

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 Family Service Agency with an address at 123 W. Gutierrez, Santa Barbara, CA (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

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

1. DESIGNATED REPRESENTATIVE

Medical Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Lisa Brabo at phone number 805-965-1001 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

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

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

To Contractor: Lisa Brabo, CEO
 Family Service Agency
 123 W. Gutierrez
 Santa Barbara, CA 93101
 FAX: 805-965-2178

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

3. SCOPE OF SERVICES

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

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4. TERM

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

5. COMPENSATION OF CONTRACTOR

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

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION

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

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9. TAXES

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

10. CONFLICT OF INTEREST

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

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

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

12. NO PUBLICITY OR ENDORSEMENT

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

13. COMMUNICATION.

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

14. COUNTY PROPERTY AND INFORMATION

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

15. RECORDS, AUDIT, AND REVIEW

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

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

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

16. INDEMNIFICATION AND INSURANCE

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

17. NONDISCRIMINATION

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

18. NONEXCLUSIVE AGREEMENT

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

19. NON-ASSIGNMENT

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

20. TERMINATION

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

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and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.

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

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shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

21. SECTION HEADINGS

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

22. SEVERABILITY

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

23. REMEDIES NOT EXCLUSIVE

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

24. TIME IS OF THE ESSENCE

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

25. NO WAIVER OF DEFAULT

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

26. ENTIRE AGREEMENT AND AMENDMENT

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

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27. SUCCESSORS AND ASSIGNS

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

28. COMPLIANCE WITH LAW

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

29. CALIFORNIA LAW AND JURISDICTION

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

30. EXECUTION OF COUNTERPARTS

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

31. AUTHORITY

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

32. SURVIVAL

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

33. PRECEDENCE

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

34. COMPLIANCE WITH HIPAA

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

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

35. COURT APPEARANCES.

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

36. PRIOR AGREEMENTS.

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

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THIS AGREEMENT INCLUDES:

1. EXHIBIT A

- i. EXHIBIT A – Statement of Work – ADP (applicable to Exhibit A-1 and A-2)
- ii. EXHIBIT A – Statement of Work – MH (applicable to Exhibits A-3 through A-5)
- iii. EXHIBIT A-1 - Statement of Work – ADP - Big Brothers Big Sisters
- iv. EXHIBIT A-2 - Statement of Work – ADP - School Based Counseling
- v. EXHIBIT A-3 - Statement of Work – MH - Intensive In-Home
- vi. EXHIBIT A-4 - Statement of Work – MH - Managed Care Mental Health/Brief Therapy
- vii. EXHIBIT A-5 - Statement of Work – MH - School Based Mental Health
- viii. ATTACHMENT A – Santa Barbara County Mental Health Plan, Quality Management Standards
- ix. ATTACHMENT D – Organizational Service Provider Site Certification
- x. ATTACHMENT E – Program Goals, Outcomes, and Measures

2. EXHIBIT B

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

3. EXHIBIT C – Standard Indemnification and Insurance Provisions

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

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

COUNTY OF SANTA BARBARA

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: _____

CONTRACTOR
FAMILY SERVICE AGENCY

By: _____

Date: _____

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

By _____
Deputy

Date: _____

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By: _____

Date: _____

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

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By _____
Deputy County Counsel

Date: _____

APPROVED AS TO FORM :
ALCOHOL, DRUG, AND MENTAL HEALTH SERVICES
TAKASHI WADA, MD, MPH
INTERIM DIRECTOR

By _____
Director

Date: _____

EXHIBIT A– STATEMENT OF WORK

This EXHIBIT A includes the following:

- i. EXHIBIT A – Statement of Work – ADP (applicable to Exhibit A-1 and A-2)
- ii. EXHIBIT A – Statement of Work – MH (applicable to Exhibits A-3 through A-5)
- iii. EXHIBIT A-1 - Statement of Work - Big Brothers Big Sisters
- iv. EXHIBIT A-2 - Statement of Work – ADP School Based Counseling
- v. EXHIBIT A-3 - Statement of Work – Intensive In-Home
- vi. EXHIBIT A-4 - Statement of Work – Managed Care Mental Health/Brief Therapy
- vii. EXHIBIT A-5 - Statement of Work – School Based Mental Health
- viii. ATTACHMENT A – Santa Barbara County Mental Health Plan, Quality Management Standards
- ix. ATTACHMENT D – Organizational Service Provider Site Certification
- x. ATTACHMENT E – Program Goals, Outcomes, and Measures

**EXHIBIT A– ALCOHOL AND DRUG PROGRAMS
STATEMENT OF WORK**

The following terms shall apply to all Alcohol and Drug 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, all relevant provisions of the California Code of Regulations Title 9, Division 4 and all relevant provisions of applicable law that are now in force or which may hereafter be in force. Contractor shall abide by all applicable State Program Certification standards and regulations, and by the alcohol and drug treatment standards, policies, and procedures set forth by Santa Barbara County in the Provider Reference Manual where applicable.
2. **STAFF.**
 - A. Contractor shall provide training to each Program staff member, within 30 days of the date of hire regarding:
 1. Contractor shall require that Contractor's staff with responsibility for contract deliverables be trained through the web-based California Outcomes Measurement System - Prevention (CalOMS Pv) program and/or County staff, within 30 days of the date of hire.
 2. Contractor shall ensure that program staff have the capacity to implement and evaluate Strategic Prevention Plan (SPP) objectives by participating in the following activities:
 - a. Contractor shall work with County Strategic Prevention Plan Evaluation Consultant to evaluate the outcomes of SPP objectives. Contractor shall collect and report measurement indicators for short, intermediate, and long term outcomes linked to assigned goals, objectives and strategies.
 - b. Contractor shall attend relevant conferences and training related to Alcohol and Drug Prevention, youth leadership and development, environmental strategies, and best practices.
 - c. Contractor shall attend grant writing workshops or participate in training that increases agency's ability to sustain programs and agency capacity.
 - B. Staff hired to work directly with clients shall have competence and experience in working with clients with substance use disorders and co-occurring disorders, as required by State regulation.
 - C. Contractor shall notify County of any staffing changes as part of the monthly Staffing Report. Contractor shall notify the designated County Liaison and County Alcohol and Drug Program (ADP) Staff within one business day when staff separates from employment or is terminated from working on this Agreement.
 - D. At any time prior to or during the term of this Agreement, the County may require that Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and

EXHIBIT A– ALCOHOL AND DRUG PROGRAMS STATEMENT OF WORK

continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

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

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 Drug Medi-Cal provider if Title 22 California Code of Regulations (CCR) Drug Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to the Alcohol, Drug, and Mental Health Services (ADMHS) Alcohol and Drug Program, upon request.
- B. In the event the license/certification status of any Contractor staff member cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement.
- C. If Contractor is a participant in the Drug Medi-Cal program, Contractor shall keep fully informed of and in compliance with all current guidelines disseminated by the Department of Health Care Services (DHCS), Department of Public Health (DPH) and Department of Social Services (DSS), as applicable including, but not limited to, procedures for maintaining Drug Medi-Cal certification of all its facilities.
- D. Contractor shall follow the pre-registration requirements for new alcohol and other drug (AOD) counselors in California, as applicable. California law requires registration and certification of individuals providing AOD counseling services, as specified in Title 9 CCR, Division 4, Chapter 8, Sections 13000 et seq (This new requirement does NOT apply to counselors already registered with or certified by State approved and nationally-accredited agency).

4. REPORTS.

**EXHIBIT A– ALCOHOL AND DRUG PROGRAMS
STATEMENT OF WORK**

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

1. Monthly CalOMS Pv electronic data. Contractor shall document all project activity in CalOMS Pv according to the Center for Substance Abuse Prevention (CSAP) strategy allocation in the Contractor's budget;
2. Semi-annual progress report narrative provided to County;
3. Semi-annual program outcomes data;
4. Contractor shall enter all service delivery data documenting all activities conducted in support of SPP objectives into CalOMS Pv according to budgeted CSAP strategy on a minimum of a monthly basis;
5. Contractor shall provide semi-annual narrative progress to ADP by January 10th and July 10th of each fiscal year during the term of this agreement. Entries should include all successes, challenges and progress made toward outcomes, as detailed in the Reporting template;
6. Contractor shall submit to County all environmental data collected and survey or focus group results prior to all interventions by January 10, and following all interventions by July 10;

B. **Staffing.** Contractor shall submit monthly Staffing Reports to County. These reports shall be on a form acceptable to, or provided by, County and shall report actual staff hours worked by position and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, and hire and/or termination date. The reports shall be received by County no later than 25 calendar days following the end of the month being reported.

C. **Programmatic.** Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than 25 calendar days following the end of the quarter being reported. Contractor shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps will be taken to achieve satisfactory progress. Contractor shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes. Programmatic reports shall include:

1. The number of active cases and the number of clients admitted/ discharged
2. The Measures described in Attachment E, Program Goals, Outcomes and Measures, as applicable.
3. For Perinatal programs, report shall include the number of women and children served, number of pregnant women served, and the number of births.

D. **Additional Reports.** Contractor shall maintain records and make statistical reports as required by County and State Department of Health Care Services (DHCS), Department

EXHIBIT A– ALCOHOL AND DRUG PROGRAMS STATEMENT OF WORK

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

5. **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 Section 11 of this Agreement. Patient records must comply with all appropriate State and Federal requirements. Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
6. **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.
7. **CULTURAL COMPETENCE.**
 - A. Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:
 1. The number of Bilingual and Bicultural staff (as part of the monthly staffing report), and the number of culturally diverse clients receiving Program services;
 2. Efforts aimed at providing culturally competent services such as training provided to staff, changes or adaptations to service protocol, community education/outreach, etc.
 - B. At all times, the Contractor'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 provide staff with regular training on cultural competence, sensitivity and the cultures within the community.
8. **NOTIFICATION REQUIREMENTS.**
 - A. Contractor shall immediately notify County Designated Representative in the event of any suspected or actual misappropriation of funds under Contractor's control; known serious complaints against licensed/certified staff; restrictions in practice or license/certification as stipulated by a State agency; staff privileges restricted at a hospital; legal suits initiated specific to the Contractor's practice; initiation of criminal

EXHIBIT A– ALCOHOL AND DRUG PROGRAMS STATEMENT OF WORK

investigation of the Contractor; or other action instituted which affects Contractor's license/certification or practice (for example, sexual harassment accusations).

- B. Contractor shall immediately notify the County Designated Representative in the event a client with a case file (episode) open to the County presents any of the following client indices: suicidal risk factors, homicidal risk factors, assaultive risk factors, side effects requiring medical attention or observation, behavioral symptoms presenting possible health problems, or any behavioral symptom that may compromise the appropriateness of the placement.
 - C. Contractor shall immediately notify the County Designated Representative, regardless of whether the client has a case file (episode) open with the County, should any of the following events occur: death, fire setting, police involvement, media contact, any behavior leading to potential liability, any client behavioral symptom that may compromise the appropriateness of the placement.
 - D. "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. Contractor shall train all personnel in the use of the ADMHS Compliance Hotline.
9. **MONITORING.** Contractor agrees to cooperate with the County's Monitoring process which ensures medical necessity (for Drug Medi-Cal services) appropriateness and quality of care. This review may include clinical record peer review, client survey, and other program monitoring practices. Contractor will cooperate with these programs, and will furnish necessary assessment and client service plan information, subject to Federal or State confidentiality laws, and provisions of this agreement.
10. **PERIODIC REVIEW.** County shall assign staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, fiscal and overall performance activity. ADMHS staff shall conduct periodic on-site reviews of Contractor's client charting.
11. **ADDITIONAL PROGRAM REQUIREMENTS.**
- A. Contractor shall provide services in coordination and collaboration with ADMHS, including Mental Health Services, Probation, other County departments, and other community based organizations, as applicable.
 - B. Contractor shall provide a safe, clean and sober environment for recovery.
 - C. Contractor shall require clients to attend Twelve Step or other self-help support groups and activities.
 - D. Contractor shall provide *Seeking Safety* or other trauma-informed services where indicated.
 - E. Contractor shall stay informed on, and implement, Matrix or other current best practice curriculum in providing treatment services.

**EXHIBIT A– ALCOHOL AND DRUG PROGRAMS
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- F. Contractor shall utilize motivational interviewing techniques, as defined by Treatment Improvement Protocol ([TIP 35: Enhancing Motivation for Change in Substance Use Disorder Treatment](#)) (SAMHSA) in providing counseling services.
- G. Contractor shall require each client to be screened for Tuberculosis prior to admission using the Alcohol and Drug Program (ADP) TB Screening Questions and Follow-Up Protocol.
- H. Contractor shall refer pregnant clients to Perinatal specialized services, as clinically indicated.
- I. Contractor shall adhere to all applicable State, Federal, and County requirements, with technical assistance from ADMHS.
- J. Grant-funded services, such as those funded by Substance Abuse and Mental Health Services Administration (SAMHSA) shall adhere to the terms and conditions of the Notice of Grant Award, the original grant proposal, and any subsequent grant reapplications, if applicable.
- K. Contractor shall attend ADMHS ADP Provider meetings regularly to receive information and support in addressing treatment concerns.

EXHIBIT A – Mental Health

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The following terms shall apply to all mental health programs operated under this Agreement, included as Exhibits A-3 through A-5, as though separately set forth in the scope of work specific to each Program.

1. **PERFORMANCE.** Contractor shall adhere to ADMHS requirements, the Mental Health Plan, and all relevant provisions of the California Code of Regulations Title 9, Division 1.

2. **STAFF.**

- A. Staff shall be trained and skilled at working with persons with serious mental illness (SMI), shall adhere to professionally recognized best practices for rehabilitation assessment, service planning, and service delivery, and shall become proficient in the principles and practices of Integrated Dual Disorders Treatment.
- 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. County shall review Contractor's staff upon assignment to ADMHS-funded programs, and only staff approved by County shall provide services under this Agreement.
- D. Contractor shall notify County of any staffing changes as part of the monthly Staffing Report. Contractor shall notify the designated County Liaison and County Quality Assurance Division within one business day when staff separates from employment or is terminated from working under this Agreement.
- E. At any time prior to or during the term of this Agreement, the County may require that Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- F. County may request that Contractor's staff be immediately removed from 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

EXHIBIT A – Mental Health

STATEMENT OF WORK

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 Alcohol, Drug, and Mental Health Services (ADMHS) Quality Assurance/Utilization Management (QA/UM) Division, upon request.

- B. Contractor shall ensure that all staff providing services under this Agreement retain active licensure. In the event license status 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 monthly staffing reports to County. These reports shall be on a form acceptable to, or provided by, County and shall report actual staff hours worked by position and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, and hire and/or termination date. The reports shall be received by County no later than 25 calendar days following the end of the month being reported.
- 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. Contractor shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps will be taken to achieve satisfactory progress. Contractor shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes. Programmatic reports shall include:
 - 1. The number of active cases and number of clients admitted/ discharged,
 - 2. The Measures described in Attachment E, Program Goals, Outcomes and Measures.
 - 3. Contractors receiving MHSA-funding shall track and report the following to County in Contractor's Quarterly Programmatic Report per MHSA requirements:
 - a) Client age;
 - b) Client zip code;
 - c) Number of types of services, groups, or other services provided;

EXHIBIT A – Mental Health

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- d) Number of clients served in which language (English/Spanish/Other);
 - e) Number of groups offered in which language (English/Spanish/Other).
- C. **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.
5. **CLIENT AND FAMILY MEMBER EMPOWERMENT.** Contractor agrees to support active involvement of clients and their families in treatment, recovery, and policy development.
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. **STANDARDS.**
- A. Contractor agrees to comply with all Medi-Cal requirements, including, but not limited to those specified in Attachment A, and be approved to provide Medi-Cal services based on Medi-Cal site certification, per Attachment D, Organizational Service Provider Site Certification.
 - B. Contractor shall make its service protocols and outcome measures data available to County and to Medi-Cal site certification reviewers.
 - C. Contractor shall develop and maintain a written disaster plan for the Program site and shall provide annual disaster training to staff.
8. **CONFIDENTIALITY.** Contractor agrees to maintain the confidentiality of patient records pursuant to 45 CFR §205.50 (requires authorization from patient, patient representative, or a judge signed court order if patient authorization unavailable, prior to any release of information related to patient's medical data including psychiatric treatment records), and Section 11 of this Agreement. Patient records must comply with all appropriate State and Federal requirements.
9. **CULTURAL COMPETENCE.**
- A. Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:
 - 1. The number of culturally diverse clients receiving Program services;
 - 2. Efforts aimed at providing culturally competent services such as training provided to staff, changes or adaptations to service protocol, community education/Outreach, etc.
 - 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;

EXHIBIT A – Mental Health

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- C. Contractor shall maintain Spanish bilingual capacity with the goal of filling 40% of direct service positions with bilingual staff in County's second threshold language, Spanish. Contractor shall provide staff with regular training on cultural competency, sensitivity and the cultures within the community, pursuant to Attachment A;
- D. Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must be printed in Spanish (second threshold language).
- E. Services and programs offered in English must also be made available in Spanish.
- F. A measureable and documented effort must be made to conduct outreach to and to serve the underserved and the non-served communities of Santa Barbara County, as applicable.

10. NOTIFICATION REQUIREMENTS.

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

11. 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 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.

EXHIBIT A – Mental Health

STATEMENT OF WORK

- B. Contractor shall identify a senior staff member who will be the designated ADMHS QA/UM contact and will participate in monthly or quarterly provider QA/UM meetings, to review current and coming quality of care issues.
- 12. **PERIODIC REVIEW.** County shall assign senior management staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, fiscal and overall performance activity. The Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site and/or electronic reviews of Contractor's clinical documentation.
- 13. **ADDITIONAL PROGRAM REQUIREMENTS FOR MHSA-FUNDED PROGRAMS.** In accepting MHSA funding for the Program, Contractor shall adhere to the following MHSA principals:
 - A. Cultural Competence. Adopting behaviors, attitudes and policies that enable providers to work effectively in cross-cultural situations.
 - B. Client and Family Driven System of Care. Clients and families of clients identify needs and preferences that result in the most effective services and support.
 - C. Community Collaboration. Individuals, families, agencies, and businesses work together for a shared vision.
 - D. Integrated Service Experiences. Services for clients and families are "seamless," limiting the need for negotiating with multiple agencies and funding sources.
 - E. Focus on Wellness. Includes recovery and resilience: people diagnosed with a mental illness are able to live, work, learn and participate fully in their communities..

EXHIBIT A-1
Statement of Work - ADP
Big Brothers Big Sisters

1. **PROGRAM SUMMARY:** The Big Brothers, Big Sisters program (hereafter, “the Program”) provides mentoring opportunities to youth ages 7 - 17 who lack positive adult role models in their lives. The goal of mentoring is to provide consistent relationships, support, and guidance to “at risk” youth. Mentoring encourages participation in alternative activities and keeps the youth from establishing risky behaviors. Primary prevention will include educating the mentors, mentees and the community at large. The Program will be headquartered at 123 W. Gutierrez St., Santa Barbara, California.
2. **PROGRAM GOALS:** Contractor shall be responsible for achieving County Strategic Prevention Plan (SPP) goals. Each goal is linked to objectives identified in the SPP and strategies identified in the Substance Abuse and Mental Health Services Administration (SAMHSA) Center for Substance Abuse Prevention (CSAP) Strategies. Contractor shall implement these CSAP strategies for the purpose of accomplishing prevention outcomes as identified in the SPP as follows:
 - A. SPP Priority Area 2: Reduction of underage drinking (Goal A): Reduce alcohol related problems associated with underage youth access to alcohol in the home.
 - B. SPP Priority Area 2: Reduction of underage drinking (Goal C): Increase the capacity of youth to be resilient to alcohol consumption and to effectively address and prevent problems associated with underage drinking.
 - C. SPP Priority Area 3: Awareness of the harms and risks of marijuana use (Goal A): Increase youth and parent awareness of the risks and harms of marijuana use.
3. **DEFINITIONS.**
 - A. **Primary Prevention – Universal Prevention:** Primary Prevention programs are paid by Substance Abuse Prevention and Treatment (SAPT) Prevention Set Aside funding and must be used to implement universal prevention strategies. Universal prevention strategies address the entire population (national, local community, school and neighborhood) with messages and programs aimed at preventing or delaying the abuse of alcohol, tobacco, and other drugs. For example, it would include the general population and subgroups such as pregnant women, children, adolescents, and the elderly. The mission of universal prevention is to prevent the problem. All members of the population share the same general risk for substance abuse, although the risk may vary greatly among individuals. Universal prevention programs are delivered to large groups without any prior screening for substance abuse risk. The entire population is assessed as at-risk for substance abuse and capable of benefiting from prevention programs.
 - B. **CSAP Strategy:** SAMHSA CSAP has classified prevention into the following six strategies, as defined by Federal Register, Volume 58, Number 60, March 31, 1993, and detailed in the Provider Manual: Information Dissemination; Education; Alternatives; Problem Identification and Referral; Community-Based Process; and Environmental. The specific CSAP strategies and service codes Contractor shall implement are detailed in Section 4.
4. **SERVICES.** Contractor shall provide the following services to implement SPP outcome-based objectives and Universal Prevention strategies, further described in Exhibit E, and County’s logic model.
 - A. Reduce youth access to alcohol.
 - i. Implement parent pledges asking parents to not provide alcohol to minors in their home.

EXHIBIT A-1
Statement of Work - ADP
Big Brothers Big Sisters

- a. Contractor shall include parent pledges in all membership packets at time of registration.
- b. Contractor shall provide parent pledges to be filled out at all trainings, presentations, and all Alcohol and Other Drug (AOD) activities where parents are present including annual group activities of all mentors and mentees.
- c. Contractor shall maintain a parent pledge on Contractor's website where parents can access the pledge.
- d. Contractor shall conduct presentation(s) on the effects of underage drinking to parents, staff and mentors.
- e. Contractor shall develop a media campaign that discourages adult tolerance of underage drinking and includes a Public Service Announcement or letter campaign for television, radio or print.
- f. Contractor shall prepare, purchase or design AOD information dissemination materials to provide as handouts.
- g. Contractor shall provide information on the harms associated with underage drinking at various community events.
- ii. Provide youth-based programs that provide Latino youth with caring adult role models and mentors that will increase their external and internal assets to be resilient to alcohol.
 - a. Contractor shall have 10-15 mentor leaders providing support and mentoring to youth recruits.
 - b. Contractor will provide training for Contractor's staff on AOD prevention and Asset Development¹.
 - c. Contractors shall provide one (1) training to mentors and parents on the dangers of AOD and how to discuss alcohol and substance use, including talking to youth about the behavioral and physical risks involved.
 - d. Contractor shall conduct a survey of mentees to measure Developmental Assets and views on AOD.
- iii. By June 30, 2017, 600 youth including high risk and/or Latino youth will participate in programs that increase their internal assets and external resources.
 - a. Contractor shall involve all participants in planning and decision making of all alcohol and drug prevention activities.
 - b. Contractor shall engage mentees in AOD awareness activities a minimum of twice a year.
- B. Change the social norm of parents and youth that tolerates underage drinking.
 - i. Work with community members to educate them on the risks and harms associated with underage drinking, including providing brochures, community forums, educational presentations, radio, newspaper, and social media outlets.
 - ii. Contractor shall train all staff, parents, mentors, and mentees on the harms and risks of underage drinking

¹ <http://www.search-institute.org/developmental-assets>
FSA FY 14-15 BC.docx

EXHIBIT A-1
Statement of Work - ADP
Big Brothers Big Sisters

- iii. Contractor shall provide information on the harms and risks of underage drinking to parents and community members through outreach.

C. Increase youth and parents' awareness of the risks and harms of marijuana use.

- i. Community education to increase awareness about the marijuana facts as well as educational outreach to parents and youth, including Latino families, about the marijuana facts.
- ii. Work with community members to educate them on the risks and harms associated with marijuana, including providing brochures, community forums, educational presentations, radio, newspaper, and social media outlets.
- iii. Contractor shall train all staff, parents, mentors, and mentees on the harms and risks of marijuana.
- iv. Contractor shall provide information on the harms and risks of marijuana to parents and community members through outreach.

D. Increase youth and parents' awareness of the risks and harms of prescription drugs.

- i. Community education to increase awareness about the risks and harms of prescription drugs as well as educational outreach to parents and youth, including Latino families, about prescription drugs.
- ii. Work with community members to educate them on the risks and harms associated with prescription drugs, including providing brochures, community forums, educational presentations, radio, newspaper, and social media outlets.
- iii. Contractor shall train all staff, parents, mentors, and mentees on the harms and risks of prescription drugs.
- iv. Contractor shall provide information on the harms and risks of prescription drugs to parents and community members through outreach.

5. **ADDITIONAL PROGRAM REQUIREMENTS.**

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

- i. Collaborate with local partner agencies in various underage and binge drinking prevention initiatives and activities.
- ii. Work with County to update the SPP's underage drinking reduction logic models and linked evaluation plans.
- iii. Participate in quarterly Partners in Prevention provider meetings.
- iv. Collaborate with County and local partner agencies to implement/maintain minimum standards for a Santa Barbara County model for youth development.

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

- i. Contractor shall notify County in writing of Contractor's sponsorship of training sessions and public/community events no later than thirty (30) days prior to the event.
- ii. Contractor shall submit all survey instruments and assessment tools to County for review.

EXHIBIT A-1
Statement of Work - ADP
Big Brothers Big Sisters

- iii. Contractor shall submit to County all evaluation, pre/post test and survey results summaries.
- iv. County shall conduct monitoring site visits, including review of documentation and materials, between the months of February and May.

EXHIBIT A-2
Statement of Work – ADP School Based Counseling

1. **PROGRAM SUMMARY:** The School Based Counseling Program (hereafter, “the Program”) provides early identification of alcohol and other drug (AOD) problems related to the use or abuse of drugs that results in behavior that may contribute to the student’s (hereafter, “client’s”) truancy, academic under-achievement, anti-social behavior, and family problems. Services are designed to be age appropriate and culturally relevant, and are based on individual assessment and cultural factors. School based counseling should focus on short-term personal, family, job/school, and other problems and their relationship to substance abuse or a return to substance abuse. Other services may include assisting the client in developing an appropriate support system to reinforce behavioral achievements in counseling. The Program shall provide early intervention and short term school-based individual and/or group counseling to clients that are referred by school staff or self referred. The Program will be headquartered at 123 W. Gutierrez Street, Santa Barbara, California.
2. **PROGRAM GOALS.**
 - A. Delay, prevent or reduce AOD use among students.
 - B. Promote self-sufficiency and empower substance users and abusers to become productive and responsible members of a school environment;
 - C. Increase personal safety;
 - D. Respond to students’ personal crises on the school campus due to substance use/abuse.
3. **SERVICES.** Contractor shall provide:
 - A. **Early Intervention [Service Code 18]** means a face to face contact, either individually or in a group, to intervene, disrupt and prevent continued substance abuse at the earliest possible moment. Early intervention is designed to come between a substance abuse user and his or her actions in order to modify behavior. It includes a wide spectrum of activities ranging from user education to formal intervention to appropriate treatment/recovery services.
 - i. **Short Term School-based Counseling: Individual Counseling** means a face-to-face contact between a client and a therapist or counselor. Individual counseling is limited to intake, evaluation, assessment and diagnosis, treatment and discharge planning, collateral services, and crisis intervention.
 - B. Contractor shall refer client to ancillary services and provide referral to vocational, literacy, education, and family counseling where applicable and appropriate.
4. **Service Intensity.** Contractor shall provide services described in Section 3 up to a maximum of 12 sessions per client per year.
5. **Treatment Location.** Services shall be provided at Contractor’s offices:
6. **CLIENTS.** Contractor shall provide services described in Section 3 to 17 clients and their families referred by the Lompoc Unified School District.
7. **REFERRALS.**
 - A. Contractor shall receive referrals from school principals, the school assistance program (SAP), School Attendance Review Board (SARB), school staff, other providers, and self-referrals. Contractor shall receive referral via phone, written referral, or walk in.

EXHIBIT A-2
Statement of Work – ADP School Based Counseling

8. ADMISSION PROCESS:

- A. Contractor shall develop an Admission Policy that describes the complete admission process for the Program. The Admission Policy shall be available to County staff during monitoring visits, and shall include:
 - i. Program description;
 - ii. Admission/Readmission process;
 - iii. Services describing what is provided in the secondary prevention school based counseling program;
 - iv. Case File management;
 - v. Quality Assurance standards;
 - vi. Client Rights;
 - vii. Discharge.
- B. Contractor shall interview client to determine client's appropriateness for the Program.
- C. At Contractor's intake meeting with client, Contractor shall complete an admission packet with the following information:
 - i. Consent to Treatment form, Program rules and guidelines, signed by client;
 - ii. Release of information form, signed by client;
 - iii. Financial assessment and contract for fees, if applicable;
 - iv. Personal/ demographic information of client, including:
 - 1. Social, economic and family background;
 - 2. Education;
 - 3. Vocational achievements;
 - 4. Criminal history, legal status;
 - 5. Medical history;
 - 6. Drug history;
 - 7. Previous history of treatment episodes.
 - v. Emergency contact information for client.
- D. Contractor shall notify referring party if client is not accepted into the Program, based on Section 9, within one business day of receiving the initial referral.

EXHIBIT A-2
Statement of Work – ADP School Based Counseling

- E. Should space not be available in the Program, Contractor shall place client on a waiting list, and refer client to interim services.
9. **EXCLUSION CRITERIA:** On a case-by-case basis, the following may be cause for client exclusion from the program:
- i. Client threat of or actual violence toward staff or other clients;
 - ii. Rude or disruptive behavior that cannot be redirected.
10. **DOCUMENTATION REQUIREMENTS.** No later than thirty (30) days after client entry into Program:
- A. Brief AOD Screening Instrument. Contractor shall administer the CAGE, 20 Questions, or Drug Abuse Screening Test (DAST) within 30 days of admission. Results of the instrument(s) shall be utilized for treatment and discharge planning;
 - B. Treatment Plan. The Treatment Plan must include a statement of the problems to be addressed, the goals to be achieved for each problem, the action steps to be taken, and the target dates that these goals are to be achieved. The Plan shall describe the services to be provided (type and frequency of counseling), and the assignment of a primary counselor. The Plan shall be consistent with the results of the client's screening instrument(s). The Treatment Plan plan is considered complete and effective on the date of the counselor's signature. Contractor shall periodically review and update the Treatment Plan every ninety (90) days.
11. **DISCHARGES.**
- A. Contractor shall develop a Discharge Plan for clients prior to discharge, in coordination with the referring party and client. The Discharge Plan shall include:
 - i. Recommendations for post-discharge;
 - ii. Linkages to other services, if appropriate;
 - iii. Reason for discharge;
 - iv. Discharge summary.
 - B. Contractor shall give the client one copy of the Discharge Plan, and place one copy in the client file.
 - C. Any client that does not receive any service within a 30 day period shall be discharged from the program, as of the date of last services.

EXHIBIT A-3

STATEMENT OF WORK – MH INTENSIVE IN-HOME

1. **PROGRAM SUMMARY.** The Intensive In-Home Program (hereafter “the Program”) is a home-based model of intensive mental health service delivery developed to help a child (hereafter “client”) and their family to solve problems in the home environment. Program staff demonstrate and implement cognitive-behavioral therapy techniques with the family as a means to improve client behavior and provide structure and routine to the home environment. The Program offers intensive, individualized, and if clinically indicated, family counseling services to children and youth and their families primarily in client homes. Program staff seek to develop, support and empower family units by identifying strengths and needs and teaching problem solving skills. Services are aimed at preventing further incidents of behavioral, emotional and/or social disturbance that may lead to out-of-home placement. The Program shall serve the Lompoc area and shall be headquartered at 110 South C Street, Suite A, Lompoc, California.
2. **PROGRAM GOALS.**
 - A. Keep families together by reducing crisis in the home environment;
 - B. Prevent out-of-home, out-of-county, and/or foster placement of the client;
 - C. Reduce “at-risk” behavior such as self-injurious behavior, criminal activity, and substance use;
 - D. Reduce hospitalizations;
 - E. Stabilize the client and family who reside together;
 - F. Improve the family’s level of functioning and the quality of life for the client through the use of various educational, behavioral and clinical interventions;
 - G. Utilize a “Whatever It Takes” approach to identify and integrate thoughtful, responsive and creative interventions for clients and their families;
 - H. Operate as a cohesive team responsible for delivery of most services required by clients with minimal referral to a variety of different programs. As one exception, County will have overall accountability for the psychiatric treatment of Program clients.
3. **SERVICES.** Contractor shall develop, support and empower family units by identifying existing strengths and areas of need, and teaching problem solving skills.
 - A. Contractor shall provide the following array of services, as needed, to Program clients:
 1. **Case Management.** Services that assist a client 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 client access to service and the service delivery system; monitoring of the client’s progress; placement services; and plan development, as defined in Title 9 CCR Section 1810.249.
 2. **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

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history; diagnosis; and use of testing procedures, as defined in Title 9 CCR Section 1810.204.

3. **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.
 4. **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.
 5. **Collateral.** Collateral services are delivered to a client's significant support person(s) for the purpose of meeting the needs of the client and achieving the goals of the client's client service plan, as defined in Title 9 CCR Section 1810.206. A significant support person is a person who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians or representatives of a client, a person living in the same household as the client, the client's spouse, and the relatives of the client. Collateral may include, but is not limited to, family counseling with the significant support person(s), consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the client, and consultation and training of the significant support person(s) to assist in better understanding of mental illness. The client need not be present for this service activity. Consultation with other service providers is not considered a Collateral service.
 6. **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.
 7. **Intensive Care Coordination (ICC).** ICC is a service activity that includes assessing, service planning and implementation; monitoring and adapting; and transition within the guidelines of the Katie A. Core Practice Model.
 8. **Intensive Home Based Services (IHBS).** IHBS are intensive, individualized and strength-based, needs-driven intervention activities that support the engagement and participation of the child/youth and his/her significant support persons and to help the child/youth develop skills and achieve the goals and objectives of the plan. IHBS are not traditional therapeutic services and are provided within the guidelines of the Katie A. Core Practice Model.
- B. Contractor shall utilize a variety of effective evidence based treatment modalities including family therapy, cognitive therapy, play therapy and bibliotherapy to provide intensive in-home interventions. Contractor shall include parenting education and household management skill building as components of the family's service plan. Intensive in-home interventions may include:
1. Assisting family members with stress management;

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2. Building communication skills;
 3. Teaching anger management skills;
 4. Teaching and modeling effective parenting skills;
 5. Assisting families to develop links to community partners and encouraging and empowering families to use those resources. Examples may include clergy, family members, and friends;
 6. Developing and guiding parents in behavioral interventions;
 7. Using cognitive-behavioral therapy techniques to identify and reinforce appropriate family roles and relationships;
 8. Identifying communication patterns among family members and teaching family members appropriate response and coping mechanisms.
- C. County shall provide medication support services to clients as needed. 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.
4. **SERVICE INTENSITY/TREATMENT LOCATION/STAFF CASELOADS/HOURS OF OPERATION AND COVERAGE**
- A. **Service Intensity.**
1. Contractor shall provide Program services to each client at least one (1) time per week, an average of four (4) hours of service per week during the course of treatment. Service levels shall be based upon individualized needs of the client and may be adjusted to prevent client's move to a higher level of care.
 2. County shall authorize services for up to six (6) months upon client's admission into the Program. Additional Program services will require review and approval by the ADMHS Treatment Team. The goal of treatment is to improve the family's functioning and stability so that intensive services are not required beyond the six (6) month authorization. As such, any request for reauthorization of services will be considered an unusual and exceptional circumstance.
- B. **Treatment Location.** The primary service location will be the client's home.
- C. **Staff to Client Caseload Ratios.** The Program shall operate with a staff to client ratio that does not exceed 1 to 10 (10 clients per one (1.0) FTE staff member), but shall not be less than 1 to 7 depending on the intensity of clients' needs.
- D. **Hours of Operation and Staff Coverage.**
1. Contractor shall have staff available 24 hours per day, 7 days per week to receive client phone calls and respond as appropriate. In the event of a client experiencing a psychiatric emergency, Contractor shall refer the client to County's Safe Alternatives for Treating Youth (SAFTY) program for an evaluation

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of their condition and a determination of the need for hospitalization, pursuant to WIC §5150. Notwithstanding the aforementioned, Contractor shall not be relieved of the responsibility to ensure staff availability 24/7 to respond to Program clients;

2. Contractor shall operate a schedule which shall be flexible to accommodate the client and family to allow Contractor's staff to meet with the client in their home Monday through Friday and weekends as needed.

5. **CLIENTS/PROGRAM CAPACITY.**

- A. Contractor shall provide services to clients aged 0 to 21 years, diagnosed with serious emotional disturbance (SED) and/or Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, Chapter 11, CCR and their families.
- B. Contractor shall provide the services described in Section 3 to a minimum caseload of 30 clients.

6. **ADMISSION CRITERIA.**

- A. Clients shall be children and youth who have a diagnosis of SED and/or Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, CCR Chapter 11;

AND factors in both B and C below:

- B. Possible suicidal ideation and depression or negative behavior issues such as substance abuse and truancy;
- C. A rating of Level 3 or 4 in the Child and Adolescent Level of Care Utilization System (CALOCUS) as described below:
 1. Level 3: Significant risk of harm, moderate deterioration in interactions or withdrawal from social activities, significant co-morbidity of another medical/substance dependence/developmental disability, moderate stressful environment, limited support from family or community, ambivalent relationship/engagement of the client and/or parent with treatment providers.
 2. Level 4: Serious risk of harm, severe deterioration in interactions or withdrawal from social activities, major co-morbidity of another medical/substance dependence/developmental disability, highly stressful environment, minimal support from family or community, adversarial relationship/engagement of the client and/or parent with treatment providers.

7. **REFERRALS.**

- A. Contractor shall admit clients referred by the ADMHS Children's Clinic.
- B. To perform and receive reimbursement for Program services, Contractor shall obtain a Community Based Organization (CBO) Request for Service form along with the Referral Packet.
- C. Contractor shall respond to referrals and initiate services for those clients that are admitted within five (5) business days.
- D. **Referral Packet.** Contractor shall have shared access to ADMHS' client file, and shall access the file for each client referred and treated to review the following:

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1. A copy of the County referral form.
2. A client face sheet.
3. A copy of the most recent comprehensive assessment and/or assessment update.
4. A copy of the most recent medication record and health questionnaire.
5. A copy of the currently valid Client service plan indicating the goals for client enrollment in the Program and identifying the Contractor as service provider.
6. Client's Medi-Cal Eligibility Database Sheet (MEDS) file printout will be provided to Contractor in the initial Referral Packet.
7. Other documents as reasonably requested by County.
8. **DISCHARGE PLAN.**
 - A. For clients receiving medication support from the ADMHS Children's Clinic, the ADMHS Treatment Team shall work in concert with Contractor staff to develop a written discharge plan that is responsive to the client's needs and personal goals.
 - B. For clients who are not receiving medication support, Contractor staff shall work closely with each client to establish a written discharge plan that is responsive to the client's needs and personal goals.
9. **DISCHARGE CRITERIA.** The appropriateness for client discharge shall be determined on a case by case basis. Criteria for discharge include:
 - A. Treatment goals have been sufficiently met;
 - B. The determination that the treatment goals have not been met as determined by the ADMHS Treatment Team. The client and family shall be provided with referrals to more appropriate treatment;
 - C. The determination that significant progress has been made, even if not all goals have been met, such that the client and family no longer require the intensive level of services provided by the Program;
 - D. The client's request to terminate services;
 - E. Client and family relocating from the Program's service area.
10. **STAFFING REQUIREMENTS.** Contractor shall adhere to the Program staffing requirements outlined below.
 - A. The Program shall include a combination of Contractor and County staff, with County staff assuming responsibility for psychiatric treatment functions (functions performed by a psychiatrist, nurse, or psychiatric technician). County shall provide psychiatric/medication support to Program clients who require these services. County staff shall work in conjunction with Contractor staff to deliver seamless multi-disciplinary treatment, rehabilitation and support services.
 - B. Contractor shall employ staff as described below.
 1. 3.8 FTE Counselors who shall be Qualified Mental Health Workers (QMHW) or licensed/waivered/registered mental health professionals as described in Title 9, CCR. QMHWs are individuals who hold a college degree in a field related to

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mental health, including child development, child psychology, counseling and guidance, 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:

- a. 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;
 - b. Staff with a Bachelor's degree must have the equivalent of one year of such fulltime experience;
 - c. No experience is required for staff with a Master's or Doctoral degree.
2. 0.5 FTE supervisory staff which include a Program Assistant, Program Manager, and Program Supervisor. Supervisory staff shall be licensed/waivered/registered mental health professionals as described in Title 9, CCR.

11. DOCUMENTATION REQUIREMENTS/ CLIENT SERVICE PLAN.

- A. Contractor staff will complete a Client service plan within thirty (30) days of enrollment into the Program, and Assessment Plan updates in collaboration with the ADMHS Team Supervisor, or designee. In addition, Contractor will submit the Client service plan to the ADMHS Team Supervisor for approval.
- B. Contractor shall participate in ADMHS Children's Clinic 30-day review meetings to review Intensive In-Home cases. All cases will be reviewed a minimum of quarterly, to examine client need for continued treatment in the Program.
- C. Client service plans shall include:
 1. Client's recovery goals or recovery vision, which guides the service delivery process;
 2. Objectives describing the skills and behaviors that the client will be able to learn as a result of the Program's behavioral interventions; Interventions to help the client reach their goals.

EXHIBIT A-4

STATEMENT OF WORK – MH MANAGED CARE MENTAL HEALTH/BRIEF THERAPY

1. **PROGRAM SUMMARY.** Managed Care Mental Health/Brief Therapy (hereafter in this Exhibit A-4 “the Program”) is designed to serve children and adults (hereafter “clients”) who are Medi-Cal beneficiaries that meet medical necessity criteria as defined in Title 9, CCR and their families. The Program shall provide clients and their families with brief therapy which is time-limited and problem focused and is not intended to be long-term treatment. The Program shall serve the Santa Barbara and Lompoc areas and shall be located at 123 W. Gutierrez in Santa Barbara and 110 South C Street, Suite A in Lompoc, California.
2. **PROGRAM GOALS.**
 - A. Maintain the client in their homes and communities whenever possible;
 - B. Support the client’s ability to adapt and cope with changing life circumstances;
 - C. Define and refine family strengths, culture, vision and needs;
 - D. Prioritize family needs to create a plan that will help meet those needs;
 - E. Carry out the client service plan one need at a time until the client no longer required Program supports because the family’s vision has been achieved.
3. **SERVICES.** The Program shall provide the following services to clients and their families:
 - A. Contractor shall utilize a variety of effective evidence based treatment modalities and other promising practices known to be effective with the population served;
 - B. Contractor shall provide the following array of services, as needed, to Program clients:
 1. **Case Management.** Services that assist a client 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 client access to service and the service delivery system; monitoring of the client’s progress; placement services; and plan development, as defined in Title 9 CCR Section 1810.249.
 2. **Assessment.** Assessment is designed to evaluate the current status of a client’s mental, emotional or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the client’s clinical history; analysis of relevant cultural issues and history; diagnosis; and use of testing procedures, as defined in Title 9 CCR Section 1810.204.
 3. **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.
 4. **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.
 5. **Collateral.** Collateral services are delivered to a client’s significant support person(s) for the purpose of meeting the needs of the client and achieving the goals of the client’s client service plan, as defined in Title 9 CCR Section 1810.206. A significant support person is a person who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians

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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.

6. **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.
7. **Intensive Care Coordination (ICC).** ICC is a service activity that includes assessing, service planning and implementation; monitoring and adapting; and transition within the guidelines of the Katie A. Core Practice Model.
8. **Intensive Home Based Services (IHBS).** IHBS are intensive, individualized and strength-based, needs-driven intervention activities that support the engagement and participation of the child/youth and his/her significant support persons and to help the child/youth develop skills and achieve the goals and objectives of the plan. IHBS are not traditional therapeutic services and are provided within the guidelines of the Katie A. Core Practice Model.

4. SERVICE INTENSITY/TREATMENT LOCATIONS.

A. Service Intensity.

1. Services provided by Contractor under this agreement shall be authorized by County on a case by case basis upon Contractor's submission of a medical necessity attestation to the ADMHS Quality Assurance (QA) Division. The initial authorization shall be eight (8) sessions, or as otherwise authorized by the ADMHS QA Division upon receipt of the medical necessity attestation.
2. In no event shall more than 30 total sessions be authorized for any one client, nor shall the length of treatment in the Program exceed six (6) months, unless otherwise authorized in advance by the ADMHS QA Division.

B. **Treatment Location.** Services shall be provided primarily at Contractor's offices. Services may be provided at the client's home as needed.

5. **CLIENTS.** Contractor shall provide Program services to clients diagnosed with serious emotional disturbance (SED), serious mental illness (SMI), and/or Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, CCR Chapter 11, and their families.
6. **REFERRALS.** Contractor shall admit clients who are referred by the ADMHS Access Team or the ADMHS Care Coordinator. Contractor may provide services to clients who individually request services with no referral source, but must obtain authorization from ADMHS QA before providing services, regardless of the referral status.
7. **DISCHARGE PLAN.** For clients who have a case file (episode) open to the ADMHS Children's Clinic, the ADMHS Treatment Team shall work in concert with Program staff to develop a written discharge plan that is responsive to the client's needs and personal goals.

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8. **DISCHARGE CRITERIA.** The appropriateness for client discharge shall be determined on a case by case basis. Criteria for discharge include:
 - A. Treatment goals have been sufficiently met;
 - B. The determination that the treatment goals have not been met. Contractor shall provide the client and family with referrals to more appropriate treatment;
 - C. The determination that significant progress has been made, even if not all goals have been met, such that the client and family no longer require the level of services provided by the Program;
 - D. The client's request to terminate services;
 - E. Client and family relocating from the Program's service area.
9. **DOCUMENTATION REQUIREMENTS.**
 - A. Client service plan. Contractor shall complete a client service plan for each client receiving Program services within thirty (30) days of enrollment into the Program. The Client service plan shall provide overall direction for the collaborative work of the client, the Program and the ADMHS Treatment Team, as applicable. The Client service plan shall include:
 1. Client's recovery goals or recovery vision, which guides the service delivery process;
 2. Objectives describing the skills and behaviors that the client will be able to learn as a result of the Program's behavioral interventions;
 3. Interventions planned to help the client reach their goals.
 - B. Contractor shall maintain a client assessment within its files (hard copy or electronic), for each client referred and treated.

EXHIBIT A-5

STATEMENT OF WORK – MH SCHOOL-BASED MENTAL HEALTH

1. **PROGRAM SUMMARY.** The School-Based Mental Health Program (hereafter “the Program”) offers mental health services to students (hereafter “clients”) who have emotional and/or behavioral difficulties and who may benefit from counseling support. The Program shall include Support, Treatment, Advocacy and Referral Team (START) services in Carpinteria which provides services to clients with co-occurring substance abuse and mental health issues. Program staff work as a team with school staff to address the client’s social-emotional development, prevent mental health and psychosocial problems, and enhance the client’s ability to adapt and cope with changing life circumstances. Program services are structured to maximize the client’s existing strengths, assets and capacities. The Program provides intervention, linkage, and services to intervene as soon as feasible at the onset of learning, behavior, substance abuse and emotional problems. The Program shall serve the Carpinteria, Lompoc and Santa Barbara areas. The Program’s South County headquarters shall be at 123 West Gutierrez, Santa Barbara and the North County headquarters shall be at 110 South C Street, Suite A, Lompoc, California.
2. **PROGRAM GOALS.**
 - A. Maintain the client’s enrollment in the school system;
 - B. Teach clients improved decision making skills to reduce instances of disciplinary actions and/or expulsion;
 - C. Develop a comprehensive, multifaceted and cohesive continuum of school and community interventions to address barriers to learning and promote the client’s healthy development;
 - D. Prevent out-of-home and/or out-of-county placement of the client.
3. **SERVICES.** Contractor shall provide the following services to students enrolled at schools designated by County within the Carpinteria, Santa Barbara and Lompoc Unified School Districts as described in Section 4:
 - A. Contractor shall operate an office at each campus, described in Section 4.A to allow clients the opportunity to voluntarily seek mental health counseling as they so choose;
 - B. Contractor shall provide the following array of services, as needed, to Program clients:
 1. **Assessment.** Assessment is designed to evaluate the current status of a client’s mental, emotional or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the client’s clinical history; analysis of relevant cultural issues and history; diagnosis; and use of testing procedures, as defined in Title 9 CCR Section 1810.204.
 2. **Collateral.** Collateral services are delivered to a client’s significant support person(s) for the purpose of meeting the needs of the client and achieving the goals of the client’s client service plan, as defined in Title 9 CCR Section 1810.206. A significant support person is a person who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians or representatives of a client, a person living in the same household as the client, the client’s spouse, and the relatives of the client. Collateral may include, but is not limited to, family counseling with the significant support person(s), consultation and training of the significant support person(s) to assist in better utilization of specialty

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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.

3. **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.
 4. **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.
 5. **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.
 6. **Case Management.** Services that assist a client 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 client access to service and the service delivery system; monitoring of the client's progress; placement services; and plan development, as defined in Title 9 CCR Section 1810.249.
 7. **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 1840.338 and 1840.348 (CCR).
4. **TREATMENT LOCATIONS.**
- A. Services shall be provided at the following campuses within the Santa Barbara and Lompoc Unified School Districts, or as otherwise approved in writing by County:
 1. Santa Barbara:
 - a. Adams Elementary School;
 - b. Franklin Elementary School;
 - c. La Cumbre Junior High School;
 - d. Cleveland Elementary School
 - e. Santa Barbara Community Academy
 - f. McKinley Elementary School

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- g. Monroe Elementary School
- h. Washington Elementary School
- 2. Lompoc:
 - a. Clarence Ruth Elementary School;
 - b. Fillmore Elementary School;
 - c. Hapgood Elementary School;
 - d. La Cañada Elementary School;
 - e. La Honda Elementary School;
 - f. Miguelito Elementary School;
 - g. Buena Vista Elementary School
 - h. Los Berros Elementary School
 - i. Manzanita Public Charter School
- B. START Teams shall be located at each campus in the Carpinteria Unified School District (CUSD).
- 5. **CLIENTS/PROGRAM CAPACITY.**
 - A. Contractor shall provide school based mental health services to any client who requests services so long as they are enrolled at one of the designated schools.
 - B. Services may also be provided to clients' family members.
 - C. Contractor shall offer consultation, support and information directly to school personnel, including teachers and administrative personnel.
 - D. Contractor shall provide the services described in Section 3 to an average caseload of 135 clients; the START Teams shall provide services to an average caseload of 40 clients.
- 6. **ADMISSION CRITERIA.**
 - A. School Based Counseling. Although Contractor may provide Program services to any client enrolled at the designated schools, County shall only reimburse Contractor for school based mental health services provided to clients who:
 - 1. Are Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, CCR Chapter 11;AND
 - 2. Have an open case file (episode) entered by Contractor into County's MIS system.
 - B. Carpinteria START. For the Carpinteria START program, County will reimburse Contractor for clients who have an open case file (episode) entered by Contractor into County's MIS system, but are not Medi-Cal beneficiaries, up to the amount specified in Exhibit B-1. Although Contractor may provide Program services to any client enrolled at the designated schools, County shall only reimburse Contractor for school based mental

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health services provided to clients who have a diagnosis of serious emotional disturbance (SED) and/or Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, CCR Chapter 11.

7. **REFERRALS.**

- A. Referrals to Contractor's school based office can be made by teachers and/or school administrators and staff. Students may request services without referral from school personnel.
- B. Client Documentation. Contractor shall maintain the following client documentation within its files (hard copy or electronic):
 - 1. A client face sheet.
 - 2. A copy of the most recent medication record and health questionnaire.
 - 3. A copy of the currently valid Client service plan indicating the goals for client enrollment in the Program and identifying the Contractor as a service provider.
 - 4. Client's Medi-Cal Eligibility Database Sheet (MEDS) file printout, as applicable.
 - 5. Other documents as reasonably requested by County.

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

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

9. **STAFFING REQUIREMENTS.** Contractor shall provide direct service staff, as follows:

A. School Based Mental Health Services.

- 1. Contractor shall provide a total of 5.3 FTE Counselors who shall be Qualified Mental Health Workers (QMHW) or licensed/waivered/registered mental health professionals as described in Title 9, CCR 1810.223 and 1810.254. QMHWs are individuals who hold a college degree in a field related to mental health, including child development, child psychology, counseling and guidance, 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 fulltime experience; iii) No experience is required for staff with a Master's or Doctoral degree. Counselors shall be assigned between the Lompoc and Santa Barbara area.

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2. Contractor shall employ 0.6 FTE supervisory staff which includes a Program Supervisor. Supervisory staff shall be licensed/waivered/registered mental health professionals as described in Title 9, CCR 1810.223 and 1810.254. In addition, Contractor shall employ 0.1 FTE Program Assistant.
- A. START.
 1. Contractor, in partnership with the Council on Alcoholism and Drug Abuse (CADA), shall provide staff for the START Teams. Contractor shall provide a total of 2.3 FTE Counselors who shall be QMHWs as described above or licensed/waivered/registered mental health professionals as described in Title 9, CCR 1810.223 and 1810.254.
 2. Contractor shall employ 0.3 FTE supervisory staff which include a Program Coordinator and Program Manager. Supervisory staff shall be licensed/waivered/registered mental health professionals as described in Title 9, CCR 1810.223 and 1810.254.
 3. Teams shall provide services at each campus in the CUSD.
10. **DOCUMENTATION REQUIREMENTS.** Client service plan. Contractor shall complete a client service plan for each client receiving Program services for whom Contractor is reimbursed by County within thirty (30) days of enrollment into the Program. For clients who have an active ADMHS Client service plan, Contractor shall follow the requirements of the Client service plan. The client service plan shall provide overall direction for the collaborative work of the client, the Program, and the ADMHS Treatment Team, as applicable. The client service plan shall include:
 - A. Client's recovery goals or recovery vision, which guides the service delivery process;
 - B. Objectives describing the skills and behaviors that the client will be able to learn as a result of the Program's behavioral interventions;
 - C. Interventions planned to help the client reach their goals.
11. **ADDITIONAL PROGRAM REQUIREMENTS FOR MHSA-FUNDED PROGRAMS:** Contractor shall adhere to the following principals:
 - A. Cultural Competence. Adopting behaviors, attitudes and policies that enable providers to work effectively in cross-cultural situations.
 - B. Client and Family Driven System of Care. Clients and families of clients identify needs and preferences that result in the most effective services and support.
 - C. Community Collaboration. Individuals, families, agencies, and businesses work together for a shared vision.
 - D. Integrated Service Experiences. Services for clients and families are "seamless," limiting the need for negotiating with multiple agencies and funding sources.
 - E. Focus on Wellness. Includes recovery and resilience: people diagnosed with a mental illness are able to live, work, learn and participate fully in their communities.

ATTACHMENT A

SANTA BARBARA COUNTY MENTAL HEALTH PLAN, QUALITY MANAGEMENT STANDARDS

(applicable to programs described in Exhibit A-3 through A-5)

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

1. Assessment

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

2. Plan of Care

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

ATTACHMENT A

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

ATTACHMENT A

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

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

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

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

ATTACHMENT A

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

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

Attachment D

ORGANIZATIONAL SERVICE PROVIDER SITE CERTIFICATION

COMPLIANCE REQUIREMENTS

1. In order to obtain site certification as a Medi-Cal provider, Contractor must be able to demonstrate compliance with the following requirements:
 - A. Contractor is currently, and for the duration of this Agreement shall remain, licensed in accordance with all local, State, and Federal licensure requirements as a provider of its kind.
 - B. The space owned, leased, or operated by the Contractor and used for services or staff meets all local fire codes. Contractor shall provide a copy of fire clearance to Quality Assurance/Utilization Management.
 - C. The physical plant of the site owned, occupied, or leased by the Contractor and used for services or staff is clean, sanitary, and in good repair.
 - D. Contractor establishes and implements maintenance policies for the site owned, occupied, or leased by the Contractor and used for services or staff, to ensure the safety and well-being of clients and staff.
 - E. Contractor has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, and procedures for reporting unusual occurrences relating to health and safety issues.
 - F. The Contractor maintains client records in a manner that meets the requirements of the County pursuant to the latest edition of the California State Mental Health Plan, and applicable state and federal standards.
 - G. Contractor has staffing adequate to allow the County to claim federal financial participation for the services the Contractor delivers to 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:
 1. All drugs obtained by prescription are labeled in compliance with Federal and State laws. Prescription labels may be altered only by authorized personnel.
 2. Drugs intended for external use only or food stuffs are stored separately from drugs for internal use.
 3. All drugs are stored at proper temperatures. Room temperature drugs should be stored at 59 – 86 degrees Fahrenheit, and refrigerated drugs must be stored at 36 – 46 degrees Fahrenheit.

Attachment D

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

ATTACHMENT E

Program Goals, Outcomes, and Measures

PROGRAM EVALUATION for Big Brothers Big Sisters: Contractor shall work with County SPP Evaluation Consultant to evaluate the outcomes of the services described in Exhibit A-1, Section 4. Contractor shall collect and report the following measurement indicators for outcomes linked to assigned SPP goals, objectives and strategies. Contractor shall report on an ongoing basis to County all evaluation, pre/post test and survey results summaries, including:

Strategy	Measure	Outcomes by June 30, 2017
<ul style="list-style-type: none"> ✓ Implement parent pledges asking parents to not provide alcohol to minors in their home. ✓ Conduct outreach education and discourage adult tolerance of underage drinking. 	<ul style="list-style-type: none"> ➤ Number of parent pledges. ➤ Number of membership packets distributed. ➤ California Healthy Kids Survey responses. ➤ Number of materials distributed. ➤ Number of presentations on AOD. ➤ Number of community events participated in. ➤ Number of materials developed or purchased. ➤ California Healthy Kids Survey responses 	<ul style="list-style-type: none"> ○ The number of youth reporting drinking in the past 30 days will decrease from 24% to 19%. ○ Decrease the number of youth reporting “it’s alright to allow teens to drink in a home environment” from 16% to 14% as measured by the California Healthy Kids survey.
<ul style="list-style-type: none"> ✓ Provide youth-based programs that connect Latino youth with caring adult role models and mentors that will increase their external and internal assets to be resilient to alcohol. 	<ul style="list-style-type: none"> ➤ Number of mentors participating in program. ➤ Number of trainings provided. ➤ Number of mentees participating in program. ➤ Number of external and internal assets. 	<ul style="list-style-type: none"> ○ Increase the number of youth reporting “because of this program my understanding that people don’t have to drink to have fun is better” from 67% to 75%. ○ Youth responses to internal assets will improve each school year based on the internal asset scale with a baseline measure at Fall 2013 and based on 18 items.
<ul style="list-style-type: none"> ✓ Provide presentations that support youth participation in leadership programs that address AOD problems in their local community. 	<ul style="list-style-type: none"> ➤ Number of presentations conducted in the community 	<ul style="list-style-type: none"> ○ Increase internal assets by 2017 from Fall survey baseline (2013).

ATTACHMENT E
Program Goals, Outcomes, and Measures

Strategy	Measure	Outcomes by June 30, 2017
✓ Work with community to educate them on the risks and harms associated with underage drinking, including providing brochures, community forums, educational presentations, radio, newspaper, and television spots, and social media.	<ul style="list-style-type: none"> ➤ Number of written materials distributed. ➤ Number of media outlets. ➤ Number of written newspaper articles. ➤ Number of social media postings. 	<ul style="list-style-type: none"> ○ Increase by 5% the number of youth responding “Agree” or “Strongly Agree” to the statement, “Drinking can harm your health.”
✓ Educational Outreach to parents and youth on the awareness of marijuana.	<ul style="list-style-type: none"> ➤ Number of community presentations. ➤ Number of forums or Teen Speak-Outs about the potency, harms, risks, and consequences of marijuana use. 	<ul style="list-style-type: none"> ○ Increase the number of youth reporting zero days of using marijuana in the last 30 days by 10% from baseline. ○ Decrease the number of parents reporting, “In my community, parents allow their teenage children to use marijuana in their homes” from 23% to 19%.
✓ Educational Outreach to parents and youth on awareness of prescription drug abuse.	<ul style="list-style-type: none"> ➤ Number of community presentations. ➤ Number of forums or Speak Outs about the potency, harms, risks, and consequences of prescription drug abuse. 	<ul style="list-style-type: none"> ○ Increase the number of youth reporting zero days of prescription drug abuse in the last 30 days by 10% from baseline.

SCHOOL-BASED COUNSELING SERVICES OUTCOME MEASURES		
Program Goal	Outcome	Measure
✓ Reduce or eliminate AOD use among students at school.	<ul style="list-style-type: none"> ➤ 50% of substance abusing students will decrease or eliminate drug use. 	<ul style="list-style-type: none"> ○ Number of students enrolled in school-based counseling. ○ Number of students decreasing or eliminating drug use.
✓ Delay and prevent AOD use among students at school.	<ul style="list-style-type: none"> ➤ 100% of students or family members will be able to identify the negative consequences of substance abuse. 	<ul style="list-style-type: none"> ○ Number of students who abstain from first use of any AOD substance. ○ Number of family members who decrease or eliminate substance use.

ATTACHMENT E

Program Goals, Outcomes, and Measures

Children's Program Evaluation		
Program Goals	Outcomes	Measure/Data Elements
❖ Provide 24/7 mental health and substance abuse services for children and their families in order to prevent out-of-home and out-of-county placements	<ul style="list-style-type: none"> ✓ Maintain children in their homes or community ✓ Return children placed out-of-home and out-of-county to the most appropriate, safe and stable living environment 	<ul style="list-style-type: none"> ➤ Number of out-of-home placements (county and out-of-county) ➤ Number of children returned to placement (home or out-of-home) in Santa Barbara County
❖ Assist children in their mental health recovery process and with developing the skills necessary to lead healthy and productive lives	<ul style="list-style-type: none"> ✓ Improve quality of life for children ✓ Engagement in and/or maintenance of mental health treatment activities ✓ Reduced number of days in juvenile hall/jail/bookings ✓ Reduced number of crisis and acute care episodes ✓ Reduced number of hospitalization days per episode ✓ Increased number of days in stable/permanent housing ✓ Increased skill and success in vocational and educational activities 	<ul style="list-style-type: none"> ➤ Number of clients employed, enrolled in school or training, or volunteering ➤ Hospital admissions; length of hospital stay; reduction in hospitalization costs ➤ Number of incarceration days ➤ Number of clients with 100% of days in stable/permanent housing

Exhibit B

This EXHIBIT B includes the following:

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

EXHIBIT B FINANCIAL PROVISIONS - ADP

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

(applicable to Programs described in Exhibits A-1 and A-2)

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

I. PAYMENT FOR SERVICES.

- A. Performance of Services. Contractor shall be compensated on a cost reimbursement basis, subject to the limitations described herein, for provision of the Units of Service (UOS) established in the Exhibit B-1-ADP based on satisfactory performance of the Alcohol and Drug Program services described in the Exhibit A(s).
- B. Limitations on Use of Funds Received Pursuant to this Agreement. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A to this Agreement. Expenses shall comply with the requirements established in OMB A-87, A-122, and all other applicable regulations. Violation of this provision or use of County funds for purposes other than those described in the Exhibit A(s) shall constitute a material breach of this Agreement.

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed \$1,001,622, inclusive of **\$103,830** in Alcohol and Drug Program funding, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-ADP. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

- III. **OPERATING BUDGET.** Prior to the Effective Date of this Agreement, Contractor shall provide County with an Operating Budget on a format acceptable to, or provided by County, attached to this Agreement as Exhibit B-2.

IV. REALLOCATION OF PROGRAM FUNDING.

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

V. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

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

EXHIBIT B FINANCIAL PROVISIONS - ADP

accounts and methods for pursuing such accounts.

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

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

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

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

EXHIBIT B FINANCIAL PROVISIONS - ADP

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

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

VI. COST REPORT

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

EXHIBIT B
FINANCIAL PROVISIONS - ADP

- D. Audited Financial Reports: Each year of the Agreement, the Contractor shall submit to County a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by Contractor.
- E. Single Audit Report: If Contractor is required to perform a single audit and/or program specific audit, per the requirements of OMB circular A-133, Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt.

VII. PRE-AUDIT COST REPORT SETTLEMENTS.

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

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

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

EXHIBIT B
FINANCIAL PROVISIONS - ADP

However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County.

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

EXHIBIT B FINANCIAL PROVISIONS - MH

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

(applicable to programs described in Exhibit A-3 through A-5)

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

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed \$1,001,622, inclusive of **\$897,792** in Mental Health funding, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1 – MH. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

III. OPERATING BUDGET AND PROVISIONAL RATE

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

EXHIBIT B

FINANCIAL PROVISIONS - MH

- B. Provisional Rate. County agrees to reimburse Contractor at a Provisional Rate (the "Provisional Rate") during the term of this Agreement. The Provisional Rate shall be established by using the cost per unit from the Contractor's most recently filed cost report or average cost per unit based on the latest available data from the prior Fiscal Year, as set forth in Exhibit B-1. Quarterly, or at any time during the term of this Agreement, Director shall have the option to adjust the Provisional Rate to a rate based on allowable costs less all applicable revenues and the volume of services provided in prior quarters.

IV. ACCOUNTING FOR REVENUES

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

V. REALLOCATION OF PROGRAM FUNDING

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

VI. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS

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

EXHIBIT B FINANCIAL PROVISIONS - MH

admhsfinancecbo@co.santa-barbara.ca.us

Santa Barbara County Alcohol, Drug, and Mental Health Services

ATTN: Accounts Payable

429 North San Antonio Road

Santa Barbara, CA 93110 –1316

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

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

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

- B. Monthly Financial Statements. Within 15 calendar days of the end of the month in which services are delivered, Contractor shall submit monthly financial statements reflecting the 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).
- C. Withholding of Payment for Non-submission of MIS and Other Information. If any required MIS data, invoice, financial statement or report is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Director or designee. Director or designee shall review such submitted service data within sixty (60) calendar days of receipt.
- D. Withholding of Payment for Unsatisfactory Clinical Documentation. Director or designee shall have the option to deny payment for services when documentation of clinical services does not meet minimum Federal, State and County written standards.

EXHIBIT B
FINANCIAL PROVISIONS - MH

E. Claims Submission Restrictions.

1. 12-Month Billing Limit. Unless otherwise determined by State or federal regulations (e.g. Medi-Medi cross-over), all original (or initial) claims for eligible individual persons under this Agreement must be received by County within 12 months from the month of service to avoid denial for late billing.
2. No Payment for Services Provided Following Expiration/ Termination of Agreement. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

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

VII.COST REPORT

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

EXHIBIT B FINANCIAL PROVISIONS - MH

2. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred and fifth (105th) day after the due date set in Section VII.A or the expiration or termination date of this Agreement, then all amounts paid by County to Contractor in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding shall be repaid by Contractor to County. Further, County shall terminate any current contracts entered into with Contractor for programs covered by the outstanding Annual Cost Reports.
- D. Audited Financial Reports: Each year of the Agreement, the Contractor shall submit to County a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by Contractor.
- E. Single Audit Report: If Contractor is required to perform a single audit and/or program specific audit, per the requirements of OMB circular A-133, Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt.

VIII. PRE-AUDIT COST REPORT SETTLEMENTS.

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

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

- A. Audit by Responsible Auditing Party. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and federal law including but not limited to WIC Sections 14170 et. seq., authorized representatives from the County,

EXHIBIT B
FINANCIAL PROVISIONS - MH

State or Federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the mental health services/activities provided under this Agreement.

- B. Settlement. Settlement of the audit findings will be conducted according to the Responsible Auditing Party's procedures in place. In the case of a State Medi-Cal audit, the State and County will perform a post-audit Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County.
- C. Invoice for Amounts Due. County shall issue an invoice to Contractor for any amount due to the County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice.
- D. Appeal. Contractor may appeal any such audit findings in accordance with the audit appeal process established by the Responsible Auditing Party performing the audit.

EXHIBIT B-1 ADP

EXHIBIT B-1			
ALCOHOL, DRUG AND MENTAL HEALTH SERVICES			
SCHEDULE OF RATES AND CONTRACT MAXIMUM			
CONTRACTOR NAME:	Family Service Agency	FISCAL YEAR:	2014-15
	PROGRAM		
	School Based Counseling	Big Brothers Big Sisters	Total
DESCRIPTION/MODE/SERVICE FUNCTION:	NUMBER OF UNITS PROJECTED (based on history):		
13 - Education		\$90,200	\$90,200
18 - Early Intervention	\$13,630		\$13,630
UNIT REIMBURSEMENT	Cost Reimbursed	Cost Reimbursed	
COST PER UNIT/PROVISIONAL RATE:			
18 - Early Intervention	As Budgeted		
18 - Early Intervention (Mentoring)	As Budgeted		
GROSS COST:	\$ 13,630	\$ 90,200	\$103,830
LESS REVENUES COLLECTED BY			
CLIENT FEES			\$0
CLIENT INSURANCE			\$0
CONTRIBUTIONS/GRANTS			\$0
FOUNDATIONS/TRUSTS			\$0
SPECIAL EVENTS			\$0
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$0
MAXIMUM (NET) CONTRACT AMOUNT:	\$ 13,630	\$ 90,200	\$ 103,830
SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT*			
Realignment/SAPT - Adolescent Treatment	\$13,630	\$56,370	\$70,000
Realignment/SAPT - Primary Prevention		\$33,830	\$33,830
TOTAL (SOURCES OF FUNDING)	\$ 13,630	\$ 90,200	\$103,830
CONTRACTOR SIGNATURE:			
STAFF ANALYST SIGNATURE:			
FISCAL SERVICES SIGNATURE:			
*Funding sources are estimated at the time of contract execution and may be reallocated at ADMHS' discretion based on available funding sources			

EXHIBIT B-1 MH

EXHIBIT B-1 ALCOHOL, DRUG AND MENTAL HEALTH SERVICES SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME:

Family Service Agency

2014-2015

	PROGRAM				TOTAL
	Intensive In-Home Lompoc†	Managed Care Santa Barbara & Lompoc (FFS)	School Based Counseling Countywide†	Carpinteria START	
DESCRIPTION/MODE/SERVICE FUNCTION:	NUMBER OF UNITS PROJECTED (based on history):				
Outpatient - Placement/Brokerage (15/01-09)	16,739	429	963	265	18,396
Outpatient Mental Health Services (15/10-59)	192,711	81,197	155,898	58,455	488,261
Crisis Intervention (15/ 70-79)	258	-	71	917	1,246
SERVICE TYPE: M/C, NON M/C	M/C	M/C	M/C	M/C, MHSA	
UNIT REIMBURSEMENT	minute	minute	minute	minute	
COST PER UNIT/ PROVISIONAL RATE:					
Outpatient - Placement/Brokerage (15/01-09)	\$1.38				
Outpatient Mental Health Services (15/10-59)	\$1.78				
Outpatient - Crisis Intervention (15/70-79)	\$2.65				
GROSS COST:	\$ 366,809	\$ 145,123	\$ 279,015	\$ 116,845	\$907,792
LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)					
PATIENT FEES					\$0
PATIENT INSURANCE					\$0
CONTRIBUTIONS					\$0
FOUNDATIONS/TRUSTS					\$0
SPECIAL EVENTS					\$0
OTHER (LIST): SCHOOL DISTRICT FUNDING				\$ 10,000	\$10,000
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ -	\$ 10,000	\$10,000
MAXIMUM CONTRACT AMOUNT:	\$ 366,809	\$ 145,123	\$ 279,015	\$ 106,845	\$ 897,792
SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT*					
MEDI-CAL/FFP**	\$ 174,234	\$ 68,933	\$ 132,532	\$ 25,500	\$ 401,199
OTHER FEDERAL FUNDS					\$ -
REALIGNMENT FUNDS	\$ 192,575	\$ 76,190			\$ 268,765
STATE GENERAL FUNDS					\$ -
COUNTY FUNDS					\$ -
MHSA MEDI-CAL MATCH			\$ 132,532	\$ 25,500	\$ 158,032
MHSA***			\$ 13,951	\$ 55,845	\$ 69,796
TOTAL (SOURCES OF FUNDING)	\$ 366,809	\$ 145,123	\$ 279,015	\$ 106,845	\$ 897,792

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

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

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

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

***MHSA Funding may be offset by additional Medi-Cal funding.

Exh B-1 MH

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EXHIBIT B-2

Santa Barbara County Alcohol, Drug and Mental Health Services Contract Budget Packet Entity Budget By Program										
AGENCY NAME:		Family Service Agency								
COUNTY FISCAL YEAR:		FY2014-2015								
Gray Shaded cells contain formulas, do not overwrite										
LINE #	COLUMN #	1	2	3	4	5	6	7	8	9
	I. REVENUE SOURCES:		FY 13-14 TOTAL AGENCY / ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Intensive In-Home (Lompoc)	Managed Care (SB & Lompoc)	School Based Counseling (Countywide)	Carpinteria Start (Carp)	ADP Big Brothers, Big Sisters	ADP School Based Counseling
1	Contributions		\$ 329,500	\$ -						
2	Foundations/Trusts		728,000	\$ -						
3	Special Events (net)		50,000	\$ -						
4	Legacies/Bequest Cash Transfer		108,936	\$ -						
5	Associated Organizations			\$ -						
6	Membership Dues			\$ -						
7	Sales of Materials			\$ -						
8	Investment Income			\$ -						
9	Miscellaneous Revenue			\$ -						
10	ADMHS/ADP Funding		984,018	\$ 1,001,622	\$ 366,809	\$ 145,123	\$ 279,015	\$ 106,845	\$ 90,200	\$ 13,630
11	Other Government Funding		545,450	\$ -						
12	Private Contracts		98,844	\$ -						
13	School Districts		787,251	\$ 10,000				\$ 10,000		
14	Other (specify)			\$ -						
15	Other (specify)			\$ -						
16	Other (specify)			\$ -						
17	Other (specify)			\$ -						
18	Total Other Revenue (Sum of lines 1 through 17)		\$ 3,631,999	\$ 1,011,622	\$ 366,809	\$ 145,123	\$ 279,015	\$ 116,845	\$ 90,200	\$ 13,630
I.B Client and Third Party Revenues:										
19	Medicare			-						
20	Client Fees		\$ 15,772	-						
21	Insurance			-						
22	SSI			-						
23	Other (specify)			-						
24	Total Client and Third Party Revenues (Sum of lines 19 through 23)		15,772	-	-	-	-	-	-	-
25	GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 24)		3,647,771	1,011,622	366,809	145,123	279,015	116,845	90,200	13,630

EXHIBIT B-2

	III. DIRECT COSTS	FY13-14 TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Intensive In-Home (Lompoc)	Managed Care (SB & Lompoc)	School Based Counseling (Countywide)	Carpenteria Start (Carp)	ADP Big Brothers, Big Sisters	ADP School Based Counseling	
	III.A. Salaries and Benefits Object Level									
26	Salaries (Complete Staffing Schedule)	2,520,815	\$ 621,117	\$ 230,754	\$ 94,227	\$ 177,004	\$ 74,013	\$ 37,354	\$ 7,766	
27	Employee Benefits	380,273	\$ 96,273	35,767	14,605	27,436	11,472	5,790	1,204	
28	Consultants		\$ -							
29	Payroll Taxes	250,065	\$ 60,248	22,383	9,140	17,169	7,179	3,623	753	
30	Salaries and Benefits Subtotal	\$ 3,151,153	\$ 777,638	\$ 288,904	\$ 117,972	\$ 221,609	\$ 92,664	\$ 46,767	\$ 9,723	
	III.B Services and Supplies Object Level									
31	Professional Fees - Consults	235,880	\$ 31,248	\$ 8,928	\$ 2,976	\$ 10,416	\$ 4,464	\$ 2,976	\$ 1,488	
32	Supplies	54,598	\$ 12,009	1,600	496	1,997	669	7,197	50	
33	Telephone/Internet	29,318	\$ 5,237	2,500	150	400	500	1,596	91	
34	Postage & Shipping	6,484	\$ -							
35	Occupancy - Facility Lease/Rent/Costs	86,119	\$ 43,824	12,700	4,400	6,500	1,700	18,024	500	
36	Rental/Maintenance Equipment	7,200	\$ -							
37	Printing/Publications	14,435	\$ -							
38	Transportation - Travel/Mileage	34,356	\$ 7,332	3,832	200	1,000	1,300	1,000		
39	Conferences, Meetings, Etc	1,250	\$ -							
40	Insurance	28,000	\$ -							
41	Trainings	5,675	\$ 1,200	500		500	200			
42	Outreach	5,890	\$ 1,183			200	108	875		
43	Bank Charges	5,000	\$ -							
44	Other (specify)		\$ -							
45	Services and Supplies Subtotal	\$ 514,205	\$ 102,033	\$ 30,060	\$ 8,222	\$ 21,013	\$ 8,941	\$ 31,668	\$ 2,129	
46	III.C. Client Expense Object Level Total		\$ -							
47	SUBTOTAL DIRECT COSTS	\$ 3,665,358	\$ 879,671	\$ 318,964	\$ 126,194	\$ 242,622	\$ 101,605	\$ 78,435	\$ 11,852	
	IV. INDIRECT COSTS									
48	Administrative Indirect Costs (Reimbursement limited to 15%)		\$ 131,951	\$ 47,845	\$ 18,929	\$ 36,393	\$ 15,241	\$ 11,765	\$ 1,778	
49	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 3,665,358	\$ 1,011,622	\$ 366,809	\$ 145,123	\$ 279,015	\$ 116,845	\$ 90,200	\$ 13,630	

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.