



# County of Santa Barbara

## BOARD OF SUPERVISORS

### Minute Order

August 29, 2017

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**Present:** 5 - Supervisor Williams, Supervisor Wolf, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

BEHAVIORAL WELLNESS

File Reference No. 17-00670

**RE:** Consider recommendations regarding an agreement with Aurora Vista Del Mar for Fiscal Year (FY) 2017-2018 (August through October 2017), as follows:

- a) Approve, ratify and authorize the Chair to execute the Agreement for Services of Independent Contractor with Aurora Vista Del Mar Hospital (not a local vendor), for the provision of Acute Inpatient Services, for a new total contract amount not to exceed \$1,519,700.00 from August 1, 2017 through October 31, 2017; and
- b) Determine that the above actions are government fiscal activities or funding mechanisms which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment, and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA guidelines.

**A motion was made by Supervisor Wolf, seconded by Supervisor Williams, that this matter be Acted on as follows:**

- a) Approved and authorized; Chair to execute; and
- b) Approved.

**The motion carried by the following vote:**

**Ayes:** 5 - Supervisor Williams, Supervisor Wolf, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

2017 AUG 15 PM 2:23

Department Name: Behavioral Wellness  
Department No.: 043  
For Agenda Of: August 29, 2017  
Placement: Administrative  
Estimated Time:  
Continued Item: No  
If Yes, date from:  
Vote Required: Majority

TO: Board of Supervisors

FROM: Department Alice Gleghorn, PhD, Director  
Director(s) Department of Behavioral Wellness 805-681-5220  
Contact Info: Chris Ribeiro, Chief Financial Officer  
Department of Behavioral Wellness 805-681-5220

SUBJECT: Aurora Vista Del Mar FY 17-18, August – October 2017

County Counsel Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions: That the Board of Supervisors:

- A) Approve, ratify and authorize the chair to execute the Agreement for Services of Independent Contractor with **Aurora Vista Del Mar Hospital** (not a local vendor), for the provision of Acute Inpatient Services, for a new total contract amount not to exceed **\$1,519,700** from August 1, 2017 through October, 31 2017.
- B) Determine that the above actions are government fiscal activities or funding mechanisms which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment, and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA guidelines.

Summary Text:

The Department of Behavioral Wellness provides a continuum of mental health and substance use disorders to Santa Barbara County residents, in part through contracted providers including Community-Based Organizations (CBOs). Contracts with facilities providing services at various levels of care are key to ensuring that the needs of clients are optimally met. Due to contract negotiations that extended beyond the June 30, 2016 date of Aurora Vista Del Mar's (AVDM) FY 16-17 contract, in July 2017, the

Board of Supervisors approved a one month extension of the contract to cover services for the month of July. At this time, Behavioral Wellness and AVDM still have not finalized negotiations. In order to continue with contract negotiations while also covering services for our current clients at AVDM, Behavioral Wellness has created a short-term contract from August 1, 2017 through October 31, 2017. Approval of the current recommended actions will allow Behavioral Wellness to continue contracting with AVDM until all terms have been agreed upon by both parties.

**Background:**

**Institutions for Mental Disease (IMD):** The Department of Behavioral Wellness provides a continuum of services, including inpatient treatment services to best meet the needs of individuals with severe mental illness. IMDs are facilities including hospitals, nursing facilities, or other institutions of more than 16 beds that are primarily engaged in providing diagnosis, treatment, or care of persons with mental illness, including medical attention, nursing care, and related services. Due to the Federal IMD Exclusion, these services are not reimbursable by Medi-Cal for clients between the ages of 21 and 65. There are a limited number of these highly structured residential treatment services in California and none in Santa Barbara County. Behavioral Wellness examines the current caseload and historical use of IMD facilities in order to project the following year’s contract amounts within the Department’s budget constraints. Behavioral Wellness contracts with IMDs, such as Aurora Vista Del Mar, that are licensed as Acute Psychiatric Hospitals. Acute Psychiatric Hospitals are used only for clients with emergency mental health needs meeting the criteria of Welfare and Institutions Code (WIC) Section 5150, and bed rates are significantly higher due to the hospital license, compared with other types of IMDs, which are locked facilities used to treat ongoing psychiatric needs. Due to limited bed availability at each IMD, Behavioral Wellness contracts with a number of IMDs throughout the State.

**Aurora Vista del Mar (AVDM):** Acute Psychiatric Hospitals are used only for clients with emergency mental health needs who are determined to be a danger to themselves or others or gravely disabled pursuant to Welfare and Institutions Code §5150, or who meet medical necessity criteria, as defined in the California Code of Regulations Title 9 §1820.205. When the County’s 16-bed Psychiatric Health Facility (PHF) is full, Santa Barbara County clients are placed at other out-of-county Acute Psychiatric Hospitals, primarily AVDM. Currently, Behavioral Wellness has 16 clients placed at AVDM’s facility.

**Fiscal and Facilities Impacts:**

Budgeted: Yes **Fiscal Analysis:**

<b><u>Funding Sources</u></b>	<b><u>Current FY Cost:</u></b>	<b><u>Total One-Time Project Cost</u></b>
General Fund		
State	\$ 1,519,700.00	
Federal		
Fees		
Other:		
<b>Total</b>	<b>\$ 1,519,700.00</b>	<b>\$ -</b>

Narrative: The above referenced contract is funded by State Funds. The funding source is included in the FY 17-18 Adopted Budget.

**Key Contract Risks:**

There is risk that the community needs for contracted beds at Aurora Vista del Mar may increase beyond what the department has projected. In this case, the department will return to the Board of Supervisors to request an increase to the contract maximum if needed.

**Special Instructions:**

Please send one (1) complete copy of each executed contract and one (1) minute order to:  
[qilopez@co.santa-barbara.ca.us](mailto:qilopez@co.santa-barbara.ca.us).

**Attachments:**

Attachment A: Aurora Vista Del Mar FY 17-18

**Authored by:**

Q. Lopez

# 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 **Aurora Vista del Mar Hospital** (hereafter AVDM) with an address at **801 Seneca Street, Ventura, CA** (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

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

### **1. DESIGNATED REPRESENTATIVE**

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. **Jenifer Nyhuis** at phone number 805-653-6434 ext. 214 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

### **2. NOTICES**

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

To County:                    Director  
                                      Santa Barbara County  
                                      Department of Behavioral Wellness  
                                      300 N. San Antonio Road  
                                      Santa Barbara, CA 93110  
                                      FAX: 805-681-5262

To Contractor:             Jenifer Nyhuis, CEO  
                                      Aurora Vista del Mar Hospital  
                                      801 Seneca Street  
                                      Ventura, CA 93001  
                                      Phone: 805-653-6434 ext. 214  
                                      Fax: 805-652-2065

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit

## **AGREEMENT**

in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES**

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

### **4. TERM**

Contractor shall commence performance on 8/1/2017 and end performance upon completion, but no later than 10/31/2017 unless otherwise directed by County or unless earlier terminated.

### **5. COMPENSATION OF CONTRACTOR**

In full consideration for Contractor's services, Contractor shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference.

### **6. INDEPENDENT CONTRACTOR**

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

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

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

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

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

## AGREEMENT

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

### **9. TAXES**

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

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

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

### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

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

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

## **AGREEMENT**

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

### **12. NO PUBLICITY OR ENDORSEMENT**

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

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

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

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

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

If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including



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but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification.

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

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

### **16. NONDISCRIMINATION**

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

### **17. NONEXCLUSIVE AGREEMENT**

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

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

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

### **19. TERMINATION**

- A. **By County.** County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.
  1. **For Convenience.** County or Contractor may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.**
    - i. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the

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

- ii. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
- iii. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.

B. **By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

C. **Upon termination.** Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

## **AGREEMENT**

This Agreement shall remain in effect notwithstanding that a termination event has occurred, for existing County patients receiving care from Contractor at the time of termination, until the existing course of treatment is completed for all County patients, or ninety (90) days, whichever time is shorter. This Agreement shall remain in effect with respect to those existing County patients during such time as Contractor is providing them with continuing care.

### **20. SECTION HEADINGS**

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

### **21. SEVERABILITY**

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

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

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

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

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

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

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

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

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

## AGREEMENT

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 the Department of Behavioral Wellness. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

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

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

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

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

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

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

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

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

### **30. AUTHORITY**

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

### **31. SURVIVAL**

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

## AGREEMENT

### **32. PRECEDENCE**

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

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

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

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

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

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

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

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

- A. **Violations of Criminal Law.** Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in any of the remedies described in 45 C.F.R. Section 75.371, including suspension or debarment. (See also 2 C.F.R. part 180 and 376, and 31 U.S.C. 3321.)
- B. **Ownership or Controlling Interest.**  
If required by 42 CFR sections 455.101 and 455.104, Contractor will complete a *Disclosure of Ownership or Controlling Interest* form provided by County.

## **AGREEMENT**

### **THIS AGREEMENT INCLUDES:**

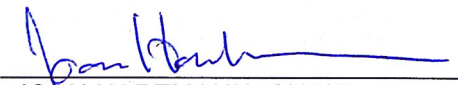
1. EXHIBIT A –
  - i. Statement of Work
  - ii. Attachment A – Santa Barbara County Mental Health Plan, Quality Management Standards
  - iii. Attachment D – Organizational Service Provider Site Certification
  - iv. Attachment E – Program Goals, Outcomes and Measures
2. EXHIBIT B –
  - i. Financial Provisions
  - ii. EXHIBIT B-1 – Schedule of Rates and Contract Maximum
3. EXHIBIT C –Indemnification and Insurance Provisions

**AGREEMENT**

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Aurora Vista del Mar Hospital**.

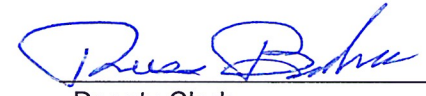
**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on August 1, 2017.

**COUNTY OF SANTA BARBARA:**

By:   
JOAN HARTMANN, CHAIR  
BOARD OF SUPERVISORS  
Date: 8/29/17

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By:   
Deputy Clerk  
Date: 8-29-17

**CONTRACTOR:**

AURORA VISTA DEL MAR HOSPITAL

By: \_\_\_\_\_  
Authorized Representative  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_


**APPROVED AS TO FORM:**

MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By:   
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

THEODORE A. FALLATI, CPA  
AUDITOR-CONTROLLER

By:   
Deputy

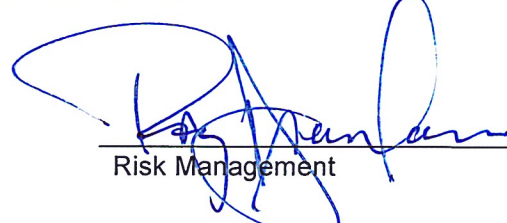
**RECOMMENDED FOR APPROVAL:**

ALICE GLEGHORN, PH.D., DIRECTOR  
DEPARTMENT OF BEHAVIORAL  
WELLNESS

By:   
Director

**APPROVED AS TO INSURANCE FORM:**

RAY AROMATORIO  
RISK MANAGEMENT

By:   
Risk Management

**AGREEMENT**

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Aurora Vista del Mar Hospital**.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on August 1, 2017.

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
JOAN HARTMANN, CHAIR  
BOARD OF SUPERVISORS

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

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk

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

**CONTRACTOR:**

AURORA VISTA DEL MAR HOSPITAL

By:  \_\_\_\_\_  
Authorized Representative

Name: Jennifer Nyhuis

Title: CEO

Date: 8/17/17

**APPROVED AS TO FORM:**

MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

THEODORE A. FALLATI, CPA  
AUDITOR-CONTROLLER

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

**RECOMMENDED FOR APPROVAL:**

ALICE GLEGHORN, PH.D., DIRECTOR  
DEPARTMENT OF BEHAVIORAL  
WELLNESS

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

**APPROVED AS TO INSURANCE FORM:**

RAY AROMATORIO  
RISK MANAGEMENT

By: \_\_\_\_\_  
Risk Management



**EXHIBIT A**  
**Statement of Work**

1. **PROGRAM SUMMARY.** Contractor shall provide Psychiatric Inpatient Hospital Services, (hereafter, "the Program") to Santa Barbara County (hereafter, "County") residents with serious mental illness (SMI) and serious emotional disturbances (SED). These services shall include routine hospital services and all hospital-based ancillary services. The Program shall be licensed as a freestanding psychiatric hospital. The Program is located at 801 Seneca Street, Ventura, CA 93001.
  
2. **SERVICES.** Contractor shall provide the following services:
  - A. "Psychiatric Inpatient Hospital Services" which includes both acute psychiatric inpatient hospital services and administrative day services provided in a general acute psychiatric inpatient hospital, or a free-standing psychiatric hospital which are certified by Department of Health Services to be Medi-Cal providers or a psychiatric health facility that is licensed by the Department and certified by the Department of Health Services as a Medi-Cal provider of hospital services.
  
  - B. "Routine Services" which includes bed, board and all medical, nursing and other support services usually provided to an individual by a psychiatric inpatient hospital. Routine services do not include hospital-based ancillary services or psychiatrist or psychologist services.
  
  - C. "Hospital-Based Ancillary Services" are services that are received by an individual admitted to a Psychiatric Inpatient Hospital, other than routine services.
  
  - D. Transportation. Transportation of individuals to and from Contractor's facility will be provided by or arranged by County.
  
  - E. Excluded Services. County shall not be responsible for the reimbursement of Psychiatric Inpatient Hospital Services when services are not billed to an allowable psychiatric accommodation code, pursuant to Exhibit B-1.
  
3. **SERVICE DEFINITIONS.** Contractor shall provide the following services, as defined in Title 9, California Code of Regulation (CCR), to Santa Barbara County clients:
  - A. **Psychiatric Inpatient Hospital Professional Services.** Services provided by a licensed Medical Doctor (M.D.) or psychiatrist to a person in an inpatient facility include diagnosis, therapeutic management and treatment of an individual in an inpatient setting, including Medication Support Services when indicated. Reimbursement for service is based upon actual time spent providing the services with a maximum of 1.25 hours for admission, 30 minutes daily, and .75 hour for discharge.
  
  - B. **Assessment.** Assessment is designed to evaluate the current status of a client's mental, emotional or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the client's clinical history; analysis of relevant cultural issues and history; diagnosis; and use of testing procedures, as defined in Title 9 CCR Section 1810.204. (May only be provided by a staff qualified as a Licensed Practitioner of the Healing Arts (LPHA). Individuals with the following license(s) are LPHAs: psychiatrists, psychologists, licensed clinical social

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workers (LCSW), marriage and family therapists (MFT), Registered Nurse (RN), Licensed Vocational Nurse (LVN) or Psychiatric Technician.)

C. **Medication Support Services.** Medication support services are services that include prescribing, administering, dispensing and monitoring psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. Service activities include but are not limited to, evaluation of the need for medication; evaluation of clinical effectiveness and side effects; the obtaining of informed consent; instruction in the use, risks and benefits of and alternatives for medication; and collateral and plan development related to the delivery of the service and/or assessment of the client, as defined in Title 9 CCR Section 1810.225. These services may only be provided by a licensed physician.

4. **CLIENTS.** The services described in Section 2 shall be provided to individuals with SMI or SED who meet medical necessity criteria for Psychiatric Inpatient Hospital Services, as described in California Code of Regulations (CCR) Title 9, Section 1820.205, including individuals admitted under probable cause of being a danger to self or others or immediately unable to provide for or utilize, food, shelter, or clothing (Welfare & Institutions Code section 5150), and are:

A. Medi-Cal beneficiaries, as described in CCR Title 22, Division 3, Subdivision 1, Chapter 2, Article 5, and Article 7. Psychiatric Inpatient Hospital Services provided by Contractor to Medi-Cal beneficiaries are covered by Medi-Cal, as specified in CCR Title 9, Section 1840.210 and Section 1840.312, under the following conditions:

- i. The beneficiary is 65 years of age or older, or
- ii. The beneficiary is under 21 years of age, or
- iii. The beneficiary was receiving such services prior to his/her twenty-first birthday and the services are rendered without interruption until no longer required or his/her twenty-second birthday, whichever is earlier.

Reimbursement for covered services to these Medi-Cal beneficiaries shall be provided to Contractor directly by the State's fiscal intermediary, as described in Exhibit B.

OR

B. Uninsured individuals, or services to Medi-Cal beneficiaries not meeting the conditions in Section 4.A. above, who are referred and authorized by Santa Barbara County to receive Program services. Reimbursement for these services will be the responsibility of the County, as described in Exhibit B.

5. **REFERRALS.**

A. Contractor shall provide the services described in Section 2 to all individuals who are referred by the County (hereafter, "client(s)") unless compelling clinical circumstances exist that contraindicate admission, subject to the admission and authorization criteria described in Section 6.

**EXHIBIT A**  
**Statement of Work**

- B. County will continue to refer clients in need of inpatient hospitalization when County resources are unavailable, including minors under the age of 21 and adults over the age of 65.
- C. Contractor will not summarily deny all client referrals for "grave disability" (as defined in Welfare & Institutions Code section 5008(h)1(A) as a condition in which a person, as a result of a mental disorder, is unable to provide for his or her basic personal needs for food, clothing, or shelter), but Contractor will evaluate each case individually for appropriate placement. County will also use its best efforts to ensure that only those clients who meet the legal definition of "grave disability" are referred for placement.
- D. When Contractor denies a referral on the basis that the client is not appropriate for the facility, Contractor shall provide a Psychiatrist to consult with a County Psychiatrist to understand the basis for the denial.

**6. ADMISSION PROCESS.**

- A. Authorization Required. Admission of clients to Contractor's facility and authorization for continued stay shall be subject to approval of Santa Barbara County's Point of Authorization
- B. Point of Authorization. The designated Point of Authorization (POA) for County is:

IMD Liaison  
Santa Barbara County  
Department of Behavioral Wellness  
300 N. San Antonio Rd., Bldg. 3  
Santa Barbara, CA 93110  
Telephone: 805-681-5372  
Facsimile: 805-681-5224

- C. Notice Period. Upon admission of a County client, Contractor shall notify County within one business day that the admission has occurred. Notice shall be provided to County by contacting:

Mobile Crisis Unit  
Santa Barbara County  
Department of Behavioral Wellness  
300 N. San Antonio Rd., Bldg. 3  
Santa Barbara, CA 93110  
Telephone: 805-884-6828  
Facsimile: 805-884-6888

- D. Submission of Treatment Authorization Request. For Medi-Cal covered Psychiatric Inpatient Hospital Services provided to Medi-Cal beneficiaries as described in Section 4.A.:
  - i. Client Documentation. Contractor shall submit the following client documentation to Behavioral Wellness Quality Care Management (QCM) Division prior to submitting

**EXHIBIT A**  
**Statement of Work**

claims for payment, pursuant to CCR, Title 9 Section 1820.220, as described in Exhibit B:

- a. Treatment Authorization Request ("TAR"),  
<http://www.dhcs.ca.gov/provgovpart/Pages/TAR.aspx> and
  - b. Copy of documentation for involuntary admission pursuant to Welfare and Institutions Code (WIC) Section 5150, as applicable, and
  - c. Client's medical records for payment authorization review for Medi-Cal covered Psychiatric Inpatient Hospital stays in each of the following circumstances:
    - (i) The pre-authorized admission of a Medi-Cal covered client;
    - (ii) For hospital stays that exceed ninety-nine (99) calendar days of continuous service;
    - (iii) Upon client discharge from the hospital;
    - (iv) When the services provided qualify for Medical Assistance Pending Fair Hearing (Aid Paid Pending); or
    - (v) When the attending psychiatrist orders administrative day services for a client on the order sheet of the medical record.
- ii. TAR Submission Timeliness. Contractor shall submit each TAR to Behavioral Wellness QCM Division for payment authorization for a client's covered Psychiatric Inpatient Hospital Services no later than:
- a. Prior to a planned admission, as defined in CCR Title 9 Section 1771;
  - b. Within fourteen (14) calendar days after:
    - (i) A hospital stay that exceeds ninety-nine (99) calendar days of continuous service;
    - (ii) Client discharge from the hospital;
    - (iii) The date that a client qualified for Medical Assistance Pending Fair Hearing (Aid Paid Pending); or
    - (iv) The date Contractor is notified that the patient has been granted retro-active Medi-Cal status.
- iii. Claim Submittal After Approval. Contractor shall submit claims for covered services rendered to Medi-Cal clients, as described in Exhibit B, only after receiving approval from Behavioral Wellness QCM Division.
- E. Authorization for Emergency Admissions. An Emergency Admission is an admission to Contractor's facility due to a client's emergency psychiatric condition.

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- i. For Medi-Cal covered Psychiatric Inpatient Hospital Services:
    - a. Prior to admission, Contractor shall ensure that the client meets the criteria for medical necessity as described in Section 4.
    - b. Contractor shall notify County within one business day of the client's presentation for emergency services. County may deny TARs for failure of timely notification if the notification is not provided immediately upon the presentation for emergency services.
    - c. Contractor shall provide County with written documentation certifying that the client met the criteria specified in this Section 6.E.i at the time of admission and on the day of admission (CCR Title 9 Section 1820.225).
  - ii. For non-Medi-Cal covered Psychiatric Inpatient Hospital Services:
    - a. Contractor shall obtain prior authorization for an emergency admission from the designated County staff, described in Section 6.B (Point of Authorization).
    - b. Prior to admission, Contractor shall ensure that the client meets the criteria for medical necessity as described in Section 4.
    - c. Contractor shall notify County within one business day of the client's presentation for emergency services. Authorization for payment may be denied for failure of timely notification if the notification is not provided immediately upon the presentation for emergency services.
    - d. Contractor shall provide County with written documentation certifying that the client met the criteria specified in this Section 6.E.ii at the time of admission and on the day of admission (CCR Title 9 Section 1820.225).
- F. **Continued Stay Services**. Continued Stay Services are Psychiatric Inpatient Hospital Services which occur after admission. Contractor shall provide County with written documentation for any of the following circumstances in order to obtain authorization for client's continued stay:
- i. **Authorization for Continued Stay Services.**
    - a. Continued presence of impairments that meet the medical necessity criteria described in CCR Title 9 Section 1820.205(a);
    - b. Serious adverse reaction to medication, procedures, or therapies requiring continued hospitalization;
    - c. Presence of new impairments that meet the medical necessity criteria described in CCR Title 9 Section 1820.205(a); or
    - d. Need for continued medical evaluation or treatment that can only be provided if the client remains in a Psychiatric Inpatient Hospital unit.

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- ii. **Certification for Continued Treatment.** Contractor and County agree that in order to safeguard individual rights, Contractor shall provide prompt evaluation and review of individuals' need for continued treatment of a serious mental disorder. For clients detained pursuant to WIC Section 5150 that need continued intensive treatment beyond 72 hours, Contractor shall ensure that certification for continuing treatment is completed within 72 hours of the written application for the 5150 hold, in accordance with WIC Sections 5250-5252. Contractor shall ensure a certification review hearing is scheduled as soon as possible, on the next available hearing day after the Section 5250 certification is written, but no later than four days after the date of certification, in accordance with WIC Sections 5254 and 5276. The hearing may only be postponed at the request of the person certified or the client's attorney, in accordance with Section 5256. When any postponements occur, Contractor shall provide a report of the reason for postponement to County as part of Contractor's regular reports.
- G. **Authorization for Administrative Day Services.** Administrative Day Services are those authorized by Behavioral Wellness QCM Division for a client residing in a Psychiatric Inpatient Hospital when the client's stay at the Psychiatric Inpatient Hospital must be continued beyond the client need for Psychiatric Inpatient Hospital Services due to a lack of residential placement options at appropriate, non-acute treatment facilities as identified by County. To ensure proper payment authorization for Administrative Day Services, Contractor shall provide County with 24-hours advance notice and written documentation of the following:
- i. During the hospital stay, the client has met medical necessity criteria as described in Section 4 for reimbursement of Psychiatric Inpatient Hospital Services;
  - ii. An order by the attending psychiatrist placing the client on administrative status on the order sheet of the medical record; and
  - iii. There is no appropriate non-acute facility in a reasonable geographic area and Contractor documents contacts with a minimum of five (5) appropriate facilities per week. Behavioral Wellness QCM Division may waive the requirements if there are less than five (5) appropriate, non-acute treatment facilities available as placement options for the client. In no case shall there be less than one (1) contact per week. The documentation must include the status of the placement option, the date of contact, and the signature of the person making the contact, and an order by the attending physician.
- H. **Authorization for Planned Admissions.** A Planned Admission is an admission to Contractor's facility for the purpose of providing medically necessary treatment that cannot be provided in another setting or a lower level of care and is not an emergency admission. To ensure proper payment authorization for Planned Admissions, Contractor, shall provide County with 24-hours advance notice, and written documentation of the following:
- i. The client requires medically necessary treatment that cannot be provided in another setting at a lower level of care but which does not constitute an emergency admission;

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- ii. Pre-authorization by County through submission of a TAR or County authorization form demonstrating medical necessity as described in Section 4 that is approved by County's Utilization Review Staff for the first 24 hours of admission; and
- iii. Authorization for payment for the remaining hospital stay shall be determined retroactively by Behavioral Wellness QCM Division.

**7. CASE REVIEW AND DISCHARGE PLANNING.**

To assess whether a client continues to meet "medical necessity" standards for ongoing inpatient hospitalization as described in Section 6.F (Continued Stay Services), or to authorize administrative day services as described in Section 6.G, County staff will be available to collaborate with Contractor's staff on active case management, note review, and discharge planning. Both County and Contractor will exchange lists containing the contact information of those staff members involved in the collaboration. Contractor's treatment and discharge planning shall be coordinated with and include the input of client, Contractor's hospital staff, County and significant other(s), including family members and other treating professional staff. Upon discharge, Contractor agrees to provide all County clients not covered by Medi-Cal with 1) a seven (7) day supply and a prescription for a 30 day supply of all medications prescribed to client at time of discharge; 2) information on the process of obtaining future medications from the appropriate health care facility or provider; and 3) instruction on medication management.

**8. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES.**

- A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to Behavioral Wellness QCM Division, upon request.
- B. For any staff required to be licensed, Contractor shall ensure that all staff providing services under this Agreement retain active licensure. In the event the license status of any Contractor staff cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement.
- C. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall keep fully informed of and in compliance with all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities.

**9. REGULATORY COMPLIANCE.**

Contractor shall comply with all applicable Federal Medicaid laws, regulations, and guidelines, and all applicable State statutes and regulations as related to the provision of Psychiatric Inpatient Hospital Services. Contractor shall adhere to 42 United States Code (USC) Section 1395b-2. Contractor shall sign and maintain a Medi-Cal provider agreement

**EXHIBIT A**  
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with the State Department of Health Services. Contractor shall maintain Medi-Cal and Medicare certification, State licensure, and Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) accreditation. Contractor shall post in a conspicuous place a copy of "Notice to All Medi-Cal Beneficiaries in Need of Psychiatric Inpatient Services" as required by the State of California Department of Health Care Services, and detailed in the Department of Mental Health information Notice 95-08. Contractor agrees to adhere to ethical principles published in the JCAHO Code of Conduct.

**10. NOTIFICATION REQUIREMENTS**

A. Contractor shall immediately notify Behavioral Wellness QCM Division at 805-681-5113 in the event of:

- i. Known serious complaints against licensed / certified staff;
- ii. Restrictions in practice or license / certification as stipulated by a State agency;
- iii. Staff privileges restricted at a hospital; or
- iv. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations).

v. Any event triggering Incident Reporting, as defined in Behavioral Wellness Policy and Procedure #28, Unusual Occurrence Incident Report, available at [http://cosb.countyofsb.org/uploadedFiles/admhs/Compliance - Access Team/PP%2028%20Incident Report\(1\).pdf](http://cosb.countyofsb.org/uploadedFiles/admhs/Compliance - Access Team/PP%2028%20Incident Report(1).pdf).

B. Contractor shall immediately contact the Behavioral Wellness Compliance Hotline (805-884-6855) should any of the following occur:

- i. Suspected or actual misappropriation of funds under Contractor's control;
- ii. Legal Suits initiated specific to the Contractor's practice;
- iii. Initiation of criminal investigation of the Contractor; or
- iv. HIPAA breach.

C. For clients receiving direct services from both Behavioral Wellness and Contractor staff, Contractor shall immediately notify client's Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the client's care, or the applicable Regional Manager should any of the following occur: side effects requiring medical attention or observation, behavioral symptoms presenting possible health problems, or any behavioral symptom that may compromise the appropriateness of the placement.

D. Contractor may contact [bwelcontractsstaff@co.santa-barbara.ca.us](mailto:bwelcontractsstaff@co.santa-barbara.ca.us) for any contractual concerns or issues.



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- E. "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. Contractor shall train all personnel in the use of the Behavioral Wellness Compliance Hotline.

**11. MANDATORY DISCLOSURE.**

- A. **Violations of Criminal Law.** Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in any of the remedies described in 45 C.F.R. Section 75.371, including suspension or debarment. (See also 2 C.F.R. part 180 and 376, and 31 U.S.C. 3321.)
- B. **Disclosure of Interests of 5% or More.** If required by 42 CFR sections 455.101 and 455.104, Contractor will complete a *Disclosure of Ownership or Controlling Interest* form provided by County. In the event of change of ownership, or any person newly obtaining an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets, then the Contractor will submit an updated form within 35 days .
- C. **Information Related to Business Transactions (42 CFR 455.105).** Contractor agrees to furnish to County or the Secretary of DHCS on request, information related to business transactions. Contractor shall submit, within 35 days of the date on a request by County or the Secretary of DHCS full and complete information about:
- i. The ownership of any subcontractor with whom the provider has had business transactions totaling more than \$ 25,000 during the 12-month period ending on the date of the request; and
  - ii. Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.
- D. **Denial of Federal Financial Participation (FFP) for Failure to Provide Timely Disclosures.**
- i. FFP is not available in expenditures for services furnished by Contractors who fail to comply with a request made by the County or Secretary of DHCS under Section 11.B or 11.C above, or under 42 CFR §420.205 (Medicare requirements for disclosure).
  - ii. FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to the County or the Secretary of DHCS and ending on the day before the date on which the information was supplied.
  - iii. A provider shall be required to reimburse those Medi-Cal funds received during any period for which material information was not reported, or reported falsely, to the County or DHCS (Welf. & Inst. Code § 14043.3).
- E. **Consent to Criminal Background Check, Fingerprinting (42 CFR 455.106, Welf. & Inst. Code § 14043.38).** Contractor consents to criminal background checks, including

**EXHIBIT A**  
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fingerprinting when required to do so by state law. Within 30 days of a request from CMS or DHCS, Contractor, or any person with a 5% or more direct or indirect ownership interest in contractor, shall submit a set of fingerprints in a form and manner determined by DHCS.

**F. Mandatory Termination.** As determined by DHCS, Contractor may be subject to mandatory termination from the Medi-Cal program for any of the following reasons:

- i. Failure to cooperate with and provide accurate, timely information in response to all required Medi-Cal screening methods, including failure to submit fingerprints as required (42 CFR 455.416); or
- ii. Conviction of a criminal offense related to a person's involvement with Medi-care, Medi-Cal, or any other Title XX or XXI program in the last 10 years (42 CFR 455.416, 42 CFR 455.106).

**12. UTILIZATION REVIEW.**

Contractor agrees to abide by County Quality Management standards, provided in Attachment A, and to cooperate with the County's utilization review process which ensures medical necessity, appropriateness and quality of care, as described above in Section 4 and Section 6. This review may include clinical record review; client survey; and other utilization review program monitoring practices. Contractor will cooperate with these programs, and will furnish necessary assessment and Client Service Plan information, subject to Federal or State confidentiality laws, and provisions of this Agreement.

**13. PERIODIC REVIEW.**

- A. County shall assign senior management staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, fiscal and overall performance activity. County's Care Coordinators, Quality Improvement staff, Program Managers or their designees shall conduct periodic on-site and/or electronic reviews of Contractor's clinical documentation.
- B. Contractor agrees to make all records pertaining to the services furnished under the terms of this contract available for inspection, examination or copying by the U.S. Department of Health and Humans Service, the Comptroller General of the United States, the DHCS, County, and other authorized federal and state agencies, or their duly authorized representatives. Inspection shall occur at all reasonable times, at Contractors place of business, or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five years from the close of the state fiscal year in which the subcontract was in effect.

**14. DOCUMENTATION**

- A. **REQUIREMENTS.** Contractor shall complete a Client Service Plan, signed by a physician, for each client receiving Program services. The Client Service Plan shall include:
  - i. Client's strengths and personal recovery goals or recovery vision, which guides the service delivery process;

**EXHIBIT A**  
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- ii. Goals and Objectives which clearly address the mental health condition for which the client is being treated;
- iii. Goals and Objectives which are observable, measureable, or both and which are designed to increase specific skills, behaviors, or ameliorate the impairments caused by the condition; and
- iv. Interventions planned to help the client reach their goals.

**B. STANDARDS.** County will regularly communicate with Contractor regarding documentation standard expectations that are consistent with the requirements established by the State Department of Health Care Services. County and Contractor shall follow the following documentation protocols:

- i. Documentation must establish that the client meets "medical necessity" for each day of inpatient hospitalization as described in Sections 4 and 6.
- ii. County will send Contractor current medication lists, as documented in the client medical record, if any, at the time of client admission or within 24 hours of admission.
- iii. Contractor will provide County with a discharge medication list at the time of discharge.
- iv. Contractor's daily progress notes will contain a rationale for the medication changes or additions, the client's response to the interventions, and a record of any adverse side effects.
- v. Contractor will also complete a suicide risk assessment for clients found to be a danger to themselves.

**15. POLICIES AND PROCEDURES.**

The Contractor shall maintain written policies and procedures to set expectations for Program staff and establish consistency of effort and shall provide a copy to County upon request. The written policies and procedures should be consistent with all applicable State, Federal and County requirements.

**16. STAFF.**

**A. TRAINING.**

- i. Program Staff providing direct services to clients shall be trained and skilled at working with persons with serious mental illness (SMI), and shall adhere to professionally recognized evidence-based best practices for rehabilitation assessment, service planning, and service delivery.
- ii. Within 30 days of the date of hire, Contractor shall provide, to each Program staff, training relevant to working with high risk mental health clients.

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- iii. Contractor staff performing services under this Contract shall receive formal training on the Medi-Cal documentation process prior to providing any services under this Contract.
- iv. Contractor shall ensure that all staff complete mandatory trainings per County's Mandatory Trainings Policy and Procedure # 31. The following trainings must be completed at hire and annually thereafter:
  - 1. Code of Conduct
  - 2. Cultural Competency
  - 3. HIPAA
- B. **EXPERIENCED STAFF.** Staff hired to work directly with clients shall have competence and experience in working with clients at high risk for acute inpatient or long-term residential care.
- C. **CMS EXCLUSIONS LIST.** Contractor shall ensure that staff identified on the Centers for Medicare & Medicaid Services (CMS) Exclusions List or other applicable list shall not provide services under this Agreement nor shall the cost of such staff be claimed to Medi-Cal.
- D. **STAFF CREDENTIALING AND LICENSING.** All staff performing services under this Agreement with access to the Behavioral Wellness electronic medical record shall be reviewed and approved by Behavioral Wellness Quality Care Management (QCM) Division, in accordance with Behavioral Wellness Policy and Procedure # 4.015, Staff Credentialing and Licensing.
- E. **BACKGROUND INVESTIGATIONS.** At any time prior to or during the term of this Contract, Contractor's staff performing work under this Contract will have completed a background investigation in accordance with all applicable local, state and federal regulations or laws, as a condition of beginning and continuing to work under this Contract. County and Contractor will mutually agree upon the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- F. **DISQUALIFICATION AND CONTINUED OBLIGATIONS.** 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.

**17. REPORTS.**

- A. **Programmatic.** Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than 25 calendar days following the end of the quarter being reported. Programmatic reports shall include the following:
  - i. The Measures described in Attachment E, Program Goals, Outcomes and Measures, as applicable, or as otherwise agreed by Contractor and Behavioral Wellness. Amendments to Attachment E do not require a formal amendment to

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this Agreement, but shall be agreed to in writing by the Designated Representatives or Designees. In addition, Contractor may include any other data that demonstrates the effectiveness of Contractor's programs.

- B. **Annual Mandatory Training Report.** Contractor shall verify that all staff attend annual HIPAA Training.
  - C. **Service Level Reports.** Contractor shall track required data elements, which include: units of service, the number of clients admitted to the Program, unique clients served, total number of clients discharged and number of clients discharged to a lower or higher level of care, and provide summary reports from other Contractor data sources, upon request from County.
  - D. **Additional Reports.** Contractor shall maintain records and make statistical reports as required by County and the State Department of Health Care Services or applicable agency, on forms provided by either agency. Upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.
18. **PERFORMANCE.** Contractor shall adhere to all County requirements and all relevant provisions of law that are now in force or which may hereafter be in force, including all relevant provisions of the following:
- A. The County Mental Health Plan, Contract 12-89394 between the County Department of Behavioral Wellness and the State Department of Health Care Services (DHCS), available at <http://countyofsb.org/behavioral-wellness>;
  - B. The Department of Behavioral Wellness Steering Committee Vision and Guiding Principles, available at <http://countyofsb.org/behavioral-wellness>; and
  - C. California Code of Regulations Title 9, Division 1.
19. **MEDI-CAL VERIFICATION.** Contractor shall be responsible for verifying Client's Medi-Cal eligibility status and ensuring claims for reimbursement of services are submitted to the appropriate entity as described in Exhibit B.
20. **SITE STANDARDS**
- A. Contractor agrees to comply with all Medi-Cal requirements, including, but not limited to those specified in Attachment A, and be approved to provide Medi-Cal services based on Medi-Cal site certification, per Attachment D, Organizational Service Provider Site Certification.
  - B. Contractor shall make its service protocols and outcome measures data available to County and to Medi-Cal site certification reviewers.
  - C. Contractor shall develop and maintain a written disaster plan for the Program site and shall provide annual disaster training to staff.

**EXHIBIT A**  
**Statement of Work**

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

22. **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.

23. **CULTURAL COMPETENCE.**

- ~~A. At all times, the Contractor's Program(s) shall be staffed with personnel who can communicate in the client preferred language, or Contractor shall provide interpretation services, including American Sign Language (ASL);~~
- B. Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must also be printed in Spanish.
- C. Services and programs offered in English must also be made available in Spanish, if clients identify Spanish as their preferred language, as specified in Section 23.B above.

24. **COMMUNICATION AND COLLABORATIVE MEETING.**

- A. County and Contractor staff will strive to increase communication to further enhance collaborative client care. Efforts to increase communication between County and Contractor shall include, but are not limited to, the following:
  - i. **At Admissions.** County shall provide Contractor through confidential means the client identification number, name of County treating Psychiatrist, if one is assigned, and treating Psychiatrist's email address.
  - ii. **At Discharge.** At or before the time of discharge, designated County and Contractor Psychiatrists will consult about the discharge plan for a client. County and Contractor will identify a centralized contact person to facilitate this consultation.

**EXHIBIT A**  
**Statement of Work**

- B. County shall conduct a Collaborative Meeting at least annually, and more frequently, if needed, with Contractor to collaboratively discuss Programmatic, Fiscal, and Contract matters.

**25. ADDITIONAL PROVISIONS.**

- A. Contractor agrees to hold harmless the State and beneficiaries in the event the County cannot or does not pay for services performed by the contractor.
- B. The Contractor will not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42 C.F.R. §438.6(d)(3).
- C. Contractor agrees to comply with all applicable federal and state law, particularly the statutes and regulations incorporated by reference below. Contractor agrees to comply with any changes to these statutes and regulations that may occur during the contract period and any new applicable statutes or regulations, but either the County or Contractor may request consultation and discussion of new or changed statutes or regulations, including whether contract amendments may be necessary.
- D. Pursuant to Welf. & Inst. Code § 14704, a regulation or order concerning Medi-Cal specialty mental health services adopted by the State Department of Mental Health pursuant to Division 5 (commencing with Section 5000), as in effect preceding the effective date of this section, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by the State Department of Health Care Services (DHCS), or until it expires by its own terms.
- E. The following federal law applies to this contract:
- i. Title 42 United States Code, to the extent that these requirements are applicable;
  - ii. 42 C.F.R. to the extent that these requirements are applicable;
  - iii. 42 C.F.R. § 438 – Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (PIHP);
  - iv. 45 C.F.R. §§ 160 and 164 to the extent that these requirements are applicable;
  - v. Title VI of the Civil Rights Act of 1964;
  - vi. Title IX of the Education Amendments of 1972;
  - vii. Age Discrimination Act of 1975;
  - viii. Rehabilitation Act of 1973;
  - ix. Titles II and III of the Americans with Disabilities Act;
  - x. Deficit Reduction Act of 2005;
  - xi. Balanced Budget Act of 1997;

**EXHIBIT A**  
**Statement of Work**

- xii. The Contractor shall comply with the provisions of the Copeland Anti- Kickback Act, which requires that all contracts and subcontracts in excess of \$2000 for construction or repair awarded by the Contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act.
- xiii. The Contractor shall comply with the provisions of the Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations.
- xiv. The Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act, as applicable, which requires that all subcontracts awarded by the Contractor in excess of \$2,000 for construction and in excess of \$2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act.

F. The following State law applies to this contract:

- i. Division 5, Welf. & Inst. Code, to the extent that these requirements are applicable to the services and functions set forth in this contract;
- ii. Welf. & Inst. Code §§ 5779-5782;
- iii. Welf. & Inst. Code §§ 14680-14685.1;
- iv. Welf. & Inst. Code §§ 14700-14726;
- v. Chapter 7, Division 9, Welf. & Inst. Code, to the extent that these requirements are applicable to the services and functions set forth in this contract;
- vi. Cal. Code Regs., tit. 9, § 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services;
- vii. Cal. Code Regs., tit. 22, §§ 50951 and 50953;
- viii. Cal. Code Regs., tit. 22, §§ 51014.1 and 51014.2.



## ATTACHMENT A

### SANTA BARBARA COUNTY MENTAL HEALTH PLAN, QUALITY MANAGEMENT STANDARDS

The Santa Barbara County Department of Behavioral Wellness is Santa Barbara County's Medi-Cal Mental Health Plan (MHP) and has established standards for Assessments, Plans of Care, and Progress Notes, as detailed in the Behavioral Wellness Clinical Documentation Manual, for all organizational, individual, and group providers furnishing Specialty Mental Health Services. This Attachment A and the Behavioral Wellness Clinical Documentation Manual available at <http://cosb.countyofsb.org/behavioralwellness/>, incorporated herein by reference, provides minimum standards for all services provided under this Agreement, unless a stricter standard is provided in the Exhibit A(s) to this Agreement.

#### 1. Additional Requirements

- A. Contractor shall display Medi-Cal Member Services Brochures in English and Spanish in their offices. In addition, Contractor shall post grievance and appeal process notices in a visible location in their waiting rooms along with copies of English and Spanish grievance and appeal forms with MHP self-addressed envelopes to be used to send grievances or appeals to Behavioral Wellness Quality Care Management department.
- B. Contractor shall be knowledgeable of and adhere to MHP policies on Beneficiary Rights as outlined in the Medi-Cal Member Services Brochures.
- C. Contractor staff performing services under this Agreement shall receive formal training on the Medi-Cal documentation process prior to providing any services under this Agreement. Contractor shall ensure that each staff member providing clinical services under this contract receives initial and annual training as specified in the Behavioral Wellness Mandatory Trainings Policy and Procedure #31.
- D. Contractor shall establish a process by which Spanish speaking staff who provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing Spanish language.
- E. Contractor shall provide timely access to care and service delivery in the following areas as required by the State MHP standards:
  1. Where applicable, 24 hours per day, 7 days per week access to "urgent" services (within 24 hours) and "emergency" services (same day);
  2. Access to routine appointments (1st appointment within 10 business days. When not feasible, Contractor shall give the client the option to re-contact the Access team and request another provider who may be able to serve the client within the 10 business day standard).

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

- F. Contractor shall not create, support or otherwise sanction any policies or procedures that discriminate against Medi-Cal beneficiaries. Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial beneficiaries or, in the alternative, Contractor shall offer hours of operation that are comparable to those hours offered to Medicaid fee-for-service clients, if the provider serves only Medicaid beneficiaries.

## ATTACHMENT A

- G. Contractor shall be notified of possible corrective actions to be taken when the Contractor does not adhere to MHP established standards or respond to corrective actions. The process for ensuring compliance and implementing corrective actions is as follows, as described in Behavioral Wellness' Policy and Procedure #24:
1. If Contractor is identified as operating outside of the compliance standards, Contractor shall be notified of lack of compliance with Federal and State standards and shall be asked to rectify the areas in which they have been out of compliance. A copy of this notification shall be placed in the provider file. Contractors are expected to complete all corrections within 90 calendar days from the date of notice. This will be considered the Period of Review. The specific nature of the documentation to show evidence of compliance will be based on the infraction.
  2. Following the 90 day Period of Review, should Contractor be unable to fulfill contractual obligations regarding compliance, Contractor shall meet with the Quality Care Management Manager within 30 calendar days to identify barriers to compliance. If an agreement is reached, the Contractor shall have not more than 30 calendar days to provide proof of compliance. If an agreement is not forthcoming, the issue will be referred to the Executive Management Team which will review the issue and make a determination of appropriate action. Such action may include, but are not limited to: suspension of referrals to the individual or organizational provider, decision to de-certify or termination of Agreement, or other measures.

Reference: The County Mental Health Plan, Contract 12-89394, between the State of California, Department of Health Care Services and Department of Behavioral Wellness, available at <http://cosb.countyofsb.org/admhs/>

## ATTACHMENT D

### ORGANIZATIONAL SERVICE PROVIDER SITE CERTIFICATION

*[Applicable to programs described in Exhibit A]*

#### COMPLIANCE REQUIREMENTS

1. In order to obtain site certification as a Medi-Cal provider, Contractor must be able to demonstrate compliance with the following requirements:
  - A. Contractor is currently, and for the duration of this Agreement shall remain, licensed in accordance with all local, State, and Federal licensure requirements as a provider of its kind.
  - B. The space owned, leased, or operated by the Contractor and used for services or staff meets all local fire codes. Contractor shall provide a copy of a current fire clearance to Quality Care Management.
  - C. The physical plant of the site owned, occupied, or leased by the Contractor and used for services or staff is clean, sanitary, and in good repair.
  - D. Contractor establishes and implements maintenance policies for the site owned, occupied, or leased by the Contractor and used for services or staff, to ensure the safety and well-being of clients and staff.
  - E. Contractor has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, and procedures for reporting unusual occurrences relating to health and safety issues.
  - F. The Contractor maintains client records in a manner that meets the requirements of the County pursuant to the latest edition of the County Mental Health Plan, Contract 12-89394 between Behavioral Wellness and DHCS, and applicable state and federal standards.
  - G. Contractor has staffing adequate to allow the County to claim federal financial participation for the services the Contractor delivers to Medi-Cal beneficiaries.
  - H. Contractor has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
  - I. Contractor has, as a head of service, a licensed mental health professional or rehabilitation specialist, in accordance with Title 9 California Code of Regulations Sections 622-630.
  - J. For Contractors that provide or store medications, the Contractor stores and dispenses medications in compliance with all pertinent State and Federal standards, specifically:
    - i. All drugs obtained by prescription are labeled in compliance with Federal and State laws. Prescription labels may be altered only by authorized personnel.
    - ii. Drugs intended for external use only or food stuffs are stored separately from drugs for internal use.

## ATTACHMENT D

- iii. All drugs are stored at proper temperatures. Room temperature drugs should be stored at 59 – 86 degrees Fahrenheit, and refrigerated drugs must be stored at 36 – 46 degrees Fahrenheit. Any room or refrigerator used to store drugs must be equipped with a thermometer.
  - iv. Drugs are stored in a locked area with access limited only to those medical personnel authorized to prescribe, dispense, or administer medication.
  - v. Drugs are not retained after the expiration date. IM (Intramuscular) multi-dose vials are to be dated and initialed when opened.
  - vi. A drug log is to be maintained to ensure the Contractor disposes of expired, contaminated, deteriorated, and abandoned drugs in a manner consistent with State and Federal laws.
  - vii. Contractor's Policies and Procedures manual addresses the issues of dispensing, administration and storage of all medications.
2. **CERTIFICATION** - On-site certification is required every three (3) years. Additional certification reviews may be necessary if:
- A. The Contractor makes major staffing changes.
  - B. The Contractor makes organizational and/or corporate structural changes (i.e., conversion from non-profit status).
  - C. The Contractor adds Day Treatment or Medication Support services requiring medications to be administered or dispensed from Contractor's site.
  - D. There are significant changes in the physical plant of the provider site (some physical plant changes could require new fire clearance).
  - E. There is a change of ownership or location.
  - F. There are complaints regarding the Contractor.
  - G. There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.
  - H. On-site certification is not required for hospital outpatient departments which are operating under the license of the hospital. Services provided by hospital outpatient departments may be provided either on the premises or offsite.

**ATTACHMENT E  
PROGRAM GOALS, OUTCOMES AND MEASURES**

Adult Program Evaluation IMD Services Exhibit A		
Program Goal	Outcome	Aurora Vista Del Mar Performance Measure
❖ Reduce mental health and substance abuse symptoms resulting in reduced utilization of involuntary care for mental health problems	Documentation standards will meet the State Department of Health Care Services "medical necessity" so that upon utilization review by Behavioral Wellness QCM, disallowance by Contractor does not exceed X%.	10%
	Annual recidivism rate of Behavioral Wellness clients needing to be re-hospitalized within one (1) year will be less than X%.	10%
	For all clients shared by Contractor and County Behavioral Wellness, contact between Contractor's physician to County's physician contact will occur at least once during each client's in-patient stay X% of the time.	90%

## **EXHIBIT B FINANCIAL PROVISIONS**

This EXHIBIT B includes the following –

- i. Financial Provisions
- ii. EXHIBIT B-1 – Schedule of Rates and Contract Maximum

## EXHIBIT B FINANCIAL PROVISIONS

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

This Agreement provides for reimbursement for Psychiatric Inpatient Hospital Services up to the Maximum Contract Amount reflected in Section II below and Exhibit B-1. For Medi-Cal and all other all services provided under this Agreement, Contractor will comply with all applicable requirements necessary for reimbursement in accordance with Welfare and Institutions Code (WIC) §§ 14705-14711, and other applicable Federal, State and local laws, rules, manuals, policies, guidelines and directives.

### I. PAYMENT FOR SERVICES

- A. Performance of Services. Contractor shall be compensated for provision of Units of Service (UOS) at the Per Diem Rate established in Exhibit B-1 based on satisfactory provision of the Psychiatric Inpatient Hospital Services described in Exhibit A.
- B. Medi-Cal Services. The services provided by Contractor's Program described in the Exhibit A may be covered by the Medi-Cal Program and will be reimbursed directly by the State fiscal intermediary, Electronic Data Systems (hereafter "EDS"), subject to the limitations described in the Exhibit A and this Exhibit B. Funds for these services are not included within the Maximum Contract Amount.
- C. Non-Medi-Cal Billable Services. County recognizes that some of the services provided by Contractor's Program described in the Exhibit A may not be reimbursable by Medi-Cal and such services will be reimbursed by other County, State, and Federal fund to the extent specified in Exhibit B-1. Funds for these services are included within the Maximum Contract Amount, and are subject to the same requirements as funds for services provided pursuant to the Medi-Cal program.
- D. Limitations on Use of Funds Received Pursuant to this Agreement. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in the Exhibit A to this Agreement. Expenses shall comply with the requirements established in OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other applicable regulations. Violation of this provision or use of County funds for purposes other than those described in the Exhibit A shall constitute a material breach of this Agreement.
- E. Initial 72 Hours of Inpatient Care. In a manner consistent with the requirements of Welfare & Institutions Code Section 5152, County will not deny payment for the initial 72 hours of hospitalization by Contractor of a client referred by County. County will ensure that contact information for a clinical team member is provided for follow-up communication within 24 hours of placement at Contractor's facility.
- F. Voluntary Admissions. County will pay for Santa Barbara Medi-Cal clients who request voluntary admission to Contractor's facility as long as "medical necessity" as described in Exhibit A, Section 4 is established for every day of the inpatient stay in accordance with the procedures in Exhibit A, Section 6. Contractor staff will consult with County staff to ensure that a client does not exceed the necessary length of stay at Contractor's facility.

## EXHIBIT B FINANCIAL PROVISIONS

### II. MAXIMUM CONTRACT AMOUNT

The Maximum Contract Amount shall not exceed **\$1,519,700** Fiscal Year 2017-2018 and shall consist of County, State, and/or Federal funds and subject to the provisions in Section I. Notwithstanding any other provision of this Agreement; in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

### III. PER DIEM RATE

County agrees to reimburse Contractor at a Per Diem Rate during the term of this Agreement, as specified in Exhibit B-1. "Per Diem Rate" means a daily rate paid for reimbursable Psychiatric Inpatient Hospital Services for a client for the day of admission and each day that services are provided excluding the day of discharge. The Per Diem Rate shall be inclusive of all services defined in this Agreement as Psychiatric Inpatient Hospital Services, except for transportation services required in providing Psychiatric Inpatient Hospital Services.

Contractor shall be reimbursed for a day of service, at the Per Diem rate, when the client meets admission and/or continued stay criteria, documentation requirements, treatment and discharge planning requirements, as described in the Exhibit A, and occupies a bed at 12:00 midnight. A day of service may also be reimbursed by County if the client is admitted and discharged during the same 24-hour period provided that such admission and discharge is not within 24 hours of a prior discharge, as approved by County.

In addition, County agrees to reimburse Contractor for an Administrative Day of service at the Per Diem rate, in the event that client no longer meets the criteria for psychiatric hospitalization as described in Exhibit A, Section 6.F (Continued Stay Services) and authorized for Administrative Day Services in accordance with Exhibit A, Section 6.G. Administrative Day Services will be paid at the rate approved by the State DHCS for the current Fiscal Year in which this Agreement is in effect, plus a supplemental amount paid by funds provided by the County for an equivalent of the county-negotiated Medi-Cal rate.

Except as approved by the California Department of Health Care Services pursuant to Title 9 CCR § 1810.438, the rate for the services described herein shall be the rate established by the State Department of Health Care Services in accordance with Title 22 CCR, §§ 51510, 51511, 51511.1, 51535, and 51535.1.

### IV. ACCOUNTING FOR REVENUES

A. Accounting for Revenues. Contractor shall comply with all County, State, and Federal requirements and procedures, including, but not limited to, those described in California Welfare and Institutions Code (WIC) §§ 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP) (2) the eligibility of patients/clients for Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving



**EXHIBIT B  
FINANCIAL PROVISIONS**

services hereunder.

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

**V. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS:**

- A. Submission of Claims. Contractor shall submit a UB04 form (hereafter, "claim") within 14 calendar days of the date of discharge that: i) summarizes the Units of Service (UOS) provided during the admission, ii) states the amount owed by County, and iii) includes the Agreement number and signature of Contractor's authorized representative. Claims shall be delivered to the County designated representative:

[financecbo@sbcbswell.org](mailto:financecbo@sbcbswell.org)  
Santa Barbara County  
Department of Behavioral Wellness  
ATTN: Accounts Payable  
429 North San Antonio Road  
Santa Barbara, CA 93110-1316

Contractor shall submit the client's medical chart along with the claim. Under extenuating circumstances in which the client's medical chart is not available by the 14<sup>th</sup> day after discharge, Contractor shall provide County with notice and subsequently provide the client's medical chart as soon as possible, but no later than 30 days from the date of discharge. County expects that such circumstances will be infrequent and that the client's medical chart and claim will be submitted simultaneously.

Contractor agrees that it shall be solely liable and responsible for all data and information submitted by Contractor.

Contractor shall submit a claim for services to County only after exhausting all other reimbursement mechanisms, as described in Section IV.

Contractor shall ensure that claims are submitted in chronological order according to admission date, in cases where a client has multiple admissions within a 14-day period. Behavioral Wellness QCM Division shall review all service utilization and claims for payment submitted by Contractor for compliance with the terms of this agreement and State, Federal and local requirements. County staff responsible for making payment determinations shall be licensed mental health or waived/registered professionals. Approvals and denials of payment will be reviewed by the Behavioral Wellness QCM Division psychiatrist and will be documented by Behavioral Wellness QCM Division in writing. County shall make provisional payment for approved claims within thirty (30) calendar days of the receipt of said claim(s) and client's medical chart by County subject to the contractual limitations set forth below.

**EXHIBIT B  
FINANCIAL PROVISIONS**

- B. Withholding of Payment for Unsatisfactory Clinical Documentation. Director or designee shall have the option to deny payment for services when documentation of clinical services does not meet minimum State, Federal and County written standards.
- C. Claims Submission Restrictions.
1. Billing Limit for Services. Unless otherwise determined by State or federal regulations (e.g. Medi-Medi cross-over), all original (or initial) claims and client's medical chart for eligible individual persons under this Agreement must be received by County within 14 days from the date of discharge to avoid denial for late billing.
  2. No Payment for Services Provided Following Expiration/ Termination of Agreement. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.
  3. Payment in Full.
    - a. For Medi-Cal covered Psychiatric Inpatient Hospital Services, Contractor agrees to accept as payment in full payments made by EDS, irrespective of whether the cost of services provided to the client and related administrative expenses exceeded the payment obligation of Medi-Cal.
    - b. For Psychiatric Inpatient Hospital Services not covered by Medi-Cal, Contractor agrees to accept as payment in full payments made by County, pursuant to this Exhibit B and Exhibit B-1, irrespective of whether the cost of services provided to the client and related administrative expenses exceeded the payment obligation of County.
    - c. Contractor shall not submit a claim to demand, or otherwise collect reimbursement from the client or persons acting on behalf of the client for services provided except to collect other third party revenue as described in Section IV.
- D. Claims Certification and Program Integrity. Contractor shall certify that all UOS entered by Contractor into MIS for any payor sources covered by this Agreement are true and accurate to the best of Contractor's knowledge.
- E. Overpayments: Any overpayments of contractual amounts must be returned via direct payment within 30 days to the County. County may withhold amounts from future payments due to Contractor under this Agreement or any subsequent agreement if Contractor fails to make direct payment within required timeframe.

**VI. FINANCIAL REPORTS.**

**EXHIBIT B**  
**FINANCIAL PROVISIONS**

- A. Single Audit Report: If Contractor is required to perform a single audit, per the requirements of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Award, Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt.

**VII. AUDITS, AUDIT APPEALS AND POST-AUDIT EPSDT/MEDI-CAL FINAL SETTLEMENT**

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

**EXHIBIT B-1**

**SCHEDULE OF RATES AND CONTRACT MAXIMUM**

Accommodation Code/Service	Provider Qualification	Per Diem Rate
Adult Mental Health Inpatient (and all clients described in Exhibit A, Section 4.B)  114 Room and Board, Private, Psychiatric  124 Room and Board, Semi-Private 2 Bed, Psychiatric  134 Room and Board, Semi-Private 3 or 4 Bed, Psychiatric  154 Room and Board - Ward (Medical or General), Psychiatric  204 Intensive Care, Psychiatric		\$910/day
Initial Care  Subsequent Care  Discharge Care  Medication Evaluation  Medication Management	Licensed M.D./Psychiatrist	Included in the Per Diem Rate

<b>Total Contract Maximum FY 17-18</b>	<b>\$1,519,700</b>
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CONTRACTOR SIGNATURE: \_\_\_\_\_

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

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


**EXHIBIT B-1**

**SCHEDULE OF RATES AND CONTRACT MAXIMUM**

Accommodation Code/Service	Provider Qualification	Per Diem Rate
Adult Mental Health Inpatient (and all clients described in Exhibit A, Section 4.B)  114 Room and Board, Private, Psychiatric  124 Room and Board, Semi-Private 2 Bed, Psychiatric  134 Room and Board, Semi-Private 3 or 4 Bed, Psychiatric  154 Room and Board - Ward (Medical or General), Psychiatric  204 Intensive Care, Psychiatric		\$910/day
Initial Care  Subsequent Care  Discharge Care  Medication Evaluation  Medication Management	Licensed M.D./Psychiatrist	Included in the Per Diem Rate

<b>Total Contract Maximum FY 17-18</b>	<b>\$1,519,700</b>
--	--------------------

CONTRACTOR SIGNATURE:

  
\_\_\_\_\_

STAFF ANALYST SIGNATURE:

\_\_\_\_\_

FISCAL SERVICES SIGNATURE:

\_\_\_\_\_

## EXHIBIT C

### INDEMNIFICATION AND INSURANCE REQUIREMENTS (FOR PROFESSIONAL CONTRACTS)

#### 1. INDEMNITY

- A. Indemnification pertaining to other than Professional Services: Contractor shall defend, indemnify and save harmless the County, its officers, officials, agents and employees from any and all claims, demands, damages, costs, expenses (including reasonable 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.
- B. Indemnification pertaining to Professional Services: Contractor shall defend, indemnify and save harmless the County, its officers, officials, agents and employees from any and all claims, demands, damages, costs, expenses (including reasonable 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.

#### 2. NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

#### 3. INSURANCE

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

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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**(FOR PROFESSIONAL CONTRACTS)**

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. **Other Insurance Provisions**

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

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

## EXHIBIT C

### INDEMNIFICATION AND INSURANCE REQUIREMENTS (FOR PROFESSIONAL CONTRACTS)

coverage throughout the term of the Agreement. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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