

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 «Contractor», having its principal place of business at «City», California (hereafter **CONTRACTOR**) wherein **CONTRACTOR** agrees to provide and **COUNTY** agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE:** Assistant Director – Administration (telephone 805.681.5220) is the representative of **COUNTY** and will administer this Agreement for and on behalf of **COUNTY**. «ContrFName» «ContrLName» (telephone number «Phone») is the authorized representative for **CONTRACTOR**. Changes in designated representatives shall be made only after advance written notice to the other party.
2. **NOTICES.** Whenever it shall become necessary for either party to serve notice on the other respecting the Agreement, such notice shall be in writing and shall be served by Registered or Certified Mail, Return Receipt Requested, addressed as follows:
 - A. To **COUNTY:**
Director
Santa Barbara County
Alcohol, Drug, and Mental Health Services
300 N. San Antonio Road
Santa Barbara, CA 93110
 - To **CONTRACTOR:** «ContrFName» «ContrLName», «Title»
«Contractor»
«Address»
«City», CA «Zip»
 - B. Any such notice so mailed shall be deemed to have been served upon and received by the addressee five (5) days after deposit in the mail. Either party shall have the right to change the place or person to whom notice is to be sent by giving written notice to the other party of the change.
3. **SCOPE OF SERVICES.** **CONTRACTOR** agrees to provide services to **COUNTY** in accordance with Exhibit A attached hereto and incorporated herein by reference.
4. **TERM.** **CONTRACTOR** shall commence performance by «**ContractBeginDate**» and complete performance by «**ContractEndDate**», unless this Agreement is otherwise terminated at an earlier date pursuant to Section 17.
5. **COMPENSATION OF CONTRACTOR.** **CONTRACTOR** shall be paid for performance under this Agreement in accordance with the terms of Exhibit B,

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attached hereto and incorporated herein by reference. **CONTRACTOR** shall bill **COUNTY** by invoice, which shall include the contract number assigned by **COUNTY**. **CONTRACTOR** shall direct the invoice to **COUNTY'S** "Accounts Payable Department" at the address specified under Section 2 NOTICES, after completing the increments identified in Exhibit B.

6. **INDEPENDENT CONTRACTOR.** **CONTRACTOR** shall perform all of its services under this Agreement as an independent **CONTRACTOR** and not as an employee of **COUNTY**. **CONTRACTOR** understands and acknowledges that it shall not be entitled to any of the benefits of a **COUNTY** employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, Workers' Compensation insurance, and protection of tenure.
7. **STANDARD OF PERFORMANCE.** **CONTRACTOR** represents that it has the skills, expertise, and licenses and/or permits necessary to perform the services required under this Agreement. Accordingly, **CONTRACTOR** shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which **CONTRACTOR** is engaged. All products of whatsoever nature which **CONTRACTOR** delivers to **COUNTY** pursuant to this Agreement shall be prepared in a manner which will conform to high standards of quality and shall conform to the standards of quality normally observed by a person practicing in **CONTRACTOR'S** profession. **CONTRACTOR** shall correct or revise any errors or omissions, at **COUNTY'S** request, without additional compensation. **CONTRACTOR** shall obtain and maintain all permits and/or licenses required for performance under this Agreement without additional compensation, at Contractor's own expense.
8. **NON-DISCRIMINATION.** **COUNTY** hereby notifies **CONTRACTOR** that Santa Barbara County's Unlawful Discrimination Ordinance (Santa Barbara County Code, Chapter 2, Article XIII) applies to this Agreement and is incorporated herein by reference with the same force and effect as if the ordinance were specifically set out herein. **CONTRACTOR** hereby agrees to comply with said ordinance.
9. **CONFLICT OF INTEREST.** **CONTRACTOR** covenants that **CONTRACTOR** presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. **CONTRACTOR** further covenants that in the performance of this Agreement, no person having any such interest shall be employed by **CONTRACTOR**.
10. **RESPONSIBILITIES OF COUNTY.** **COUNTY** shall provide all information reasonably necessary to allow **CONTRACTOR** to perform the services contemplated by this Agreement.
11. **OWNERSHIP OF DOCUMENTS.** Upon production, **COUNTY** shall be the owner of the following items incidental to this Agreement, whether or not completed: all data collected and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance

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under this Agreement is completed or terminated prior to completion. **CONTRACTOR** shall be the legal owner and Custodian of Records for all **COUNTY** client files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) §5328; 42 United States Code (U.S.C.) §290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). **CONTRACTOR** shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. **CONTRACTOR** further agrees to provide **COUNTY** with copies of all **COUNTY** client file documents resulting from this Agreement without requiring any further written release of information.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of **COUNTY**. Within HIPAA guidelines, **COUNTY** shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

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

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Security), unemployment insurance contributions, income tax, disability insurance, and Workers' Compensation insurance.

16. **DISPUTE RESOLUTION.** Any dispute or disagreement arising out of this contract shall first be addressed and resolved at the lowest possible staff level between the appropriate representatives of the **CONTRACTOR** and of the **COUNTY**. If the dispute or disagreement cannot be resolved at this level, it is to be elevated to the **CONTRACTOR'S** Program Manager and **COUNTY'S** relevant Program Manager. If the Managers cannot resolve the dispute, they are to take the following actions:

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

17. **TERMINATION.**

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

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

Notwithstanding any other payment provision of this Agreement, **COUNTY** shall pay **CONTRACTOR** for services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall **CONTRACTOR** be paid an amount

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- in excess of the maximum budgeted amount for this Agreement as set forth in Exhibit B, or paid for profit on unperformed portions of service. **CONTRACTOR** shall furnish to **COUNTY** such financial information as, in the judgment of **COUNTY**, is necessary to determine the reasonable value of the services rendered by **CONTRACTOR**. In the event of a dispute as to the reasonable value of the services rendered by **CONTRACTOR**, the decision of **COUNTY** shall be final.
2. For Cause. Should **CONTRACTOR** default in the performance of this Agreement or materially breach any of its provisions, **COUNTY** may, at **COUNTY'S** sole option, terminate this Agreement by written notice which shall be effective upon receipt by **CONTRACTOR**.
- B. By **CONTRACTOR**. **CONTRACTOR** may, upon thirty (30) days written notice to **COUNTY**, terminate this Agreement in whole or in part at any time, whether for **CONTRACTOR'S** convenience or because of the failure of **COUNTY** to fulfill the obligations herein. Following such termination, **CONTRACTOR** shall promptly cease work and notify **COUNTY** as to the status of its performance.
18. **ENTIRE AGREEMENT, AMENDMENTS, AND MODIFICATIONS.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties. There have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be amended or modified only by the written mutual consent of the parties hereto. Any amendments or modifications that do not exceed ten percent (10%) of the Agreement's original dollar amount may be approved by the director of Alcohol, Drug & Mental Health Services. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral Agreements, course of conduct, waiver or estoppel.
19. **NON-EXCLUSIVE AGREEMENT.** **CONTRACTOR** understands that this is not an exclusive Agreement and that **COUNTY** shall have the right to negotiate and enter into contracts with others providing the same or similar services as those provided by **CONTRACTOR** as the **COUNTY** desires.
20. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of or for the benefit of any or all parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
21. **ASSIGNMENT.** **CONTRACTOR** shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of **COUNTY**. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
22. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other remedy or remedies, and each and

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

23. **NO WAIVER OF DEFAULT.** No delay or omission of the parties to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to the parties shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of either party.
24. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in State Court, or in the Federal District Court nearest to Santa Barbara County, if in Federal Court.
25. **COMPLIANCE WITH LAW. CONTRACTOR** shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of **CONTRACTOR** in any action or proceeding against **CONTRACTOR**, whether **COUNTY** be a party thereto or not, that **CONTRACTOR** has violated any such ordinance or statute, shall be conclusive of that fact as between **CONTRACTOR** and **COUNTY**.
26. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
27. **SEVERABILITY.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof. Such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
28. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts. Each counterpart shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
29. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement, and each covenant and term is a condition herein.
30. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and have complied with all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement. Furthermore, by entering into this Agreement, **CONTRACTOR** hereby warrants that it shall not have breached the

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terms or conditions of any other contract or Agreement to which **CONTRACTOR** is obligated, which breach would have a material effect hereon.

31. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.
32. **COMMUNICATION.** **CONTRACTOR** shall acknowledge in any public announcement regarding the program that is the subject of this Agreement that Santa Barbara County Alcohol, Drug, and Mental Health Department provides all or some of the funding for the program.
33. **PRIOR AGREEMENTS.** Upon execution, this Agreement supersedes all prior Mental Health Services agreements between **COUNTY** and **CONTRACTOR**.
34. **COURT APPEARANCES.** Upon request, **CONTRACTOR** shall cooperate with **COUNTY** in making available necessary witnesses for court hearings and trials, including **CONTRACTOR'S** staff that have provided treatment to a client referred by **COUNTY** who is the subject of a court proceeding. **COUNTY** shall issue Subpoenas for the required witnesses upon request of **CONTRACTOR**.
35. **NONAPPROPRIATION.** In the event that no funds, or insufficient funds, are appropriated, budgeted, or otherwise made available, **COUNTY** will immediately notify **CONTRACTOR** of such occurrence and the Agreement may be terminated by **COUNTY**. Subsequent to the termination of this agreement under this provision, **COUNTY** shall have no obligation to make payments with regard to the remainder of the term.

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THIS AGREEMENT INCLUDES:

- A. EXHIBIT A – Statement of Work
 - 1. Attachment A - SANTA BARBARA COUNTY MENTAL HEALTH PLAN, QUALITY MANAGEMENT STANDARDS
- B. EXHIBIT B - Payment Arrangements
- C. EXHIBIT B-1 – Schedule of Fees
- D. EXHIBIT B-2 – Contractor Budget Packet
- E. EXHIBIT C – Standard Indemnification and Insurance Provisions
- F. EXHIBIT D – Organizational Service Provider Site Certification
- G. EXHIBIT BAA – HIPAA Business Associate Agreement
- H. EXHIBIT E – Program Goals, Outcomes and Measures

SAMPLE

AGREEMENT

Agreement for Services of Independent **CONTRACTOR** between the COUNTY of Santa Barbara and «Contractor».

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

COUNTY OF SANTA BARBARA

By: _____
SALUD CARBAJAL
CHAIR, BOARD OF SUPERVISORS
Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy
Date: _____

By: _____
Tax Id No «TaxID».
Date: _____

APPROVED AS TO FORM:
DANIEL J. WALLACE
COUNTY COUNSEL

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

By _____
Deputy County Counsel
Date: _____

By _____
Deputy
Date: _____

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

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By _____
Director
Date: _____

By: _____
Date: _____

CONTRACT SUMMARY

BC _____

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form is not applicable to revenue contracts.

- D1. Fiscal Year «FiscalYear»
- D2. Budget Unit Number (plus –Ship/Bill codes in parenthesis) «BudgetUnit»
- D3. Requisition Number.....
- D4. Department Name..... Alcohol, Drug, and Mental Health Services
- D5. Contact Person
- D6. Telephone..... (805) 681-

- K1. Contract Type (check one): Personal Service Capital
- K2. Brief Summary of Contract Description/Purpose..... «BriefSummary»
- K3. Original Contract Amount..... «OrigAmt»
- K4. Contract Begin Date..... «ContractBeginDate»
- K5. Original Contract End Date..... «ContractEndDate»
- K6. Amendment History (leave blank if no prior amendments).....

Seq#	EffectiveDate	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose (2-4 words)

- K7. Department Project Number :
- B1. Is this a Board Contract? (Yes/No)..... Yes
- B2. Number of Workers Displaced (if any) N/A
- B3. Number of Competitive Bids (if any)..... N/A
- B4. Lowest Bid Amount (if bid) N/A
- B5. If Board waived bids, show Agenda Date..... N/A
and Agenda Item Number
- B7. Boilerplate Contract Text Unaffected? (Yes / or cite Paragraph)

- F1. Encumbrance Transaction Code..... 1701
- F2. Current Year Encumbrance Amount «OrigAmt»
- F3. Fund Number «Fund»
- F4. Department Number..... «Program»
- F5. Division Number (if applicable)
- F6. Account Number «Acct»
- F7. Cost Center number (if applicable) «Program»
- F8. Payment Terms.....

- V1. Vendor Numbers (A=Auditor; P=Purchasing).....
- V2. Payee/**CONTRACTOR** Name «Contractor»
- V3. Mailing Address «Address»
- V4. City State (two-letter) Zip (include +4 if known) «City», CA «Zip»
- V5. Telephone Number..... «Phone»
- V6. **CONTRACTOR's** Federal Tax ID Number (EIN or SSN) «TaxID»
- V7. Contact Person..... «ContrFName» «ContrlName»
- V8. Workers Comp Insurance Expiration Date «WorkComplnsExpDate»
- V9. Liability Insurance Expiration Date[s] (G=Genl; P=Prof) G «GenLiabnsExpDate» P «ProfLiabnsExpDate»
- V10. Professional License Number.....
- V11. Verified by (name of **COUNTY** staff)
- V12. Company Type (Check one): individual Sole Proprietorship Partnership Corporation

I certify information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: _____ Authorized Signature: _____

EXHIBIT A
STATEMENT OF WORK

1. **PHILOSOPHY OF CARE.**

- A. Agreement: **CONTRACTOR** and **COUNTY** mutually agree that the mission of the Systems of Care for the adult with serious mental illness and the child with serious emotional disturbances is to provide comprehensive coordinated services to improve the quality of life among people affected by serious and persistent mental illness or those that are at risk of serious emotional disturbance. This improvement can be achieved with decent housing, employment, educational opportunities, state-of-the-art treatment, and assistance to successfully cope with the daily adventure of living. The mission of the System of Care is also to reduce the stigma associated with mental illness in the community, and to facilitate the participation of consumers, family members, and members of the community in all levels of service delivery.
- B. Performance: Contract services shall conform to the **COUNTY'S** Philosophy of Care and guiding principles about how services are to be delivered. Services shall be accessible, client-directed, strength-based, collaborative, community-based, comprehensive, consistent, cost-effective, culturally competent, empowering, flexible, graduated, individualized, outcome-oriented, continuously improving, and preventive.

2. **DESCRIPTION OF SERVICES.**

- A. **Intensive In-Home Counseling (IIH)**. **CONTRACTOR** shall provide Intensive In-Home (IIH) counseling services. Intensive In-Home (IIH) counseling services are those services provided to children in the Children's System of Care (CSOC) program that are at risk of out-of-home placement.

1. **TARGET POPULATION**. The target population to be served are clients eighteen (18) years of age or younger with severe mental health disorders who meet Medi-Cal medical necessity criteria (9 CCR §1830.205).

- (a) The goal of the program is to stabilize the child and family who reside in their own home, in a foster or relative's home or who are transitioning from a group home or residential placement.
- (b) Presenting problems include physical and sexual abuse, domestic violence, grief and loss issues, child acting out behaviors, poor communication skills, mental health issues such as suicidal ideation and depression, substance abuse and truancy.

2. **SERVICE DELIVERY**. **CONTRACTOR** shall provide Mental Health Therapy, as referenced in the Client Service Plan (CSP) or Service Plan (SP).

- (a) The program goals are to improve the family's level of functioning and the quality of life for children. These goals are met through the use of various educational, behavioral, and clinical interventions. Some of the skills that are taught and modeled include coping, crisis planning,

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anger management, self-empowerment, appropriate parenting techniques.

(b) Behavior modification techniques are demonstrated and implemented with the family as a means to improve a child's behavior and provide more structure and routine to the home environment. Therapists will utilize a variety of modalities including family therapy, cognitive therapy, play therapy, & bibliotherapy. Parenting education and household management skill building will also be included.

3. **UNITS OF SERVICE.** The unit of service for treatment and billing shall be documented as a minute of service. The frequency of service will be flexible to include after-hours and weekend services. Cases will initially be authorized for twelve (12) weeks at which time a CSOC sub-team review will decide whether the case requires further intervention by an IIH therapist.
4. **SERVICE LOCATION.** The home will be the primary service location with a minimum of one time per week of individual and/or family therapy during the course of treatment. The intervention will provide concrete service delivery and crisis intervention. Each therapist will work a flexible schedule as circumstance and need require. The service will be provided by licensed Marriage and Family Therapists (MFT) or Licensed Clinical Social Workers (LCSW) or registered MFT or LCSW interns, supervised by a licensed therapist.
5. **STATUS CONFERENCE.** **CONTRACTOR** shall provide this service will be conducted in collaboration with COUNTY staff. There will be a weekly contact with the COUNTY care-coordinator regarding ongoing status of client and a treatment progress evaluation by a CSOC sub-team every 12 weeks.
6. **MEDI-CAL ELIGIBILITY.** **CONTRACTOR** shall actively participate in checking COUNTY clients' Medi-Cal eligibility status and notifying COUNTY staff if Medi-Cal eligibility has lapsed.

B. Therapeutic Foster Care Program / Enhanced Services

1. **TARGET POPULATION.** **CONTRACTOR** shall provide Therapeutic Foster Care (TFC) Program services for those CSOC clients eighteen (18) years of age or younger who have severe mental health disorders and that are at risk of out-of-county placement or those clients that are returning to the community after an out-of-county placement. The goal is to reduce at-risk behavior, stabilize the client, and to provide children with relationships that are intended to last a lifetime.
2. **SERVICE DELIVERY.** **CONTRACTOR** shall provide Therapeutic Foster Care (TFC) Program services in the home and in the community. The coordinator shall be a licensed MFT or LCSW. Family Development Specialists will have two years of appropriate experience. The frequency and duration of service will be a minimum of a once-per-week session with foster parents, a once-

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per-week session with the foster child, and 24/7 on-call support as needed. The duration of service will be from 9-18 months.

3. **UNITS OF SERVICE.** The unit of service for treatment and billing shall be documented as a minute of service. The frequency of service will be flexible to include after-hours and weekend services. The case will initially be authorized for twelve (12) weeks at which time a CSOC sub-team review will decide whether the case requires further intervention by an TFC therapist/specialist.
4. **STATUS CONFERENCE** There will be weekly contact with the **COUNTY** care coordinator regarding the ongoing status of client. There will be a monthly TFC team meeting which will include the care coordinator and any other **COUNTY** staff who are providing service to the family. There will be a treatment program evaluation and progress review by the CSOC sub-team every 12 weeks.

C. Managed Care

1. **Managed Care (Fee for Service).** **CONTRACTOR** shall provide Mental Health Services as an independent provider, to Medi-Cal beneficiaries in the community. All managed care services shall be authorized by the **COUNTY** Access Team and shall follow the Utilization Review requirements outlined by the **COUNTY** in Attachment A.
2. **TARGET POPULATION.** **CONTRACTOR** shall provide Managed Care Mental Health services to children and their families where there has been the experience or the substantial risk of child abuse, neglect, or the exposure to domestic violence. The target population to be served are clients eighteen (18) years of age or younger with severe mental health disorders who meet Medi-Cal medical necessity criteria (9 CCR §1830.205).
3. **SERVICE DELIVERY.** **CONTRACTOR** shall provide Managed Care Mental Health Services that utilize the following programs whose efficacy with this population is validated by research:
 - (a) Trauma-Focused Cognitive Behavioral Therapy (CBT);
 - (b) Parent-Child Interaction Therapy PCIT (a parent coaching modality for children whose behaviors are seriously challenging to the caregiver) and;
 - (c) The Incredible Years parent education program (for parents of children demonstrating the effects of abuse or neglect) are three offered;
 - (d) Other modalities offered are expressive therapies such as play therapy, sand-tray work, and art therapy, and cognitive-behavioral therapy. Therapists use elements of various modalities to work toward the goals identified through standardized psychological assessments

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and discussion with parents. Children are seen individually, in family units, in peer groups and in multi-family groups. Therapists act as care managers, providing access and support, care coordination, and crisis intervention as well as therapy hours.

4. **SERVICE LOCATION.** The clinic shall be the primary location of service, and home visits will also be utilized when appropriate (examples: to provide fuller assessment, ease of access to services when families have transportation difficulties, or better bonding between client and therapist.)
5. **UNITS OF SERVICE.** The unit of service for treatment and billing will be documented as a minute of service.

3. **REFERRALS.**

- A. **INTENSIVE IN-HOME PROGRAM REFERRALS.** Referrals to the IIH Program shall be made by the **COUNTY** care coordinator in conjunction with the recommendation of assessor or CSOC sub-team. The child must be a CSOC client and be at risk of out-of-home placement due to a severe mental health disorder. A Community Based Organization (CBO) Request for Service form is submitted to the IIH program manager along with a copy of the case face sheet (Form MHS 140).
 - B. **THERAPEUTIC FOSTER CARE – ENHANCED SERVICES REFERRALS.** Referrals to the TFC/ENHANCED SERVICES Program shall be made by the **COUNTY** care coordinator in conjunction with the recommendation of assessor or CSOC sub-team. The child must be a CSOC client and be at risk of out-of-home placement due to a severe mental health disorder. A Community Based Organization (CBO) Request for Service form is submitted to the IIH program manager along with case face sheet (Form MHS 140), copy of assessment, and Client Service Plan (CSP).
 - C. **REFERRAL PACKET. CONTRACTOR** shall include and maintain a referral packet within its files for each **COUNTY** client being referred and treated. This packet shall contain the following items:
 1. A copy of the **COUNTY'S** referral form.
 2. Case face sheet (Form MHS 140).
3. **INTENSIVE IN-HOME PROGRAM:**
- a) IIH program manager shall respond within a week as to the availability of IIH for client.
 - b) The parents of client must agree to treatment by IIH therapist and be available to meet with therapist regularly.

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- c) Parent's incapacity due to mental illness or active substance abuse may preclude the family from treatment.

4. Therapeutic Foster Care (TFC):

- a) The TFC coordinator will respond within a week as to the availability of a suitable TFC family for client. The suitability for placement in a certain home is a decision made with the involvement of the TFC family as well as with the client where appropriate.
- b) The gender, age and issues that a client brings may exclude the client from a given TFC home.
- c) A client may be discharged if that client is emancipated, reunified with birth family, or needs higher level of care. These decisions are made in conjunction with care coordinator and treatment team.
- d) The TFC staff will notify the referring agency two (2) weeks prior to discharge unless an incident occurs that warrants immediate removal.
- e) There will be a monthly TFC team meeting for every client in the TFC program as well as weekly contact with the care coordinator.

5. Enhanced Services

- a) The TFC coordinator will respond within a week as to the availability of a family specialist for the client and caregiver.
- b) The foster parent(s) must agree to treatment by family specialist /therapist and be available to meet with them regularly.

4. DISCHARGES. The client may be discharged when the goals of treatment have been sufficiently met or if it is deemed that no progress has been made. This decision is made in conjunction with the treatment team and decided jointly after review with the CSOC sub-team.

5. CONTRACTOR RESPONSIBILITIES. **CONTRACTOR** shall complete a brief progress note for each billable contact and maintain such note(s) in the client's file. These notes will serve as documentation for billable Medi-Cal units of service. Contractor will use On Line Progress Note (OLPN) in lieu of a electronic spreadsheet or clinician log.

6. STANDARDS.

A. **CONTRACTOR** shall adhere to the Santa Barbara County Mental Health Plan Quality Management Standards (see Attachment A).

B. **CONTRACTOR** agrees to comply with the requirements of Medi-Cal and be approved to provide Medi-Cal services based on Medi-Cal site certification (See Exhibit D).

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- C. **CONTRACTOR** is expected to make available to **COUNTY** and to Medi-Cal site certification reviewers its service protocols and data on outcome measures.
- D. **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.
- E. **CONTRACTOR** is expected to develop and maintain a written disaster plan for each site and to ensure annual training is provided to staff.
7. **CONFIDENTIALITY.** **CONTRACTOR** agrees to maintain the confidentiality of patient records pursuant to Welfare and Institutions code, Section 5328 and the Code of Federal Regulations, Title 45, Section 205.50 (requires patient, or patient representative, authorization specific to psychiatric treatment prior to release of information or a judge signed court order if patient authorization unavailable) and 45 CFR Parts 160 – 164 (privacy and security rules related to HIPAA). **CONTRACTOR** shall inform all its officers, employees, and agents of the confidentiality provisions of said statutes. Patient records must comply with all appropriate State and Federal requirements.
8. **CULTURAL COMPETENCE.** **CONTRACTOR** is expected to demonstrate their capacity to provide culturally competent services to culturally diverse clients and their families. **CONTRACTOR** is expected to report the number of bilingual and bicultural staff, as well as the number of culturally diverse clients to whom it provides services. It is also expected to provide evidence of cultural competency by providing a description of training their staff receives, changes/adaptations of their service protocol, and/or other efforts such as community education/outreach, aimed at providing culturally competent services. A report shall be submitted during the Medi-Cal site reviews.
9. **REPORTS AND CONTRACT MONITORING**
- A. **Review Meetings.** Periodic review meetings between **CONTRACTOR'S** staff and **COUNTY** staff shall be held on fiscal and overall performance activity. The Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site reviews of **CONTRACTOR'S** patient charting. The Care Coordinators shall be actively involved in the client admission and discharge planning for clients and any hearings resulting from denial of admission.
- B. **Utilization Review Process.** **CONTRACTOR** agrees to cooperate with the **COUNTY'S** utilization review process which ensures medical necessity, appropriateness and quality of care. This review may include clinical record peer review, client survey, and other utilization review program monitoring practices. **CONTRACTOR** will cooperate with these programs, and will furnish necessary assessment and treatment plan information, subject to Federal or State

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confidentiality laws, and provisions of this agreement. Additionally, **COUNTY** Quality Care Management Team may conduct periodic facilities reviews in order to assure the quality of facilities and care provided.

- C. **Other Reports.** **COUNTY** shall provide to **COUNTY** ADMHS Liaison and **CONTRACTOR** a report(s) evidencing the number of unique clients served, units of service for the quarter, number of clients discharged and number of clients admitted to the program, number of clients discharged to a higher level of care.
- D. **Beneficiary Brochure.** **CONTRACTOR** shall provide a Beneficiary Brochure and Provider list to each Medi-Cal eligible client.
- E. **FISCAL** - Contractor shall submit monthly Expenditure and Revenue Reports and Year-End Projection Reports to County. These reports shall be on a form acceptable to, or provided by, County and shall report actual costs and revenues and anticipated year-end actual costs and revenues for Contractor's program(s) or cost center(s) described in the Services section of this Exhibit A. Such reports shall be received by County no later than twenty (20) calendar days following the end of the month reported.
- F. **STAFFING** - Contractor shall submit monthly Staffing Reports to County. These reports shall be on a form acceptable to, or provided by, County and shall report actual staff hours worked by position, Documented Service Hours (DSH'S) provided by position, caseload by position, and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, and hire and/or termination date. The reports shall be received by County no later than twenty (20) calendar days following the end of the month being reported.
- G. **PROGRAMMATIC** - Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than twenty (20) calendar days following the end of the quarter being reported. Programmatic reports shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, number of active cases, number of Client's admitted/ discharged, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes. Contractor shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps will be taken to achieve satisfactory progress.
- H. **PROGRAM EVALUATION, PERFORMANCE AND OUTCOME MEASURES.** Contractor shall work with County to ensure satisfactory data collection and compliance with the Outcomes described in Exhibit E, Program Goals, Outcomes and Measures.
- I. **ADDITIONAL REPORTS** - Upon County's request, Contractor shall make such additional reports as required by County concerning Contractor's activities as

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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.

10. STATE MENTAL HEALTH PLAN REQUIREMENTS

- A. **CONTRACTOR** shall display Medi-Cal Member Services Brochures in English and Spanish in their offices. In addition, providers 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 Mental Health Plan (MHP) self addressed envelopes to be used to send grievances or appeals to ADMHS Quality Assurance department.
- B. **CONTRACTOR** shall be knowledgeable of MHP policies on Beneficiary Rights as outlined in the Medi-Cal Member Services Brochures.
- C. **CONTRACTOR** shall ensure that direct service staff attend two cultural competency trainings per fiscal year and shall retain evidence of attendance for the purpose of reporting to the Cultural Competency Coordinator.
- 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, & writing Spanish language. Additionally, interpreters and users of interpreters must attend one training per fiscal year on interpretation in the mental health field-this workshop is offered through the county at least one time per year. **Contractor** shall retain evidence of employees' attendance at these workshops.
- 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 appt within 10 business days. When not feasible, Contractor shall give the beneficiary the option to re-contact the Access team and request another provider who may be able to serve the beneficiary within the 10 business day standard).
 - 3. Providers need to be informed that the MHP Quality Assurance team of Santa Barbara County monitors 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.
- 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. As identified in the new Provider Relations Policy approved by the Director and the Executive team, the proposed process for ensuring compliance and implementing corrective actions is as follows:

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1. If **CONTRACTOR** is identified as operating outside of the compliance standards, **CONTRACTOR** shall be notified of lack of compliance with federal and state standards and shall be asked to rectify the areas in which they have been out of compliance. A copy of this notification shall be placed in the provider file. **CONTRACTORS** are expected to complete all corrections within 90 calendar days from the date of notice. This will be considered the Period of Review. The specific nature of the documentation to show evidence of compliance will be based on the infraction.
2. Following the 90 day Period of Review, should **CONTRACTOR** be unable to fulfill contractual obligations regarding compliance, Contractor shall meet with the Quality Assurance Manager within 30 calendar days to identify barriers to compliance. If an agreement is reached, the provider 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 contract, or other measures.

SAMPLE

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SANTA BARBARA COUNTY MENTAL HEALTH PLAN, QUALITY MANAGEMENT STANDARDS

1. The Medi-Cal Mental Health Plan (MHP) of Santa Barbara **COUNTY** has established the following standards for all organizational, individual, and group providers. These standards apply equally to all services delivered under the umbrella of “traditional” Short-Doyle as well as the more recent “consolidated” Medi-Cal Fee-for-Service providers. The established standards are:
 - a. Assessment
 - 1) Initial: Each individual served for sixty days or more shall have a comprehensive assessment performed and documented by the 61st day of service. This assessment shall address areas detailed in the source document, MHP’s contract with the California State Department of Mental Health.
 - 2) Update: A re-evaluation/re-assessment of key indicators will occur and be documented within the chart on an annual basis with reassessment of key clinical/functional variables. The time frame for this update is the sixty days prior to the anniversary date of the first day of the month of admission.
 - 3) A component of the Initial and/or Annual assessment is the completion of the Children’s Performance Outcome Survey (CPOS) instruments or Adult Performance Outcome Survey (APOS) instruments. In the absence of these survey instruments being completed, documentation of client refusal to participate must exist in the chart.
 - b. Specialty Use Providers: Those providers that operate as part of the continuum of care established by the Alcohol Drug and Mental Health Services (ADMHS) clinic/team and provide the assessment or most recent assessment update in order to meet the assessment requirements.
2. Plan of Care
 - a. Coordination and Service Plan (CSP): The plan of care is completed by the provider entity, which is designated by the MHP as an entity that may authorize services.

CSP: The organizations and/or gateways that authorize services through use of the CSP are: The MHP Access Team; the **COUNTY** Adult and Child Teams, traditional organizational providers and programs.
 - b. Frequency: The CSP is completed by the 61st day in all cases in which services will exceed sixty (60) days. Annually, within the sixty (60) days prior to the anniversary date of first opening a client file, this plan must be updated or re-written.
 - c. Service Plan (SP): This plan of care is written by any individual, group, or organizational provider that is authorized to deliver services to a beneficiary/client of the ADMHS system.
 - 1) Frequency: Annually the plan (CSP and/or SP) shall be updated or rewritten.

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- 2) Timeliness: The initial plan (CSP and/or SP) shall be written within sixty (60) days of initial contact. Plans shall be re-written during the sixty (60) day window that precedes the anniversary date of first opening of the client file.
- d. Content of Client Plans:
- 1) Specific, observable or quantifiable goals.
 - 2) Identify the proposed type(s) of intervention.
 - 3) Have a proposed duration of intervention(s).
 - 4) Be signed (or electronic equivalent) by: the person providing the service(s), or a person representing a team or program providing services, or a person representing the MHP providing services.
 - 5) If the above staff are not of the approved category, review by and dated co-signature of the following is required:
 - a) A physician;
 - b) a licensed/"waivered" psychologist;
 - c) a licensed/registered/"waivered" social worker;
 - d) a licensed/registered/"waivered" Marriage and Family Therapist, or
 - e) a registered nurse.
- e. Client plans shall be consistent with the diagnoses and the focus of intervention will be consistent with the client plan goals.
- f. There will be documentation of the client's participation in and agreement with the plan. This includes client signature on the plan and/or reference to client's participation and agreement in progress notes.
- g. The MHP will give a copy of the client plan to the client on request. (Each Provider must determine where and how this is documented.)
3. Progress Notes and Billing Records: The Santa Barbara ADMHS MHP services must meet the following criteria, as specified in the MHP'S contract with the California State Department of Mental Health.
 - a. All entries will include the date services were provided.
 - b. The client record will contain timely documentation of care. Services delivered will be recorded in the client record within one working day of service delivery.

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- c. Mental health staff/practitioners will use client records to document client encounters; relevant aspects of client care, including relevant clinical decisions and interventions.
- d. All entries in the client record will include the signature of the person providing the service (or electronic equivalent); the person's professional degree, licensure or job title; and the relevant identification number.
- e. The record will be legible.
- f. The client record will document referrals to community resources and other agencies, when appropriate.
- g. The client record will document follow-up care, or as appropriate, a discharge summary.
- h. Timeliness/Frequency of Progress Notes
 - i. Shall be prepared for every Service Contact including:
 - 1. Mental Health Services (Assessment, Evaluation, Collateral, Individual/Group/Family Therapy, Individual/Group/Family Rehabilitation);
 - 2. Medication Support Services;
 - 3. Crisis Intervention;
 - 4. Targeted Case Management.
 - ii. Shall be daily for:
 - 1. Crisis Residential;
 - 2. Crisis Stabilization (1x/23hr);
 - 3. Day Treatment Intensive.
 - iii. Shall be weekly for:
 - 1. Day Treatment Intensive for Clinical Summary;
 - 2. Day Rehabilitation;
 - 3. Adult Residential.
 - iv. On each shift for other services such as Psychiatric Health Facility.
- 4. EPSDT Notification. Shall be provided for any Medi-Cal beneficiary under 21 who has been admitted with an emergency psychiatric condition to a hospital with which the MHP has a contract.

5. STATE MENTAL HEALTH PLAN REQUIREMENTS

- a. **CONTRACTOR** shall display Medi-Cal Member Services Brochures in English and Spanish in their offices. In addition, providers 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 Mental Health Plan (MHP) self addressed envelopes to be

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used to send grievances or appeals to ADMHS Quality Assurance department.

- b. **CONTRACTOR** shall be knowledgeable of MHP policies on Beneficiary Rights as outlined in the Medi-Cal Member Services Brochures.
- c. **CONTRACTOR** shall ensure that direct service staff attend two cultural competency trainings per fiscal year and shall retain evidence of attendance for the purpose of reporting to the Cultural Competency Coordinator.
- 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, & writing Spanish language. Additionally, interpreters and users of interpreters must attend one training per fiscal year on interpretation in the mental health field-this workshop is offered through the county at least one time per year. **Contractor** shall retain evidence of employees' attendance at these workshops.
- e. **CONTRACTOR** shall provide timely access to care and service delivery in the following areas as required by the State MHP standards:
 - i. Where applicable, 24 hours per day, 7 days per week access to "urgent" services (within 24 hours) and "emergency" services (same day);
 - ii. Access to routine appointments (1st appt within 10 business days. When not feasible, Contractor shall give the beneficiary the option to re-contact the Access team and request another provider who may be able to serve the beneficiary within the 10 business day standard).
 - iii. Providers need to be informed that the MHP Quality Assurance team of Santa Barbara County monitors 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.
- 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. As identified in the new Provider Relations Policy approved by the Director and the Executive team, the proposed process for ensuring compliance and implementing corrective actions is as follows:
 - i. If **CONTRACTOR** is identified as operating outside of the compliance standards, **CONTRACTOR** shall be notified of lack of compliance with federal and state standards and shall be asked to

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rectify the areas in which they have been out of compliance. A copy of this notification shall be placed in the provider file. **CONTRACTORS** are expected to complete all corrections within 90 calendar days from the date of notice. This will be considered the Period of Review. The specific nature of the documentation to show evidence of compliance will be based on the infraction.

- ii. Following the 90 day Period of Review, should **CONTRACTOR** be unable to fulfill contractual obligations regarding compliance, Contractor shall meet with the Quality Assurance Manager within 30 calendar days to identify barriers to compliance. If an agreement is reached, the provider 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 contract, or other measures.

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

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FINANCIAL PROVISIONS

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

This Agreement provides for reimbursement for children's mental health services up to a Maximum Contract Amount. For Title XIX Early Periodic Screening Diagnosis and Treatment Medi-Cal (EPSDT), Title XXI Healthy Families, and all other services provided under this Agreement, Contractor will comply with all applicable requirements necessary for reimbursement in accordance with Welfare and Institutions Code §§5704-5724, and other applicable Federal, State and local laws, rules, manuals, policies, guidelines and directives.

I. PAYMENT FOR SERVICES

- A. Performance of Services. Contractor shall be compensated on a cost reimbursement basis for provision of the Units of Service (UOS) established in Exhibit B-1 based on satisfactory performance of the children's mental health services described in Exhibit A.
- B. Medi-Cal Services. The services provided by Contractor's Program described in Exhibit A are covered by the Medi-Cal Program and will be reimbursed by County from Fifty Percent (50%) Federal Financial Participation (FFP), Forty-five Percent (45%) State share (EPSDT), and Five Percent (5%) local share, as specified in Exhibit B-1.
- C. Healthy Families. The services provided by Contractor's Program described in Exhibit A may be covered by the Healthy Families Program and, as such, will be reimbursed by County from Sixty-five Percent (65%) Federal Financial Participation (FFP) and Thirty-five Percent (35%) local share, only to the extent specified in Exhibit B-1 and only when Contractor has obtained prior authorization from ADMHS to provide services to any Health Families participant. 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. Non-Medi-Cal Services. County recognizes that the services provided by Contractor's Program described in Exhibit A may be provided to individuals who are not Medi-Cal eligible and such services will be reimbursed by other County funds only 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.
- E. Limitations on Use of Funds Received Pursuant to this Agreement. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A to this Agreement. Expenses shall comply with the requirements established in OMB A-87 and applicable regulations. Violation of this provision or use of County funds for purposes other than those described in Exhibit A shall constitute a material breach of this Agreement.

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II. MAXIMUM CONTRACT AMOUNT

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

III. OPERATING BUDGET AND PROVISIONAL RATE

- A. Operating Budget. Prior to the Effective Date of this Agreement, Contractor shall provide County with an Operating Budget on a format acceptable to, or provided by County, based on costs net of revenues as described in this Exhibit B, Section IV (Accounting for Revenues). Contractor's approved Operating Budget, attached to this Agreement as Exhibit B-2, shall be used to confirm the Provisional Rate to be paid to Contractor as set forth in Exhibit B-1, for the services to be provided pursuant to this Agreement.
- B. Provisional Rate. County agrees to reimburse Contractor at a Provisional Rate (the "Provisional Rate") during the term of this Agreement. The Provisional Rate shall be established by using the rates from the Contractor's most recently filed cost report, as set forth in Exhibit B-1. At any time during the term of this agreement, Director shall have the option to adjust the Provisional Rate to a rate based on allowable costs less all applicable revenues, as reflected in Contractor's approved Operating Budget. Payment will be based on the UOS accepted into the County's MIS system on a monthly basis.
- C. Adjustment of Provisional Rates. Contractor acknowledges that the Provisional Rates shall be adjusted at the time of the settlement specified in this Exhibit B, Section VIII (Pre-Audit Cost Report Settlement).

IV. ACCOUNTING FOR REVENUES

- A. Accounting for Revenues. Contractor shall comply with all County, State, and Federal requirements and procedures, as described in WIC Sections 5709, 5710 and 5721, 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 EPSDT/Medi-Cal, Healthy Families, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Grants, and any other revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor shall also be accounted for in the Operating Budget.
- B. Internal Procedures. Contractor shall maintain internal financial controls which

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adequately ensure proper billing and collection procedures. Contractor's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. Contractor shall pursue payment from all potential sources in sequential order, with EPSDT Medi-Cal as payor of last resort. Contractor is to attempt to collect first from Medicare (if site is Medicare certified), then from insurance. 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. REALLOCATION OF PROGRAM FUNDING

Contractor shall make written application to Director, in advance, to reallocate funds as outlined in Exhibit B-1 between programs, for the purpose of meeting specific program needs or for providing continuity of care to its clients. Contractor's application shall include a narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining impact of the reallocation as may be applicable to future years. The Director's decision of whether to allow the reallocation of funds shall be in writing to Contractor prior to implementation by Contractor.

VI. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS:

- A. Submission of Claims and Invoices. Claims for services, are to be entered into the County's Management Information System (MIS) within 10 calendar days of the end of the month in which mental health services are delivered, although late claims may be submitted as needed in accordance with State and federal regulations. In addition to claims submitted into MIS, Contractor shall submit a written invoice within 10 calendar days of the end of the month in which mental health services are delivered that: i) summarizes the information submitted into MIS, including the UOS provided for the month, ii) states the amount owed by County, and iii) includes the contract number and signature of Contractor's authorized representative. Invoices shall be delivered electronically to the County designated representative or to:

Santa Barbara County Alcohol, Drug, and Mental Health Services
ATTN: Accounts Payable
300 North San Antonio Road Bldg. 3
Santa Barbara, CA 93110 –1316

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

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

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- B. Monthly Expenditure and Revenue Report and Projection Report. Contractor shall submit a monthly Expenditure and Revenue Report and Projection Report as described in the Reports Section of Exhibit A to this Agreement.
- C. Withholding Of Payment for Non-submission of MIS and Other Information. If any required MIS data, invoice or report(s) is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Director or designee. Director or designee shall review such submitted service data within sixty (60) calendar days of receipt.
- D. Withholding Of Payment for Unsatisfactory Clinical Documentation. Director or designee shall have the option to deny payment for services when documentation of clinical services does not meet minimum State and County written standards.
- E. Claims Submission Restrictions.
1. Six-Month Billing Limit. Unless otherwise determined by State or federal regulations (e.g. Medi-Medi cross-over), all original (or initial) claims for eligible individual persons under this Agreement must be received by County within six (6) months from the date of service to avoid possible payment reduction or denial for late billing. Original (or initial) claims received after this six month billing limit without an acceptable delay reason code are subject to reduction and/or denial by either the State or County. Exceptions to the six month billing limit can be made for months seven through twelve following the month in which the services were rendered if the reason for the late billing is allowed by WIC Section 14115 and Title 22, California Code of Regulations section 51008.5.
 2. No Payment for Services Provided Following Expiration/ Termination of Contract. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.
- F. Claims Certification and Program Integrity. Contractor shall certify that all UOS entered by Contractor into MIS for any payor sources covered by this Agreement are true and accurate to the best of Contractor's knowledge.
- G. Tracking of Expenses. Contractor shall inform County when seventy-five percent (75%) of the Maximum Contract Amount has been incurred based upon Contractor's own

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billing records. Contractor shall send such notice to those persons and addresses which are set forth in the Agreement, Section 2 (NOTICES).

VII. COST REPORT

- A. Submission of Cost Report. Within forty-five (45) days after the close of the Fiscal Year covered by this Agreement, Contractor shall provide County with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the prior fiscal year. The Annual Cost Report shall be prepared by Contractor in accordance with all applicable federal, state and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by Contractor shall be reported in its annual Cost Report, and shall be used to offset gross cost. Contractor shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to Director or Designee upon reasonable notice.
- B. Cost Report to be Used for Final Settlement. The Cost Report shall be the final financial and statistical report submitted by Contractor to County, and shall serve as the basis for final settlement to Contractor. Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.
- C. Withholding Payment. County shall withhold the final month's payment under this Agreement until such time that Contractor submits its complete Annual Cost Report.
- D. Penalties. In addition, failure of Contractor to submit accurate and complete Annual Cost Report(s) by the ninetieth (90th) day after the close of the Fiscal Year or the expiration or termination date of this Agreement shall result in:
1. A Late Penalty of ONE HUNDRED DOLLARS (\$100) for each day that the accurate and complete Annual Cost Report(s) is (are) not submitted. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report. The Late Penalty shall commence on the ninety-first (91st) day following either the end of the applicable Fiscal Year or the expiration or termination date of this Agreement. County shall deduct the Late Penalty assessed against Contractor from the final month's payment due under the Agreement.
 2. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred fiftieth (150th) day following either the end of the applicable Fiscal Year or the expiration or termination date of this Agreement, then all amounts covered by the outstanding Annual Cost Report(s) and paid by County to Contractor in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding shall be repaid by Contractor to County. Further, County shall terminate any current contracts entered into with Contractor for programs covered by the outstanding Annual Cost Reports.

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

VIII. PREAUDIT COST REPORT SETTLEMENT

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

IX. AUDITS, AUDIT APPEALS AND POST-AUDIT 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 the WIC Sections 14170 et. seq., authorized

EXHIBIT B

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 hereunder.

- 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 EPSDT/Medi-Cal audit, the State and County will perform a post-audit EPSDT/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.

- A. Invoice for Amounts Due. County shall issue an invoice to Contractor for any amount due County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice.

- B. Appeal. Contractor may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

EXHIBIT B-1

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

CONTRACTOR NAME: XYZ Agency **FISCAL YEAR:** 2008-09

	PROGRAM			TOTAL
	Program A	Program B	Program C	
DESCRIPTION/MODE/SERVICE FUNCTION:	NUMBER OF UNITS PROJECTED (based on history):			
Outpatient - Placement/Brokerage (15/01-09)	6,667	2,667	3,333	12,667
Outpatient Mental Health Services (15/10-09)	280,000	112,000	140,000	532,000
SERVICE TYPE: M/C, NON M/C	M/C			
UNIT REIMBURSEMENT	minute	minute	minute	
COST PER UNIT/PROVISIONAL RATE:				
Outpatient - Placement/Brokerage (15/01-09)			\$1.50	
Outpatient Mental Health Services (15/10-09)			\$1.75	

GROSS COST:	\$ 500,000	\$ 200,000	\$ 250,000	\$ 950,000
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LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)

A	PATIENT FEES				\$0
B	PATIENT INSURANCE				\$0
C	CONTRIBUTIONS				\$0
D	FOUNDATIONS/TRUSTS				\$0
E	SPECIAL EVENTS				\$0
F	OTHER (LIST):				\$0
	TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ -	\$0

MAXIMUM CONTRACT AMOUNT:	\$ 500,000	\$ 200,000	\$ 250,000	\$ 950,000
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SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT

A	MEDI-CAL/FFP	\$ 250,000	\$ 100,000	\$ 125,000	\$ 475,000
B	OTHER FEDERAL FUNDS				\$ -
C	REALIGNMENT/VLF FUNDS				\$ -
D	STATE GENERAL FUNDS				\$ -
E	COUNTY FUNDS	\$ 25,000	\$ 10,000	\$ 12,500	\$ 47,500
F	HEALTHY FAMILIES				\$ -
G	TITLE 4E				\$ -
H	AB 3632				\$ -
I	EPSDT	\$ 225,000	\$ 90,000	\$ 112,500	\$ 427,500
J	FIRST 5 GRANT				\$ -
K	MHSA				\$ -
L	OTHER (LIST):				\$ -
	TOTAL (SOURCES OF FUNDING)	\$ 500,000	\$ 200,000	\$ 250,000	\$ 950,000

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

* Medi-Cal services may be offset by AB 3632 qualifying services (funding).

** Medi-Cal services may be offset by Healthy Families qualifying services (funding) with prior ADMHS approval.

**EXHIBIT B-2
ALCOHOL, DRUG AND MENTAL HEALTH SERVICES
CONTRACTOR BUDGET PACKET**

LINE	COLUMN #	1	2	3	4	5	6
		I. REVENUE SOURCES:	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Enter PROGRAM NAME (Fac/Prog)	Enter PROGRAM NAME (Fac/Prog)	Enter PROGRAM NAME (Fac/Prog)
1		Contributions		\$ -			
2		Foundations/Trusts		\$ -			
3		Special Events		\$ -			
4		Legacies/Bequests		\$ -			
5		Associated Organizations		\$ -			
6		Membership Dues		\$ -			
7		Program Service Fees		\$ -			
8		Sales of Materials		\$ -			
9		Investment Income		\$ -			
10		Miscellaneous Revenue		\$ -			
11		ADMHS Funding		\$ -			
12		Other Government Funding		\$ -			
13		Other (specify)		\$ -			
14		Other (specify)		\$ -			
15		Other (specify)		\$ -			
16		Other (specify)		\$ -			
17		Other (specify)		\$ -			
18		Total Other Revenue (Sum of lines 1 through 17)	\$ -	\$ -	\$ -	\$ -	\$ -
		I.B. Client and Third Party Revenues:					
19		Medicare		-			
20		Client Fees		-			
21		Insurance		-			
22		SSI		-			
23		Other (specify)		-			
24		Total Client and Third Party Revenues (Sum of lines 19 through 23)	-	-	-	-	-
25		GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 24)	-	-	-	-	-



**EXHIBT B-2
ALCOHOL, DRUG AND MENTAL HEALTH SERVICES
CONTRACTOR BUDGET PACKET**

LINE #	COLUMN #	1	2	3	4	5	6
		III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Enter PROGRAM NAME (FiscProg)	Enter PROGRAM NAME (FiscProg)	Enter PROGRAM NAME (FiscProg)
26		Salaries (Complete Staffing Schedule)		\$ -			
27		Employee Benefits		\$ -			
28		Consultants		\$ -			
29		Payroll Taxes		\$ -			
30		Personnel Costs Total (Sum of lines 26 through 29)	\$ -	\$ -	\$ -	\$ -	\$ -
31		Professional Fees		\$ -			
32		Supplies		\$ -			
33		Telephone		\$ -			
34		Postage & Shipping		\$ -			
35		Occupancy (Facility Lease/Rent/Costs)		\$ -			
36		Rental/Maintenance Equipment		\$ -			
37		Printing/Publications		\$ -			
38		Transportation		\$ -			
39		Conferences, Meetings, Etc		\$ -			
40		Insurance		\$ -			
41		Other (specify)		\$ -			
42		Other (specify)		\$ -			
43		Other (specify)		\$ -			
44		Other (specify)		\$ -			
45		Other (specify)		\$ -			
46		SUBTOTAL DIRECT COSTS	\$ -	\$ -	\$ -	\$ -	\$ -
		III. INDIRECT COSTS					
47		Administrative Indirect Costs		\$ -			
48		GROSS DIRECT AND INDIRECT COSTS (Sum of lines 46+ 47)	\$ -	\$ -	\$ -	\$ -	\$ -



EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

1. INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

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

CONTRACTOR shall notify the **COUNTY** immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

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

CONTRACTOR shall notify the **COUNTY** immediately in the event of any accident or injury arising out of or in connection with this Agreement.

2. INSURANCE

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

EXHIBIT C

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

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

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

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

If the policy providing liability coverage is on a 'claims-made' form, the **CONTRACTOR** is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the

EXHIBIT C

COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

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

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

3. In the event the **CONTRACTOR** is not able to comply with the **COUNTY'S** insurance requirements, **COUNTY** may, at their sole discretion and at the **CONTRACTOR'S** expense, provide compliant coverage.

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

EXHIBIT D

ORGANIZATIONAL SERVICE PROVIDER SITE CERTIFICATION

COMPLIANCE REQUIREMENTS

1. **CONTRACTOR** hereby represents and warrants the following, as applicable:
 - 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.
 - 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 beneficiaries and staff.
 - E. **CONTRACTOR** has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, and procedures for reporting unusual occurrences relating to health and safety issues.
 - F. The **CONTRACTOR** maintains client records in a manner that meets the requirements of the **COUNTY** pursuant to the latest edition of the California State Mental Health Plan, and applicable state and federal standards.
 - G. **CONTRACTOR** has staffing adequate to allow the **COUNTY** to claim federal financial participation for the services the **CONTRACTOR** delivers to beneficiaries.
 - H. **CONTRACTOR** has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
 - I. **CONTRACTOR** has, as a head of service, a licensed mental health professional or rehabilitation specialist.
 - J. For **CONTRACTORS** that provide or store medications, the **CONTRACTOR** stores and dispenses medications in compliance with all pertinent State and Federal standards, specifically:
 1. All drugs obtained by prescription are labeled in compliance with Federal and State laws. Prescription labels may be altered only by authorized personnel.
 2. Drugs intended for external use only or food stuffs are stored separately from drugs for internal use.

EXHIBIT D

3. All drugs are stored at proper temperatures. Room temperature drugs should be stored at 59 – 86 degrees Fahrenheit, and refrigerated drugs must be stored at 36 – 46 degrees Fahrenheit.
 4. Drugs are stored in a locked area with access limited only to those medical personnel authorized to prescribe, dispense, or administer medication.
 5. Drugs are not retained after the expiration date. IM (Intramuscular) multi-dose vials are to be dated and initialed when opened.
 6. A drug log is to be maintained to ensure the **CONTRACTOR** disposes of expired, contaminated, deteriorated, and abandoned drugs in a manner consistent with State and Federal laws.
 7. **CONTRACTOR'S** Policies and Procedures manual addresses the issues of dispensing, administration and storage of all medications.
2. **CERTIFICATION** - On-site certification is required every two (2) 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 when medications will 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.
3. 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.

Exhibit BAA
HIPAA Business Associate Agreement

1. Use and Disclosure of Protected Health Information

Except as otherwise provided in this Exhibit, the Contractor may use or disclose Protected Health Information (“PHI”)¹ to perform functions, activities or services for or on behalf of the County, as specified in the underlying agreement, provided that such use or disclosure does not violate HIPAA or other law. The uses and disclosures of PHI may not exceed the limitations applicable to the County under the regulations except as authorized for management, administrative or legal responsibilities of the Contractor. PHI includes without limitation “Electronic Protected Health Information” (“EPHI”)²

2. Requirement to Train Own Employees

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

3. Further Disclosure of PHI

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

4. Safeguarding PHI

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

- (1) Encrypting EPHI that it stores and transmits;
- (2) Implementing strong access controls, including physical locks, firewalls, and strong passwords;
- (3) Using antivirus software that is upgraded regularly;
- (4) Adopting contingency planning policies and procedures, including data backup and disaster recovery plans; and
- (5) Conducting periodic security training.

5. Unauthorized Use or Disclosure of PHI

¹ “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

² “Electronic Protected Health Information” means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media, Exhibit BAA HIPAA Business Associate Agreement

Exhibit BAA
HIPAA Business Associate Agreement

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

6. Agents and Subcontractors of the Business Associate

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

7. Access to PHI

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

8. Amendments to Designated Record Sets

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

9. Documentation of Uses and Disclosures

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

10. Accounting of Disclosures

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

11. Records Available to Covered Entity and Secretary

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

12. Destruction of PHI

(1) Upon termination of the underlying Agreement for any reason, the Contractor shall:

Exhibit BAA
HIPAA Business Associate Agreement

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

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

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

13. Amendments

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

14. Mitigation of Disallowed Uses and Disclosures

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

15. Termination of Agreement

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

16. Definitions

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

17. Interpretation

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

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

Therapeutic Foster Care; Intensive In-Home Services; Therapeutic Aid Programs; Therapeutic Behavioral Services, Wraparound Programs (SB 163); School-Based Mental Health Programs (CTE students only)

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