new applicable statutes or regulations, but either the County or Contractor may request consultation and discussion of new or changed statutes or regulations, including whether contract amendments may be necessary.
- D. Pursuant to Welf. & Inst. Code § 14704, a regulation or order concerning Medi-Cal specialty mental health services adopted by the State Department of Mental Health pursuant to Division 5 (commencing with Section 5000), as in effect preceding the effective date of this section, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by the State Department of Health Care Services (DHCS), or until it expires by its own terms.

EXHIBIT A – Mental Health  
STATEMENT OF WORK

E. The following federal law applies to this contract:

- i. Title 42 United States Code, to the extent that these requirements are applicable;
- ii. 42 C.F.R. to the extent that these requirements are applicable;
- iii. 42 C.F.R. § 438 – Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (PIHP);
- iv. 45 C.F.R. §§ 160 and 164 to the extent that these requirements are applicable;
- v. Title VI of the Civil Rights Act of 1964;
- vi. Title IX of the Education Amendments of 1972;
- vii. Age Discrimination Act of 1975;
- viii. Rehabilitation Act of 1973;
- ix. Titles II and III of the Americans with Disabilities Act;
- x. Deficit Reduction Act of 2005;
- xi. Balanced Budget Act of 1997;
- xii. The Contractor shall comply with the provisions of the Copeland Anti- Kickback Act, which requires that all contracts and subcontracts in excess of \$2000 for construction or repair awarded by the Contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act.
- xiii. The Contractor shall comply with the provisions of the Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations.
- xiv. The Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act, as applicable, which requires that all subcontracts awarded by the Contractor in excess of \$2,000 for construction and in excess of \$2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act.

F. The following State law applies to this contract:

- i. Division 5, Welf. & Inst. Code, to the extent that these requirements are applicable to the services and functions set forth in this contract;
- ii. Welf. & Inst. Code §§ 5779-5782;
- iii. Welf. & Inst. Code §§ 14680-14685.1;

EXHIBIT A – Mental Health  
STATEMENT OF WORK

- iv. Welf. & Inst. Code §§ 14700-14726;
- v. Chapter 7, Division 9, Welf. & Inst. Code, to the extent that these requirements are applicable to the services and functions set forth in this contract;
- vi. Cal. Code Regs., tit. 9, § 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services;
- vii. Cal. Code Regs., tit. 22, §§ 50951 and 50953;
- viii. Cal. Code Regs., tit. 22, §§ 51014.1 and 51014.2.

**EXHIBIT A-1**  
**Statement of Work – MH**  
**Residential Support Services**

1. **PROGRAM SUMMARY. Residential Support Services.** Contractor agrees to provide the following services to residents of the El Carrillo, Artisan Court and Bradley Studios housing projects, operated by the Housing Authority of the City of Santa Barbara (hereafter “the Program”). The success of the Program depends on each client complying with their treatment plans in order to maintain residency. Services shall be provided at the following locations in Santa Barbara:
  - A. El Carrillo – 315 W. Carrillo Street;
  - B. Artisan Court – 420 E. Cota Street;
  - C. Bradley Studios – 512 Bath Street.
  
2. **PROGRAM GOALS.**
  - A. Service delivery shall be seamless and integrated to avoid gaps in service and will integrate services with other local service providers (i.e. local shelters, ADMHS clinics, restorative policing, other community based organizations);
  - B. Services shall be recovery-focused and shall seek to empower Program residents to maintain housing, employment and educational opportunities.
  
3. **SERVICES.** Contractor shall provide the following services to Program residents:
  - A. Contractor shall provide the following mental health services, as defined in Title 9, California Code of Regulations (CCR), to ADMHS clients which may include the following:
    - i. **Targeted Case Management.** Services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development, as defined in Title 9 CCR Section 1810.249.
    - ii. **Rehabilitation.** Rehabilitation is a service activity which includes, but is not limited to, assistance in improving, maintaining or restoring a client's or group of clients' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and support resources; and/or medication education, as defined in Title 9 CCR Section 1810.243.
    - iii. **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 treatment 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 relatives of the client. Collateral may include, but is not limited to, family counseling with the significant support person(s), consultation and training

**EXHIBIT A-1**  
**Statement of Work – MH**  
**Residential Support Services**

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.

- iv. **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 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 1810.338 and 1840.348 (CCR).

**B. Activities of Daily Living.** Contractor shall provide Activities of Daily Living (ADL) support to assist Program residents with daily tasks including:

- i. Developing and maintaining knowledge of medications, skills in self administration of medication and compliance with medication treatment;
- ii. Accessing and using laundry facilities (both in-home and coin-operated facilities);
- iii. Maintaining clean and well-kept living quarters;
- iv. Practicing good personal hygiene, including physical health, such as hygiene, prevention and management of medical condition(s);
- v. Scheduling and keeping appointments; and
- vi. Learning and practicing psychosocial skills, such as effective interpersonal communication and conflict resolution.

**C. Community Services.** Contractor shall instruct Program residents on 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.), mental health services for psychological emergencies, and hospital emergency rooms for medical emergencies.

**D. Transportation and Recreation.** Contractor shall assist Program residents 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.

**EXHIBIT A-1**  
**Statement of Work – MH**  
**Residential Support Services**

- E. Employment and Educational Supports.** 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. Services provided to Program residents may include:
- i. Job resource networking;
  - ii. Building Interviewing skills; and
  - iii. Resume and job application preparation.
- F. Support Services.** Contractor shall assist clients to access needed community resources, including:
- i. Medical and dental services (i.e. having and effectively using a personal physician and dentist);
  - ii. Financial entitlements;
  - iii. Social services; and
  - iv. Legal advocacy and representation.
- G. Vocational Skills.** Contractor shall assist Program residents to improve and enhance their vocational skills including:
- i. Accessing and using public transportation;
  - ii. Accessing and using public libraries; and
  - iii. Accessing and using educational and vocational resources (i.e. community colleges, Vocational Rehabilitation, etc.)
- H. Budgeting.** Contractor shall assist Program residents with developing individual budgets based on income and expenses, and shall assist residents with managing finances, including bill-paying and living on fixed incomes.
- i. **Cooking and Meal Planning.** Contractor shall assist residents to develop skills related to cooking and meal planning, including:
    - a. Learning and developing healthy eating habits;
    - b. Learning to maintain a safe and sanitary kitchen;
    - c. Shopping for and preparing meals with the presence of Contractor staff.
- I.** Contractor shall assist Program residents in obtaining benefits for which they are eligible (i.e., SSI and Medi-Cal) and shall assist clients with linkage to Social Services, treatment options for chemical dependency (if needed), and other community resources.

**EXHIBIT A-1**  
**Statement of Work – MH**  
**Residential Support Services**

**4. CLIENTS/PROGRAM CAPACITY.**

- A. Contractor shall provide the services described in Section 3 to Program residents. Contractor shall receive reimbursement from County only for specialty mental health services described in Section 3.A delivered to Medi-Cal beneficiaries that meet medical necessity who have a case file (episode) open to ADMHS.
- B. It is anticipated that Contractor will provide the services described in Section 3 to an average caseload of 27 ADMHS clients at El Carrillo, 6 ADMHS clients at Artisan Court and 6 ADMHS clients at Bradley Studios.

**5. STAFF.** Contractor shall provide the following staffing unless otherwise agreed in writing by ADMHS:

- A. 1.7 FTE Case Managers to provide on-site mental health services to County clients who shall, at minimum, meet the criteria for Qualified Mental Health Worker (QMHW). QMHWs are individuals who hold a college degree in a field related to mental health, including child development, child psychology, counseling psychology, early childhood education, human services, social psychology, social science, social welfare, social work, sociology, or another discipline determined by the Mental Health Plan Director or designee to have mental health application:
  - i. Staff with an Associate's degree must have the equivalent of two years full-time experience in a mental health setting in the areas of psycho-social functioning, social adjustment and/or vocational adjustment;
  - ii. Staff with a Bachelor's degree must have the equivalent of one year of such full-time experience; or
  - iii. No experience is required for staff with a Master's or Doctoral degree.
- B. One (1.0) FTE Lead Case Manager, who shall, at minimum, be a QMHW as described above.

**6. REFERRAL PROCESS.**

- A. **Referral.** Potential residents shall be referred to the Housing Authority of the City of Santa Barbara (HACSB). Potential residents shall be screened by HACSB and Contractor to determine whether eligibility requirements for residency are met.
- B. **Screening/Admission.** Contractor shall screen and interview candidates in coordination with partner agencies and treatment team, and:
  - i. Review program criteria with candidates to ensure that they meet eligibility requirements with regard to homelessness, income and disability (Final determination of eligibility rests with Program management); and
  - ii. Assess candidate's motivation, ability to utilize services offered, and achieve expressed goals;



**EXHIBIT A-1**  
**Statement of Work – MH**  
**Residential Support Services**

C. **Referral Packet.** Contractor shall maintain a packet within its files (hard copy or electronic), for each County client treated, which shall contain the following items:

- i. A client face sheet;
- ii. A copy of the most recent comprehensive assessment or assessment update;
- iii. A copy of the most recent medication record and health questionnaire;
- iv. A copy of the currently valid ADMHS Coordination and Service Plan (CSP) indicating the goals for client enrollment in the Program and which names Contractor as service provider;
- v. 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; and
- vi. Other documents as reasonably requested by County.

7. **INTERDISCIPLINARY TEAM PARTICIPATION.** Interdisciplinary team participation, consisting of Contractor and ADMHS Staff, will occur in a collaborative way designed to maximize benefit to clients and the Program. Team members shall:

A. Participate in ADMHS interdisciplinary team reviews to ensure continuity and high quality comprehensive care across systems of care, and

- i. Review and modify treatment plans to meet client needs;
- ii. Assess client progress and utilization of supportive resources; and
- iii. Coordinate with other service providers for effective on-site and off-site group meetings by:
  - a. Providing topical and supportive group meetings;

B. Contract shall communicate with outside agencies regarding the following:

- i. Monitor behavioral risk factors (individual tenant high-risk behaviors, symptoms of psychiatric or substance use relapse, illegal activities, etc.) and notify partner agencies or other professionals as needed to respond effectively to risk factors (ADMHS, Police, Paramedics, etc.);
- ii. Respond to crisis situations (i.e., suicidal ideation, dangerous behavior, and medical emergencies) arising at the Program and notify the appropriate agencies as needed; and
- iii. Respond to law enforcement agencies (restorative police, police, probation, parole) in a responsible and professional manner.

**EXHIBIT A-1**  
**Statement of Work – MH**  
**Residential Support Services**

**8. DOCUMENTATION REQUIREMENTS.**

- A. **ADMHS Treatment Plan.** The ADMHS Treatment Team shall complete a Treatment Plan in collaboration with Contractor for each client receiving Program services within thirty (30) days of client's enrollment into the Program. The ADMHS Treatment Plan shall provide overall direction for the collaborative work of the client, the Program and the ADMHS Treatment Team, as applicable. The ADMHS Treatment Plan shall include:
- i. Client's recovery goals or recovery vision, which guides the service delivery process;
  - ii. Objectives describing the skills and behaviors that the client will be able to learn as a result of the Program's behavioral interventions;
  - iii. Interventions planned to help the client reach his or her goals.
- B. Contractor shall complete progress notes that describe the interventions conducted by Contractor for residents with a case file (episode) open to County described in ADMHS Clinical Documentation Manual available at:
- [http://cosb.countyofsb.org/uploadedFiles/admhs\\_new/staff\\_and\\_providers/Manuals\\_2015/Clinical%20Documentation%20Manual%20May%202015.pdf](http://cosb.countyofsb.org/uploadedFiles/admhs_new/staff_and_providers/Manuals_2015/Clinical%20Documentation%20Manual%20May%202015.pdf).
- C. Contractor shall document significant incidents and shall notify ADMHS if these incidents (Exhibit A MH, 11. Notification Requirements) affect client's ability to continue residency.

**9. DISCHARGE PLAN.** The ADMHS Treatment Team shall work closely with each client and with Contractor staff to establish a written discharge plan that is responsive to the client's needs and personal goals.

- A. Contractor and County shall collaborate in the development of client discharge plans and transition planning. Contractor shall provide assistance to clients in completion of their plan;
- 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, or upon earliest knowledge;
- 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. Contractor shall provide linkage for appropriate housing and continued support and treatment at discharge, when possible;
- G. Contractor shall take disciplinary action as needed, including recommendations for eviction, to ensure the wellbeing of all residents.

**EXHIBIT A-2**  
**Statement of Work – MH**  
**Supported Housing South (Paths to Recovery)**

1. **PROGRAM SUMMARY.** The Supported Housing South Services Program (Paths to Recovery), (hereafter “The Program”) shall deliver treatment, rehabilitative and supportive services to clients “in vivo” in regular community settings (e.g., home, apartment, job site). The Program will be headquartered at 402 E. Carrillo Street, Suite B, Santa Barbara, California.

Program clients shall be those that have significant personal difficulties functioning in major life domains. These domains include, but are not limited to, affordable, safe housing and meaningful daily pursuits, such as employment and satisfying interpersonal relationships. Addressing the rehabilitation needs of clients in these key domains will be the Program’s essential purpose.

The Program shall provide team-based services that are closely allied with Alcohol Drug Mental Health Services’ (ADMHS) Psychiatrist(s) to individuals in the identified client population. County Psychiatrist(s) will be accountable for the overall clinical treatment of Program clients. The work of Contractor’s Program staff (hereafter, “the Supported Housing Team”) and County Psychiatrist(s) shall be complementary and driven by a unified assessment and treatment plan. Critical treatment activities will be the responsibility of Contractor and shall include but not be limited to:

- A. Early identification of changes in a client’s symptoms or functioning that could lead to crisis;
- B. Recognition and quick follow-up on medication effects or side-effects; and
- C. Assistance to individuals with symptom self-management.

The foundation of the Program shall be integrated treatment, rehabilitation and support services. The Program shall incorporate at least two pivotal evidence-based practices: Supported Employment and Integrated Treatment of Co-occurring Disorders.

2. **PROGRAM GOALS.**

- A. Build relationships with clients based on mutual trust and respect.
- B. Offer individualized assistance to clients, emphasizing a comprehensive bio-psychosocial process of assessment, gathered and documented over time through listening to and learning about each client’s subjective experiences.
- C. Adopt a no-reject approach to clients. Clients are not terminated from Program services if they express anger and frustration with current or past services, or if they do not “follow the rules,” if they do not “fit in.” Instead, such statements or actions offer an opportunity for staff to learn more about each client and his or her experiences with services, with the effects of mental illness and with general life circumstances.
- D. Meet clients at their stage of treatment readiness. While clients are asked to commit to actively working with the team, they are not required to be abstinent from alcohol or other drugs. Housing placements are made in both alcohol and drug free community settings and in settings that do not require abstinence. In working with people who continue to use alcohol or drugs, an emphasis is placed on harm reduction and encouraging the adoption of lifestyle changes that will not jeopardize their housing.

**EXHIBIT A-2**  
**Statement of Work – MH**  
**Supported Housing South (Paths to Recovery)**

- E. Understand and use the strengths of the local culture in service delivery to clients. The Supported Housing Team’s assessment, treatment planning and service delivery should be consistent with the resources and practices of each client’s racial and ethnic community.
- F. Provide continuity of client support across time. The frequency and type of supports can readily be adjusted in response to clients’ changing needs or life situations. As a client’s goals and preferences change, Contractor’s staff follows along as the client “sets the pace.”
- G. Use a flexible, non-programmatic approach to client service delivery. Program staff shall spend most of their time with clients in the community, offering side by side, “hands on” support to clients who may need help to gain greater control and management of their lives. Adhering to the principle of “whatever it takes,” the Supported Housing Team helps prevent mental illness from being the driving force in clients’ lives. Service delivery in office or clinic settings should be minimized.
- H. Operate as a cohesive team responsible for delivery of most services required by clients with minimal referral to a variety of different programs, though County Psychiatrists will have overall accountability for the psychiatric treatment of Program clients. Whenever a provider outside the Program is needed (e.g., physical health care), the Program is responsible for making certain that clients receive the required services.
- I. Consistent with each client’s preferences and wishes, support family members and others with whom the client has significant relationships and assure special consideration to the needs of clients who are parents and to the needs of their minor children.
- J. Provide services as long as they are medically needed, not based on predetermined timelines.

**3. CLIENTS AND PROGRAM CAPACITY.**

- A. Clients shall be individuals who have severe mental illness with symptoms that currently are moderate or intermittent in severity. Clients have significant difficulty living successfully in the community and assuming valued life roles (e.g., employee, student, neighbor, and parent).
- B. Most but not all clients served by the Program will require weekly service contacts; however, some clients will require multiple daily service contacts. Contractor shall provide services through organized treatment, rehabilitation and housing support services that “wraparound” the client.
- C. Contractor shall provide the services described in Section 10 to approximately 130 adults with serious mental illness in the South Santa Barbara County region.

**4. ADMISSION CRITERIA.** Clients shall be adults aged 18 and over who meet the criteria listed below:

- A. Experiencing mental illness symptoms which are currently moderate or intermittent in severity;

**EXHIBIT A-2**  
**Statement of Work – MH**  
**Supported Housing South (Paths to Recovery)**

- B. Has a primary psychiatric diagnosis of schizophrenia, other psychotic disorders, or bipolar disorders.
- C. Has experienced one or more of the following related to his or her mental illness:
  - i. Within the last year, one or more psychiatric inpatient hospitalizations and/or occasional use of emergency departments.
  - ii. Functional impairments over the past year in at least three of the following life domains:
    - a. Difficulty in performance of some daily living tasks or personal care activities (e.g., personal hygiene; meeting nutritional needs; obtaining medical, legal and housing services; persistent or recurrent failure to perform daily living tasks except with significant support or assistance from others such as family, friends or relatives; recognizing and avoiding common dangers to self and possessions; transportation access).
    - b. Difficulty keeping and maintaining interpersonal relationships.
    - c. Difficulty performing occupation roles (e.g., acquires a job but is not able to remain employed and achieve a self-sustaining income).
    - d. Difficulty maintaining safe, secure living situation.
    - e. Co-occurring addictions disorders.
    - f. History of and/or risk of homelessness.
    - g. Involvement or risk of involvement in criminal justice system.
  - iii. Need for mental health services that cannot be met with other available community-based services as determined by an ADMHS Psychiatrist.

**5. REFERRALS.**

- A. Contractor shall admit clients referred by ADMHS. Referral sources other than these approved by the County must be authorized by designated ADMHS staff. A biannual or more frequent ADMHS Utilization Management review of Program, and ongoing authorization process will assure that clients served meet the criteria for the Program.
- B. Contractor shall begin the admission process within five (5) days of referral.
- C. **REFERRAL PACKET.** Contractor shall receive a referral packet for each client referred and treated. Any items provided in hard copy that are available in the ADMHS Medical Record system shall be shredded by Contractor upon opening the client to the program. The referral packet shall include:
  - i. A copy of the ADMHS referral form;

**EXHIBIT A-2**  
**Statement of Work – MH**  
**Supported Housing South (Paths to Recovery)**

- ii. A client face sheet listing all of the programs that the client has been admitted to over time, and is currently admitted to, including hospitalizations;
  - iii. A copy of the most recent comprehensive assessment or assessment update;
  - iv. A copy of the most recent medication record and health questionnaire;
  - v. A copy of the currently valid ADMHS Coordination and Service Plan indicating the goals for client enrollment in the Program and identifying the Contractor as service provider;
  - vi. Client's Medi-Cal Eligibility Database Sheet (MEDS) file printout, as provided to Contractor in the initial Referral Packet. Thereafter, it will be Contractor's responsibility to verify continued Medi-Cal eligibility; and
  - vii. Other documents as reasonably requested by County.
6. **DISCHARGE CRITERIA.** The appropriateness for client discharge or transfer to less intensive services shall be determined on a case by case basis. Criteria for discharge or transfer to less intensive services include any of the following:
- A. Client ability to function without assistance at work, in social settings, and at home;
  - B. No inpatient hospitalization for one year;
  - C. Stable housing maintained for at least one year;
  - D. Client is receiving one contact per month from the Program and rated by the Supported Housing Team as well as County Psychiatrist as functioning without assistance in key areas of community living; or
  - E. Client declines services and requests discharge, despite persistent, well documented efforts by the Program staff to provide outreach and to engage the client in a supportive relationship.
7. **DISCHARGES/TRANSFER/READMISSION POLICY**
- A. **Discharge Requirements.**
    - i. The Supported Housing Team and County Psychiatrist responsible for treatment shall work in close partnership with each client to establish a written discharge plan that is responsive to the client's needs and personal goals.
    - ii. Contractor shall notify County Regional Manager and Community Treatment Services (CTS) meeting and shall follow current ADMHS policy and procedure available at [www.admhs.org](http://www.admhs.org) related to change in client status.

**EXHIBIT A-2**  
**Statement of Work – MH**  
**Supported Housing South (Paths to Recovery)**

- iii. ADMHS Quality Care Management Department shall receive a copy of the final discharge plan summary, which shall be prepared by the Supported Housing Team at the time of client discharge. Discharge summaries shall be submitted to ADMHS no later than ten (10) days after the client's discharge from the Program.

**B. Transfer Requirements.** In the event of client transfer to another service provider, Contractor shall ensure:

- i. Partnership with the client throughout the transfer planning process to assure responsiveness to his or her individual needs, goals, and preferences.
- ii. Continuity of client care before and after transfer which shall include a gradual transfer process with a period of overlapping services.

**C. Discharge and Readmission Policy.** Contractor shall maintain a discharge and readmission policy, subject to approval by designated County staff, to address the following:

- i. Discharge of clients to lower or higher levels of care;
- ii. Discharge based on client requests;
- iii. Discharge of clients who decline to participate in services or who are assessed to be non-compliant with services. The Program shall carry out consistent, outreach efforts to establish supportive treatment. All such contacts must be clearly documented with approval from County Utilization Review prior to termination of services and discharge; and
- iv. Re-admission of clients previously enrolled in the Program.

**8. STAFFING REQUIREMENTS.**

**A.** Contractor shall adhere to the Program staffing requirements outlined below, unless otherwise approved by ADMHS in writing:

- i. The Program shall include qualified bilingual and bicultural clinicians and staff able to meet the diverse needs represented in the local community. Hiring activities to meet this goal shall be a major operational priority of the Program. As needed, the Supported Housing Team shall have access to qualified translators and translator services, experienced in behavioral healthcare, appropriate to the needs of the clients served. In the event that the Program must seek translation services outside of the Supported Housing Team, Contractor shall maintain a list of qualified translators to assist in providing this service.
- ii. In hiring all positions for the Program, Contractor shall give strong consideration to qualified clients who are or have been recipients of mental health services.

**EXHIBIT A-2**  
**Statement of Work – MH**  
**Supported Housing South (Paths to Recovery)**

- B. Contractor shall hire the Supported Housing Team consisting of the staff described below, to work collaboratively with County Psychiatrist(s) to deliver necessary services.
- i. One (1.0) FTE Team Leader who is the clinical and administrative supervisor of the Program. The Supported Housing Team Leader shall be a licensed/waivered/registered mental health professional as described in Title 9, CCR 1810.223 and 1810.254. The Supported Housing Team Leader shall have at least two years of direct experience treating adults with severe mental illness, including at least one year of program management or supervisory experience in a mental health setting.
  - ii. Two (2.0) FTE Registered Nurses, who work side-by side with the Supported Housing Team Leader and Clinic-based County Psychiatrists to ensure systematic coordination of medical treatment and the development, implementation and fine-tuning of the medication policies and procedures. Up to 1.0 FTE nursing staff may be substituted with a Psychiatric Technician or Licensed Vocational Nurse.
  - iii. One (1.0) FTE Master's level lead clinician who shall be a licensed/waivered/registered mental health professional as described in Title 9, CCR 1810.223 and 1810.254 and has at least two years of direct experience treating adults with severe mental illness. This lead clinician shall provide clinical leadership during treatment planning meetings, conduct psychosocial assessments, assist with the provision of side-by-side supervision to staff, provide supportive counseling to individuals and families and work interchangeably with the Registered Nurses. The lead clinician will provide support and back-up to the Team Leader in his/her absence.
  - iv. Five (5.2) FTE Rehabilitation Specialists who shall be Qualified Mental Health Workers (QMHWs) with each staff having direct experience working with adults with mental illness or related training or life experiences. QMHWs are individuals who hold a college degree in a field related to mental health, including child development, child psychology, counseling psychology, early childhood education, human services, social psychology, social science, social welfare, social work, sociology, or another discipline determined by the Mental Health Plan Director or designee to have mental health application: i) Staff with an Associate's degree must have the equivalent of two years full-time experience in a mental health setting in the areas of psycho-social functioning, social adjustment and/or vocational adjustment; ii) Staff with a Bachelor's degree must have the equivalent of one year of such full-time experience; iii) No experience is required for staff with a Master's or Doctoral degree. These staff will have responsibility for supporting each client's recovery process, helping individuals to restore competencies and gain successes in the major areas of community living. These include: permanent, affordable housing; successful daily life pursuits, particularly regular, competitive employment; and renewed relationships.
    - a. At least three (3.0) FTE Rehabilitation Specialists shall have primary responsibility for assuring that supported employment services are integrated into the Program's service delivery. These staff shall be QMHWs with experience providing individualized job development and supported employment on behalf of persons with physical or mental disabilities or a related field;



**EXHIBIT A-2**  
**Statement of Work – MH**  
**Supported Housing South (Paths to Recovery)**

- b. At least one (1.0) FTE Rehabilitation Specialist shall have responsibility for strengthening the Program's capacity to respond to the needs of clients with addictions disorders. This staff shall have experience in providing substance abuse treatment interventions to persons with co-occurring psychiatric and addictions disorders.
  
- v. One (1.3) FTE Peer Specialist comprised of one full-time or several part-time staff who are or have been recipients of mental health services for severe mental illness. Peer Specialists may be individuals who do not meet the qualifications of QMHW, as described above, and may be classified as Mental Health Workers (MHW). MHWs shall have at minimum one year of experience working with individuals with serious mental illness and experience working in a community setting. MHWs may only provide services under this contract with prior approval of the ADMHS Quality Care Management (QCM) Division and Contractor shall ensure they comply with all standards/requirements established by the ADMHS QCM Division. Rehab Specialists provide essential expertise and consultation to the entire team to promote a culture in which each client's subjective experiences, points of view and preferences are recognized, respected and integrated into all treatment, rehabilitation and support services. Peer Specialists participate in all program planning processes and provide direct services in the community that promote client self-determination and decision-making.
  
- vi. One (1.0) FTE Administrative Assistant who is responsible for coordinating, organizing, and monitoring all non-clinical operations of the Program, providing receptionist activities including triaging calls and coordinating communication between the Program staff and clients.

**9. SERVICE INTENSITY/ TREATMENT LOCATION/ STAFF CASELOADS**

- A. **Service Intensity.** The Program shall have the capacity to provide multiple client contacts per day or per week to persons who are experiencing significant mental illness symptoms and/or significant problems in daily living. The Program shall have the capacity to increase the service intensity for a client served within hours of his or her status requiring it.
  - i. Each client served by the Program shall receive a total of at least four (4) hours of service each month, preferably, but not necessarily provided at a frequency of at least one (1) hour per week to include Psychiatric services. Services are provided in the community in the individual's natural setting.
  - ii. Contractor shall ensure that the Supported Housing Team Leader or his or her designee shall be available to staff, either in person or by telephone at all times. Contractor shall promptly and appropriately respond to emergent needs and make any necessary staffing adjustments to assure the health and safety of clients.
  
- B. **Treatment Location.** The majority of Program services (at least 85 percent) will occur outside program offices in the community, within each client's life context. The Contractor will maintain data to verify these goals are met.

**EXHIBIT A-2**  
**Statement of Work – MH**  
**Supported Housing South (Paths to Recovery)**

- C. **Staff to Client Caseload Ratios.** The Program shall operate with a staff to client ratio that does not exceed 1 to 15 (15 clients per one full-time equivalent (1.0 FTE) Program staff member), excluding the Psychiatrist and Administrative Staff. These staff will not carry an individual caseload. Caseloads of individual staff members will vary based upon their overall responsibilities within the team (for example, Team Leader and Nurses will carry smaller caseloads).
- D. **Hours of Operation and Coverage.** The Supported Housing Team shall be available to provide treatment, rehabilitation, and support services six (6) days per week and shall operate a minimum of twelve (12) hours per day on weekdays and six (6) hours per day on one weekend day, or as otherwise approved by ADMHS in writing. Program hours should be adjusted so that staff members are available when needed by the client, particularly during evening hours.
- i. **On-Call Hours.** The Program shall operate an after-hours on-call system to respond to client needs outside of the Operating Hours described above. Contractor shall ensure that experienced Program staff with skill in crisis-intervention procedures shall be on call and available to respond to requests by ADMHS Programs in the event that clients experiencing crisis present to an ADMHS Program and specialty knowledge from the Program is required.
  - ii. County Psychiatric back up will be available at all times, including evenings, weekends and holidays.

**E. Team Organization and Communications**

- i. The Program staff will establish a structured and documented process to communication in a systematic manner to include the maximum number of staff. The Communication process shall include the following:
    - a. Staff daily communicate to assess high risk client and alert staff of emergent concerns, hospitalization, and ongoing issues;
    - b. Daily Email communication to the entire team;
    - c. Weekly mandatory All staff meeting; and
    - d. Entry of individual client notes into ADMHS Management Information System (MIS) within 72 hours of each client contact.
10. **SERVICES.** The Program shall provide an appropriate combination of services to meet each client's specific needs and preferences, and to assist each client in achieving and sustaining recovery. Services may include:
- A. **Care Management.** Care Management is a core function provided within the Program. Care management activities are led by one Supported Housing Team member, known as the primary care manager. The primary care manager coordinates and monitors the activities of the Program staff who have shared ongoing responsibility to assess, plan, and deliver treatment, rehabilitation and support services to each client. The primary care manager:

**EXHIBIT A-2**  
**Statement of Work – MH**  
**Supported Housing South (Paths to Recovery)**

- i. Develops an ongoing relationship with clients based on mutual trust and respect. This relationship should be maintained whether the client is in a hospital, in the community or involved with other agencies (e.g. in a detox center, involved with corrections).
- ii. Works in partnership with clients to develop a recovery-focused treatment plan.
- iii. Provides individual supportive therapy and symptom management.
- iv. Makes immediate revisions to the treatment plan, in conjunction with the client, as his/her needs and circumstances change.
- v. Is responsible for working with clients on crisis planning and management.
- vi. Coordinates and monitors the documentation required in the client's medical record.
- vii. Advocates for the client's rights and preferences.
- viii. Provides the primary support to the client's family.

**B. Crisis Assessment and Intervention.** 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 the County ADMHS in the event that specialized knowledge from the Program is required. Response to ADMHS may be either by telephone or in person, or both. If a physical response is required, staff shall arrive no later than 60 minutes from the time of the call.

**C. Housing Services and Support.** The Program shall provide housing services and support to help clients obtain and keep housing consistent with their recovery objectives.. The Supported Housing Team shall be familiar with the availability and workings of affordable housing programs. The Supported Housing Team shall develop and maintain working relationships with local housing agencies from whom housing units, any necessary rental subsidies, and other available housing-related services or resources may be accessed on behalf of clients.

**D. Activities of Daily Living.** Contractor shall provide services to support activities of daily living in community-based settings include individualized assessment, problem-solving, side-by-side assistance and support, skills training, ongoing supervision (e.g., monitoring, encouragement) and environmental adaptations to assist clients to gain or use the skills required to:

- i. Carry out personal care and grooming tasks;
- ii. Perform activities such as cooking, grocery shopping and laundry;
- iii. Procure necessities such as a telephone, microwave;
- iv. Develop ways to budget money and resources; and
- v. Use available transportation.

**EXHIBIT A-2**  
**Statement of Work – MH**  
**Supported Housing South (Paths to Recovery)**

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

- i. Medical and dental services (e.g., having and effectively using a personal physician and dentist);
- ii. Financial entitlements;
- iii. Social services; and
- iv. Legal advocacy and representation.

**F. Employment and Educational Supports.** 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, as follows:

- i. Program staff shall use their own expertise, service capacities and counseling assistance to help clients pursue educational, training or vocational goals. The Supported Housing Team will maintain relationships with employers, academic or training institutions, and other such organizations of interest to clients.
- ii. Program staff may help clients find 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.
- iii. Services shall include but not be limited to:
  - a. Assessment of client's educational and job-related interests and abilities, through a complete education and work history assessment, as well as on-site assessments in educational and community-based job sites;
  - b. Assessment of the effect of the client's mental illness on employment or educational learning, identifying specific behaviors that interfere with the client's work or learning performance and developing interventions to reduce or eliminate those behaviors;
  - c. 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;
  - d. Providing benefits counseling expertise to help clients understand how gainful employment will affect Social Security Administration (SSA) disability payments and health coverage. The counseling will also be expected to address work incentive benefits available through SSA and other agencies;
  - e. Providing individual supportive therapy to assist clients with identifying and coping with symptoms of mental illness that may interfere with work performance or learning;

**EXHIBIT A-2**  
**Statement of Work – MH**  
**Supported Housing South (Paths to Recovery)**

- f. Providing on-the-job or work related crisis intervention services to address issues related to the client's mental illness such as interpersonal relationships with co-workers and/or symptom management;
  - g. Providing work-related supportive services, such as assistance with grooming or personal hygiene, securing of appropriate clothing, wake-up calls, transportation, etc.; and
  - h. Building cooperative relationships with publicly funded "mainstream" employment, education, training, and vocational rehabilitation agencies/organizations in the community.
- G. Community Integration (e.g. Social Relationships, Use of Leisure Time, Peer Support).** Social system interventions help clients maintain and expand a positive social network to reduce social isolation. Contractor's services may include the following:
- i. Assess and identify the client's joys, abilities and accomplishments in the present and in the past, and also what the client would like to occur in the future;
  - ii. Identify the client's beliefs and meanings and determine what role they play in the client's overall well-being (e.g. how does the client make sense of his/her life experience? How is meaning or purpose expressed in the client's life? Are there any rituals and practices that give expression to the client's sense of meaning and purpose? Does this client participate in any formal or informal communities of shared belief?, etc.);
  - iii. Identify and address potential obstacles to establishing positive social relationships (e.g., shyness; anxiety; client's expectations for success and failure);
  - iv. Give side-by-side support and coaching, as needed, to build client confidence and success in relating to others;
  - v. Provide supportive individual therapy (e.g., problem-solving, role-playing, modeling and support), social-skill teaching and assertiveness training;
  - vi. Make connections to peer advocates or peer supports; and
  - vii. Help make plans with peers or friends for social and leisure time activities within the community.
- H. Peer Support Services.** Contractor shall provide services to validate clients' experiences and guide and encourage clients to take responsibility for and to actively participate in their own recovery. Contractor shall also provide services to help clients identify, understand, and combat stigma and discrimination against mental illness, and shall develop strategies to reduce clients' self-imposed stigma, through methods such as:
- i. Peer counseling and support; and
  - ii. Introduction and referral of clients to consumer self-help programs and advocacy organizations that promote recovery.

**EXHIBIT A-2**  
**Statement of Work – MH**  
**Supported Housing South (Paths to Recovery)**

- I. **Symptom Assessment, Management and Individual Supported Therapy.** These interventions assist clients to address the distressing and disabling problems associated with psychotic symptoms; to help to ease the emotional pain associated with having a severe mental illness (e.g., severe anxiety, despair, loneliness, unworthiness and depression) and to assist clients with symptom self-management efforts that may reduce the risk of relapse and minimize levels of social disability. Contractor's services may include the following:
- i. Ongoing assessment of the client's mental illness symptoms and his/her response to treatment.
  - ii. Education of the client regarding his/her illness and the effects and side effects of prescribed medication, where appropriate.
  - iii. Encouragement of symptom self-management practices which help the client to identify symptoms and their occurrence patterns and develop methods (internal, behavioral, adaptive) to lessen their effects. These may include specific cognitive behavioral strategies directed at fostering feelings of self-control.
  - iv. Supported psychotherapy to address the psychological trauma of having a major mental illness.
  - v. Generous psychological support to each client, provided both on a planned and as needed basis, to help him or her accomplish personal goals.
- J. **Medication Prescription, Administration, Monitoring and Documentation.** An important distinguishing feature of the Program will be the role of County Psychiatrist(s) as the treating doctors for Program clients. Program and County will establish practices and protocols that promote a seamless interface between Program and County staff in support of integrated, non-duplicated clinical care.
- i. Supported Housing Team members shall work closely with each client and his/her County Psychiatrist to assess and document the client's mental illness symptoms and behavior in response to medication and shall monitor for medication side effects.
  - ii. Supported Housing Team members will follow ADMHS policies and procedures regarding medication.
  - iii. Contractor shall provide medication monitoring as frequently as client status necessitates, but no less than monthly. At least monthly or as otherwise determined by the Client Service Plan, each client shall meet with the County Psychiatrist who prescribes and monitors psychiatric medications and provides psychotherapy as needed.
- K. **Substance Abuse Services.** The Program shall be co-occurring capable, and provide linkage to substance abuse treatment services as clinically indicated. Contractor shall maintain relationships with detoxification and substance abuse treatment services to coordinate care when Program clients may need these services.

**EXHIBIT A-2**  
**Statement of Work – MH**  
**Supported Housing South (Paths to Recovery)**

**L. Education, Support, and Consultation to Clients' Families and Other Major Supports.**

Contractor shall regularly provide services to clients' families and other major supports, with client agreement or consent, such as:

- i. Individualized psycho education about the client's illness and the role of the family and other significant people in the therapeutic process.
- ii. Interventions to restore contact, resolve conflict, and maintain relationships with family and or other significant people.
- iii. Ongoing communication and collaboration, face-to-face and by telephone, between the Program and the family.
- iv. Introduction and referral to family self-help programs and advocacy organizations that promote recovery.
- v. Assistance to clients with children (including individual supportive counseling, parenting training, and service coordination) including but not limited to:
  - a. Services to help clients throughout pregnancy and the birth of a child.
  - b. Services to help clients fulfill parenting responsibilities and coordinate services for the child/children.
  - c. Services to help clients restore relationships with children who are not in the client's custody.

**M. Coordination with Health Care and Other Providers.** The Supported Housing Team represents a unique program model, whereby one team of staff provides an integrated package of treatment, rehabilitation, and support services to each client. There shall be minimal referral to external mental health treatment and rehabilitation services. However, successful Supported Housing Teams will include a high degree of coordination with healthcare providers and others with whom clients may come in contact. Contractor's service may include the following:

- i. Collaborate closely with agencies from whom housing units, any necessary rental subsidies, and other available housing-related services or resources may be accessed on behalf of clients.
- ii. Coordinate and ensure appropriate medical, dental and vision services for each client. Based on client consent, the Supported Housing Team will establish close working relationships with primary care physicians to support optimal health and assist in monitoring any medical conditions (e.g., diabetes, high cholesterol).
- iii. Coordinate with psychiatric and general medical hospitals throughout a client's inpatient stay. Program staff should be present when the client is admitted and should visit the hospital daily for care coordination and discharge planning purposes.

**EXHIBIT A-2**  
**Statement of Work – MH**  
**Supported Housing South (Paths to Recovery)**

- iv. Maintain close working relationships with criminal justice representatives to support clients involved in the adult justice system (e.g., courts, probation officers, jails and correctional facilities, parole officers).
  - v. Know when to be proactive in situations when a client may be a danger to self or others. Program staff should maintain relationships with ADMHS and other ADMHS Clinic services and emergency resources through 24-hour on-call capacity.
  - vi. Establish close working relationships with self-help groups (Alcohol Anonymous, Narcotic Anonymous, etc.), peer support and advocacy resources and education and support groups for families and significant others.
  - vii. Foster close relationships with local housing organizations.
  - viii. Create a referral and resource guide for self-help groups and other community resources (e.g., legal aid organizations, food co-ops).
- N. Contractor shall provide the following mental health services under the Service Function Codes listed in Exhibit B-1 MH, as needed, to Program clients.
- i. **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 California Code of Regulations (CCR) Section 1810.204.
  - ii. **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 treatment 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.
  - iii. **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.
  - iv. **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.



**EXHIBIT A-2**  
**Statement of Work – MH**  
**Supported Housing South (Paths to Recovery)**

- v. **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.
- vi. **Targeted Case Management.** Services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development, as defined in Title 9 CCR Section 1810.249.
- vii. **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 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 1810.338 and 1840.348 (CCR). Contractor shall be available 24 hours per day, 7 days per week to provide crisis intervention services.
- viii. **Medication Support Services.** Medication support services are services that include prescribing, administering, dispensing and monitoring psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. Service activities include but are not limited to, evaluation of the need for medication; evaluation of clinical effectiveness and side effects; the obtaining of informed consent; instruction in the use, risks and benefits of and alternatives for medication; and collateral and plan development related to the delivery of the service and/or assessment of the client, as defined in Title 9 CCR Section 1810.225.

**11. DOCUMENTATION REQUIREMENTS.** Contractor shall complete the following for each client:

- A. A comprehensive bio-psychosocial assessment, conducted in conjunction with the County Psychiatrist, that establishes the presence of a severe mental illness and details difficulties the client faces in areas of life functioning. This assessment provides a foundation for the treatment plan. The comprehensive bio-psychosocial assessment shall be completed by a Program staff member who is a properly licensed mental health professional within thirty (30) days of the client's admission and shall be updated at annual or prior to discharge, or at discharge, or as determined necessary, whichever occurs first.
- B. A Client Service Plan that provides overall direction for the joint work of the client, the Program and client's County Psychiatrist shall be completed in accordance with the ADMHS Clinical Documentation Manual available at:

[http://cosb.countyofsb.org/uploadedFiles/admhs\\_new/staff\\_and\\_providers/Manuals\\_2015/Clinical%20Documentation%20Manual%20May%202015.pdf](http://cosb.countyofsb.org/uploadedFiles/admhs_new/staff_and_providers/Manuals_2015/Clinical%20Documentation%20Manual%20May%202015.pdf).

**EXHIBIT A-2**  
**Statement of Work – MH**  
**Supported Housing South (Paths to Recovery)**

12. **POLICIES AND PROCEDURES.** Contractor shall develop written policy and procedures to set expectations for Program staff and establish consistency of effort. The written policies and procedures shall be consistent with all applicable state and federal standards and shall address the following:
- A. Informed consent for treatment, including medication.
  - B. Client rights, including right to treatment with respect and dignity, under the least restrictive conditions, delivered promptly and adequately.
  - C. Process for client filings of grievances and complaints.
  - D. Management of client funds, as applicable, including protections and safeguards to maximize clients' control of their own money.
  - E. Admission and discharge (e.g. admission criteria and process; discharge criteria, process and documentation).
  - F. Personnel (e.g. required staff, staffing ratios, qualifications, orientation and training).
  - G. Hours of operation and coverage, service intensity, staff communication and planning emphasizing a team approach, and staff supervision.
  - H. Assessment and treatment processes and documentation (e.g. comprehensive assessment, treatment planning, progress notes).
  - I. Treatment, rehabilitation and support services.
  - J. Client medical record maintenance.
  - K. Program evaluation and performance (quality assurance).
  - L. Procedures for compliance with applicable State and Federal laws, including all Equal Employment Opportunity (EEO)/Affirmative Action (AA) requirements. Contractors must comply with the Americans with Disabilities Act.

## ATTACHMENT A MH

### 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 standards for Assessments, Plans of Care, and Progress Notes, as detailed in the ADMHS Clinical Documentation Manual, for all organizational, individual, and group providers furnishing Specialty Mental Health Services. This Attachment A and the ADMHS Clinical Documentation Manual available at <http://cosb.countyofsb.org/admhs/>, incorporated herein by reference, provides minimum standards for all services provided under this Agreement, unless a stricter standard is provided in the Exhibit A(s) to this Agreement.

#### 1. 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 grievance and appeal forms with MHP self-addressed envelopes to be used to send grievances or appeals to ADMHS Quality Care Management department.
- B. Contractor shall be knowledgeable of and adhere to MHP policies on Beneficiary 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 ADMHS 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:
  - i. Where applicable, 24 hours per day, 7 days per week access to "urgent" services (within 24 hours) and "emergency" services (same day);
  - ii. 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 Care 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

## ATTACHMENT A MH

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:
- i. 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.
  - ii. Following the 90 day Period of Review, should Contractor be unable to fulfill contractual obligations regarding compliance, Contractor shall meet with the Quality Care Management Manager within 30 calendar days to identify barriers to compliance. If an 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: The County Mental Health Plan, Contract 12-89394, between the State of California, Department of Health Care Services and ADMHS, available at <http://cosb.countyofsb.org/admhs/>

## ATTACHMENT D MH

### ORGANIZATIONAL SERVICE PROVIDER SITE CERTIFICATION

(Applicable to programs described in Exhibits A-1 and A-2)

#### 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 a current 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 Medi-Cal beneficiaries.
  - 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:
    - i. All drugs obtained by prescription are labeled in compliance with Federal and State laws. Prescription labels may be altered only by authorized personnel.
    - ii. Drugs intended for external use only or food stuffs are stored separately from drugs for internal use.
    - iii. 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 –

## ATTACHMENT D MH

46 degrees Fahrenheit. Any room or refrigerator used to store drugs must be equipped with a thermometer.

- iv. Drugs are stored in a locked area with access limited only to those medical personnel authorized to prescribe, dispense, or administer medication.
  - v. Drugs are not retained after the expiration date. IM (Intramuscular) multi-dose vials are to be dated and initialed when opened.
  - vi. 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.
  - vii. 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.

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**

<b>Adult Program Evaluation</b>			
<b>Program Goal</b>	<b>Outcome</b>	<b>Measures Supported Housing</b>	<b>Measures* Residential Support Services</b>
❖ Reduce mental health and substance abuse symptoms resulting in reduced utilization of involuntary care and emergency rooms for mental health and physical health problems	Maintain the percent of clients that become incarcerated per quarter at:	5% or less	1% or less
	Decrease the average number of psychiatric inpatient admissions per quarter by 20%, from:	5 to 4	3 to 2
	Maintain the percent of clients hospitalized for physical health reasons per quarter at:	3% or less	2% or less
	Decrease the average number of emergency room visits per quarter for physical health care by 10% from:	14 to 13	4 to 3
❖ Assist clients in their mental health recovery process and with developing the skills necessary to lead independent, healthy and productive lives in the community	Reduce homelessness by maintaining the percent of clients with stable/permanent housing at:	98% or more	95% or more
	Increase client life skills needed to participate in purposeful activity and increase quality of life:		
	✓ Increase the percent of clients employed, enrolled in school or training, or volunteering per quarter by 10%, from:	18% to 20%	30% to 33%
	✓ Increase the number of clients graduating to a lower level of care per quarter by 25%, from:	2 to 3	2 to 3

\*Should reported data indicate a significant variance between target measures and performance, ADMHS and Contractor shall meet to discuss the reasons for the variance, and adopt a plan of correction, if indicated.

## **EXHIBIT B MH**

### **THIS EXHIBIT B INCLUDES THE FOLLOWING:**

- i. EXHIBIT B MH - Financial Provisions
- ii. EXHIBIT B-1 MH – Schedule of Rates and Contract Maximum
- iii. EXHIBIT B-2 – Contractor Budget



## EXHIBIT B FINANCIAL PROVISIONS - MH

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

(Applicable to programs described in MH Exhibit A, A-1 and A-2)

This Agreement provides for reimbursement for services up to the Maximum Contract Amount, reflected in Section II below and Exhibit B-1-MH. 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 (WIC) §§14705-14711, and other applicable Federal, State and local laws, regulations, rules, manuals, policies, guidelines and directives.

### I. PAYMENT FOR SERVICES

- A. Performance of Services. Contractor shall be compensated on a cost reimbursement basis, subject to the limitations described in this Agreement and all exhibits hereto, for provision of the Units of Service (UOS) or other deliverables as established in Exhibit B-1-MH based on satisfactory performance of the services described in the Exhibit A(s) MH.
- B. Medi-Cal Billable Services. The services provided by Contractor's Program described in the Exhibit A(s) MH A(s) MH that are covered by the Medi-Cal Program will be reimbursed by County from Federal Financial Participation (FFP) and State and local matching funds as specified in Exhibit B-1-MH and subject to Paragraph I.F (Funding Sources) of this Exhibit B MH.
- C. Non-Medi-Cal Billable Services. County recognizes that some of the services provided by Contractor's Program, described in the Exhibit A(s) MH, may not be reimbursable by Medi-Cal, and such services may be reimbursed by other County, State, and Federal funds to the extent specified in Exhibit B-1-MH and pursuant to Paragraph I.F (Funding Sources) of this Exhibit B 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. Medi-Cal Subsidy: County may provide a subsidy to Contractor, as specified in Exhibit B-1-MH for Non-Medi-Cal services provided in Medi-Cal programs. Subsidy shall not be used to reimburse disallowed costs including those in excess of budgeted amounts, improper costs, and any audit exceptions or adjustments. Reallocation of subsidy is at the discretion of the ADMHS Director. Contractor shall make written application to ADMHS Director, in advance and no later than April 1 of each Fiscal Year, to reallocate subsidy as outlined in Exhibit B-1-MH between programs. ADMHS Director reserves the right to approve a subsidy reallocation in the year end cost settlement.
- E. Limitations on Use of Funds Received Pursuant to this Agreement. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A to this Agreement. Expenses shall comply with the requirements established in OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and all other applicable regulations. Violation of this provision or use of County funds for purposes other than those described in the Exhibit A(s) shall constitute a material breach of this Agreement.

**EXHIBIT B  
FINANCIAL PROVISIONS - MH**

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

**II. MAXIMUM CONTRACT AMOUNT.**

The Maximum Contract Amount of this Agreement shall not exceed **\$1,175,848** in Mental Health funding, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-MH and subject to the provisions in Section I. 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-MH, Section IV (Accounting for Revenues). The approved Operating Budget shall be attached to this Agreement as Exhibit B-2. County may disallow any expenses in excess of the adopted operating budget. Indirect costs are limited to 15% of direct costs and must be allocated in accordance with a cost allocation plan that adheres with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. Provisional Rate. County agrees to reimburse Contractor at a Provisional Rate (the "Provisional Rate") during the term of this Agreement. For recurring contracts, the Provisional Rate shall be established by using the historical data from prior fiscal periods. The County Maximum Allowable rate will be the Provisional Rate for all new contracts. Quarterly, or at any time during the term of this Agreement, ADMHS 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.

**IV. ACCOUNTING FOR REVENUES**

A. Accounting for Revenues. Contractor shall comply with all County, State, and Federal requirements and procedures, including, but not limited to, those described in California Welfare and Institutions Code (WIC) Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP), (2) the eligibility of patients/clients for Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Grants, and any other revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor shall also be accounted for in the Operating Budget. Contributions designated in Exhibit B-1-MH shall be offset from invoices and the annual cost report.

## **EXHIBIT B FINANCIAL PROVISIONS - MH**

- B. Internal Procedures. Contractor shall maintain internal financial controls which adequately ensure proper billing and collection procedures. Contractor shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort. All fees paid by or on behalf of patients/clients receiving services under this Agreement shall be utilized by Contractor only for the delivery of service units specified in the Exhibit A(s) MH to this Agreement.

### **V. REALLOCATION OF PROGRAM FUNDING**

Funding is limited by program to the amount specified in Exhibit B-1-MH. Contractor cannot move funding between programs without explicit approval by ADMHS Director. Contractor shall make written application to ADMHS 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 ADMHS Director's decision of whether to allow the reallocation of funds shall be in writing to Contractor prior to implementation by Contractor. The ADMHS Director also reserves the right to reallocate between programs in the year end cost settlement and will notify Contractor of any reallocation during the cost settlement process.

### **VI. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS**

#### A. Submission of Claims and Invoices.

1. Submission of Claims and Invoices for Medi-Cal Services. Services are to be entered into the Clinician's Gateway System based on timeframes prescribed in the ADMHS Clinical Documentation Manual. Late service data and claims may only be submitted 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](mailto: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.

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 MH, as appropriate, ii) states the amount owed by County, and iii) includes the Agreement number and signature of Contractor's authorized representative. Invoices

## **EXHIBIT B FINANCIAL PROVISIONS - MH**

shall be delivered to the designated representative or address described in Section VI.A.1 of this Exhibit B MH. Actual cost is the actual amount paid or incurred, including direct labor and costs supported by financial statements, time records, invoices, and receipts.

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

The ADMHS Director or designee shall review the monthly claim(s) and invoices to confirm accuracy of the data submitted. County shall make provisional payment for approved claims within thirty (30) calendar days of the 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 previous month's and cumulative year to date direct and indirect costs and other applicable revenues for Contractor's programs described in the Exhibit A(s) MH. If a program has both Medi-Cal billable costs and Non-Medi-Cal billable costs, Contractor shall separately identify Non-Medi-Cal billable costs on their financial statements.
- C. Withholding of Payment for Non-submission of Service Data and Other Information. If any required service data, invoice, financial statement or report is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by ADMHS Director or designee. ADMHS Director or designee shall review such submitted service data within sixty (60) calendar days of receipt.
- D. Withholding of Payment for Unsatisfactory Clinical Documentation. ADMHS 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.

**EXHIBIT B**  
**FINANCIAL PROVISIONS - MH**

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.
  
- G. Overpayments: Any overpayments of contractual amounts must be returned via direct payment within 30 days to the County. County may withhold amounts from future payments due to Contractor under this Agreement or any subsequent agreement if Contractor fails to make direct payment within required timeframe.

**VII. COST REPORT**

- A. Submission of Cost Report. Within three weeks of the release of the cost report template by the Department of Health Care Services (DHCS) but no sooner than 30 days after the end of the fiscal year, Contractor shall provide County with an accurate and complete Annual Cost Report (original cost report) with a statement of expenses and revenue and other supporting schedules for the applicable prior fiscal year. The Annual Cost Report shall be prepared by Contractor in accordance with all applicable Federal, State and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by Contractor shall be reported in its annual Cost Report, and shall be used to offset gross cost. Contractor shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to ADMHS Director or Designee upon reasonable notice. A final (reconciled) cost report is also due approximately 1-2 years after submission of the original cost report. The specific deadline for the final cost report is determined by the State. Contractor shall submit a final (reconciled) cost report within three weeks of the County's formal request.
  
- B. Cost Report to be Used for Settlement. The Cost Report shall be the financial and statistical report submitted by Contractor to County, and shall serve as the basis for settlement with Contractor as set forth in Section VIII (Pre-audit Cost Report Settlements) below. Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.
  
- C. Penalties. Failure of Contractor to submit accurate and complete Annual Cost Report(s) within 45 days after the due date set in Section VII.A above or the expiration or termination date of this Agreement shall result in:

**EXHIBIT B**  
**FINANCIAL PROVISIONS - MH**

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 (46<sup>th</sup>) day after the deadline or the expiration or termination date of this Agreement. The late fee will be invoiced separately or deducted from future payments due to Contractor under this Agreement or a subsequent agreement.
2. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred and fifth (105<sup>th</sup>) 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 may terminate any current contracts entered into with Contractor for programs covered by the outstanding Annual Cost Reports.

- D. Audited Financial Reports: Each year of the Agreement, the Contractor shall submit to County a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by Contractor.
- E. Single Audit Report: If Contractor is required to perform a single audit and/or program specific audit, per the requirements of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards, Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt.

**VIII. PRE-AUDIT COST REPORT SETTLEMENTS.**

- A. Pre-audit Cost Report Settlements. Based on the original and final/reconciled Annual Cost Report(s) submitted pursuant to this Exhibit B MH 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 County will perform pre-audit cost report settlement(s). Such settlements will be subject to the terms and conditions of this Agreement and any other applicable State and/or Federal statutes, regulations, policies and procedures, or requirements pertaining to cost reporting and settlements for applicable Federal and/or State programs. In no event shall the settlement exceed the maximum amount of this agreement. Settlement for services shall be adjusted to the lower of:
1. Contractor's published charge(s) to the general public, as approved by the Contractor's governing board; unless the Contractor is a Nominal Fee Provider. This federal published charges rule is applicable only for the outpatient, rehabilitative, case management and 24-hour services.
  2. The Contractor's actual costs.
  3. The County Maximum Allowable rate.
- B. Issuance of Findings. County's issuance of its pre-audit cost report settlement findings shall take place no later than one-hundred-twenty (120) calendar days after Contractor's submission of the original and final/reconciled cost reports.

**EXHIBIT B**  
**FINANCIAL PROVISIONS - MH**

- C. Payment. In the event that Contractor adjustments based on any of the above methods indicate an amount due the County, Contractor shall pay County by direct payment within thirty (30) days or from deductions or withholding of future payments due to Contractor under this Agreement or a subsequent agreement, if any, at the sole discretion of the ADMHS 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.
- C. Invoice for Amounts Due. County shall issue an invoice to Contractor for any amount due to the County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County.
- 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 MH SCHEDULE OR RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME:

PathPoint

FISCAL YEAR: 2015-2016

Contracted Services	Service Type	Mode	Service Description (1)	Unit of Service	Service Function Code	County Maximum Allowable Rate
Medi-Cal Billable Services	Outpatient Services	15	Targeted Case Management	Minutes	01	\$2.02
			Collateral	Minutes	10	\$2.61
			(2) MHS- Assessment	Minutes	30	\$2.61
			MHS - Plan Development	Minutes	31	\$2.61
			(2) MHS- Therapy (Family, Individual, Group)	Minutes	40	\$2.61
			MHS - Rehab (Family, Individual, Group)	Minutes	41, 51	\$2.61
			Medication Support Services	Minutes	61, 62	\$2.61
Non-Medi-Cal Billable Services	Outreach Services	45	Crisis Intervention	Minutes	70	\$3.88
			Community Client Services	N/A	20	Actual Cost

	PROGRAM					TOTAL
	Supported Housing South (Paths to Recovery)	Residential Support Services				
GROSS COST:	\$ 993,003	\$ 182,845				\$1,175,848
LESS REVENUES COLLECTED BY CONTRACTOR:						
PATIENT FEES						\$ -
CONTRIBUTIONS						\$ -
OTHER (LIST):						\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ -	\$ -		\$0
<b>MAXIMUM CONTRACT AMOUNT PAYABLE:</b>	<b>\$ 993,003</b>	<b>\$ 182,845</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,175,848</b>

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT (3)						
MEDI-CAL CORE MENTAL HEALTH (4)						\$ -
MEDI-CAL MHSA (4)	\$ 893,703	\$ 140,452				\$ 1,034,155
NON-MEDI-CAL MHSA						\$ -
NON-MEDI-CAL COUNTY/LOCAL						\$ -
MHSA SUBSIDY (4)	\$ 99,300	\$ 7,393				\$ 106,693
COUNTY SUBSIDY (4)		\$ 35,000				\$ 35,000
OTHER FEDERAL FUNDS						\$ -
COUNTY FUNDS						\$ -
OTHER (LIST):						\$ -
<b>TOTAL (SOURCES OF FUNDING)</b>	<b>\$ 993,003</b>	<b>\$ 182,845</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,175,848</b>

CONTRACTOR SIGNATURE: \_\_\_\_\_

STAFF ANALYST SIGNATURE: \_\_\_\_\_

FISCAL SERVICES SIGNATURE: \_\_\_\_\_

(1) Additional services may be provided if authorized by ADMHS in writing.

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

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

(4) MHSA funding may be offset by additional Medi-Cal funding.



**EXHIBIT B-2  
CONTRACTOR BUDGET**

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

<b>AGENCY NAME:</b>	<b>PATHPOINT</b>
<b>COUNTY FISCAL YEAR:</b>	<b>2015-16</b>

**Gray Shaded cells contain formulas, do not overwrite**

LINE #	COLUMN#	1	2	3	4	5	6	7	8	9	
	I. REVENUE SOURCES:		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	PATHS TO RECOVERY	RESIDENTIAL SUPPORT SERVICES					
1	Contributions	\$	317,365	\$ -							
2	Foundations/Trusts	\$	240,000	\$ -							
3	Miscellaneous Revenue			\$ -							
4	ADMHS Funding	\$	1,140,848	\$ 1,140,848	\$ 993,003	\$ 147,845					
5	Other Government Funding	\$	18,415,611	\$ -							
6	ADMHS County/Funds TS	\$	35,000	\$ 35,000		\$ 35,000					
7	Lease/Rental Income	\$	907,847	\$ -							
8	Work Contracts	\$	876,968	\$ -							
9	Other (specify)	\$	227,253	\$ -							
10	Total Other Revenue	\$	22,160,892	\$ 1,175,848	\$ 993,003	\$ 182,845	\$ -	\$ -	\$ -	\$ -	
	I.B Client and Third Party Revenues:										
11	Client Fees			-							
12	SSI			-							
13	Other (specify)			-							
14	Total Client and Third Party Revenues (Sum of lines 19 through 23)		-	-	-	-	-	-	-	-	
15	GROSS PROGRAM REVENUE BUDGET		22,160,892	1,175,848	993,003	182,845	-	-	-	-	

**EXHIBIT B-2  
CONTRACTOR BUDGET**

III. DIRECT COSTS	TOTAL AGENCY / ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	PATHS TO RECOVERY	RESIDENTIAL SUPPORT SERVICES					
<b>III.A. Salaries and Benefits Object Level</b>									
16 Salaries (Complete Staffing Schedule)	10,980,818	\$ 672,268	\$ 555,397	\$ 116,871	\$ -	\$ -	\$ -	\$ -	\$ -
17 Employee Benefits	2,247,543	\$ 148,946	\$ 125,420	\$ 23,526					
18 Consultants	116,500	\$ -	\$ -						
19 Payroll Taxes	1,460,603	\$ 55,346	\$ 45,722	\$ 9,624					
20 Salaries and Benefits Subtotal	\$ 14,805,464	\$ 876,560	\$ 726,539	\$ 150,021	\$ -	\$ -	\$ -	\$ -	\$ -
<b>III.B Services and Supplies Object Level</b>									
21 Professional Fees	73,561	\$ 250	\$ 250	\$ -					
22 Supplies	525,688	\$ 6,379	\$ 5,299	\$ 1,080					
23 Telephone	112,779	\$ 7,424	\$ 5,694	\$ 1,730					
24 Utilities	235,947	\$ 8,888	\$ 8,706	\$ 182					
25 Facility Costs (Rent/Lease/Mortgage)	1,465,551	\$ 70,415	\$ 68,981	\$ 1,434					
26 Rental/Repairs/Maintenance	136,171	\$ 5,667	\$ 3,867	\$ 1,800					
27 Printing/Publications	55,909	\$ 3,525	\$ 3,122	\$ 403					
28 Transportation and Travel	431,658	\$ 21,673	\$ 21,188	\$ 485					
29 Depreciation	412,071	\$ 9,350	\$ 9,350	\$ -					
30 Insurance	202,535	\$ 8,380	\$ 7,604	\$ 776					
31 Other Expenses	500,990	\$ -	\$ -	\$ -					
32 Payroll Processing	61,985	\$ 1,565	\$ 1,181	\$ 384					
33 Personnel Recruitment	38,218	\$ 800	\$ 500	\$ 300					
34 Conferences, Meetings	26,304	\$ 1,600	\$ 1,200	\$ 400					
35 Services and Supplies Subtotal	\$ 4,279,367	\$ 145,916	\$ 136,942	\$ 8,974	\$ -	\$ -	\$ -	\$ -	\$ -
36 III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)		\$ -							
37 SUBTOTAL DIRECT COSTS	\$ 19,084,831	\$ 1,022,476	\$ 863,481	\$ 158,995	\$ -	\$ -	\$ -	\$ -	\$ -
<b>IV. INDIRECT COSTS</b>									
38 Administrative Indirect Costs (Reimbursement limited to 15%)	2,846,206	\$ 153,372	\$ 129,522	\$ 23,850					
39 GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 21,931,037	\$ 1,175,848	\$ 993,003	\$ 182,845	\$ -	\$ -	\$ -	\$ -	\$ -

## 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, its agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

## 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.