

**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 Council on Alcoholism and Drug Abuse, having its principal place of business at Santa Barbara, California (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE:** Assistant Director – Administration (telephone 805.681.5220) is the representative of County and will administer this Agreement for and on behalf of County. Penny Jenkins (telephone number 8055646057) is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Whenever it shall become necessary for either party to serve notice on the other respecting the Agreement, such notice shall be in writing and shall be served by Registered or Certified Mail, Return Receipt Requested, addressed as follows:
 - A. To County:

Director
Santa Barbara County
Alcohol, Drug, and Mental Health Services
300 N. San Antonio Road
Santa Barbara, CA 93110

 - To Contractor:

Penny Jenkins, Executive Director
Council on Alcoholism and Drug Abuse
PO Box 28
Santa Barbara, CA 93102

 - B. Any such notice so mailed shall be deemed to have been served upon and received by the addressee five (5) days after deposit in the mail. Either party shall have the right to change the place or person to whom notice is to be sent by giving written notice to the other party of the change.

3. **SCOPE OF SERVICES.** Contractor agrees to provide services to County in accordance with Exhibit A attached hereto and incorporated herein by reference.

4. **TERM.** Contractor shall commence performance by **7/1/2009** and complete performance by **6/30/2010**, unless this Agreement is otherwise terminated at an earlier date pursuant to Section 17.

5. **COMPENSATION OF CONTRACTOR.** Contractor shall be paid for performance under this Agreement in accordance with the terms of Exhibit B, attached hereto and incorporated herein by reference. Contractor shall bill County by invoice, which

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shall include the Contract number assigned by County. Contractor shall direct the invoice to County's "Accounts Payable Department" at the address specified under Section 2 NOTICES, after completing the increments identified in Exhibit B.

6. **INDEPENDENT CONTRACTOR.** Contractor shall perform all of its services under this Agreement as an Independent Contractor and not as an employee of County. 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 insurance, and protection of tenure.
7. **STANDARD OF PERFORMANCE.** Contractor represents that it has the skills, expertise, and licenses and/or 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 manner which will conform to high standards of quality 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. Contractor shall obtain and maintain all permits and/or licenses required for performance under this Agreement without additional compensation, at Contractor's own expense.
8. **NON-DISCRIMINATION.** County hereby notifies Contractor that Santa Barbara County's Unlawful Discrimination Ordinance (Santa Barbara County Code, Chapter 2, Article XIII) applies to this Agreement and is incorporated herein by reference with the same force and effect as if the ordinance were specifically set out herein. Contractor hereby agrees to comply with said ordinance.
9. **CONFLICT OF INTEREST.** Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, 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.
10. **RESPONSIBILITIES OF COUNTY.** County shall provide all information reasonably necessary to allow Contractor to perform the services contemplated by this Agreement.
11. **OWNERSHIP OF DOCUMENTS.** Upon production, County shall be the owner of the following items incidental to this Agreement, whether or not completed: all data collected and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Agreement is completed or terminated prior to completion. 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

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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.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of County. 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.

12. **RECORDS, AUDIT, AND REVIEW.** Contractor shall keep those business records or documents created pursuant to this Agreement that would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records in a manner consistent with applicable Federal and State laws. All account records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records, either at any time during Contractor's regular business hours, or upon reasonable notice to Contractor. Contractor agrees to retain such records and documents for a period of not less than three (3) years, following the termination of this Agreement.
13. **COMPLIANCE WITH HIPAA.** Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. Contractor is considered a Business Associate per the HIPAA regulations and shall adhere to the County Business Associate Agreement, which is attached and included by reference and marked as Exhibit BAA. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.
14. **INDEMNIFICATION AND INSURANCE.** Contractor shall agree to defend, indemnify and hold harmless the County and to procure and maintain insurance in accordance with the provisions of Exhibit C attached hereto and incorporated herein by reference.
15. **TAXES.** 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 reimburse County within one (1) week for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and Workers' Compensation insurance.
16. **DISPUTE RESOLUTION.** Any dispute or disagreement arising out of this Agreement shall first be addressed and resolved at the lowest possible staff level

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between the appropriate representatives of the Contractor and of the County. If the dispute or disagreement cannot be resolved at this level, it is to be elevated to the Contractor's Program Manager and County's relevant Program Manager. If the Managers cannot resolve the dispute, they are to take the following actions:

- A. Decision – Each party shall reduce the dispute to writing and submit to the appropriate ADMHS Assistant Director. The Assistant Director shall assemble a team to investigate the dispute and to prepare a written decision. This decision shall be furnished to the Contractor within thirty (30) days of receipt of the dispute documentation. This decision shall be final unless appealed within ten (10) days of receipt.
- B. Appeal – The Contractor may appeal the decision to the Santa Barbara County Alcohol, Drug, and Mental Health Services Director or designee. The decision shall be put in writing within twenty (20) days and a copy thereof mailed to the Contractor's address for notices. The decision shall be final.
- C. Continued Performance - Pending final decision of the dispute hereunder, Contractor shall proceed diligently with the performance of this Agreement.
- D. Dispute Resolution - The finality of appeal described herein is meant to imply only that recourse to resolution of disputes through this particular dispute resolution mechanism has been concluded. This is in no way meant to imply that the parties have agreed that this mechanism replaces either party's rights to have its disputes with the other party heard and adjudicated in a court of competent jurisdiction.

17. TERMINATION.

- A. **BY COUNTY.** County, by written notice to Contractor, may terminate this Agreement in whole or in part at any time, whether for County convenience or because of the failure of Contractor to fulfill the obligations herein. Upon termination, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process.

- 1. **FOR CONVENIENCE.** County may terminate this Agreement upon thirty (30) days written notice. Following such notice of termination, Contractor shall notify County of the status of its performance and cease work at the conclusion of the thirty (30) day notice period.

Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for 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 maximum budgeted amount for this Agreement as set forth in Exhibit B, or paid 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

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the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final.

2. **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 this Agreement by written notice which shall be effective upon receipt by Contractor.

B. **BY CONTRACTOR.** Contractor may, upon thirty (30) days written notice to County, terminate this Agreement in whole or in part at any time, whether for Contractor's convenience or because of the failure of County to fulfill the obligations herein. Following such termination, Contractor shall promptly cease work and notify County as to the status of its performance.

18. **ENTIRE AGREEMENT, AMENDMENTS, AND MODIFICATIONS.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties. 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 amended or modified only by the written mutual consent of the parties hereto. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the director of Alcohol, Drug & Mental Health Services. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications. Each party waives its 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.

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

20. **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 parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

21. **ASSIGNMENT.** Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of County. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

22. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other remedy or remedies, and each and

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every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder, now or hereafter existing at law or in equity or otherwise.

23. **NO WAIVER OF DEFAULT.** No delay or omission of the parties 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 the parties shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of either party.
24. **CALIFORNIA LAW.** 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.
25. **COMPLIANCE WITH LAW.** Contractor shall, at his 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 be 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.
26. **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.
27. **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. 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.
28. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts. Each counterpart 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.
29. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement, and each covenant and term is a condition herein.
30. **AUTHORITY.** All 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 have complied with all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or

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conditions of any other Agreement or Agreement to which Contractor is obligated, which breach would have a material effect hereon.

31. **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.
32. **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.
33. **PRIOR AGREEMENTS.** Upon execution, this Agreement supersedes all prior Mental Health Services agreements between County and Contractor.
34. **COURT APPEARANCES.** Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials, including Contractor's staff that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue Subpoenas for the required witnesses upon request of Contractor.
35. **NONAPPROPRIATION OF FUNDS.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will notify Contractor of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term.

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THIS AGREEMENT INCLUDES:

- A. EXHIBIT A, A-1, A-2, A-3, A-4, A-5 – Statement of Work
- B. EXHIBIT B - Payment Arrangements
- C. EXHIBIT B-1 – Schedule of Fees
- D. EXHIBIT B-2 – Contractor Budget
- E. EXHIBIT B-3 – Sliding Fee Scale
- F. EXHIBIT C – Standard Indemnification and Insurance Provisions
- G. EXHIBIT BAA – HIPAA Business Associate Agreement
- H. EXHIBIT E – Program Goals, Outcomes and Measures

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Agreement for Services of Independent Contractor between the County of Santa Barbara and Council on Alcoholism and Drug Abuse.

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

COUNTY OF SANTA BARBARA

By: _____
JOSEPH CENTENO
CHAIR, BOARD OF SUPERVISORS
Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy
Date: _____

By: _____
Tax Id No 95-1878858.
Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

By _____
Deputy County Counsel
Date: _____

By _____
Deputy
Date: _____

APPROVED AS TO FORM :
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
ANN DETRICK, PH.D.
DIRECTOR

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By _____
Director
Date: _____

By: _____
Date: _____

Exhibit A
Statement of Work

The following terms shall apply to all programs operated under this contract, included as Exhibits A-1 through A-5.

1. STAFF.

- A. **TRAINING.** Contractor shall provide training to each Program staff member, within thirty (30) days of the date of hire regarding applicable programs, including the County MIS system, Drug Medi-Cal, SACPA, and Drug Court.
- i. For Prevention programs:
- a. 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 thirty (30) days of the date of hire.
- b. Contractor shall ensure that program staff have the capacity to implement and evaluate Strategic Prevention Plan (SPP) objectives by participating in the following activities:
1. 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.
 2. Contractor shall attend relevant conferences and training related to Alcohol and Drug Prevention, youth leadership and development, environmental strategies, and best practices.
 3. 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 is terminated from working on this Contract.
- D. At any time prior to or during the term of this Contract, the County may require that Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. 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

Exhibit A
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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 Contract for good cause during the term of the Contract.
- 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 whose background 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 Contract.

2. 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, and/or State Alcohol and Drug Program certification if SACPA 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) Contracts Division.
- B. In the event license/certification status of a staff member cannot be confirmed, the staff member shall be prohibited from providing services under this contract.
- C. If Contractor is a participant in the Drug Medi-Cal program, Contractor shall keep fully informed of all current State ADP Bulletins and Letters, including, but not limited to, procedures for maintaining Drug Medi-Cal certification of all its facilities.

3. REPORTS.

- A. **TREATMENT PROGRAMS.** In accepting funds for treatment services, Contractor agrees to submit the following by the 10th of the month following the date of service:
 - i) Monthly Treatment Services Report on forms supplied by County;

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- ii) Electronic Drug & Alcohol Treatment Access Report (DATAR) for each treatment site, per 45 CFR Section 96.126.

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

- i) Weekly 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;
- ii) Semi-annual progress report narrative entered into CalOMS Pv;
- iii) Semi-annual program outcomes data;
- iv) Contractor shall enter on a weekly basis all service delivery data documenting all activities conducted in support of SPP objectives into CalOMS Pv according to budgeted CSAP strategy;
- v) Contractor shall enter semi-annual narrative progress reports into the Evaluation Module of CalOMS Pv 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 Protocol on Prevention Program Progress and Outcomes Reporting;
- vi) 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, into the Evaluation Module of CalOMS Pv, as detailed in the Protocol on Prevention Program Progress and Outcomes Reporting.

C. SERVICE LEVEL REPORTS. Contractor shall use the County MIS system to track required data elements. These data elements include: units of service and/or face to face contacts (for all Drug Medi-Cal, Outpatient Drug Free, and Day Care Rehabilitative services), the number of clients admitted to the Program, unique clients served, and the total number of clients discharged and number of clients discharged to a lower/higher level of care. This requirement does not apply to Alcohol and Drug Free Housing, Prevention programs, and Individual contractors. Contractor shall provide summary reports from other Contractor data sources, as requested.

D. FISCAL. Contractor shall submit monthly Expenditure and Revenue Reports and Year-End Projection Reports to County. These reports shall be on a form acceptable to, or provided by, County and shall report actual costs and revenues and anticipated year-end actual costs and revenues for Contractor's program(s) or cost center(s) described in the Services section of this Exhibit A. Such reports shall be received by County no later than twenty (20) calendar days following the end of the month reported.

Exhibit A
Statement of Work

- E. **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, Documented Service Hours (DSH'S) provided by position, caseload 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 twenty (20) calendar days following the end of the month being reported.
- F. **PROGRAMMATIC.** Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than twenty (20) calendar days following the end of the quarter being reported. Programmatic reports shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, number of active cases, number of client's admitted/ discharged, 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. For Perinatal programs, report shall include the number of women and children served, number of pregnant women served, and the number of births. 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.
- G. **PROGRAM EVALUATION, PERFORMANCE AND OUTCOME MEASURES.** Contractor shall work with County to ensure satisfactory data collection and compliance with the Outcomes described in Exhibit E, Program Goals, Outcomes and Measures.
- H. **ADDITIONAL REPORTS.** Contractor shall maintain records and make statistical reports as required by County and the California State Department of Alcohol and Drug Programs 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.
4. **PERFORMANCE.** Contractor shall adhere to the County's ADMHS Model of Care¹, ADMHS Code of Conduct, ADMHS 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 State ADP 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 Manual where applicable.

¹ [ADMHS Model of Care](#)

Exhibit A
Statement of Work

5. BILLING DOCUMENTATION.

A. Contractor shall use County's MIS system to enter claims for all Drug Medi-Cal (DMC) services and all Rehabilitative Ambulatory Intensive Outpatient (Day Care Rehabilitative), Rehabilitative/Ambulatory Outpatient or ODF – Group, and Rehabilitative/Ambulatory ODF – Individual services, as specified in Exhibit B. Contractor shall document progress note in the client's file. All progress notes shall adhere to DMC guidelines. These notes will serve as documentation for billable Drug Medi-Cal units of service. Claims shall be submitted to the County MIS Unit within 72 hours of service delivery.

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

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

7. STANDARDS

A. Contractor shall make its service protocols and outcome measures data available to County and to Drug Medi-Cal site certification reviewers.

B. Contractor shall develop and maintain a written disaster plan for the Program site and shall provide annual disaster training to staff.

8. CONFIDENTIALITY. Contractor agrees to maintain the confidentiality of patient records pursuant to State statutes, Title 42 Code of Federal Regulations (CFR), Part 2, Title 42 United State Code (USC) Section 290 dd-2, 42 USC 1320 (a) and (d) – (d)(8), Welfare & Institutions Code (W&IC) Section 14100.2, 45 CFR Section 96.132(e), 45 CFR Sections 160, 162, and 164, Section 11812, 11845.5, and 123110-123149.5 of the Health and Safety Code (HSC), Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85 of the Civil Code, Title 22 California Code of Regulations (CCR) Section 51009, Section 13 of this Agreement and Exhibit BAA, HIPAA Business Associate Agreement. Patient records must comply with all appropriate State and Federal requirements. Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

9. CLIENT AND FAMILY MEMBER EMPOWERMENT

A. Contractor agrees to support active involvement of clients and their families in treatment, recovery, and policy development.

B. Contractor shall maintain a grievance policy and procedure to address client/family satisfaction complaints.

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10. CULTURAL COMPETENCE.

- A. Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:
 - 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. Contractor shall fill Program service staff positions with staff that reflects the ethnic makeup of South Santa Barbara County. At all times, the Contractor shall be staffed with personnel who are Bilingual (Spanish) and able to communicate in the client preferred language;
- C. Contractor shall maintain Bilingual capacity and provide staff with regular training on cultural competency, sensitivity and the cultures within the community;

11. NOTIFICATION REQUIREMENTS

- A. Contractor shall notify County immediately 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). "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the event. Contractor shall train all personnel in the use of the ADMHS Compliance Hotline.
- B. Contractor shall immediately notify the Designated ADP staff 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 notify the Designated ADP staff, 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 behavioral symptom that may compromise the appropriateness of the placement.

- 12. **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

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review, client survey, and other program monitoring practices. Contractor will cooperate with these programs, and will furnish necessary assessment and treatment plan information, subject to Federal or State confidentiality laws, and provisions of this agreement.

13. **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.
14. **ADDITIONAL PROGRAM REQUIREMENTS**
 - A. Contractor shall provide services in coordination and collaboration with ADMHS, including Mental Health Services, Probation, other County departments, and other community based organizations, as applicable.
 - B. Contractor shall provide a safe, clean and sober environment for recovery.
 - C. Contractor shall require clients to attend Twelve Step or other self-help support groups and activities.
 - D. Contractor shall provide *Seeking Safety* or other trauma-informed services where indicated.
 - E. Contractor shall stay informed on, and implement, Matrix or other current best practice curriculum in providing treatment services.
 - F. Contractor shall utilize motivational interviewing techniques, as defined by Treatment Improvement Protocol ([TIP](#)) [35: Enhancing Motivation for Change in Substance Use Disorder Treatment](#) (SAMHSA) in providing counseling services.
 - G. Contractor shall require each client to be screened for Tuberculosis prior to admission. Contractor shall admit client only after receiving confirmation of a negative test result.
 - H. Contractor shall refer pregnant clients to Perinatal specialized services, as clinically indicated.
15. Contractor shall adhere to all applicable State, Federal, and County requirements, with technical assistance from ADMHS.
16. 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.
17. Contractor shall attend ADMHS ADP Provider meetings regularly to receive information and support in addressing treatment concerns.

Exhibit A-1
Statement of Work
Project Recovery

1. **PROGRAM SUMMARY:** The Project Recovery Program (hereafter, “the Program”) provides outpatient alcohol and other drug (AOD) treatment to adult and adolescent clients to assist clients to obtain and maintain sobriety. Treatment services will include best practice individual and group counseling, and drug testing. The Program also provides Day Care Rehabilitative (DCR) services to perinatal clients. The DCR program will provide perinatal substance abuse services to pregnant and postpartum women including individual and group counseling, case management, child care and transportation. The Program shall be licensed as a Non-residential Outpatient Program. The Program will be located at 133 E. Haley St., Santa Barbara, California.

2. **PROGRAM GOALS.**
 - A. Introduce participants to an ongoing process of recovery designed to achieve total abstinence from abuse of AOD;
 - B. Promote self-sufficiency and empower substance abusers to become productive and responsible members of the community;
 - C. Reduce recidivism and increase community safety;
 - D. For SACPA and SATC clients, reduce costs associated with criminal case processing and re-arrest.
 - E. For Perinatal clients, 100% of babies born to women in the Program shall be drug free.

3. **DEFINITIONS.**
 - A. **Drug Medi-Cal (DMC):** DMC benefits are optional Medi-Cal benefits as described in the California State Plan for Medicaid. DMC services provide medically necessary alcohol and other drug treatment to California’s Medi-Cal eligible population. The services include Outpatient Drug-Free Treatment, Narcotic Treatment Program, and Naltrexone Treatment. In addition, Day Care Rehabilitative Treatment and Residential Treatment are available to pregnant and postpartum women who are full-scope Medi-Cal beneficiaries.

 - B. **SACPA:** The Substance Abuse Crime Prevention Act of 2000 (SACPA), also known as Prop 36, provides funding to support substance abuse treatment in lieu of incarceration to non-violent criminal drug offenders, and to provide treatment in community-based organizations. Contractor will provide SACPA Treatment Services to Court-ordered adults. Services include individual and group counseling, community referrals for ancillary services, and drug testing according to SACPA Standards and Practices.

 - C. **SATC:** Substance Abuse Treatment Court (SATC) facilitates recovery of individuals within the criminal justice system by offering alternatives to traditional

Exhibit A-1
Statement of Work
Project Recovery

criminal processing for individuals with charges related to substance abuse. SATC provides a comprehensive and judicially monitored program of drug treatment and rehabilitation services. Services include individual and group counseling, community referrals for ancillary services, and drug testing according to SATC Standards and Practices.

D. **CalWORKs:** CalWORKs is a program that provides cash aid and services to eligible needy California families, with the goal of transitioning them into the workforce. Through the CalWORKs program, funds are provided for alcohol and drug treatment for CalWORKs clients in order to help them obtain and retain employment. Services are provided through the County's network of contractors. Treatment needs are identified in the client's Welfare-to-Work Plan.

4. **SERVICES.** Contractor shall provide the following:

A. **Outpatient Drug Free (ODF)** is treatment/recovery or rehabilitation services provided where the client does not reside in a treatment facility. Clients receive drug abuse or alcoholism treatment services with or without medication, including counseling and/or supportive services. ODF is also known as nonresidential services [Federal Definition].

i. **ODF – Group** [Service Code 33] Group counseling means face-to-face contacts in which one or more counselors treat four (4) or more clients, up to a total of ten (10) clients, at the same time, focusing on the needs of the individuals served, in a 90 minute session.

ii. **For DMC clients, and all ODF-Group services and DCR services:** Contractor shall ensure that each client receives a minimum of two group counseling sessions (minimum 90 minutes per group session) per thirty (30) day period depending on the client's needs and treatment plan or be subject to discharge, as specified in 22 CCR Section 51341.1(d). Group counseling sessions shall focus on short-term personal, family, job/school, and other problems and their relationship to substance abuse or a return to substance abuse. Services shall be provided by appointment. At least one of the clients in the group session must be DMC eligible to claim DMC reimbursement for the group session.

iii. **ODF – Individual** [Service Code 34] Individual counseling is face-to-face contact between a client and a therapist or counselor in a 50 minute session. Individual counseling is limited to intake, evaluation, assessment and diagnosis, treatment and discharge planning, collateral services, and crisis intervention, subject to the limitations described in Title 22 CCR Section 51341.1.

B. Contractor shall refer clients to ancillary services and provide referral to vocational, literacy, education, and family counseling where applicable and appropriate.

Exhibit A-1
Statement of Work
Project Recovery

C. Contractor shall provide drug testing as described in the ADMHS Drug Testing Policy and Procedures, and SACPA/SATC requirements, as applicable.

D. For SACPA and SATC:

- i. Contractor shall provide SACPA or SATC Treatment Services to Court-ordered adults, per SACPA/SATC guidelines.
- ii. Contractor shall participate in a quarterly graduate activity in collaboration with the Court and other treatment contractors, sharing in the cost of the celebratory activities.
- iii. Contractor shall attend Court Staffing meetings in the region served by Contractor.
- iv. Contractor shall abide by the Therapeutic Justice Policy Council Treatment Court Guidelines & Procedures as set forth by the Policy Council.
- v. Contractor shall attend SACPA/SATC Core Team and Policy Council meetings and work with County to develop recommendations, guidelines, and procedures for adult treatment services.

E. For Perinatal clients only, Contractor shall provide:

- i. **Rehabilitative Ambulatory Intensive Outpatient (Day Care Rehabilitative (DCR))** [Service Code 30] DCR services are those that last three or more hours but less than 24 hours, per day, for three or more days per week. This service definition includes day care habilitative programs which provide counseling and rehabilitation services to individuals with substance abuse impairments. DCR clients participate according to a minimum attendance schedule and have regularly assigned treatment activities.
- ii. **DMC Perinatal DCR.** DMC reimbursement for DCR services shall be available only for services provided to pregnant and postpartum beneficiaries or beneficiaries under the age of 21 who are targeted for Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Services. Within the DCR program, only pregnant and postpartum women are eligible to receive DMC services through the perinatal certified program. The postpartum period is defined as a sixty (60) day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met, as defined in 22 CCR Section 50260 and 50262.3(a). Eligibility shall end on the last day of the calendar month in which the 60th day occurs. As an example, a woman gives birth on August 11th. Her eligibility as a pregnant and postpartum woman ends on October 31st. Parenting women who are Medi-Cal eligible are still eligible for regular DMC services (non-Perinatal State General funds) and non-DMC perinatal programs. Contractor shall ensure that at the end of the sixty day postpartum period,

Exhibit A-1
Statement of Work
Project Recovery

as defined by Title 22, women will continue in clinically indicated Treatment modalities, such as ODF Group and Individual Treatment.

- iii. Perinatal programs empower women to achieve and maintain clean and sober living, deliver healthy infants, strengthen family units, and lead productive lives. Services are designed to be gender- specific and culturally relevant, and are based on individual needs and demographics.
- iv. Contractor shall provide perinatal substance abuse/use services to pregnant and postpartum women and their children. Contractor shall provide Day Care Rehabilitative treatment model in which women receive treatment a minimum of three hours per day, three days per week. Per 22 CCR Section 51341.1:
 1. Contractor shall provide services that address treatment and recovery issues specific to pregnant and postpartum women, such as relationships, sexual and physical abuse, and development of parenting skills;
 2. Contractor shall provide mother/child habilitative and rehabilitative services (i.e., development of parenting skills, training in child development, which may include the provision of cooperative child care pursuant to Health and Safety Code Section 1596.792);
 3. Contractor shall ensure service access (i.e., provision of or arrangement for transportation to and from medically necessary treatment). Transportation and childcare shall be reimbursed only with non-DMC funds, as specified in Exhibit B-1;
 4. Contractor shall provide education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant; and
 5. Contractor shall provide coordination of ancillary services (i.e., assistance in accessing and completing dental services, social services, community services, educational/vocational training and other services which are medically necessary to prevent risk to fetus or infant).
5. **CLIENTS.** Contractor shall provide services as described in Section 4 to 573 adult clients, referred by sources described in Section 6.A. Clients receiving DCR services may live independently, semi-independently, or in a supervised residential facility which does not provide this service.
 - A. Contractor shall admit clients with co-occurring disorders where appropriate.
 - B. Contractor shall provide services as described in Section 4 to adult drug program clients with co-occurring disorders residing at the Hotel de Riviera.

Exhibit A-1
Statement of Work
Project Recovery

6. REFERRALS.

A. Contractor shall receive referrals from Parole, Probation, Courts, CalWORKs staff, other County agencies, other outpatient contractors, and self-referrals.

- i. Contractor shall receive referral via phone, written referral, or walk in.
- ii. Referrals (other than self-referrals) shall be accompanied by written documentation.

B. If services are mandated by the court, client will contact Contractor within 24 hours of referral (except weekends or holidays). Contractor shall contact the referral source within 72 hours with a verification of enrollment.

7. ADMISSION PROCESS.

A. Contractor shall interview client to determine client's appropriateness for the Program.

B. Admission criteria will be determined by the referral source and/or eligibility for a funding stream.

C. Contractor shall admit clients referred by sources described in Section 6A unless the client meets one or more conditions specified in Section 8, or if space is not available in the Program.

D. **Admission Packet.** At Contractor's intake meeting with client, Contractor shall complete an admission packet with the following information:

- 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.
- iv. Personal/ demographic information of client, as described in State of California Standards for Drug Treatment Programs, including:
 1. Social, economic and family background;
 2. Education;
 3. Vocational achievements;
 4. Criminal history, legal status;
 5. Medical history;
 6. Drug history;

Exhibit A-1
Statement of Work
Project Recovery

7. Previous treatment.

v. Emergency contact information for client.

E. Contractor shall notify referral source if client is not accepted into the Program, based on Section 8, within one business day of receiving the initial referral.

F. Contractor shall complete and send a Verification of Enrollment form to the referral source upon acceptance of client into Program, no later than 72 hours after admission.

G. Should space not be available in the Program, Contractor shall place client on a waiting list, and refer client to interim services.

8. **EXCLUSION CRITERIA.** On a case-by-case basis, the following may be cause for client exclusion from the program:

A. Client threat of or actual violence toward staff or other clients;

B. Rude or disruptive behavior that cannot be redirected.

9. **DOCUMENTATION REQUIREMENTS.**

A. Contractor shall enter all CalOMS treatment data and all other client data required by County into the County's MIS system no later than seven (7) days after client entry into Program. Contractor shall complete an annual update of the CalOMS treatment data on the anniversary of client's admission to the Program (for clients in the same treatment service for one year or more), and when the client is discharged from the treatment service. No later than thirty (30) days after client entry into Program, Contractor shall complete:

i. Addiction Severity Index (ASI). Contractor shall administer and score ASI. Results of the ASI shall be utilized for treatment and discharge planning. For SATC and SACPA funded clients, Contractor shall report the results of the ASI and recommendations to the court;

ii. Treatment Plan. The Treatment Plan must include a statement of the problems to be addressed, the goals to be achieved for each problem, the action steps to be taken, and the target dates that these goals are to be achieved. The Plan shall describe the services to be provided (type and frequency of counseling), the diagnosis (DSM IV), and the assignment of a primary counselor. The Plan shall be consistent with the results of the client's ASI. The Treatment Plan is considered complete and effective on the date of the counselor's signature. Contractor shall periodically review and update the Treatment Plan every ninety (90) days.

Exhibit A-1
Statement of Work
Project Recovery

10. DISCHARGES.

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

Exhibit A-2
Statement of Work

Daniel Bryant Youth and Family Treatment Center

1. **PROGRAM SUMMARY:** The Daniel Bryant Youth and Family Treatment Center Program (hereafter, “the Program”) provides outpatient alcohol and other drug (AOD) treatment to adolescent clients to assist clients to obtain and maintain sobriety. Treatment services will include best practice individual and group counseling and drug testing that is age appropriate. Adolescent treatment will address youth-specific developmental issues, provide comprehensive and integrated services, involve families, and allow youth to remain in the most appropriate, but least restrictive setting, so they can be served within their families, classroom and community. The Program shall be certified to provide Outpatient Alcohol and/or Other Drug Services. The Program will be located at 25 West Anapamu Street, Santa Barbara, California.

2. **PROGRAM GOALS.**
 - A. Introduce participants to an ongoing process of recovery designed to achieve total abstinence from abuse of AOD;
 - B. Promote self-sufficiency and empower substance abusers to become productive and responsible members of the community;
 - C. Reduce recidivism and increase community safety;
 - D. For SATC clients, reduce costs associated with criminal case processing and re-arrest.

3. **DEFINITIONS.**
 - A. **Drug Medi-Cal (DMC):** DMC benefits are optional Medi-Cal benefits as described in the California State Plan for Medicaid. DMC services provide medically necessary alcohol and other drug treatment to California’s Medi-Cal eligible population. The services include Outpatient Drug-Free Treatment, Narcotic Treatment Program, and Naltrexone Treatment. In addition, Day Care Rehabilitative Treatment and Residential Treatment are available to pregnant and postpartum women who are full-scope Medi-Cal beneficiaries.
 - B. **Minor Consent DMC:** Minor Consent is a State funded program which excludes parental income and resources from consideration as a condition of Medi-Cal eligibility for certain, limited services to youth under the age of 21 who are living with their parent(s) or guardian(s), as specified in Family Code Section 6929. State law and regulations prohibit Contractor from contacting the parent(s)/guardian(s) of the youth who is applying for Minor Consent services. If the minor is twelve (12) years of age or older, he/she is eligible for substance abuse services, primarily outpatient drug free counseling services, under Minor Consent DMC. To obtain Minor Consent DMC, the client must apply for benefits through the Department of Social Services.
 - C. **SATC:** Substance Abuse Treatment Court (SATC) facilitates recovery of individuals within the criminal justice system by offering alternatives to traditional criminal processing for individuals with charges related to substance abuse.

Exhibit A-2
Statement of Work

Daniel Bryant Youth and Family Treatment Center

SATC provides a comprehensive and judicially monitored program of drug treatment and rehabilitation services. Services include individual and group counseling, community referrals for ancillary services, and drug testing according to SATC Standards and Practices.

4. **SERVICES.** Contractor shall provide:

A. **Outpatient Drug Free (ODF)** is treatment/recovery or rehabilitation services provided where the client does not reside in a treatment facility. Clients receive drug abuse or alcoholism treatment services with or without medication, including counseling and/or supportive services. ODF is also known as nonresidential services [Federal Definition].

i. **ODF – Group** [Service Code 33] Group counseling means face-to-face contacts in which one or more counselors treat four or more clients, up to a total of ten (10) clients, at the same time, focusing on the needs of the individuals served, in a 90 minute session.

ii. **For DMC clients, and all ODF-Group services:** Contractor shall ensure that each client receives two group counseling sessions (minimum 90 minutes per group session) per thirty (30) day period depending on the client's needs and treatment plan or be subject to discharge, as specified in 22 CCR Section 51341.1(d). Group counseling sessions shall focus on short-term personal, family, job/school, and other problems and their relationship to substance abuse or a return to substance abuse. Services shall be provided by appointment. At least one of the clients in the group session must be DMC eligible to claim DMC reimbursement for the group session.

iii. **ODF – Individual** [Service Code 34] Individual counseling is face-to-face contact between a client and a therapist or counselor in a 50 minute session. Individual counseling is limited to intake, evaluation, assessment and diagnosis, treatment and discharge planning, collateral services, and crisis intervention, subject to the limitations described in Title 22 CCR Section 51341.1.

B. **Case Management Services.** For Youth and Family clients only, limited staff time used to facilitate access to and coordination with complementary services identified in client treatment plans. These services could include advocacy and liaison with other community-based organizations as well as government agencies and may address issues such as education, vocational training, juvenile justice, mental health, child welfare, medical and dental care, independent living or transitional living, and housing. Drug Medi-Cal funding shall not be used to reimburse case management services.

C. Contractor shall refer clients to ancillary services and provide referral to vocational, literacy, education, and family counseling where applicable and appropriate.

Exhibit A-2
Statement of Work

Daniel Bryant Youth and Family Treatment Center

D. Contractor shall provide drug testing as described in the ADMHS Drug Testing Policy and Procedures, and SACPA/SATC requirements, as applicable.

E. For SATC:

- i. Contractor shall provide SATC Treatment Services to Court-ordered clients, per SATC guidelines.
- ii. Contractor shall participate in a quarterly graduate activity in collaboration with the Court and other treatment contractors, sharing in the cost of the celebratory activities.
- iii. Contractor shall attend Court Staffing meetings in the region served by Contractor.
- iv. Contractor shall abide by the Therapeutic Justice Policy Council Treatment Court Guidelines & Procedures as set forth by the Policy Council.
- v. Contractor shall attend SATC Core Team and Policy Council meetings and work with County to develop recommendations, guidelines, and procedures for adult treatment services.

F. Contractor shall provide ODF Youth and Family Treatment:

- i. Contractor shall provide family engagement activities and services which initiate and encourage family participation in treatment, such as groups to provide an introduction and orientation to the treatment program.
- ii. Contractor shall provide family education activities and services which educate families about relevant topics such as substance abuse, treatment, recovery, and relapse prevention.
- iii. Contractor shall provide parenting education activities and services that foster effective parenting, with an emphasis on positive parenting, communication between parents and their children, setting clear and appropriate behavioral expectations and logical consequences, awareness of social issues that confront children and how parents can help, and other topics which increase parent effectiveness and family functioning.
- iv. Contractor shall provide family counseling services to families or other significant persons in a client's life which focus on the client's treatment needs in terms of supporting the client's treatment goals. Family counseling services must address specific needs and goals in the client's treatment plan. Services may include assisting the client in developing an appropriate support system to reinforce behavioral gains made during treatment, providing ongoing support to prevent relapse, or improving family dynamics in order to reduce "triggers" related to the client's substance use.

Exhibit A-2
Statement of Work

Daniel Bryant Youth and Family Treatment Center

1. No more than two family sessions may occur during any one month, and one Collateral treatment planning session with the family is a monthly prerequisite for these services.

2. Family counseling which addresses needs and behaviors within a particular family, including family dynamics, family communications patterns, inter-generational family patterns, the beliefs or behaviors of family members, mental health diagnoses and treatment, and similar issues are outside the scope of practice for Alcohol and Other Drug (AOD) counselors and may only be provided by a licensed mental health professional, or a registered intern or psychological assistant receiving clinical supervision for the services.

- v. Contractor shall provide celebratory activities, recognizing clients for their achievements in the recovery process through special activities in the facility or outings to events in the community. **A maximum of 2 sessions per calendar month may be billed at the ODF - individual rate for such activities.**

- vi. Contractor shall carry out specific and scheduled outreach activities designed to increase local community awareness of treatment services.

5. **CLIENTS.** Contractor shall provide services as described in Section 4 to 245 clients referred by sources described in Section 6.A.
 - A. Contractor shall admit clients with co-occurring disorders where appropriate.
 - B. Contractor shall admit clients taking non-psychoactive medications.

6. **REFERRALS.**
 - A. Contractor shall receive referrals from Parole, Probation, Courts, CalWORKs staff, other County agencies, other outpatient contractors, and self-referrals.
 - i. Contractor shall receive referral via phone, written referral, or walk in.
 - ii. Referrals (other than self-referrals) shall be accompanied by written documentation.

 - B. If services are mandated by the court, client will contact Contractor within 24 hours of referral (except weekends or holidays). Contractor shall contact the referral source within 72 hours with a verification of enrollment.

Exhibit A-2
Statement of Work

Daniel Bryant Youth and Family Treatment Center

7. **ADMISSION PROCESS.**

A. Contractor shall interview client to determine client's appropriateness for the Program.

B. Contractor shall admit clients referred by sources described in Section 6.A unless the client meets one or more conditions specified in Section 8, or if space is not available in the Program.

C. **Admission Packet.** 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;

iv. Personal/ demographic information of client, as described in State of California Standards for Drug Treatment Programs, 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 treatment.

v. Emergency contact information for client;

D. Contractor shall notify referral source if client is not accepted into the Program, based on Section 8, within one business day of receiving the initial referral.

E. Contractor shall complete and send a Verification of Enrollment form to the referral source upon acceptance of client into Program, no later than 72 hours after admission.

F. Should space not be available in the Program, Contractor shall place client on a waiting list, and refer client to interim services.

8. **EXCLUSION CRITERIA:** On a case-by-case basis, the following may be cause for client exclusion from the program:

Exhibit A-2
Statement of Work

Daniel Bryant Youth and Family Treatment Center

- A. Client threat of or actual violence toward staff or other clients;
- B. Rude or disruptive behavior that cannot be redirected.

9. DOCUMENTATION REQUIREMENTS.

- A. Contractor shall enter all CalOMS treatment data and all other client data required by County into the County's MIS system no later than seven (7) days after client entry into Program. Contractor shall complete an annual update of the CalOMS treatment data on the anniversary of client's admission to the Program (for clients in the same treatment service for one year or more), and when the client is discharged from the treatment service.
- B. No later than thirty (30) days after client entry into Program, Contractor shall complete:
 - i. Addiction Severity Index (ASI). Contractor shall administer and score. Results of the ASI shall be utilized for treatment and discharge planning. For SATC and SACPA funded clients, Contractor shall report the results of the ASI and recommendations to the court;
 - ii. Treatment Plan. The Treatment Plan must include a statement of the problems to be addressed, the goals to be achieved for each problem, the action steps to be taken, and the target dates that these goals are to be achieved. The Plan shall describe the services to be provided (type and frequency of counseling), the diagnosis (DSM IV), and the assignment of a primary counselor. The Plan shall be consistent with the results of the client's ASI. The Treatment Plan is considered complete and effective on the date of the counselor's signature. Contractor shall periodically review and update the Treatment Plan every ninety (90) days.

10. DISCHARGES.

- A. Contractor shall develop a Discharge Plan for clients prior to discharge, in coordination with the referral source and client, as detailed in the California Standards for Drug Treatment Programs. The Discharge Plan shall include:
 - i. Recommendations for post-discharge;
 - ii. Linkages to other services, if appropriate;
 - iii. Reason for discharge;
 - iv. Clinical discharge summary.
- B. Contractor shall give client one copy of the Discharge Plan, and place one copy in the client's file.

Exhibit A-2
Statement of Work

Daniel Bryant Youth and Family Treatment Center

- C. Contractor shall document discharge information in CalOMS via the County MIS system no later than thirty (30) days following discharge.
- D. Any client that does not receive any service within a 30 day period shall be discharged, as of the date of last services, per CalOMS guidelines. The date of discharge shall be the last face to face contact.

Exhibit A-3
Statement of Work
Residential Detoxification

1. **PROGRAM SUMMARY:** The Project Recovery Residential Detoxification Program (hereafter, “the Program”) provides social model monitored residential detoxification services to help clients safely withdraw from AODs. Residential detoxification services provide a safe, sober and supportive living environment for acute withdrawal, stabilizing clients to achieve abstinence from AODs, and then linking them with clinically indicated treatment services once the client is discharged from detoxification. The Program is a 12 bed facility and shall be licensed to provide Residential Alcohol and/or Other Drug Services and Detoxification services. The Program will be located at 816 Cacique Street, Santa Barbara, California.

2. **PROGRAM GOALS.**
 - A. Provide an environment that ensures clients achieve a safe and supportive withdrawal from alcohol and/or other drugs.

 - B. Assist clients to address acute withdrawal symptoms and achieve abstinence from alcohol and/or drugs, as a first step toward recovery from chemical dependency.

 - C. Introduce participants to an ongoing process of recovery designed to achieve total abstinence from abuse of AOD;

 - D. Reduce recidivism and increase community safety.

 - E. For SACPA and SATC clients, reduce costs associated with criminal case processing and re-arrest.

3. **DEFINITIONS.**
 - A. **SACPA:** The Substance Abuse Crime Prevention Act of 2000 (SACPA), also known as Prop 36, provides funding to support substance abuse treatment in lieu of incarceration to non-violent criminal drug offenders, and to provide treatment in community-based organizations. Contractor will provide SACPA Treatment Services to Court-ordered adults. Services include individual and group counseling, community referrals for ancillary services, and drug testing according to SACPA Standards and Practices.

 - B. **CalWORKs:** CalWORKs is a program that provides cash aid and services to eligible needy California families, with the goal of transitioning them into the workforce. Through the CalWORKs program, funds are provided for alcohol and drug treatment for CalWORKs clients in order to help them obtain and retain employment. Services are provided through the County’s network of contractors. Treatment needs are identified in the client’s Welfare-to-Work Plan.

4. **SERVICES.**
 - A. Contractor shall provide detoxification services to assist clients during the process in which alcohol and/or other drugs are metabolized in the body to

Exhibit A-3
Statement of Work
Residential Detoxification

eliminate their toxic physiological and psychological effects as described in the State of California Certification Standards.

- B. Contractor shall provide residential detoxification services for substance abusing clients designed to provide a safe withdrawal from the drug(s) of dependence and enable the client to become drug free.
 - C. Monitored residential detoxification services are appropriate for clients assessed by Contractor as not requiring medication for the management of withdrawal, but require this level of service to complete detoxification and enter into continued treatment or self-help recovery because of inadequate home supervision or support structure. This level is characterized by its emphasis on peer and social support (State ADP Certification Standard 16015(c)).
 - D. Contractor shall closely observe each client at least every 30 minutes during the first 12 hours following admission. Contractor shall ensure that Contractor's staff or volunteers shall check each client for breathing by a face-to-face observation at least every 30 minutes. Contractor shall closely observe client every 30 minutes beyond the initial 12-hour period for as long as the withdrawal signs and symptoms warrant.
 - E. Contractor shall document all client observations, including information that supports a decrease in observation, in the client's file (State ADP Certification Standard 16020).
 - F. Contractor shall assign at least one staff member to the observation of detoxification clients at all times.
 - G. In a program with fifteen (15) or fewer residents who are receiving detoxification services, there shall be at least one staff member on duty and awake at all times with a current cardiopulmonary resuscitation (CPR) certificate and current first aid training.
 - H. Contractor shall provide individual, group counseling and detoxification services as described in ADMHS Detox Treatment Guidelines.
 - I. Contractor shall provide drug testing as described in the ADMHS Drug Testing Policy and Procedures, at minimum, at admission and discharge.
 - J. Contractor shall provide transportation to other community resources, such as Alcoholic Anonymous and Narcotics Anonymous.
 - K. Contractor shall provide appropriate storage for client medication.
5. **CLIENTS.** Contractor shall provide services as described in Section 4 to 312 clients, aged 18 and over, referred by sources described in Section 7.A, including court ordered clients. Contractor shall admit clients with co-occurring disorders as appropriate.

Exhibit A-3
Statement of Work
Residential Detoxification

6. LENGTH OF STAY.

- A. Contractor shall provide detoxification services for a maximum length of stay of 14 days, depending on assessment. Any length of stay over 14 days must be clinically indicated and pre-approved by ADMHS in writing.
- B. For CalWORKs clients, CalWORKs Treatment Authorizations will be for up to 14 days. In the event Contractor recommends a length of stay beyond 14 days, any length of stay beyond 14 days the CalWORKs Treatment Authorization will be reviewed by County to determine any necessary treatment reauthorization. Any length of stay over 14 days must be clinically indicated and pre-approved by ADMHS in writing.

7. REFERRALS.

- A. Contractor shall receive referrals from Parole, Probation, Courts, CalWORKs staff, other County agencies, other outpatient contractors, and self-referrals.
 - i. Contractor shall receive referral via phone, written referral, or walk in.
 - ii. Referrals (other than self-referrals) shall be accompanied by written documentation.
- B. If services are mandated by the court, client will contact Contractor within twenty-four (24) hours of referral (except weekends or holidays). Contractor shall contact the referral source within seventy-two (72) hours with a verification of enrollment.

8. ADMISSION PROCESS.

- A. Contractor shall interview client to determine client's appropriateness for the Program.
- B. Admission criteria will be determined by referral source, and/or eligibility for payor source.
- C. Contractor shall admit clients referred by sources described in Section 7.A. unless the client meets one or more conditions specified in Section 9, or if space is not available in the Program.
- D. Contractor shall prioritize the admission of clients discharged from ADMHS' Psychiatric Health Facility and the CARES sites in North and South County with a secondary co-occurring mental illness condition.
- E. At Contractor's intake meeting with client, no later than twenty-four (24) hours of client entry into Program, 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;

Exhibit A-3
Statement of Work
Residential Detoxification

- iii. Financial assessment and contract for fees;
 - iv. Personal/ demographic information of client, as described in State of California Standards for Drug Treatment Programs, 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 treatment.
 - v. Emergency contact information for client;
- F. Contractor shall notify referral source if client is not accepted into the Program, based on Section 9, within one business day of receiving the initial referral.
- G. Contractor shall complete and send a Verification of Enrollment form to the referral source upon acceptance of client into Program, no later than 72 hours after admission.
- H. 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:
- A. Client threat of or actual violence toward staff or other clients;
 - B. Rude or disruptive behavior that cannot be redirected;
 - C. Medical detoxification is indicated.

Exhibit A-3
Statement of Work
Residential Detoxification

10. DOCUMENTATION REQUIREMENTS.

- A. Contractor shall enter all CalOMS treatment data and all other client data required by County into the County's MIS system no later than seven (7) days after client entry into Program. Contractor shall complete an annual update of CalOMS treatment data on the anniversary of client's admission to the Program (for clients in the same treatment service for one year or more), and when the client is discharged from the treatment service.
- B. No later than five days after admission into program, Contractor shall complete a 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. Contractor shall ensure that client is transitioned from detox into an indicated level of Treatment.

11. DISCHARGES.

- A. Contractor shall develop a Discharge Plan for clients prior to discharge, in coordination with the referral source and client, as detailed in the California Standards for Drug Treatment Programs. The Discharge Plan shall include:
 - i. Recommendations for post-discharge;
 - ii. Linkages to other services, if appropriate;
 - iii. Reason for discharge;
 - iv. Clinical discharge summary.
- B. Contractor shall refer clients to ongoing services, including referrals to local mental health services for those clients appearing to present with a primary co-occurring mental health condition.
- C. Contractor shall develop a referral plan and aftercare recovery plan appropriate to each client for post-detoxification referral to community support services, prior to discharge.
- D. Contractor shall give client one copy of the Discharge Plan, and place one copy in the client's file.
- E. Contractor shall document discharge information in CalOMS via the County MIS system no later than thirty (30) days following discharge.
- F. Any client that does not receive any service within a 30 day period shall be discharged, as of the date of last services, per CalOMS guidelines. The date of discharge shall be the last face to face contact.

Exhibit A-4
Statement of Work
Friday Night Live/ Club Live

1. **PROGRAM SUMMARY:** The Friday Night Live and Club Live program (hereafter, the Program) is an alcohol and other drug prevention program that utilizes a leadership model designed for junior and senior high school youth in Santa Barbara. The Program maintains school based Friday Night Live/Club Live (FNL/CL) chapters which are designed to build leadership skills, promote positive peer influence, provide opportunities for community service, and prevent alcohol and drug use among youth. The Program will implement an environmental approach to addressing underage youth access to alcohol, including changing social norms that tolerate underage drinking, adopting policies to limit youth access, and increasing enforcement of laws and policies that govern access, advertising and consumption of alcohol.

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 identified in the SPP as follows:
 - A. SPP Goal 1: Reduce alcohol related problems associated with underage youth access to alcohol in the home.

 - B. SPP Goal 2: Reduce alcohol related problems associated with underage youth access to alcohol at schools.

 - C. SPP Goal 3: Increase the capacity of youth to be resilient to alcohol consumption and to effectively address and prevent problems associated with underage drinking.

 - D. SPP Goal 4: Change the social norm of parents, youth and the broader community that tolerates underage drinking.

3. **DEFINITIONS.**
 - A. **Primary Prevention – Universal Prevention:** 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.

Exhibit A-4
Statement of Work
Friday Night Live/ Club Live

- 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 implement the following assigned SPP outcome-based objectives and Universal Prevention strategies.
- A. Reduce the number of parents and/or other caregivers providing alcohol to youth in the home (SPP Objective) using the following strategies:
- i. Develop and implement “parent pledges” asking parents to not provide alcohol to minors in their home. (SPP Strategy) (17-Environmental; Category: Other; Subcategory: Community Development).
 - 1. Contractor shall include parent pledges that ask parents to not provide alcohol to minors in their home, in all FNL/CL membership packets to be sent to students’ homes in the beginning of the 09/10 school year.
 - 2. Contractor shall provide parent pledges to be filled out at all AOD activities where parents are present including Speak Outs, Town Halls, and Educational Forums.
 - 3. Contractor shall develop a parent pledge and post on Contractor’s website where parents can access the pledge.
 - ii. Participate in the establishment of social host liability ordinance and other policy developments. (SPP Strategy) (17 – Environmental; Category: Policies and Regulations; Subcategory: Social Host Ordinance).
 - 1. Contractor shall collaborate with Fighting Back, local coalitions and the County Counsel Department to help develop a County Social Host ordinance.
 - iii. Help develop and produce media messaging and publicity of Social Host Ordinances or other policies to prevent access to alcohol to youth in the home (SPP Strategy) (17-Environmental; Category: Media Strategies; Subcategory: Media Advocacy)
 - 1. Contractor shall develop a thirty to sixty (30-60) second Public Service Announcement (PSA) to publicize the passage of the Social Host Ordinance and the specifics of what the law includes.
 - 2. Contractor shall utilize local television outlets to distribute the PSA to publicize the passage of the Social Host Ordinance.

Exhibit A-4
Statement of Work
Friday Night Live/ Club Live

3. Contractor shall develop a flyer to be included in the FNL/CL membership packet informing parents of passage of the Social Host Ordinance and the laws implications.
 4. Contractor shall write and submit three to five (3-5) Letters to the Editor regarding the Social Host Ordinance and its implications.
- B. Reduce the number of youth who bring alcohol onto school grounds (SPP Objective) using the following strategies:
- i. Provide school staff with information on signs and symptoms of underage drinking as well as the environments and circumstances in which alcohol is being consumed on campus (SPP Strategy) (12-Informational Dissemination; Category – Materials Development).
 1. Contractor shall train and work with FNL/CL youth to research, create and deliver two (2) presentations to school officials on recognizing the signs and symptoms of underage drinking as well as the environments and circumstances of underage drinking.
 2. Contractor shall provide information materials to school personnel on underage drinking.
 - ii. Work with school officials to change policies and strengthen enforcement to reduce underage drinking on campus. (SPP Strategy) (17-Environmental; Category- Policies and Regulation; Subcategory-School Policies k-12 or college)
 1. Contractor shall collaborate with school law enforcement to gather on-campus alcohol use statistics and evaluate these outcomes.
 2. Contractor shall participate in the Secondary School Task Force meetings and provide relevant AOD prevention information pertaining to the establishment and enforcement of school policies to prohibit alcohol consumption on school campuses.
- C. Increase students' knowledge of risks and harms of alcohol (SPP Objective) by:
- i. Contractor shall provide opportunities for youth to engage in activities that will teach them about the risks and harms of alcohol.
 - ii. Contractor shall engage all active FNL/CL chapters in campus-wide AOD awareness activities a minimum of twice through each year.
- D. Increase knowledge and practice of healthy and safe anxiety reducing and stress relieving techniques (SPP Objective) by conducting outreach, education and training comparing outcomes of drinking and other more healthy stress relieving techniques. (SPP Strategy) (13 - Education; Category – Community/Volunteer Svc)

Exhibit A-4
Statement of Work
Friday Night Live/ Club Live

1. Contractor shall deliver prevention education to FNL/CL members once a month.
 2. Contractor shall provide a minimum of two sessions per year to each FNL/CL group, comparing drinking to other more healthy stress relieving techniques and alternatives.
- E. Increase opportunities in the community to promote positive youth development of core assets, competencies, and skills that will enable youth to become resilient to alcohol and drug use (SPP Objective) using the following strategies:
- i. Provide youth-based programs that will enable youth to meet their key developmental needs for competency, achievement, self-definition, creative expression, positive social interactions with peers and adults, structure and clear limits, and meaningful participation in creating healthy alcohol and drug free communities (SPP Strategy) (13-Education; Category – Educational Services for Youth Groups).
 1. Contractor shall provide and supervise staff who will be the adult advisor for five to seven (5-7) FNL/CL chapters.
 2. Contractor shall maintain an active FNL/CL membership of 275 unduplicated youth who attend regular, monthly meetings.
 3. Contractor shall have fifteen to twenty (15-20) students in each FNL/CL chapter.
 - ii. Provide youth with caring adult role models and mentors, safe places to learn and grow during non-school hours, marketable skills and opportunities to “accomplish critical developmental tasks that foster cognitive, social emotional and moral competencies and build external resources and internal assets”. (SPP Strategy) (14 – Alternative Activities; Category – Youth/Adult Leadership Activities)
 1. Contractor shall have a leadership team that will meet at least twice a month. Youth will be actively involved in planning and implementing FNL/CL meetings and events, which will build their skills, self-efficacy and resiliency.
- F. Increase youth involvement and participation in creating healthy communities (SPP Objective).
- i. Provide presentations that support youth participation in leadership programs that address AOD problems in their local community. (SPP Strategy) (13 – Education; Category – Classroom Education Services)
 1. Contractor shall provide leadership training on preventing alcohol and other drug use to 80 unduplicated youth. Training will be in partnership with coalitions and other organizations, and will focus on leadership skills,

Exhibit A-4
Statement of Work
Friday Night Live/ Club Live

how to get involved with local coalitions, environmental prevention projects, how to plan and implement projects, and media messages.

2. Contractor shall conduct one (1) training on leadership development in South County for all FNL/CL chapters.
 3. Contractor shall conduct ongoing leadership training activities that build leadership throughout the school year.
- G. Increase the knowledge of community members as to the harms associated with underage drinking (SPP Objective).
- 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 television spots. (SPP Strategy) (13- Education; Category – Any/All)
 1. Contractor shall coordinate and participate in at least one (1) community forum (Speak Out, Town Hall Meeting) annually.
 2. Contractor shall coordinate at least one (1) AOD – related local media campaign annually to change social norms and provide education with underage drinking which will include:
 - a. Coordinating at least one (1) AOD - related youth –led radio spot.
 - b. Directing and engaging youth in writing (an) article/s for Shape of Voice, a youth based newspaper/magazine.
 - c. Working with youth to create at least one television spot focusing on the harms associated with underage drinking.
 3. Contractor shall provide a minimum of five (5) community educational presentations annually on the harms of associated with underage drinking.

5. ADDITIONAL PROGRAM REQUIREMENTS.

- A. Contractor shall partner and collaborate with other County funded Prevention Contractors, including:
- i. Contractor shall collaborate with Partners in Prevention, and other County-funded prevention groups including the Alcohol and Drug Abuse Prevention Teen coalition, Future Leaders of America, University of California Santa Barbara, University of California Berkeley and Isla Vista Teen Center.
 - ii. Contractor shall attend Partners in Prevention quarterly meetings to evaluate progress toward underage drinking outcomes.

Exhibit A-4
Statement of Work
Friday Night Live/ Club Live

- iii. Contractor shall partner with Council on Alcoholism and Drug Abuse and the City of Santa Barbara Youth Council to ensure at least one (1) representative from both FNL and Youth Council participate on the coalition.
- iv. Contractor shall partner with the Santa Barbara Youth Council to implement Youth Speak Outs regarding Youth Access to Alcohol and on local city alcohol and drug initiatives.
- v. Contractor shall work with County and other youth serving partners to help implement and maintain minimum youth development standards.
- vi. Contractor shall work with the Social Host Ordinance (SHO) Planning group to advocate for and assist the SHO Planning Group in developing this ordinance for the City of Santa Barbara and County of Santa Barbara.
 - A. Contractor shall conduct pre and post youth drinking surveys to assess member use and access to alcohol and other drugs.
 - B. Contractor shall work with County to conduct youth development surveys to assess individual benefit of member participation in prevention programs.
 - C. Contractor shall collaborate with other County-funded prevention projects on countywide and statewide prevention initiatives.
- 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 provide County with 30 days advance written notice of training sessions and public/community events that the Contractor plans to sponsor.
 - ii. Contractor shall submit for County review all survey instruments and assessment tools.
 - iii. Contractor shall submit to County all evaluation, pre/post test and survey results summaries.
 - iv. Contractor shall prepare documentation and materials to review in advance of County formal site visits conducted between the months of February and May.
 - v. Contractor shall complete any Corrective Action Plans (CAP) generated by County as a result of formal site visit. CAPs are due within 30 days of receipt.

Exhibit A-5
Statement of Work
CARES Dual Diagnosis Specialist

1. **PROGRAM SUMMARY.** County operates the Crisis and Recovery Emergency Services, also known as CARES, a County program providing crisis intervention and stabilization services; and intake, assessment and referral services for adults experiencing mental health and/or Alcohol and Other Drug (AOD) related conditions. Contractor staff will partner with ADMHS and other agencies to assist clients in crisis and need of immediate services in County the CARES facility. The Program will be located at 2034 De la Vina Street, Santa Barbara, California.

2. **PROGRAM GOALS.**
 - A. Introduce clients to an ongoing process of recovery designed to achieve total abstinence from abuse of AOD;
 - B. Promote self-sufficiency and empower clients with co-occurring disorders to become productive and responsible members of the community;
 - C. Provide crisis intervention, assessment/evaluation and stabilization treatment services for clients with co-occurring disorders. To support clients in achieving stability in areas of life functioning such as self care, social relations, healthy daily activities, and housing.

3. **SERVICES.** Contractor shall provide:
 - A. **Referrals, Screening, and Intake.** Activities involved in the assessment of a client's needs regarding treatment to ensure the most appropriate treatment, including the completion of record-keeping documents. Contractor staff shall perform screening and evaluation for crisis and routine services for clients with co-occurring AOD and mental health issues.
 - B. **Intake Interview.**
 - i. Evaluate client for alcohol, drug and/or mental health problems;
 - ii. Determine client and program needs;
 - iii. Educate clients in recognizing and understanding the nature of their substance use problem;
 - iv. Reduce risk behaviors related to substance use.
 - C. **Contractor shall provide the following services, as defined in Title 9, CCR:**
 - i. **Mental Health Services.** Mental Health Services, including individual or group therapies and interventions, designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Services

Exhibit A-5
Statement of Work
CARES Dual Diagnosis Specialist
provided by Contractor's staff shall focus on clients with dual-diagnosis
mental health and AOD issues.

- ii. **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. Service activities include, but are not limited to: assessment, collateral, rehabilitation, 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.
- iii. **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;
- iv. **Collateral:** Collateral services are delivered to a significant support person(s) in the client's life for the purpose of meeting the needs of the client in terms of achieving the goals of the client's treatment plan. 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 person(s) to assist in better utilization of specialty mental health services by the client, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the support person(s). The client need not be present for this service activity.
- v. **Therapy:** Therapy is a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual and may include family therapy at which the client is present.
- vi. **Case Management:** Services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development.
- vii. **Plan Development:** A service activity that consists of development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress. A client plan is a plan for the provision of specialty mental health services to

Exhibit A-5
Statement of Work
CARES Dual Diagnosis Specialist

an individual beneficiary who meets the medical necessity criteria in Title 9 California Code of Regulations (CCR) Sections 1830.205 or 1830.210.

D. In addition, Contractor shall provide the following, using an integrated services approach:

- i. Emotional support and de-escalation of crisis situations.
- ii. Referral of clients to medication services.
- iii. Individual, family, and group education on alcohol and drug problems, mental disorders, and community resources.
- iv. Individual and group rehabilitative skill building.
- v. Educate clients on skills to manage the symptoms of mental illness and prevent substance abuse relapse.
- vi. Assistance with obtaining entitlements.
- vii. Assistance with obtaining and/or maintaining community housing.
- viii. Planning and implementation of integrated aftercare services, including linkage to natural supports.
- ix. Provide supervision for Contractor's staff based on the clinical needs of the employees, Contractor and County. Contractor and County shall meet to coordinate supervision needs.
- x. Refer clients to ancillary services and provide referral to vocational, literacy, education, and family counseling where applicable and appropriate.
- xi. Contractor's staff shall provide drug testing as described in the ADMHS Drug Testing Policy and Procedures.

4. **STAFFING REQUIREMENTS.** Contractor shall provide 2.0 FTE Dual Diagnosis Specialists within the CARES facility. Staff may be required to work evening and weekend hours.

A. Contractor's staff shall maintain current Cardiopulmonary Resuscitation (CPR) certification.

B. Contractor's staff shall attend County training on the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and Quality Assurance Documentation training.

C. Contractor's staff shall be Qualified Mental Health Workers (QMHW):

- i. A Bachelor's, Master's, or Doctoral degree in a field related to mental health, including child development, child psychology, counseling and guidance,

Exhibit A-5
Statement of Work
CARES Dual Diagnosis Specialist

counseling psychology, early childhood education, human services, social psychology, social science, social welfare, social work, sociology, or another discipline determined by the Director of the Mental Health Plan or designee to have mental health application.

- ii. One of the following combinations of education and experience:
 - 1. Bachelor's degree and the equivalent of four years full-time experience in a mental health setting in the areas of psycho-social functioning, social adjustment, and/or vocational adjustment.
 - 2. Master's degree and the equivalent of two years of such experience.
 - 3. Doctoral degree.

D. Forty percent (40%) of staff hired to work in Program shall be bilingual and bicultural.

5. **DOCUMENTATION REQUIREMENTS.** The following shall be completed for each client:

A. Treatment Plan. The ADMHS Treatment Team shall complete a treatment plan in collaboration with Contractor for each client receiving Program services within thirty (30) days of enrollment into the Program. The Treatment Plan shall provide overall direction for the collaborative work of the client, the Program, and the ADMHS Treatment Team. The Treatment Plan shall include:

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

B. Electronic progress notes that describe the interventions conducted by Contractor's staff:

- i. Actual start and stop times;
- ii. The goal from the rehabilitation plan that was addressed in the encounter;
- iii. The intervention that was provided by the staff member;
- iv. The response to that intervention by the client;
- v. The plan for the next encounter with the client, and other significant observations.

Exhibit A-5
Statement of Work
CARES Dual Diagnosis Specialist

6. ADDITIONAL PROGRAM REQUIREMENTS.

- A. In accepting funding for Program, Contractor shall adhere to the following principals:
- i. Cultural Competence. Adopting behaviors, attitudes and policies that enable providers to work effectively in cross-cultural situations.
 - ii. 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.
 - iii. Community Collaboration. Individuals, families, agencies, and businesses work together for a shared vision.
 - iv. Integrated Service Experiences. Services for clients and families are “seamless,” limiting the need for negotiating with multiple agencies and funding sources.
 - v. 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.
- B. Materials provided to the public must be printed in Spanish (second threshold language).
- C. Services and programs offered in English must also be made available in Spanish.
- D. A measureable and documented effort must be made to conduct outreach to and to serve the underserved and the non-served communities through Santa Barbara County, as applicable.
- E. Contractor shall use the County MIS system to track the following:
- i. Number of clients served;
 - ii. Number of unduplicated clients served;
 - iii. Client age;
 - iv. Client zip code;
 - v. Number of types of services, groups, or other services provided.
- F. In addition to the information entered into the County MIS system, Contractor shall track the following, and report to County in Contractor’s Quarterly Programmatic Report:
- i. Number of clients served in which language (English/Spanish/Other);

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Statement of Work
CARES Dual Diagnosis Specialist

- ii. Number of groups offered in which language (English/Spanish/Other).

EXHIBIT B

FINANCIAL PROVISIONS

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

This Agreement provides for reimbursement for Alcohol and Drug Program services up to a Maximum Contract Amount. 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, 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 for provision of the Units of Service (UOS) established in the Exhibit B-1 based on satisfactory performance of the Alcohol and Drug Program services described in Exhibit A.
- B. Drug Medi-Cal Services. The services provided by Contractor's Program described in Exhibit A that are covered by the Drug Medi-Cal Program will be reimbursed by County from Federal Financial Participation (FFP) funds and State funds as specified in Exhibit B-1. For Minor Consent Drug Medi-Cal services, Contractor will be reimbursed by County from One Hundred Percent (100%) State funds. Except where a share of cost, as defined in Title 22, California Code of Regulations 50090 and 50651 et. seq. is applicable, pursuant to Title 9 CCR 9533(a)(2) Contractor shall accept proof of eligibility for Drug Medi-Cal as payment in full for treatment services rendered, and shall not collect any other fees from Drug Medi-Cal clients. Contractor shall not charge fees to beneficiaries for access to Drug Medi-Cal substance abuse services or for admission to a Drug Medi-Cal treatment slot. The gross amount payable on the approved monthly invoice shall be automatically reduced by the agreed upon County Administrative Support Cost as specified in Exhibit B-1.
- C. Non-Drug Medi-Cal Services. County recognizes that some of the services provided by Contractor's Program, described in Exhibit A, may not be reimbursable by Drug Medi-Cal, or may be provided to individuals who are not Drug Medi-Cal eligible and such services may be reimbursed by other County, State, and Federal funds only to the extent specified in Exhibit B-1. Funds for these services are included within the Maximum Contract Amount.
- D. Limitations on Use of Funds Received Pursuant to this Agreement. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A to this Agreement. Expenses shall comply with the requirements established in OMB A-87, "Cost Principles for State, Local, and Indian Tribal Governments," and applicable regulations. Violation of this provision

or use of County funds for purposes other than those described in Exhibit A shall constitute a material breach of this Agreement.

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount has been calculated based on the total UOS to be provided pursuant to this Agreement as set forth in Exhibit B-1 and shall not exceed \$1399290. The Maximum Contract Amount shall consist of County, State, and/or Federal funds as shown in Exhibit B-1. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

III. OPERATING BUDGET AND PROVISIONAL RATE

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

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

i. The provisional rate shall be the current Drug Medi-Cal Schedule of Maximum Allowances (SMA) rates as determined by the State budget process for the following services:

1. All Drug Medi-Cal Services;

2. All Rehabilitative Ambulatory Intensive Outpatient (Day Care Rehabilitative), Rehabilitative/Ambulatory Outpatient or Outpatient Drug Free (ODF) - Group, and Rehabilitative/Ambulatory ODF – Individual service codes.

ii. For all other services, the rate or billing increment shall be as reflected in Exhibit B-1.

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, as reflected in Contractor's approved Operating Budget.

C. Adjustment of Provisional Rates. Contractor acknowledges that the Provisional Rates shall be adjusted at the time of the settlement specified in this Exhibit B, Section VIII (Pre-Audit Cost Report Settlement).

IV. ADDITIONAL PROGRAM REQUIREMENTS. Contractors who provide services to patients not eligible for Drug Medi-Cal or provide programs not covered by Drug Medi-Cal, shall be subject to the following requirements:

- A. Fee Collection. In accepting funding from County, Contractor agrees to assess client fees toward the cost of treatment in accordance with Health and Safety Code Section 11841. Such fee collection shall be based on Contractor's determination of a client's ability to pay, per Exhibit B-3. In no case shall any client be refused services due to the inability to pay. Fees charged shall not exceed the actual cost for services provided. Such fees shall be:
- i. Deducted from the Contractor's Program cost of providing services as part of the Pre-audit Cost Report Settlement (Section VIII);
 - ii. Identified and reported to County on the Contractor's monthly invoice, Contractor's budget, and annual year-end cost report.

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

- B. Match Requirements. In accepting funding from County, Contractor may be required to provide a match per year, as described in Exhibit B-1. Such matching funds shall be separately identified for audit purposes, and shall be used to supplement and/or enhance the services described in Exhibit A. These match funds shall be identified and reported to County on Contractor's monthly invoice and annual year-end Cost Report.

V. REALLOCATION OF PROGRAM FUNDING

Contractor shall make written application to Director, or designee, in advance, to reallocate funds as outlined in Exhibit B-1 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.

VI. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS:

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

B. Submission of Claims and Invoices:

- i. Claims for all Drug Medi-Cal services and all Rehabilitative Ambulatory Intensive Outpatient (Day Care Rehabilitative), Rehabilitative/Ambulatory Outpatient or ODF - Group, and Rehabilitative/Ambulatory ODF – Individual services, are to be entered into the County's Management Information System (MIS) and corrected no later than 10 calendar days after the end of the month in which services are delivered, as specified in Exhibit A, Section 5, Billing Documentation, although late claims may be submitted in accordance with State and Federal regulations. In addition to claims submitted in MIS, Contractor shall submit an invoice on a form acceptable to or provided by the County within 10 calendar days of the end of the month in which services are delivered that: i) summarizes the information submitted to MIS, including the UOS provided for the month, ii) states the amount owed by County, and iii) includes the contract number and signature of Contractor's authorized representative. Invoices shall be delivered electronically to adpfinance@co.santa-barbara.ca.us. Backup documentation shall be submitted electronically to adpfinance@co.santa-barbara.ca.us on a form acceptable to or provided by the County, if applicable. Payment will be based on the UOS accepted into MIS on a monthly basis.
- ii. Invoices for all other 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 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. Maximum Monthly and Year-to-Date Payment Limitations:** For Non Drug Medi-Cal services, except grant-funded services, the County's monthly payment(s) to Contractor shall be made in a manner that ensures variations in service/activity levels from month-to-month are recognized. Accordingly, an overage in actual services/activities from the Maximum Monthly Payment amount (Maximum Contract Amount divided by the number of months covered by the contract) in one month can be applied to offset any underage in actual services/activities in another month(s), so that Contractor will be paid up to one-twelfth (1/12) of the total contract maximum per month. Any services offered in excess of the one-twelfth amount will be adjusted quarterly such that the total amount paid per quarter will

be equal to the value of one quarter of the Maximum Contract Amount.

- D. Monthly Expenditure, Revenue, and Projection Report. Contractor shall submit a monthly Expenditure, Revenue, and Projection Report as described in the Reports Section of Exhibit A to this Agreement.
- 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 will deny payment for services when documentation of clinical work does not meet minimum State and County written standards.
- G. Claims Submission Restrictions:
1. Thirty-Day Billing Limit for Drug Medi-Cal Services and all Rehabilitative Ambulatory Intensive Outpatient (Day Care Rehabilitative), Rehabilitative/Ambulatory Outpatient or ODF - Group, and Rehabilitative/Ambulatory ODF – Individual services. Unless otherwise determined by State or federal regulations, all original (or initial) claims for eligible individual persons under this Agreement must be received by County within 30 days from the end of the month in which services were provided to avoid possible payment reduction or denial for late billing. Late claims may be submitted up to one year after the month in which services were rendered with documentation of good cause. The existence of good cause shall be determined by the State as provided in Title 22 CCR Sections 51008 and 51008.5.
 2. Billing Limit for all other services. For all other services, claims must be received by County within 30 days from the end of the month in which services were provided to avoid possible denial of reimbursement for late billing.
 3. No Payment for Services Provided Following Expiration/ Termination of Contract. 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 Contract. 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 Contract 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 Contract.

- H. Claims Certification and Program Integrity. Contractor shall certify that all UOS entered by Contractor into the County's MIS System or otherwise reported to County for any payor sources covered by this Agreement are true and accurate to the best of Contractor's knowledge.
- I. Tracking of Expenses. Contractor shall inform County when seventy-five percent (75%) of the Maximum Contract Amount has been incurred based upon Contractor's own billing records. Contractor shall send such notice to those persons and addresses which are set forth in the Agreement, Section 2 (NOTICES).

VII. COST REPORT

- A. Submission of Cost Report. Within forty-five (45) days after the close of the Fiscal Year covered by this Agreement, Contractor shall provide County with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the 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 with 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 Settlement. The Cost Report shall be the final financial and statistical report submitted by Contractor to County, and shall serve as the basis for settlement to Contractor, as described in Sections VIII and IX of this Exhibit B. Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.
- C. Withholding Payment. County shall withhold the final month's payment under this Agreement until such time that Contractor submits its complete Annual Cost Report.
- D. Penalties. In addition, failure of Contractor to submit accurate and complete Annual Cost Report(s) by the ninetieth (90th) day after the close of the Fiscal Year 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 ninety-first (91st) day following either the end of the applicable Fiscal Year 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 twentieth (120th) day following either the end of the applicable Fiscal Year or the expiration or termination date of this Agreement, then all amounts covered by the outstanding Annual Cost Report(s) and 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.
- E. Audited Financial Reports: Each year of the Contract, 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.
- F. Single Audit Report: If Contractor is required to perform a single 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. PREAUDIT COST REPORT SETTLEMENT.

- A. Preaudit Cost Report Settlement. Based on the Annual Cost Report(s) submitted pursuant to this Exhibit B Section VII (Cost Reports) and approved UOS, at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the State and County will perform a pre-audit cost report settlement. 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 also be adjusted to the lower of:
1. The Contractor's actual costs;
 2. The State's Schedule of Maximum Allowances for all Drug Medi-Cal services and for all Rehabilitative Ambulatory Intensive Outpatient (Day Care Rehabilitative), Rehabilitative/Ambulatory Outpatient or ODF - Group, and Rehabilitative/Ambulatory ODF – Individual service codes, except grant-funded services;
 3. 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 POSTAUDIT 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 of Contractor regarding the Alcohol and Drug Program services/activities provided hereunder.
- B. Settlement. Contractor shall be responsible for any disallowance taken by the Responsible Auditing Party, as a result of any audit exception that is related to the Contractor's responsibilities herein. In the case of a State Drug Medi-Cal audit the State and County will perform a post-audit Drug Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. 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 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 party performing the audit.

EXHIBIT B-1

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

CONTRACTOR NAME: Council on Alcoholism and Drug Abuse FISCAL 2009-10

DESCRIPTION/MODE/SERVICE FUNCTION:	Unit	PROGRAM						TOTAL
		Project Recovery	Project Recovery - Hotel de Riviera Residents	Daniel Bryant Youth & Family TC	Residential Detox	SAPT & Friday Night Live/ Club Live	CARES South Dual Diagnosis Specialist	
DESCRIPTION/MODE/SERVICE FUNCTION:		NUMBER OF UNITS PROJECTED (based on history):						
Perinatal 33-DCR	day	40	-	-	-	-	-	40
Perinatal 33-ODF Group	90 min session	259	-	-	-	-	-	259
Perinatal 34-ODF Individual	50 min session	78	-	-	-	-	-	78
33-ODF Group	90 min session	18,787	488	4,840	-	-	-	24,115
34-ODF Individual	50 min session	1,990	51	575	-	-	-	2,616
50-Residential Detox	bed day	-	-	-	3,526	-	-	3,526
Perinatal Childcare	staff hours	2,890	-	-	-	-	-	2,890
Perinatal 71 - Transportation	staff hours	83	-	-	-	-	-	83
34 - Drug Testing (8 tests = 1 staff hour)	staff hours	49	-	240	-	-	-	290
85-SATTA (8 tests = 1 staff hour)	staff hours	228	-	-	-	-	-	228
34 - ODF Individual -Case Management	staff hours	-	-	78	-	-	-	78
34 - ODF Individual -Family Engagement	staff hours	-	-	26	-	-	-	26
34 - ODF Individual -Recovery Activities	staff hours	-	-	8	-	-	-	8
34 - ODF Individual - Edu/ Voc Activities	staff hours	-	-	8	-	-	-	8
34 - ODF Individual - Parenting Activities	staff hours	-	-	26	-	-	-	26
17- Environmental	Cost Reimbursed	-	-	-	-	\$9,000	-	\$ 9,000
13 - Education	Cost Reimbursed	-	-	-	-	\$9,000	-	\$ 9,000
12 - Information Dissemination	Cost Reimbursed	-	-	-	-	\$1,000	-	\$ 1,000
14 - Alternatives	Cost Reimbursed	-	-	-	-	\$1,000	-	\$ 1,000
14 - Alternatives (FNL)	Cost Reimbursed	-	-	-	-	\$30,000	-	\$ 30,000
13 - Education: Mentoring	Cost Reimbursed	-	-	-	-	\$20,000	-	\$ 20,000
CARES Dual Diagnosis Specialist	Cost Reimbursed	-	-	-	-	-	\$121,000	\$ -
COST PER UNIT/PROVISIONAL RATE:								
Perinatal 33-DCR					\$82.90			
Perinatal 33-ODF Group					\$63.62			
Perinatal 34-ODF Individual					\$106.08			
33-ODF Group Except Perinatal					\$31.45			
34-ODF Individual Except Perinatal					\$74.99			
50-Residential Detox					\$66.50			
Perinatal Childcare					\$17.96			
Perinatal 71 - Transportation					\$17.96			
34 - Drug Testing (8 tests = 1 staff hour)					\$74.99			
85-SATTA (8 tests = 1 staff hour)					\$74.99			
17- Environmental, 13-Education - All, 12 - Information Dissemination, 14-Alternatives - All					As Budgeted			
CARES Dual Diagnosis Specialist					As Budgeted			
GROSS COST:		\$1,865,424	\$ 36,646	\$ 736,913	\$ 260,510	\$ 158,366	\$ 121,035	\$3,178,894
LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)								
A CLIENT FEES		\$ 169,828						\$169,828
B CLIENT INSURANCE								\$0
C CONTRIBUTIONS/GRANTS (includes unsecured)		\$ 248,323	\$ 17,446	\$ 167,478	\$ 26,006	\$ 48,114	\$ 35	\$507,402
D FOUNDATIONS/TRUSTS		\$ 3,684		\$ 40,164				\$43,848
E SPECIAL EVENTS				\$ 120,000				\$120,000
F OTHER (LIST): OTHER GOVERNMENT		\$ 685,119		\$ 67,655		\$ 40,252		\$793,026
OTHER (LIST): INVESTMENT INCOME				\$ 145,500				\$145,500
TOTAL CONTRACTOR REVENUES*		\$1,106,954	\$ 17,446	\$ 540,797	\$ 26,006	\$ 88,366	\$ 35	\$1,779,604
MAXIMUM (NET) CONTRACT AMOUNT:		\$ 758,470	\$ 19,200	\$ 196,116	\$ 234,504	\$ 70,000	\$ 121,000	\$ 1,399,290
DM/C Administrative Fee**		\$ 83,824		\$ 28,235				\$ 112,059
DM/C Gross Claim Maximum		\$ 558,824	\$ -	\$ 188,235	\$ -	\$ -	\$ -	\$ 747,059

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT								
A	Medi-Cal Treatment Services (6241)	\$ 400,000		\$ 160,000				\$ 560,000
B	Medi-Cal Perinatal Services (6242)	\$ 75,000						\$ 75,000
C	Drug Testing SB 233/SATTA (6239)	\$ 17,100						\$ 17,100
D	SACPA Treatment Services (6240)	\$ 107,588			\$ 12,720			\$ 120,308
E	SACPA OTP (6240)							\$ -
F	ADP Treatment Services - SAPT (6243)	\$ 51,382	\$ 19,200		\$ 220,284			\$ 290,866
G	Perinatal Non Drug Medi-Cal (6244)	\$ 70,500						\$ 70,500
H	SAMHSA MARS Grant (6246)							\$ -
I	Drug Court Services (6246)	\$ 29,400		\$ 4,116				\$ 33,516
J	CalWORKS (6249)	\$ 7,500			\$ 1,500			\$ 9,000
K	Youth Services (6250)			\$ 32,000				\$ 32,000
L	Prevention Services (6351)					\$ 70,000		\$ 70,000
M	Other County Funds						\$ 121,000	\$ 121,000
TOTAL (SOURCES OF FUNDING)		\$ 758,470	\$ 19,200	\$ 196,116	\$ 234,504	\$ 70,000	\$ 121,000	\$ 1,399,290

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

* Total Contractor Revenues serve as a hard match for SAPT funds. The source of the hard match shall be non-ADMHS sources secured by Contractor. The match does not apply to DM/C.

* The 15% Administrative Fee is deducted from the DM/C Gross Claim Maximum.

EXHIBIT B-2 Contractor Budget

AGENCY NAME: COUNCIL ON ALCOHOLISM AND DRUG ABUSE

COUNTY FISCAL YEAR: 2009-10

LINE#	COLUMN#	1	2	3	4	5	6	7	8	9	10	11	12	13
		I. REVENUE SOURCES:	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	CARES	DANIEL BRYANT CENTER	DETOX	YOUTH SERVICE SPECIALISTS (Project Recovery)	FRIDAY NIGHT LIVE	START	PERINATAL (Project Recovery)	PROJECT RECOVERY	HOTEL DE RIVIERA (Project Recovery)	DUI-PC 1000
1		Contributions	\$ 121,670	\$ 14,600		\$ 2,000	\$ -	\$ 2,500		\$ 10,000	\$ -	\$ 100	\$ -	
2		Foundations/Trusts	37,500	37,500		37,500								
3		Special Events	120,000	120,000		120,000								
4		Unsecured Grants & Contributions	649,258	502,802	35	165,478	26,006	160,446	48,114	-	18,230	67,047	17,446	
5		Associated Organizations	-	-										
6		Membership Dues	-	-										
7		Program Service Fees	319,801	-										
8		SB County Superior Court/UJJS	45,000	-										
9		Investment Income	203,620	145,500		145,500								
10		Miscellaneous Revenue/Rentals	53,978	-										
11		ADMHS Funding	1,513,060	1,513,060	121,000	196,116	234,504	290,000	70,000	113,770	153,000	315,470	19,200	
12		Other Government Funding	821,868	430,626		45,139		363,124				22,363		
13		SB County Probation	63,699	4,316		4,316								
14		SB County Public Health	86,752	40,262					40,252					
15		SB County Social Services	14,632	14,632							4,632	10,000		
16		United Way	32,788	6,348		2,664		3,684						
17		School Districts	303,200	303,200		18,200		285,000						
18		Total Other Revenue (Sum of lines 1 through 17)	4,386,826	3,132,836	121,035	736,913	260,510	1,104,754	158,366	123,770	175,662	414,980	36,646	
I.B. Client and Third Party Revenues:														
19		Medicare												
20		Client Fees	614,871	594,338		7,000	40,000				2,828	167,000		377,510
21		Insurance												
22		SSI												
23		Other (specify)												
24		Total Client and Third Party Revenues (Sum of lines 19 through 23)	614,871	594,338		7,000	40,000				2,828	167,000		377,510
25		GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 24)	5,001,697	3,727,174	121,035	743,913	300,510	1,104,754	158,366	123,770	178,690	581,980	36,646	377,510

EXHIBIT B-2 Contractor Budget

LINE #	COLUMN #	1	2	3	4	5	6	7	8	9	10	11	12	13
III. DIRECT COSTS		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	CARES	DANIEL BRYANT CENTER	DETOX	YOUTH SERVICE SPECIALISTS (Project Recovery)	FRIDAY NIGHT LIVE	START	PERINATAL (Project Recovery)	PROJECT RECOVERY	HOTEL DE RIVIERA (Project Recovery)	DJ-PC 1000	
26		Salaries (Complete Staffing Schedule)	3,182,423	2,390,664	87,465	391,311	202,225	735,636	113,231	87,672	111,073	367,461	23,614	270,776
27		Employee Benefits	490,334	386,712	13,879	56,153	33,064	122,142	18,243	16,062	16,494	67,429	4,370	38,856
28		Consultants												
29		Payroll Taxes	243,452	182,884	6,691	29,935	15,470	56,276	8,661	6,707	8,497	28,111	1,822	20,714
30		Personnel Costs Total (Sum of lines 26 through 29)	3,916,209	2,960,259	108,035	477,399	250,759	914,054	140,135	110,466	136,064	463,001	30,006	330,346
31		Professional Fees	129,494	63,451		3,000	8,651	13,250	600		6,050	26,993	1,747	3,200
32		Supplies	33,700	33,700		6,150	5,000	5,600	900		3,250	9,016	584	3,200
33		Telephone	36,310	22,976	500	3,700	1,825	3,500	950		3,000	5,165	335	4,000
34		Postage & Shipping	5,363	2,776		1,000	125	100	100		100	94	6	1,250
35		Occupancy (Facility Lease/Rent/Costs)	328,544	298,379		144,978	14,400	75,300	8,500		6,575	28,762	1,854	18,000
36		Rental/Maintenance Equipment	30,179	30,179		29,679	100				100	94	6	200
37		Printing/Publications	7,971	3,750		1,350	750	500	350		200	282	18	300
38		Transportation	24,136	19,193	400	2,050	700	7,700	1,893	500	2,200	2,489	161	1,100
39		Conferences, Meetings, Etc	28,915	23,300	100	825	500	15,800	2,200	400	200	1,878	122	1,275
40		Insurance	39,600	29,636		6,000	2,500	10,250	1,188		1,300	5,635	365	2,400
41		Program Supplies	101,964	89,691	1,000	27,507	14,700	12,000	1,000	1,500	8,001	20,702	1,342	1,939
42		Advertising/Recruitment	28,000	4,875		1,525	200	1,500	450		200	939	61	
43		Dues & Subscriptions	12,320	3,850		750	300	1,700	100		200	470	30	300
44		County Admin Fees	105,250	105,250		24,000		43,500			11,250	16,500	(0)	10,000
45		Fundraising Expenses	131,300	14,000		14,000								
46		SUBTOTAL DIRECT COSTS	4,959,255	3,705,265	110,035	743,913	300,510	1,104,754	158,366	112,861	178,690	581,980	36,646	377,510
III. INDIRECT COSTS														
47		Administrative Indirect Costs	42,442	21,909	11,000					10,909				
48		GROSS DIRECT AND INDIRECT COSTS (Sum of lines 46+ 47)	\$ 5,001,697	\$ 3,727,174	\$ 121,035	\$ 743,913	\$ 300,510	\$ 1,104,754	\$ 158,366	\$ 123,770	\$ 178,690	\$ 581,980	\$ 36,646	\$ 377,510

EXHIBIT B-3

**COUNTY OF SANTA BARBARA
ALCOHOL & DRUG PROGRAM
FEE SCHEDULE
FY 2009-2010**

ANNUAL GROSS FAMILY INCOME

NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	10,830	14,570	18,310	22,050	25,790	29,530	33,270	37,010
10	14,430	17,330	20,230	23,130	26,030	28,930	31,830	34,730
15	18,030	20,930	23,830	26,730	29,630	32,530	35,430	38,330
20	21,630	24,530	27,430	30,330	33,230	36,130	39,030	41,930
25	25,230	28,130	31,030	33,930	36,830	39,730	42,630	45,530
30	28,830	31,730	34,630	37,530	40,430	43,330	46,230	49,130
35	32,430	35,330	38,230	41,130	44,030	46,930	49,830	52,730
40	36,030	38,930	41,830	44,730	47,630	50,530	53,430	56,330
45	39,630	42,530	45,430	48,330	51,230	54,130	57,030	59,930
50	43,230	46,130	49,030	51,930	54,830	57,730	60,630	63,530
55	46,830	49,730	52,630	55,530	58,430	61,330	64,230	67,130
60	50,430	53,330	56,230	59,130	62,030	64,930	67,830	70,730
65	54,030	56,930	59,830	62,730	65,630	68,530	71,430	74,330
70	57,630	60,530	63,430	66,330	69,230	72,130	75,030	77,930
75	61,230	64,130	67,030	69,930	72,830	75,730	78,630	81,530
80	64,830	67,730	70,630	73,530	76,430	79,330	82,230	85,130
85	68,430	71,330	74,230	77,130	80,030	82,930	85,830	88,730
90	72,030	74,930	77,830	80,730	83,630	86,530	89,430	92,330

MONTHLY GROSS FAMILY INCOME

NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	903	1,214	1,526	1,838	2,149	2,461	2,773	3,084
10	1,203	1,444	1,686	1,928	2,169	2,411	2,653	2,894
15	1,503	1,744	1,986	2,228	2,469	2,711	2,953	3,194
20	1,803	2,044	2,286	2,528	2,769	3,011	3,253	3,494
25	2,103	2,344	2,586	2,828	3,069	3,311	3,553	3,794
30	2,403	2,644	2,886	3,128	3,369	3,611	3,853	4,094
35	2,703	2,944	3,186	3,428	3,669	3,911	4,153	4,394
40	3,003	3,244	3,486	3,728	3,969	4,211	4,453	4,694
45	3,303	3,544	3,786	4,028	4,269	4,511	4,753	4,994
50	3,603	3,844	4,086	4,328	4,569	4,811	5,053	5,294
55	3,903	4,144	4,386	4,628	4,869	5,111	5,353	5,594
60	4,203	4,444	4,686	4,928	5,169	5,411	5,653	5,894
65	4,503	4,744	4,986	5,228	5,469	5,711	5,953	6,194
70	4,803	5,044	5,286	5,528	5,769	6,011	6,253	6,494
75	5,103	5,344	5,586	5,828	6,069	6,311	6,553	6,794
80	5,403	5,644	5,886	6,128	6,369	6,611	6,853	7,094
85	5,703	5,944	6,186	6,428	6,669	6,911	7,153	7,394
90	6,003	6,244	6,486	6,728	6,969	7,211	7,453	7,694

Exhibit C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

1. INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

Contractor shall defend, indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to: any act or omission to act on the part of the Contractor or his agents or employees or other independent Contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the County.

Contractor shall notify the County immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

Contractor shall indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the Contractor or his agents or employees or other independent Contractors directly responsible to him to the fullest extent allowable by law.

Contractor shall notify the County immediately in the event of any accident or injury arising out of or in connection with this Agreement.

2. INSURANCE

Without limiting the Contractor's indemnification of the County, Contractor shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the County. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place Contractor in default. Upon request by the County, Contractor shall provide a certified copy of any insurance policy to the County within ten (10) working days.

Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all Contractor's staff while performing any

EXHIBIT C

work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the County. In the event Contractor is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if Contractor has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and Contractor submits a written statement to the County stating that fact.

General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of Contractor and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the Contractor in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between County and Contractor. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of Contractor pursuant to Contractor's activities hereunder. Contractor shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. County, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000, per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000, requires approval by the County.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and if the County has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

If the policy providing liability coverage is on a 'claims-made' form, the Contractor is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the County shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of Contractor's professional staff with a combined single

EXHIBIT C

limit of not less than \$1,000,000, per occurrence or claim and \$2,000,000, in the aggregate. Said policy or policies shall provide that County shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is on a 'claims-made' form, the Contractor is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

Contractor shall submit to the office of the designated County representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. County shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by County or acceptance of the certificate of insurance by County shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services of operation pursuant to the Agreement, nor shall it be deemed a waiver of County's rights to insurance coverage hereunder.

3. In the event the Contractor is not able to comply with the County's insurance requirements, County may, at their sole discretion and at the Contractor's expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable and based on changed risk of loss or in light of past claims against the County or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of County's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

Exhibit BAA
HIPAA Business Associate Agreement

1. Use and Disclosure of Protected Health Information

Except as otherwise provided in this Exhibit, the Contractor may use or disclose Protected Health Information (“PHI”)² to perform functions, activities or services for or on behalf of the County, as specified in the underlying agreement, provided that such use or disclosure does not violate HIPAA or other law. The uses and disclosures of PHI may not exceed the limitations applicable to the County under the regulations except as authorized for management, administrative or legal responsibilities of the Contractor. PHI includes without limitation “Electronic Protected Health Information” (“EPHI”)³

2. Requirement to Train Own Employees

The Contractor has a responsibility to provide effective training for all members of its workforce (including its own employees, management, staff, volunteers and independent contractors) who will or who are likely to have any access to or exposure to PHI or EPHI. Members of the Contractor’s workforce who use, disclose, handle, view, process, distribute, access, audit, create, receive or have any exposure to PHI or EPHI must receive training on both the HIPAA Privacy Rule and the HIPAA Security Rule. Privacy Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.530 (b). Security Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.308 (a)(5).

3. Further Disclosure of PHI

The Contractor shall not use or further disclose PHI other than as permitted or required by the underlying Agreement, or as required by law.

4. Safeguarding PHI

The Contractor shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the underlying Agreement. Contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI that Contractor creates, receives, maintains or transmits on behalf of County. The actions taken by the Contractor to safeguard EPHI shall include, but may not be limited to:

- A. Encrypting EPHI that it stores and transmits;
- B. Implementing strong access controls, including physical locks, firewalls, and strong passwords;
- C. Using antivirus software that is upgraded regularly;
- D. Adopting contingency planning policies and procedures, including data backup and disaster recovery plans; and
- E. Conducting periodic security training.

5. Unauthorized Use or Disclosure of PHI

² “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

³ “Electronic Protected Health Information” means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media, Exhibit E HIPAA Business Associate Agreement

Exhibit BAA
HIPAA Business Associate Agreement

The Contractor shall report to the County any use or disclosure of the PHI not provided for by the underlying Agreement or otherwise in violation of the Privacy Rule or Security Rule. Contractor shall report to County any security incidents within 10 days of becoming aware of such incidents. For purposes of this paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

6. Agents and Subcontractors of the Business Associate

The Contractor shall ensure that any agent, including a subcontractor, to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, shall comply with the same restrictions and conditions that apply through the underlying Agreement to the Contractor with respect to such information. The Contractor shall ensure that any agent to whom it provides PHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such PHI. Contractor shall not use subcontractors or agents, unless it receives prior written consent from County.

7. Access to PHI

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

8. Amendments to Designated Record Sets

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

9. Documentation of Uses and Disclosures

The Contractor shall document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations Section 164.528. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by Contractor and its agents or subcontractors for at least six years prior to the request, but not before the compliance date of the Privacy Rule.

10. Accounting of Disclosures

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

11. Records Available to Covered Entity and Secretary

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

12. Destruction of PHI

A. Upon termination of the underlying Agreement for any reason, the Contractor shall:

Exhibit BAA
HIPAA Business Associate Agreement

1. Return all PHI received from the County, or created or received by the Contractor on behalf of the County required to be retained by the Privacy Rule; or
2. Return or destroy all other PHI received from the County, or created or received by the Contractor on behalf of the County.

This provision also shall apply to PHI in possession of subcontractors or agents of the Contractor. The Contractor, its agents or subcontractors shall retain no copies of the PHI. However, Contractor, its agents or subcontractors shall retain all protected information throughout the term of the underlying Agreement and shall continue to maintain the information required under Section 9 of this Exhibit for a period of six years after termination of the underlying Agreement.

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

13. Amendments

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

14. Mitigation of Disallowed Uses and Disclosures

The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor in violation of the requirements of the underlying Agreement or the Privacy Rule.

15. Termination of Agreement

The County shall terminate the underlying Agreement upon knowledge of a material breach by the Contractor of which the Contractor fails to cure.

16. Definitions

Terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those in the Privacy Rule.

17. Interpretation

Any ambiguity in this Exhibit shall be resolved to permit County to comply with the Privacy Rule and Security Rule.

EXHIBIT E
PROGRAM GOALS, OUTCOMES AND MEASURES

Universal Treatment Services Outcome Measures – Except Dual Diagnosis		
Program Goal	Outcome	Measure
❖ Reduce substance use and improve overall life functioning while in treatment and at the point of discharge including establishing a sober support system and a significant reduction in all substance abuse and accompanying mental health problems	<ul style="list-style-type: none"> ✓ 75% of clients admitted to treatment will complete a minimum of 90 days ✓ 40% of clients will successfully complete treatment ✓ 100% of clients will report no drug use 30 days prior to discharge 	<ul style="list-style-type: none"> ➤ Number of clients remaining in treatment for a minimum of 90 days ➤ Number of clients that successfully complete treatment ➤ Number of clients that are drug-free 30 days prior to discharge
❖ Assist clients to develop the skills necessary to lead healthy and productive lives	<ul style="list-style-type: none"> ✓ Relapse rates will decrease by 40% ✓ Decreased incarceration rates ✓ 40% of clients reporting homelessness at admission will have stable housing at discharge 	<ul style="list-style-type: none"> ➤ Number of readmissions ➤ Number of clients with housing at discharge ➤ Number of client arrests and jail days
Additional SACPA Treatment Services Outcome Measures		
Program Goal	Outcome	Measure
❖ Reduce substance use and improve overall life functioning while in treatment and at the point of discharge including establishing a sober support system and a significant reduction in all substance abuse and accompanying mental health problems	<ul style="list-style-type: none"> ✓ 45% of SACPA clients discharged will graduate from the program ✓ 50% of SACPA graduates will have no new jail time compared with prior year 	<ul style="list-style-type: none"> ➤ Number of clients that successfully complete the SACPA program ➤ Number of client arrests and jail days
❖ Assist clients to develop the skills necessary to lead healthy and productive lives	<ul style="list-style-type: none"> ✓ 55% of SACPA Graduates who reported unemployment or not seeking employment at admission will be employed or enrolled in a job development service prior to discharge ✓ Reduction in addiction symptoms at discharge 	<ul style="list-style-type: none"> ➤ Number of clients employed, seeking employment or enrolled in job development activities at discharge ➤ Improved ASI severity scores at time of discharge
Additional SATC Services Outcome Measures		
Program Goal	Outcome	Measure
❖ Assist clients who are assessed and diagnosed with trauma issues resolve those issues in the course of treatment	<ul style="list-style-type: none"> ✓ 85% of clients admitted to treatment will be screened for trauma history ✓ 100% of clients that meet clinical criteria on the Trauma Symptom Inventory will be enrolled in Seeking Safety 	<ul style="list-style-type: none"> ➤ Number of clients screened for trauma symptoms ➤ Number of clients that enrolled in Seeking Safety trauma-focused services

EXHIBIT E
PROGRAM GOALS, OUTCOMES AND MEASURES

trauma-focused services		
Additional Perinatal Services Outcome Measures		
Program Goal	Outcome	Measure
❖ Assist clients who are assessed and diagnosed with trauma issues resolve those issues in the course of treatment	<ul style="list-style-type: none"> ✓ 100% of clients admitted to treatment will be screened for trauma history ✓ 100% of clients that meet clinical criteria on the Trauma Symptom Inventory will be enrolled in Seeking Safety trauma-focused services ✓ 50% of clients that complete 6 months of trauma-focused treatment will demonstrate a reduction in trauma-related symptoms resulting in better client functioning in group and/or individual settings 	<ul style="list-style-type: none"> ➤ Number of clients screened for trauma symptoms ➤ Number of clients that enrolled in Seeking Safety trauma-focused services ➤ Number of clients with decreased trauma-related symptoms
❖ Assist pregnant clients to gain sobriety and deliver drug-free babies and succeed with family reunification plans where applicable	<ul style="list-style-type: none"> ✓ 100% of births to women in treatment will be drug-free ✓ 100% of clients will report no drug use 30 days prior to successful discharge ✓ 65% of clients will accomplish their Child Welfare Services re-unification plan 	<ul style="list-style-type: none"> ➤ Number of drug-free births to women in treatment ➤ Number of clients that are drug-free 30 days prior to discharge ➤ Number of clients that reunify with family members separated because of AOD issues
Additional Detoxification Services Outcome Measures		
Program Goal	Outcome	Measure
❖ Assist clients to detoxify from AODs and become mentally and physically stabilized in the process	<ul style="list-style-type: none"> ✓ 70% of clients entering detoxification services will complete a minimum of 5 days ✓ 100% of clients will be detoxified from all psychoactive drugs of abuse upon completion of detoxification and transfer to AOD treatment 	<ul style="list-style-type: none"> ➤ Number of clients completing at least 5 days of detoxification ➤ Number of clients with mental health conditions that are stabilized prior to transfer to AOD treatment programs ➤ Number of clients that are physically screened and detoxified of psychoactive drugs of abuse at the time of transfer to an AOD treatment program
❖ Assist clients to transition from detoxification services into another treatment or service setting	<ul style="list-style-type: none"> ✓ Decreased detoxification admission rates due to decreased relapse ✓ 70% of clients completing detoxification services will enter another treatment or 	<ul style="list-style-type: none"> ➤ Number of clients entering another AOD treatment or service setting ➤ Number of detoxification readmissions

EXHIBIT E
PROGRAM GOALS, OUTCOMES AND MEASURES

	service setting	
Additional Adolescent Services Outcome Measures		
Program Goal	Outcome	Measure
❖ Provide AOD services to adolescent clients in the most cost effective way	✓ 80% of all adolescent clients will be covered by minor consent Drug Medi Cal	➤ Number of adolescent clients admitted to AOD programs with minor consent DMC
Adult Program Evaluation Dual Diagnosis Specialist		
Program Goal	Outcome	Measure
❖ Reduce and stabilize mental health and substance abuse symptoms resulting in reduced utilization of involuntary care and emergency rooms for mental health and physical health problems	<ul style="list-style-type: none"> ✓ Decreased incarceration rates ✓ Decreased inpatient/acute care days and length of hospital stay ✓ Decreased emergency room utilization 	<ul style="list-style-type: none"> ➤ Number of incarceration days ➤ Number of hospital admissions; length of hospital stay ➤ Number of emergency room visits for physical and/or psychiatric care
❖ Assist clients in their mental health recovery process and with developing the skills necessary to lead independent, healthy and productive lives in the community	<ul style="list-style-type: none"> ✓ Reduced homelessness by maintaining stable/permanent housing ✓ Increased life skills needed to participate in purposeful activity and increase quality of life 	<ul style="list-style-type: none"> ➤ Number of days in stable/permanent housing ➤ Number of clients employed, enrolled in school or training, or volunteering ➤ Number of clients graduating to a lower level of care

EXHIBIT E
PROGRAM GOALS, OUTCOMES AND MEASURES

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

Strategy	Measure
✓ Develop and implement “parent pledges” asking parents to not provide alcohol to minors in their home. (17- Environmental; Category: Other; Subcategory: Community Development).	➤ Number of parent pledges and schools involved in campaign.
✓ Participate in the establishment of social host liability ordinance or other policy developments.	➤ Number of city council members and County Supervisors who have heard and considered the social host ordinance.
✓ Help develop and produce media messaging and publicity of Social Host Ordinances or other policies	➤ Number of media messages ➤ Estimated exposure on radio and television.
✓ Work with school officials and staff, to educate on the signs and symptoms of underage drinking on school campus. ✓ Work with school officials to change policies and strengthen enforcement to reduce underage drinking on campus.	➤ Number meetings attended with school officials. ➤ Number of youth lead presentations to school officials. ➤ Number of educational materials provided to school personnel.
✓ Provide outreach, education, training and other healthy stress relieving techniques to FNL/CL members.	➤ Number of FNL/CL members receiving prevention education.
✓ Provide youth-based programs that provide meaning participation in creating healthy alcohol and drug free communities	➤ Number of FNL/CL chapters ➤ Numbers of FNL/CL members.
✓ Provide adult role models and mentors to help build external and internal assets.	➤ Number of mentors in FNL/CL mentoring programs ➤ Number of assets developed in FNL/CL mentees.
✓ Provide presentations that support youth participation in leadership programs that address AOD problems in their local community	➤ Number of Focus groups conducted. ➤ Number of youth-led presentations.
✓ 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 television spots.	➤ Number of community forums, speak-outs, number of participants at these events and number of materials distributed. ➤ Forum or speak out post test evaluation results