AGREEMENT

FOR SERVICES OF INDEPENDENT CONTRACTOR

BC **15-047**

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 Telecare Corporation with an address at 1080 Marina Village Parkway, Suite 100, Alameda, CA (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

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

1. DESIGNATED REPRESENTATIVE

Medical Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Marshall Langfeld at phone number 510-337-7950 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

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

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

To Contractor:
Marshall Langfeld, CFO/Vice President
Telecare Corporation
1080 Marina Village Parkway, Suite 100
Alameda, CA 94501
FAX: 510-337-7969

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

3. SCOPE OF SERVICES

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

4. TERM

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

5. COMPENSATION OF CONTRACTOR

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

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION

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

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

9. TAXES

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

10. CONFLICT OF INTEREST

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

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

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

12. NO PUBLICITY OR ENDORSEMENT

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

13. COMMUNICATION.

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

14. COUNTY PROPERTY AND INFORMATION

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

15. RECORDS, AUDIT, AND REVIEW

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

If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification. The provisions of the Records, Audit, and Review Section shall survive any expiration or termination of this Agreement.

16. INDEMNIFICATION AND INSURANCE

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

17. NONDISCRIMINATION

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

18. NONEXCLUSIVE AGREEMENT

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

19. NON-ASSIGNMENT

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

20. TERMINATION

A. **By County**. County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.

1. **For Convenience**. County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.

2. **For Nonappropriation of Funds**.

A. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make

payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.

B. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.

C. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

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

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

C. Upon termination, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial

information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

21. SECTION HEADINGS

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

22. SEVERABILITY

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

23. REMEDIES NOT EXCLUSIVE

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

24. TIME IS OF THE ESSENCE

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

25. NO WAIVER OF DEFAULT

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

26. ENTIRE AGREEMENT AND AMENDMENT

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

the director of Alcohol, Drug & Mental Health Services. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

27. SUCCESSORS AND ASSIGNS

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

28. COMPLIANCE WITH LAW

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

29. CALIFORNIA LAW AND JURISDICTION

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

30. EXECUTION OF COUNTERPARTS

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

31. AUTHORITY

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

32. SURVIVAL

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

33. PRECEDENCE

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

34. COMPLIANCE WITH HIPAA

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

35. COURT APPEARANCES.

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

36. PRIOR AGREEMENTS.

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

AGREEMENT

THIS AGREEMENT INCLUDES:

1. EXHIBIT A– Statement of Work
   - I. A-1: Statement of Work – McMillan Ranch
   - II. A-2: Statement of Work – CARES North Residential
   - III. A-3: Statement of Work –Santa Maria ACT
   - IV. Attachment A – Santa Barbara County Mental Health Plan, Quality Management Standards
   - V. Attachment D – Organizational Service Provider Site Certification
   - VI. Attachment E – Program Goals, Outcomes, and Measures
2. EXHIBIT B – Financial Provisions
   - I. EXHIBIT B-1 – Schedule of Rates and Contract Maximum – MH
   - II. EXHIBIT B-2 – Contractor Budget
3. EXHIBIT C – Standard Indemnification and Insurance Provisions

AGREEMENT

Agreement for Services of Independent Contractor between the County of Santa Barbara and Telecare Corporation.

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

COUNTY OF SANTA BARBARA

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: _____

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

By: _____
Deputy Clerk

Date: _____

CONTRACTOR
TELECARE CORPORATION

By:_____

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By_____
Deputy County Counsel

Date: _____

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

By_____
Deputy

Date: _____

RECOMMENDED FOR APPROVAL:
ALCOHOL, DRUG, AND MENTAL HEALTH SERVICES
TAKASHI WADA, MD, MPH
INTERIM DIRECTOR

By_____
Director

Date: _____

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By: _____

Date: _____

EXHIBIT A – Mental Health

STATEMENT OF WORK

This Exhibit A includes the following attachments:

1. EXHIBIT A– Statement of Work

   I. A-1: Statement of Work – McMillan Ranch

   II. A-2: Statement of Work – CARES North Residential

   III. A-3: Statement of Work –Santa Maria ACT

   IV. Attachment A – Santa Barbara County Mental Health Plan, Quality Management Standards

   V. Attachment D – Organizational Service Provider Site Certification

   VI. Attachment E – Program Goals, Outcomes, and Measures

EXHIBIT A – Mental Health

STATEMENT OF WORK

The following terms shall apply to all programs operated under this Agreement, included as Exhibits A-1 through A-3, as though separately set forth in the scope of work specific to each Program.

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

2. **STAFF.**

   A. Staff shall be trained and skilled at working with persons with serious mental illness (SMI), shall adhere to professionally recognized best practices for rehabilitation assessment, service planning, and service delivery, and shall become proficient in the principles and practices of Integrated Dual Disorders Treatment.

   B. Contractor shall ensure that staff identified on the Centers for Medicare & Medicaid Services (CMS) Exclusions List or other applicable list shall not provide services under this Agreement nor shall the cost of such staff be claimed to Medi-Cal.

   C. County shall review Contractor's staff upon assignment to ADMHS-funded programs, and only staff approved by County shall provide services under this Agreement.

   D. Contractor shall notify County of any staffing changes as part of the monthly Staffing Report. Contractor shall notify the designated County Liaison and County Quality Assurance Division within one business day when staff separates from employment or is terminated from working under this Agreement.

   E. At any time prior to or during the term of this Agreement, the County may require that Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

   F. County may request that Contractor's staff be immediately removed from working on the County Agreement for good cause during the term of the Agreement.

   G. County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County, or whose conduct is incompatible with County facility access.

   H. Disqualification, if any, of Contractor staff, pursuant to this Section, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

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

   A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws,

ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to Alcohol, Drug, and Mental Health Services (ADMHS) Quality Assurance/Utilization Management (QA/UM) Division, upon request.

B. Contractor shall ensure that all staff providing services under this Agreement retain active licensure. In the event license status cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement.

C. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall keep fully informed of and in compliance with all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities.

4. **REPORTS.**

A. **Risk Assessment.** Contractor shall administer a risk assessment to each Client within the first 24 hours following admission or as frequently as necessary as determined by the Team, or when a resident exceeds the average length of stay.

B. **30 Day Follow-Up.** Contractor, in collaboration with County, shall develop a 30 Day follow-up questionnaire which Contractor shall administer to Clients 30 days post discharge. Contractor shall report the results of Client 30 Day Follow-Up to County on a quarterly basis.

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

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

1. The number of active cases and number of clients admitted/ discharged,

2. The Measures described in Attachment E, Program Goals, Outcomes and Measures.

3. Contractors receiving MHSA-funding shall track and report the following to County in Contractor's Quarterly Programmatic Report per MHSA requirements:

a) Client age;

b) Client zip code;

c) Number of types of services, groups, or other services provided;

d) Number of clients served in which language (English/Spanish/Other);

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

E. **Additional Reports.** Contractor shall maintain records and make statistical reports as required by County and the State Department of Health Care Services or applicable agency, on forms provided by either agency. Upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.

5. **CLIENT AND FAMILY MEMBER EMPOWERMENT.** Contractor agrees to support active involvement of clients and their families in treatment, recovery, and policy development.

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

7. **STANDARDS.**

A. Contractor agrees to comply with all Medi-Cal requirements, including, but not limited to those specified in Attachment A, and be approved to provide Medi-Cal services based on Medi-Cal site certification, per Attachment D, Organizational Service Provider Site Certification.

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

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

8. **CONFIDENTIALITY.** Contractor agrees to maintain the confidentiality of patient records pursuant to 45 CFR §205.50 (requires authorization from patient, patient representative, or a judge signed court order if patient authorization unavailable, prior to any release of information related to patient's medical data including psychiatric treatment records), and Section 11 of this Agreement. Patient records must comply with all appropriate State and Federal requirements.

9. **CULTURAL COMPETENCE.**

A. Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:

1. The number of culturally diverse clients receiving Program services;

2. Efforts aimed at providing culturally competent services such as training provided to staff, changes or adaptations to service protocol, community education/Outreach, etc.

B. At all times, the Contractor's Program(s) shall be staffed with personnel who can communicate in the client preferred language, or Contractor shall provide interpretation services.

C. Contractor shall maintain Spanish bilingual capacity with the goal of filling 40% of direct service positions with bilingual staff in County's second threshold language, Spanish. Contractor shall provide staff with regular training on cultural competency, sensitivity and the cultures within the community, pursuant to Attachment A.

D. Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must be printed in Spanish (second threshold language).

E. Services and programs offered in English must also be made available in Spanish.

F. A measureable and documented effort must be made to conduct outreach to and to serve the underserved and the non-served communities of Santa Barbara County, as applicable.

10. **NOTIFICATION REQUIREMENTS.**

A. Contractor shall immediately notify County Designated Representative in the event of any suspected or actual misappropriation of funds under Contractor's control; known serious complaints against licensed/certified staff; restrictions in practice or license/certification as stipulated by a State agency; staff privileges restricted at a hospital; legal suits initiated specific to the Contractor's practice; initiation of criminal investigation of the Contractor; or other action instituted which affects Contractor's license/certification or practice (for example, sexual harassment accusations).

B. Contractor shall immediately notify the County Designated Representative in the event a client with a case file (episode) open to the County presents any of the following client indices: suicidal risk factors, homicidal risk factors, assaultive risk factors, side effects requiring medical attention or observation, behavioral symptoms presenting possible health problems, or any behavioral symptom that may compromise the appropriateness of the placement.

C. Contractor shall immediately notify the County Designated Representative, regardless of whether the client has a case file (episode) open with the County, should any of the following events occur: death, fire setting, police involvement, media contact, any behavior leading to potential liability, any client behavioral symptom that may compromise the appropriateness of the placement.

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

11. **UTILIZATION REVIEW.**

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

B. Contractor shall identify a senior staff member who will be the designated ADMHS QA/UM contact and will participate in monthly or quarterly provider QA/UM meetings, to review current and coming quality of care issues.

12. **PERIODIC REVIEW.** County shall assign senior management staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, fiscal and overall performance activity. The Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site and/or electronic reviews of Contractor's clinical documentation.

13. **ADDITIONAL PROGRAM REQUIREMENTS FOR MHSA-FUNDED PROGRAMS.** In accepting MHSA funding for the Program, Contractor shall adhere to the following MHSA principals:

A. Cultural Competence. Adopting behaviors, attitudes and policies that enable providers to work effectively in cross-cultural situations.

B. Client and Family Driven System of Care. Clients and families of clients identify needs and preferences that result in the most effective services and support.

C. Community Collaboration. Individuals, families, agencies, and businesses work together for a shared vision.

D. Integrated Service Experiences. Services for clients and families are "seamless," limiting the need for negotiating with multiple agencies and funding sources.

E. Focus on Wellness. Includes recovery and resilience: people diagnosed with a mental illness are able to live, work, learn and participate fully in their communities.

EXHIBIT A-1
Statement of Work
McMillan Ranch

1. **PROGRAM SUMMARY: MCMILLAN RANCH.** The McMillan Ranch Intensive Residential Program (hereafter "the Program") provides twenty-four hour, structured mental health rehabilitation services, residential care and room and board to adults (aged 18 and older) with Serious Mental Illness (SMI) at high risk for acute inpatient or long-term residential care. The Program shall be licensed as an Adult Residential Facility by the California Department of Social Services Community Care Licensing Division (CCLD). The Program shall be located in Santa Maria, California.

2. **PROGRAM GOALS.**

   A. To maintain the client's residential placement at the lowest appropriate level, and/or enable client to successfully move to a lower level of care;

   B. Connect clients to social services and community resources;

   C. Assist clients to develop independent living skills; including support clients to develop skills necessary for self care, medication management, and use of community transportation;

   D. Successfully engage and stabilize clients transitioning from Institutes for Mental Diseases (IMDs), Acute Care Facilities or other residential settings;

   E. Provide 24/7 supports to manage crisis;

   F. Adopt a "whatever it takes" approach to preserve this placement as the client's home until a more independent living environment is chosen.

3. **SERVICES.** Contractor shall provide twenty-four (24) hours per day, seven (7) days per week psychiatric rehabilitation, residential care and room and board for ten (10) clients residing at the Program. Contractor shall admit clients referred by County as described in Section 7, Referrals, and shall provide the following services:

   A. Contractor shall provide the following mental health services, as needed, to Program clients:

      1. **Crisis Intervention.** Crisis intervention is a service lasting less than 24 hours, to or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit, as defined in Title 9 California Code of Regulations (CCR) Section 1810.209. Service activities include, but are not limited to: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site and staffing requirements as defined in Sections 1840.338 and 1840.348 (CCR). Contractor shall be available 24 hours per day, 7 days per week to provide crisis intervention services.

         a. When clients have an emergent need while at the Program, Contractor shall work to manage the client's needs to prevent crisis. If crisis assistance is needed, Contractor will work directly with Santa Maria Assertive Community Treatment (ACT) staff to engage in a supported response to the client's needs.

b. Contractor shall ensure that experienced Program staff with skill in crisis-intervention procedures shall be available to respond to requests by the County Crisis and Recovery Emergency Services (CARES) in the event that clients experiencing crisis present to CARES and specialty knowledge from the Program is required. If a physical response is required, staff shall arrive no later than 30 minutes from the time of the call.

2. **Therapy.** Therapy is a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments, as defined in Title 9 CCR Section 1810.250. Therapy may be delivered to an individual and may include family therapy at which the client is present.

3. **Rehabilitation.** Rehabilitation is defined as a service activity that includes but is not limited to, assistance in improving, maintaining or restoring a client's or a group of clients' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources, and/or medication education, as defined in Title 9 CCR Section 1810.243.

4. **Collateral.** Collateral services are delivered to a client's significant support person(s) for the purpose of meeting the needs of the client and achieving the goals of the client's client service plan, as defined in Title 9 CCR Section 1810.206. A significant support person is a person who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians or representatives of a client, a person living in the same household as the client, the client's spouse, and the relatives of the client. Collateral may include, but is not limited to, family counseling with the significant support person(s), consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the client, and consultation and training of the significant support person(s) to assist in better understanding of mental illness. The client need not be present for this service activity. Consultation with other service providers is not considered a Collateral service.

5. **Assessment**. Assessment is designed to evaluate the current status of a client's mental, emotional or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the client's clinical history; analysis of relevant cultural issues and history; diagnosis; and use of testing procedures, as defined in Title 9 CCR Section 1810.204.

6. **Plan Development.** Plan development consists of developing client plans, approving client plans, and/or monitoring the client's progress, as defined in Title 9 CCR Section 1810.232.

B. **Activities of Daily Living.** Contractor shall provide Activities of Daily Living (ADL) support, including:

1. Assisting clients in developing and maintaining knowledge of medications, skills in self administration of medication and compliance with medication treatment;

2. Accessing and using laundry facilities (both in-home and coin-operated facilities);

3. Maintaining clean and well kept living quarters, this shall include assigning household chores to be completed weekly;

4. Practicing good personal hygiene; including physical health, such as hygiene, prevention and management of medical condition(s);

5. Scheduling and keeping appointments;

6. Learning and practicing psychosocial skills, such as effective interpersonal communication and conflict resolution.

C. **Skill Building.** Contractor shall provide skill building in Social and Recreational Activities, including:

1. Providing structured direction so clients learn how to engage in group activities that can provide meaningful social connections with others;

2. Providing structured direction so clients learn how to engage in community activities to prepare for more independent living;

3. Assisting clients to:

   a. Identify, access and independently participate in social and/or recreational activities in the community with the goal of encouraging and promoting positive interaction with others, physical exercise and participating in health-related activities;

   b. Develop conversational skills;

   c. Access activities that are cost-appropriate to the client's budget;

4. Instructing clients how to access necessary services for routine, urgent, or emergency needs. Contractor shall assist clients in learning how to access community services for on-going supports (i.e. alcohol and drug programs, outpatient mental health treatment services, routine medical services, etc.), CARES for psychological emergencies, and hospital emergency rooms for medical emergencies;

5. Assist clients in developing skills to use natural supports for transportation and community recreational resources (i.e. YMCA, Adult Education, etc.) which afford clients opportunities to practice the skills they are developing and/or learning;

6. Contractor shall provide family psychoeducational activities such as education to the family regarding mental illness, medications, and recognizing symptoms;

7. Contractor shall provide work-related support services to help clients who want to find and maintain employment in community-based job sites as well as educational supports to help clients who wish to pursue the educational programs necessary for securing a desired vocation.

   a. Program staff assist clients find employment that is part- or full-time, temporary or permanent, based on the unique interests and needs of each client. As often

as possible, however, employment should be in real life, independent integrated settings with competitive wages.

b. Services shall include but not be limited to:

i. Assessment of the effect of the client's mental illness on employment or educational learning, with identification of specific behaviors that interfere with the client's work or learning performance and development of interventions to reduce or eliminate those behaviors;

ii. Development of an ongoing supportive educational or employment rehabilitation plan to help each client establish the skills necessary to find and maintain a job or to remain in an educational setting;

iii. Individual supportive therapy to assist clients to identify and cope with symptoms of mental illness that may interfere with work performance or learning;

iv. Work-related supportive services, such as assistance with grooming or personal hygiene, securing of appropriate clothing, wake-up calls, transportation, etc.

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

1. Medical and dental services (e.g. having and effectively using a personal physician and dentist);

2. Financial entitlements;

3. Social services;

4. Legal advocacy and representation.

E. **Vocational Skills.** Contractor shall assist clients improve and enhance their vocational skills, including:

1. Accessing and using public transportation;

2. Accessing and using public libraries;

3. Accessing and using educational and vocational resources (i.e. community colleges, Vocational Rehabilitation, etc.)

F. **Budgeting.** Contractor shall assist client with developing individual budgets based on income and expenses and assisting clients with managing finances, including bill-paying and living on fixed incomes.

G. **Cooking and Meal Planning.** Contractor shall assist clients develop skills related to cooking and meal planning, including:

1. Learning and developing healthy eating habits;

2. Learning to maintain a safe and sanitary kitchen;

3. Shopping for and preparing meals with the assistance of Program staff.

4. **CLIENTS/PROGRAM CAPACITY.**

A. Contractor shall provide the services described in Section 3 to a caseload of ten (10) clients.

B. Clients shall be individuals with SMI whose symptoms of mental illness cause the most substantial levels of disability and functional impairment. Due to the severity of their symptoms and functional issues, individuals who receive these services are in the greatest need for rehabilitative services in order to live successfully in the community and achieve their personal recovery goals. Multiple barriers to successful functioning are common in this group and may include: co-occurring substance abuse or dependence, homelessness, unemployment, out-of-control illness management, frequent and persistent use of hospital emergency departments and inpatient psychiatric treatment, and problems with the legal system.

5. **ADMISSION CRITERIA.**

A. Clients shall be individuals with SMI who are transitioning from Institutes for Mental Disease (IMDs) or as otherwise approved by the ADMHS Medical Director;

B. Program clients should have symptoms that seriously impair their functioning in independent living community settings. Because of mental illness, the client has substantial disability and functional impairment as indicated by an assessment of level 3 or 4 on the Level of Care and Recovery Inventory (LOCRI);

C. Priority should be given to clients with long term psychiatric disabilities such as schizophrenia, other psychotic disorders and bipolar disorders.

6. **LENGTH OF STAY/SERVICE INTENSITY.**

A. Contractor shall review cases at least every ninety (90) days, to include client service plan development, effectiveness of interventions and, as applicable, discharge planning;

B. Contractor shall work with County to develop goals for encouraging clients to move to lower levels of supportive housing or community support.

7. **REFERRALS**.

A. Contractor shall admit clients seven (7) days per week;

B. Contractor shall admit and provide services to clients referred by County treatment teams in order for those services to be reimbursed by County.

C. **Admission Process.**

1. Contractor shall notify County that a program slot has been vacated as described in Section 9.

2. County Program Manager shall thoroughly review open cases to determine those appropriate for placement.

3. County Program Manager shall send the Referral Packet, described in Section 7.D, for the selected client to Contractor.

4. Contractor shall respond to referrals within five (5) days from the date of receipt of the referral.

5. Contractor shall interview client referred by County. Referrals may also require CCLD approval if there is an exception needed for admission for residential treatment.

6. In the event a referral is not accepted per Section 7.E, Contractor shall notify County in writing of the reason for not accepting the referral.

D. **REFERRAL PACKET.** Contractor shall maintain a referral packet within its files (hard copy or electronic), for each client referred and treated, which shall contain the following items:

1. A copy of the County referral form;

2. A client face sheet;

3. A copy of the most recent comprehensive assessment and/or assessment update;

4. A copy of the most recent medication record and health questionnaire;

5. A copy of the currently valid Coordination and Service Plan (CSP) indicating the goals for client enrollment in the Program and which names Contractor as service provider;

6. Client's Medi-Cal Eligibility Database Sheet (MEDS) file printout will be provided to Contractor in the initial Referral Packet. Thereafter, it will be Contractor's responsibility to verify continued Medi-Cal eligibility;

7. Other documents as reasonably requested by County.

E. **EXCLUSION CRITERIA AND PROCESS.** On a case-by-case basis, the following may be cause for client exclusion from the Program, subject to approval by the ADMHS Division Chief in collaboration with Contractor: individual's recent history (within six (6) months) of, or facing charges of, violent crime or sexual predation; individuals with restricted health conditions as defined by CCLD and those who are not classified as "ambulatory"; individuals with Anti-Social Personality Disorder.

8. **DOCUMENTATION REQUIREMENTS.**

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

1. Client's recovery goals or recovery vision, which guides the service delivery process;

2. Objectives describing the skills and behaviors that the client will be able to learn as a result of the Program's behavioral interventions;

3. Interventions planned to help the client reach their goals.

B. Contractor shall provide services as determined by each client's Coordinated Service Plan (CSP) and Action Plan. The Action Plan shall align with the overall goals of the client's CSP. Copies of clients' Action Plans shall be provided to County upon completion and upon any further updates or revisions, as applicable.

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

A. County shall participate in the development of discharge plans, and shall provide assistance to clients in completion of their plan. Contractor and County shall collaborate in planning for discharge and transition;

B. Clients and their families shall be involved as much as possible in the discharge and graduation process;

C. Contractor shall notify County within five (5) days of any pending discharge;

D. County shall receive a copy of the final discharge plan;

E. Contractor shall notify County of final discharge date within one (1) business day;

F. Residential clients may be discharged by Contractor according to CCLD requirements.

EXHIBIT A-2
Statement of Work
CARES North Residential

1. **PROGRAM SUMMARY: CARES North Residential.** North County Crisis and Recovery Emergency Services (CARES) Residential Program (hereafter "the Program") provides short-term crisis residential services. The Program shall be licensed as a Social Rehabilitation Facility by the California Department of Social Services Community Care Licensing Division (CCLD). The Program will be located at 212 Carmen Lane Suite 201, Santa Maria, California.

2. **SERVICES.**

   A. Contractor shall provide services 24 hours per day, 7 days per week and 365 days per year to adults in crisis due to mental health or Co-Occurring substance abuse conditions. Services offered to program clients include, but are not limited to:

      1. **Crisis Residential Treatment Service**. Crisis Residential Treatment Service means therapeutic or rehabilitative services provided in a non-institutional residential setting which provides a structured program as an alternative to hospitalization for beneficiaries experiencing an acute psychiatric episode or crisis who do not have medical complications requiring nursing care. The service includes a range of activities and services that support beneficiaries in their efforts to restore, maintain, and apply interpersonal and independent living skills, and to access community support systems. The service is available 24 hours a day, seven days a week. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation, collateral, and crisis intervention, as defined in Title 9 CCR Section 1810.208;

      2. Assessment including evaluation of mental health and co-occurring substance abuse conditions;

      3. Crisis intervention including emotional support and de-escalation of crisis situations;

      4. Gathering information from the client, family members, and professionals already serving the client (collateral);

      5. Development of a service/recovery plan;

      6. Temporary respite for clients from living situations contributing to the crisis;

      7. Social model detox (decreasing drug & alcohol acuity) for clients with acute mental health symptoms as permitted by regulations governing facility operations;

      8. Assist resident clients in the self-administration of medications and provide medication management and support services;

      9. Brief treatment including crisis intervention and stabilization, individual, family, and group counseling & rehabilitation;

      10. Education about mental disorders, Co-Occurring substance abuse conditions, and community resources;

11. Case management, linkage and referral including assistance with obtaining entitlements, community housing, community treatment resources, referral to appropriate medical services;

12. Drug testing for alcohol and other drug intoxication or influence at discharge, if recommended by the Treatment Team[1];

13. Intensive planning and implementation of integrated aftercare services in the community leading to departure from the Crisis Residential Facility, including linkage to natural supports. Prior to discharge Contractor shall provide a Recovery Plan for each client.

B. Services **not** provided at CARES North Residential include:

1. Medical detox;

2. Methadone or LAAM Narcotic Treatment Program;

3. Involuntary detention;

4. Services to individuals with substantial primary medical needs (restricted health conditions);

5. Ongoing treatment for individuals not in crisis/not in recovery from crisis.

3. **CLIENTS.** Contractor shall provide 12 crisis residential beds, as described in Section 2, to approximately 625 adults ages 18 and over experiencing mental health crisis annually. Clients served may have Co-Occurring substance abuse conditions.

4. **LENGTH OF STAY**.

A. Contractor shall ensure that no client's length of stay exceeds 30 days.

B. Contractor and County CARES North management staff will provide a medical necessity structured and written review of individual cases every seven (7) days until discharge.

5. **REFERRALS.**

A. **ADMISSION PROCESS**.

1. Contractor shall admit clients as directed by County which shall include referrals by County-operated CARES programs, ADMHS clinics and QA/Hospital Liaison staff.

2. Referral source shall ensure clients have a completed Pre-placement Appraisal Information form (LIC 603), Physician's Report for Community Care (LIC 602), a functional Capability Assessment (LIC9172), documented Tuberculosis screening and conservator/guardian written approval (when applicable) prior to admission to the program.

[1] Testing for alcohol and other drugs is to be conducted in compliance with ADMHS Alcohol & Drug Program's "Drug Testing Policy & Procedures" posted at the ADMHS website <www.countyofsb.org/ADMHS> (click on "C.A.R.E.S. Projects").

B. **REFERRAL PACKET.** Contractor shall maintain a referral packet within its files (hard copy or electronic), for each client referred and treated, which shall contain the following items:

1. A copy of the County referral form;

2. A client face sheet;

3. A copy of the most recent comprehensive assessment and/or assessment update;

4. A copy of the most recent medication record and health questionnaire;

5. A copy of the currently valid Coordination and Service Plan (CSP) indicating the goals for client enrollment in the program and which names Contractor as service provider;

6. Other documents as reasonably requested by County**.**

C. **EXCLUSION CRITERIA AND PROCESS.** On a case-by-case basis as determined by the referral source, the following may be cause for exclusion from the program: individual's history of, or facing charges of, violent crime or sexual predation; individuals with infectious disease, contagious conditions, substantial primary medical needs (restricted health conditions); individual's extensive history of fire setting.

6. **DISCHARGES.**

A. Contractor shall work closely with each client to establish a written discharge plan that is responsive to the client's needs and personal goals. Contractor and County shall collaborate in planning for discharge and transition;

B. Clients and their families shall be involved as much as possible in the discharge and graduation process;

C. County shall receive a copy of the final discharge plan;

D. Clients may be discharged by Contractor according to CCLD requirements;

E. Contractor shall provide drug testing, as described in Section 2, and referral to aftercare services.

7. **STAFFING.** Contractor shall establish and employ a service delivery team for the program, as follows:

A. 1.0 FTE Administrator who is a Licensed Practitioner of the Health Arts (LPHA). Individuals with the following license(s) are LPHAs: psychiatrists, psychologists, licensed clinical social workers (LCSW), marriage and family therapists (MFT), Registered Nurse (RN), Licensed Vocational Nurse (LVN) or Psychiatric Technician.

B. 0.5 FTE Business Office Manager who shall be responsible for coordinating, organizing, and monitoring all non-clinical operations of the Program, providing receptionist activities including triaging calls and coordinating communication between the staff and clients;

C. 1.4 FTE Clinical Shift Leaders/Team Leader, who shall be a LPHA;

D. 8.8 FTE Personal Services Coordinators who shall be Qualified Mental Health Workers (QMHWs). QMHWs have experience working with individuals in acute and crisis situations and hold a college degree in a field related to mental health, including child development, child psychology, counseling and guidance, counseling psychology, early childhood education, human services, social psychology, social science, social welfare, social work, sociology, or another discipline determined by the Mental Health Plan Director or designee to have mental health application:

1. Staff with an Associate's degree must have the equivalent of two years full-time experience in a mental health setting in the areas of psycho-social functioning, social adjustment, and/or vocational adjustment;

2. Staff with a Bachelor's degree must have the equivalent of one year of such fulltime experience;

3. No experience is required for staff with a Master's or Doctoral degree;

4. These staff should have experience working with clients with serious mental illness or related training/work/life experience.

5. Up to 4.2 Personal Services Coordinators may be individuals who do not meet the qualifications of QMHW, as described above, and shall be classified as Mental Health Workers (MHW). MHWs shall have at minimum one year of experience working with individuals with serious mental illness and experience working in a community setting. MHWs may only provide services under this contract with prior approval of the ADMHS QA Division and Contractor shall ensure they comply with all standards/requirements established by the ADMHS QA Division.

E. 1.0 FTE Licensed Vocational Nurse (LVN/LPT);

F. 0.3 FTE Transportation Worker.

EXHIBIT A-3
Statement of Work
Santa Maria ACT

1. **PROGRAM SUMMARY.** The Assertive Community Treatment (ACT) Program, hereafter, "the Program," is an evidence-based psychiatric treatment, rehabilitation and support service for clients with serious mental illness who demonstrate the need for this most intensive level of nonresidential community service. The Program is designed for adults whose symptoms of mental illness cause, or create high risk for, the most substantial levels of disability and functional impairment. The Program will be headquartered at 124 West Carmen Lane, Suite A, Santa Maria, California, 93458.

   The mission of the Program is to assist clients in attaining community stability and reaching their recovery and rehabilitation goals, including helping clients to find and keep employment.

   The Program provides a multidisciplinary team approach that includes a Psychiatrist, a mental health professional who serves as the Team Leader/Administrator, and other staff trained in the areas of social work, nursing, co-occurring substance abuse treatment, rehabilitation and peer support (hereafter 'the ACT Team"). Contractor's staff, in addition to the County psychiatrist and nursing staff, shall be responsible for providing virtually all needed community services to Program clients. This excludes: acute/sub-acute/residential or any other treatment not considered as "out-patient" services.

   The ACT Team shall also include County staff employed by the Santa Barbara County Department of Alcohol, Drug and Mental Health Services (ADMHS). The County staff (Psychiatrist and Nursing staff) will be responsible for providing the psychiatric treatment capacity for the Program. The Program including Contractor and County staff shall be available 24 hours per day, 7 days per week. Contractor shall follow the "National Program Standards for ACT Teams" (Allness and Knoedler, revised June 2003) disseminated by the National Alliance for Mental Illness (NAMI).

2. **PROGRAM GOALS**.

   A. Build relationships with clients based on mutual trust and respect.

   B. Offer individualized assistance. The Program shall emphasize an in-depth process of assessment, carried out over time through listening to and learning about each client's subjective experiences.

   C. Adopt a no-reject approach to clients. Clients are not terminated from the Program if they express anger and frustration with current or past services, if they do not "follow the rules," if they do not "fit in." Instead, such statements or actions offer an opportunity for staff to learn more about each client and his/her experiences with services, with the effects of mental illness and with general life circumstances.

   D. Understand and use the strengths of the local culture in service delivery. Assessment, planning and service delivery should be consistent with the resources and practices of each client's racial and ethnic community.

E. Provide continuity across time. The frequency and type of supports can readily be adjusted in response to clients' changing needs or life situations. As a client's goals and preferences change, the ACT Team follows along as the client "sets the pace."

F. Use a flexible, non-programmatic approach. Program staff shall spend most of their time with clients in the community, offering side by side, "hands on" support to clients who may need help to gain greater control and management of their lives. Adhering to the principle of "whatever it takes," the Program helps prevent mental illness from being the driving force in clients' lives. Service delivery in office or clinic settings should be minimized.

G. Operate as a comprehensive, self-contained service. The Program does not refer clients to a variety of different programs. Rather, Program staff are responsible for providing virtually all of the needed treatment, rehabilitation and support services for clients. If the services of another provider are needed (e.g., medical care), the ACT Team is responsible for providing linkage to and assistance with obtaining the needed services.

H. Consistent with each client's preferences and wishes, the Program shall support family members and others with whom the client has a significant relationship, and assure special consideration to the needs of clients who are parents and to the needs of their minor children.

I. Provide services as long as they are medically needed, not based on predetermined timelines.

3. **CLIENTS/PROGRAM CAPACITY.**

A. Contractor shall provide the services described herein to a total of 100 adults ages 18 and over with serious mental illness. This will include at least 10 adults ages 55 and over, 10 clients residing at McMillan Ranch, and 5 clients participating in the ACT Outreach and Engagement Pilot Project (ACTOE).

B. All other clients shall be adults aged 18 and over who have:

1. Mental illness symptoms that seriously impact their ability to maintain community living.
2. Primary Psychiatric diagnoses of schizophrenia, other psychotic disorders, major depression, and bipolar disorders.
3. Substantial disability and functional impairment informed, in part, by an assessment of level 3 or 4 on the Level of Care and Recovery Inventory (LOCRI).
4. One or more of the following related to their mental illness:
    a. Two or more psychiatric inpatient hospitalizations in the past year.
    b. Significant independent living instability such that the client would be in a long term residential or hospital placement without intensive community-based rehabilitation, treatment and support services.
    c. Co-occurring addictions disorders.

d. Homelessness or high risk of becoming homeless.

e. Frequent use of mental health and related services yielding poor outcomes, such as contacts with the criminal justice system, recent housing evictions or frequent use of emergency departments.

f. Need for mental health services that cannot be met with other available community-based services as determined by an ADMHS Psychiatrist.

g. High risk of experiencing a mental health crisis or requiring a more restrictive setting if intensive rehabilitative mental health services are not provided.

4. **ADMISSION CRITERIA.**

A. ACTOE clients shall be adults aged 18 and over who meet the following criteria:

1. A mental illness as defined in paragraphs (2) and (3) of subdivision (b) of Section 5600.3 of the Welfare and Institutions Code (WIC).

2. A clinical determination that the person in unlikely to survive safely in the community without supervision.

3. A history of lack of compliance with treatment for his or her mental illness, in that at least one of the following is true:

   a. The client's mental illness has, at least twice within the last 36 months, been a substantial factor in necessitating hospitalization, or receipt of services in a forensic or other mental health unit of a state correctional facility or local correctional facility.

   b. The client's mental illness has resulted in one or more acts of serious and violent behavior toward himself or another, or threats, or attempts to cause serious physical harm to himself or herself or another within the last 48 months.

4. The client has been offered an opportunity to participate in a client service plan at a lower level of care, and the client continues to fail to engage in treatment.

5. The client's condition is substantially deteriorating.

6. Participation in the ACTOE program would be the least restrictive placement necessary to ensure the client's recovery and stability.

7. In view of the client's treatment history and current behavior, the client is in need of ACTOE services in order to prevent a relapse or deterioration that would be likely to result in grave disability or serious harm to himself or herself, or to others, as defined in WIC Section 5150.

8. It is likely that the client will benefit from ACTOE services.

B. All other clients shall be adults aged 18 and over who have:

5. Mental illness symptoms that seriously impact their ability to maintain community living.

6. Primary Psychiatric diagnoses of schizophrenia, other psychotic disorders, major depression, and bipolar disorders.

7. Substantial disability and functional impairment informed, in part, by an assessment of level 3 or 4 on the Level of Care and Recovery Inventory (LOCRI).

8. One or more of the following related to their mental illness:

a. Two or more psychiatric inpatient hospitalizations in the past year.

b. Significant independent living instability such that the client would be in a long term residential or hospital placement without intensive community-based rehabilitation, treatment and support services.

c. Co-occurring addictions disorders.

d. Homelessness or high risk of becoming homeless.

e. Frequent use of mental health and related services yielding poor outcomes, such as contacts with the criminal justice system, recent housing evictions or frequent use of emergency departments.

f. Need for mental health services that cannot be met with other available community-based services as determined by an ADMHS Psychiatrist.

g. High risk of experiencing a mental health crisis or requiring a more restrictive setting if intensive rehabilitative mental health services are not provided.

C. All admissions will be voluntary.

5. **REFERRALS.**

A. **ACTOE Referrals**. Contractor shall admit clients referred by the ADMHS Regional Managers to ACTOE slots, or as designated by ADMHS.

B. **Other Referrals**. For all other slots, Contractor shall admit clients referred by the County from County Crisis and Recovery Emergency Services (CARES), CARES Crisis Residential, ADMHS Psychiatric Health Facility, and County Treatment Teams. Referral sources other than these approved by the County must be authorized by designated ADMHS staff.

C. Contractor shall begin the admission process within five (5) days of referral.

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

1. A copy of the County referral form.

2. A client face sheet.

3. A copy of the most recent comprehensive assessment and/or assessment update.

4. A copy of the most recent medication record and health questionnaire.

5. A copy of the currently valid County Coordination and Service Plan indicating the goals for client enrollment in the ACT and identifying the Contractor as service provider.

6. Client's Medi-Cal Eligibility Database Sheet (MEDS) file printout, as provided to Contractor in the initial Referral Packet. Thereafter, it will be Contractor's responsibility to verify continued Medi-Cal eligibility.

7. Written approval to provide services from public/private conservator or other legal guardian.

8. Other documents as reasonably requested by County.

6. **DISCHARGE CRITERIA.** Contractor shall determine the appropriateness of client discharge or transfer to less intensive services on a case by case basis. Criteria for discharge or transfer to less intensive services include:

   A. Client ability to function without assistance at work, in social settings, and at home.

   B. No inpatient hospitalization for one year.

   C. Stable housing maintained for at least one year.

   D. Client is receiving one contact per month from the ACT Team and rated by the ACT Team as functioning independently.

   E. Client declines services and requests discharge, despite persistent, well documented efforts by the ACT Team to provide outreach and to engage the client in a supportive relationship.

   F. Client moves out of North Santa Barbara County for a period greater than 30 days.

   G. When a public and/or private guardian withdraws permission to provide services.

7. **DISCHARGES/TRANSFER/READMISSION POLICY**

   A. **Discharge Requirements**.

      1. The ACT Team shall work in close partnership with each client to establish a written discharge plan that is responsive to the client's needs and personal goals.

      2. Contractor shall notify County Utilization Review Department Liaison within ten (10) days of any pending discharge decision made by the ACT Team.

3. County Utilization Review Department shall receive a copy of the final discharge plan summary, which shall be prepared by the ACT Team at the time of client discharge. Discharge summaries shall be submitted to ADMHS no later than 10 days after the client's discharge from the Program.

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

1. Partnership with the client throughout the transfer planning process to assure responsiveness to his or her individual needs, goals and preferences.

2. Continuity of client care before and after transfer which shall include a gradual transfer process with a period of overlapping services.

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

1. Discharge of clients to lower or higher levels of care.

2. Discharge based on client requests.

3. Discharge of clients who decline to participate in services or are assessed to be non-compliant with services. The ACT Team shall carry out consistent outreach efforts to establish supportive treatment. All such contacts must be clearly documented with approval from County Utilization Review prior to termination of services and discharge.

4. Re-admission of clients previously enrolled in the Program.

8. **STAFFING REQUIREMENTS.**

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

1. The Program shall include qualified bilingual and bicultural clinicians and staff able to meet the diverse needs represented in the local community. Forty percent (40%) of staff hired to work in the Program shall be bilingual and bicultural, per MHSA requirements. As needed, the Program shall have access to qualified translators and translator services, experienced in behavioral healthcare, appropriate to the needs of the clients served. Contractor shall maintain a list of qualified translators to be used in the event the Program must seek translation services outside of the Team.

2. In hiring all positions for the ACT Team, Contractor shall give strong consideration to qualified clients who are or have been recipients of mental health services.

B. The Program shall include a combination of Contractor and County staff, with County staff assuming responsibility for psychiatric treatment functions (functions performed by a psychiatrist, nurse, or psychiatric technician). With these combined resources, the ACT Team will have a total of 16.0 full time equivalent (FTE) staff.

EXHIBIT A-3
Statement of Work
Santa Maria ACT

A. Contractor shall employ 12.0 FTE, including 10.5 FTE direct service staff, as described below. Staff shall work collaboratively with County staff as part of the ACT Team, as follows:

1. One (1.0) FTE Team Leader/Administrator who is the clinical and administrative supervisor of the ACT Team. The Team Leader/Administrator shall be a licensed/waivered/ registered mental health professional as described in Title 9, CCR 1810.223 and 1810.254. The Team Leader/Administrator shall have at least two years of direct experience treating adults with serious mental illness, including at least one year of program management or supervisory experience in a mental health setting.

2. One (1.0) FTE Lead Clinician who shall be a licensed/waivered/registered mental health professional as described in Title 9, CCR 1810.223 and 1810.254, to assist the Psychiatrist and Team Leader/Administrator to provide clinical leadership during client service planning meetings, conduct psychosocial assessments, assume oversight of the more challenging Individual Treatment Team assignments, assist with the provision of side-by-side supervision and work interchangeably with the lead Registered Nurse (County staff). The Lead Clinician will provide support and back-up to the Team Leader/Administrator in his or her absence.

3. Two (2.0) FTE Mental Health Professionals with designated responsibility for the role of Vocational Specialist, who shall be at minimum Qualified Mental Health Workers (QMHWs) with experience in providing individualized job development and supported employment on behalf of persons with physical or mental disabilities. QMHWs are individuals who hold a college degree in a field related to mental health, including child development, child psychology, counseling and guidance, counseling psychology, early childhood education, human services, social psychology, social science, social welfare, social work, sociology, or another discipline determined by the Mental Health Plan Director or designee to have mental health application: i) Staff with an Associate's degree must have the equivalent of two years full-time experience in a mental health setting in the areas of psycho-social functioning, social adjustment, and/or vocational adjustment; ii) Staff with a Bachelor's degree must have the equivalent of one year of such fulltime experience; iii) No experience is required for staff with a Master's or Doctoral degree.

4. Two (2.0) FTE Mental Health Professionals with designated responsibility for the role of Substance Abuse Specialist, who shall be at minimum QMHWs, as defined in Section 8.B.3, with experience providing substance abuse treatment interventions to persons with co-occurring psychiatric and addictions disorders.

5. Three (3.0) FTE Personal Service Coordinators who may be individuals who do not meet the qualifications of QMHW, as described in Section 8.B.3, and may be classified as Mental Health Workers (MHW). MHWs shall have at minimum one year of experience working with individuals with serious mental illness and experience working in a community setting. MHWs may only provide services under this Agreement with prior approval of the ADMHS QA Division and Contractor shall ensure they comply with all standards/requirements established by the ADMHS QA Division. These staff should have experience working with clients with serious mental illness or related training/work/life experience.

6. One and one-half (1.5) FTE Peer Specialists who are or have been recipients of mental health services for serious mental illness. Peer Specialists may be individuals who do not meet the qualifications of QMHW, as described Section 8.B.3, and may be classified as Mental Health Workers (MHW), as defined in Section 8.B.5. Peer Specialists provide essential expertise and consultation to the entire team to promote a culture in which each client's subjective experiences, points of view and preferences are recognized, respected and integrated into all treatment, rehabilitation and support services. Peer Specialists participate in all program planning processes and provide direct services in the community that promote client self-determination and decision-making.

7. One and one-half (1.5) FTE Administrative Support Personnel (1.0 FTE Business Office Manager and 0.5 FTE Administrative Assistant) who are responsible for coordinating, organizing, and monitoring all non-clinical operations of the Program, providing receptionist activities including triaging calls and coordinating communication between the ACT Team and clients.

C. County shall employ the following four (4.0) FTE staff who, along with the Contractor's 12.0 FTE staff, will comprise the ACT Team. The County shall assume the responsibility for financial oversight and supervision for these 4.0 FTE staff. County staff shall work in conjunction with Contractor staff to assure provision of seamless multi-disciplinary treatment, rehabilitation and support services.

1. One (1.0) FTE Psychiatrist who works with the Team Leader/Administrator to oversee the clinical operations of the ACT Team, provide clinical services to all ACT clients, work with the Team Leader/Administrator to monitor each client's clinical status and response to treatment, supervise staff delivery of services, provide supervision in the community during routine and crisis interventions and direct psychopharmacologic and medical treatment.

2. Two (2.0) FTE Registered Nurses, who work with the Team Leader/Administrator and Psychiatrist to ensure systematic coordination of medical treatment and the development, implementation and fine-tuning of the medication policies and procedures.

3. One (1.0) FTE Psychiatric Technician, who works with the Psychiatrist and the Registered Nurses to ensure proper medication monitoring, timely medications refills, and the development and implementation of medication policies and procedures.

D. Contractor shall request County approval prior to altering any of the staffing disciplines/specialties or number of staff.

9. **SERVICE INTENSITY/ TREATMENT LOCATION/ STAFF CASELOADS/ HOURS OF OPERATION AND COVERAGE**

A. **Service Intensity.** The Program shall have the organizational capacity to provide multiple contacts per week (flexibly) to clients, based on individual preference and need. These multiple contacts may be as frequent as two to three times per day, seven days per week. Many, if not all, staff shall share responsibility for addressing the recovery

needs of all clients requiring frequent contacts. The ACT Team shall provide an average of two to three face-to-face contacts per week for each client.

B. **Treatment Location**. The majority of Program services (at least 75 percent) will occur outside program offices in the community, within the client's life context. The ACT Team will maintain data to verify these goals are met.

C. **Staff to Client Caseload Ratios**. The Program shall operate with a staff to client ratio that does not exceed 1 to 10 (10 clients per one (1.0) FTE staff member), excluding the Psychiatrist and Administrative Support Personnel. These staff will not carry an individual caseload. Caseloads of individual staff members will vary based upon their overall responsibilities within the ACT Team (for example, Team Leader/Administrator and nurses will carry smaller caseloads).

D. **Hours of Operation and Staff Coverage.**

1. The Program shall be available to provide treatment, rehabilitation and support activities seven days per week, 365 days per year.

    a. Monday through Friday, the Program shall operate a minimum of 12 hours per day.

    b. On each weekend day and every holiday the Program shall operate for eight (8) hours, with staffing sufficient to meet the needs of the clients.

2. The Program shall operate an after-hours on-call system. Team staff experienced in ACT and skilled in crisis-intervention procedures will be on call and available to respond to clients both by telephone and in person. In case of a psychiatric emergency, Contractor shall provide a physical response no later than 30 minutes from the time of the call.

3. County Psychiatrist back up will be available at all times, including evenings, weekends and holidays. CARES Mobile Crisis will be available to back up the ACT Team in responding to crisis calls after hours.

4. Contractor shall ensure that the Team Leader/Administrator or his/her designee shall be available to staff, either in person or by telephone at all times. Contractor shall promptly and appropriately respond to emergent needs and make any necessary staffing adjustments to assure the health and safety of clients.

E. **Team Organization and Communications.**

1. The Program organizational structure emphasizes a team approach to assure the integration of clinical, rehabilitative and support services. A key to this integrative process is the "team-within-a-team" (hereafter Individual Treatment Team) concept. Through an Individual Treatment Team each client has the opportunity to work with a small core of staff whose overall abilities, specialty skills and personality match the client's interests and goals. This Individual Treatment Team interfaces with the larger ACT team and has responsibility for soliciting and blending in the perspective and analysis of all ACT Team members. ACT Team communications are also essential to delivering an individualized mix of treatment, rehabilitation and support services to each client.

2. The overall ACT Team's organization and communication is structured in two major ways – through meetings and documentation. The protocols for these activities are outlined in the NAMI "National Program Standards for ACT Teams."

3. The ACT Team shall conduct Daily Organizational Staff Meetings at a regularly scheduled time that accommodates overlapping shifts, Monday through Friday. The Daily Organizational Staff Meeting shall consist of a daily review of the status of each client to update staff on the treatment contacts which occurred the day before and to provide a systematic means for the ACT Team to assess the day-to-day progress and status of all clients. At the Daily Organizational Staff Meeting, the ACT Team will also revise client service plans as needed, plan for emergency and crisis situations, and add service contacts to the daily staff assignment schedule per the revised client service plans.

4. The ACT Team shall maintain a written daily log of any treatment or service contacts which have occurred during the day, and a concise, behavioral description of the client's daily status.

5. The ACT Team shall maintain a Weekly Client Contact Schedule for each client.

6. The ACT Team shall develop a Daily Staff Assignment Schedule of all the treatment, rehabilitation and service contacts to take place that day, and assign and supervise staff to carry out the treatment, rehabilitation and service activities scheduled to occur that day.

7. The ACT Team will conduct Client service planning Meetings under the supervision of the Team Leader/Administrator and the Psychiatrist.

10. **SERVICES**. The Program shall provide an appropriate combination of services individualized to meet each client's needs and to assist each client to achieve and sustain recovery, as described herein. Services offered to Program clients shall be consistent with those described in the "National Program Standards for ACT Teams." Services shall include:

A. **Care Management.** Care Management is a core function provided by the Program. Care management activities are led by one mental health professional on the ACT Team, known as the "primary care manager". The primary care manager coordinates and monitors the activities of the ACT Team staff who have shared ongoing responsibility to assess, plan, and deliver treatment, rehabilitation and support services to each client. The primary care manager:

1. Develops an ongoing relationship with clients based on mutual trust and respect. This relationship should be maintained whether the client is in a hospital, in the community or involved with other agencies (e.g. in a detox center, involved with corrections).

2. Works in partnership with clients to develop a recovery-focused client service plan.

3. Provides individual supportive therapy and symptom management.

4. Makes immediate revisions to the client service plan, in conjunction with the client, as his/her needs and circumstances change.

5. Is responsible for working with clients on crisis planning and management.

6. Coordinates and monitors the documentation required in the client's medical record.

7. Advocates for the client's rights and preferences.

8. Provides the primary support to the client's family.

B. **Crisis Assessment and Intervention.** The Program shall ensure availability of telephone and face-to-face contact with clients 24 hours per day, seven days per week. Services may be provided in collaboration with CARES, as appropriate. However, CARES shall augment, not substitute for, ACT Team on-call telephone and face-to-face responsibility.

C. **Symptom Assessment, Management and Individual Supportive Therapy.** These interventions assist clients to address the distressing and disabling problems associated with psychotic symptoms; help to ease the emotional pain associated with having a serious mental illness (e.g., severe anxiety, despair, loneliness, unworthiness and depression) and assist clients with symptom self-management efforts that may reduce the risk of relapse and minimize levels of social disability. These activities, which may be carried out by the ACT Team Psychiatrist, nurses, or other staff include:

1. Ongoing assessment of the client's mental illness symptoms and his or her response to treatment.

2. Education of the client regarding his or her illness and the effects and side effects of prescribed medication, where appropriate.

3. Encouragement of symptom self-management practices which help the client to identify symptoms and their occurrence patterns and develop methods (internal, behavioral, adaptive) to lessen their effects. These may include specific cognitive behavioral strategies directed at fostering feelings of self-control.

4. Supportive psychotherapy to address the psychological trauma of having a major mental illness.

5. Generous psychological support to each client, provided both on a planned and as needed basis, to help the client accomplish personal goals and to cope with the stresses of everyday living.

D. **Medication Prescription, Administration, Monitoring and Documentation.**

1. All ACT Team members shall work closely with the Team Psychiatrist to assess and document the client's mental illness symptoms and behavior in response to medication and shall monitor for medication side effects.

2. The ACT Team shall establish medication policies and procedures that identify processes to:

a. Facilitate client education and informed consent about medication.

b. Record physician orders.

c. Order medication.

d. Arrange for all medication related activities to be organized by the ACT Team and documented in the Weekly Client Contact Schedule and Daily Staff Assignment Schedules.

e. Provide security for storage of medications, including setting aside a private area for set up of medications by the ACT Team's nursing staff.

3. Contractor shall provide medication monitoring weekly. At least monthly or as otherwise determined by the Client Service Plan, each client shall meet with the County Psychiatrist.

E. **Coordination with Health Care and Other Providers.** The Program represents a unique program model, whereby one self-contained team of staff provides an integrated package of treatment, rehabilitation, and support services to each client. There shall be minimal referral to external mental health treatment and rehabilitation services. However, the Program shall provide a high degree of coordination with healthcare providers and others with whom clients may come in contact. The Program shall be responsible for:

1. Coordinating and ensuring appropriate medical, dental and vision services for each client. Based on client consent, the ACT Team will establish close working relationships with primary care physicians to support optimal health and assist in monitoring any medical conditions (e.g., diabetes, high cholesterol).

2. Coordinating with psychiatric and general medical hospitals throughout an individual's inpatient stay. Whenever possible, Team staff should be present when the client is admitted and should visit the hospital daily for care coordination and discharge planning purposes.

3. Maintaining relationships with detoxification and substance abuse treatment services to coordinate care when ACT clients may need these services.

4. Maintaining close working relationships with criminal justice representatives to support clients involved in the adult justice system (e.g., courts, probation officers, jails and correctional facilities, parole officers).

5. Knowing when to be proactive in situations when an individual may be a danger to self or others. Staff should maintain relationships with local emergency service systems as backup to the ACT Team's 24-hour on-call capacity.

6. Establishing close working relationships with self-help groups (AA, NA, etc.), peer support and advocacy resources and education and support groups for families and significant others.

7. Fostering close relationships with local housing organizations.

8. Creating a referral and resource guide for self-help groups and other community resources (e.g., legal aid organizations, food co-ops).

F. **Substance Abuse Services.** The Program shall provide substance abuse treatment services, based on each client's assessed needs. Services shall include, but not be limited to, individual and group interventions to assist individuals who have co-occurring mental illness and substance abuse problems to:

1. Identify substance use, effects and patterns.

2. Recognize the relationship between substance use and mental illness and psychotropic medications.

3. Provide the client with information and feedback to raise their awareness and hope for the possibility of change.

4. Employ various strategies for building client motivation for change.

5. Enable the client to find the best change action specific to their unique circumstances.

6. Help the client to identify and use strategies to prevent relapse.

7. Help the client renew the processes of contemplation, determination and action, without being stuck or demoralized because of relapse.

8. Develop connections to self-help groups such as Double Trouble and Dual Recovery programs.

G. **Housing Services and Support.** The Program shall provide housing support services, but not housing, and support to help clients obtain and keep housing consistent with their recovery objectives. Safe, affordable housing is essential to helping clients fully participate in, and benefit from, all other assistance the Program offers. Many clients referred for Program services may be homeless or have unstable living arrangements. It is important for Program staff to be familiar with the availability and workings of affordable housing programs. Affordable housing units or subsidies may be accessed from other agencies and the general public or private housing market. Program staff shall develop and maintain working relationships with local housing agencies from whom housing units, any necessary rental subsidies, and other available housing-related services or resources may be accessed on behalf of clients. Program housing services and support shall include but not be limited to assisting clients in:

1. Finding apartments or other living arrangements.

2. Securing rental subsidies.

3. Developing positive relationships with landlords.

4. Executing leases.

5. Moving and setting up the household.

6. Meeting any requirements of residency.

7. Carrying out household activities (e.g., cleaning).

8. Facilitating housing changes when desirable or necessary.

H. **Employment and Educational Supports.** Work-related support services help clients who want to find and maintain employment in community-based job sites. Educational supports help clients who wish to pursue the educational programs necessary for securing a desired vocation.

1. Program staff shall use their own expertise, service capacities and counseling assistance to help clients pursue educational, training or vocational goals. Program staff shall maintain relationships with employers, academic or training institutions, and other such organizations of interest to clients.

2. Program staff can help clients find employment that is part or full time, temporary or permanent, based on the unique interests and needs of each client. As often as possible, however, employment should be in real life, independent integrated settings with competitive wages.

3. Services shall include but not be limited to:

    a. Assessment of educational and job-related interests and abilities, through a complete education and work history assessment, as well as on-site assessments in educational and community-based job sites.

    b. Assessment of the effect of the client's mental illness on employment or educational learning, with identification of specific behaviors that interfere with the client's work or learning performance and development of interventions to reduce or eliminate those behaviors.

    c. Development of an ongoing supportive educational or employment rehabilitation plan to help each client establish the skills necessary to find and maintain a job or to remain in an educational setting.

    d. Benefits counseling expertise to help clients understand how gainful employment will affect Social Security Administration (SSA) disability payments and health coverage. The counseling will also be expected to address work incentive benefits available through SSA and other agencies.

    e. Individual supportive therapy to assist clients to identify and cope with symptoms of mental illness that may interfere with work performance or learning.

    f. On-the-job or work related crisis intervention to address issues related to the client's mental illness such as interpersonal relationships with co-workers and/or symptom management.

g. Work-related supportive services, such as assistance with grooming or personal hygiene, securing of appropriate clothing, wake-up calls, transportation, etc.

h. Building of cooperative relationships with publicly funded "mainstream" employment, education, training, and vocational rehabilitation agencies/organizations in the community.

I. **Social System Interventions (e.g. Supportive Socialization, Recreation, Leisure-Time Activities, Peer Support).** Social system interventions help clients maintain and expand a positive social network to reduce social isolation. Contractor shall work with each client to:

1. Assess and identify the client's joys, abilities and accomplishments in the present and in the past, and also what the client would like to occur in the future.

2. Identify the client's beliefs and meanings and determine what role they play in the client's overall well being (e.g. how does the client make sense of his/her life experience? How is meaning or purpose expressed in the person's life? Are there any rituals and practices that give expression to the person's sense of meaning and purpose? Does this client participate in any formal or informal communities of shared belief, etc?).

3. Identify and address potential obstacles to establishing positive social relationships (e.g., shyness; anxiety; client's expectations for success and failure).

4. Provide side-by-side support and coaching, as needed, to build client's confidence and success in relating to others.

5. Provide supportive individual therapy (e.g., problem-solving, role-playing, modeling and support), social-skill teaching and assertiveness training.

6. Make connections to peer advocates or peer supports.

7. Help make plans with peers or friends for social and leisure time activities within the community.

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

1. Carry out personal care and grooming tasks.

2. Perform activities such as cooking, grocery shopping and laundry.

3. Procure necessities such as a telephone, microwave.

4. Develop ways to budget money and resources.

5. Use available transportation.

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

1. Medical and dental services (e.g., having and effectively using a personal physician and dentist).

2. Financial entitlements.

3. Social services.

4. Legal advocacy and representation.

L. **Peer Support Services.** Contractor shall provide services to validate clients' experiences and to guide and encourage clients to take responsibility for and actively participate in their own recovery, as well as services to help clients identify, understand, and combat stigma and discrimination against mental illness and develop strategies to reduce clients' self-imposed stigma:

1. Peer counseling and support.

2. Introduction and referral to consumer self-help programs and advocacy organizations that promote recovery.

3. Recovery-oriented training including WRAP (Wellness Recovery Action Plan), UCLA/PAL Independent Living Skills modules, and RCCS (Recovery Centered Clinical Services).

M. **Education, Support, and Consultation to Clients' Families and Other Major Supports.** Contractor shall provide services regularly to clients' families and other major supports, with client agreement or consent, including:

1. Individualized psychoeducation about the client's illness and the role of the family and other significant people in the therapeutic process.

2. Interventions to restore contact, resolve conflict, and maintain relationships with family and or other significant people.

3. Ongoing communication and collaboration, face-to-face and by telephone, between the ACT Team and the family.

4. Introduction and referral to family self-help programs and advocacy organizations that promote recovery.

5. Assistance to clients with children (including individual supportive counseling, parenting training, and service coordination) including but not limited to:

    a. Services to help clients throughout pregnancy and the birth of a child.

b. Services to help clients fulfill parenting responsibilities and coordinate services for the child/children.

c. Services to help clients restore relationships with children who are not in the client's custody.

N. Contractor shall provide mental health services under the following Service Function Codes, as defined in Title 9, California Code of Regulations (CCR):

1. **Assessment**. Assessment is designed to evaluate the current status of a client's mental, emotional or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the client's clinical history; analysis of relevant cultural issues and history; diagnosis; and use of testing procedures, as defined in Title 9 CCR Section 1810.204.

2. **Collateral.** Collateral services are delivered to a client's significant support person(s) for the purpose of meeting the needs of the client and achieving the goals of the client's client service plan, as defined in Title 9 CCR Section 1810.206. A significant support person is a person who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians or representatives of a client, a person living in the same household as the client, the client's spouse, and the relatives of the client. Collateral may include, but is not limited to, family counseling with the significant support person(s), consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the client, and consultation and training of the significant support person(s) to assist in better understanding of mental illness. The client need not be present for this service activity. Consultation with other service providers is not considered a Collateral service.

3. **Plan Development.** Plan development consists of developing client plans, approving client plans, and/or monitoring the client's progress, as defined in Title 9 CCR Section 1810.232.

4. **Rehabilitation.** Rehabilitation is defined as a service activity that includes but is not limited to, assistance in improving, maintaining or restoring a client's or a group of clients' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources, and/or medication education (excludes services provided under Medication Support, as defined in Title 9 CCR Section 1810.225), as defined in Title 9 CCR Section 1810.243.

5. **Therapy.** Therapy is a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments, as defined in Title 9 CCR Section 1810.250. Therapy may be delivered to an individual and may include family therapy at which the client is present.

6. **Case Management.** Services that assist a client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure client access to service and the service delivery system; monitoring of the client's progress;

placement services; and plan development, as defined in Title 9 CCR Section 1810.249.

7. **Crisis Intervention.** Crisis intervention is a service lasting less than 24 hours, to or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit, as defined in Title 9 CCR Section 1810.209. Service activities include, but are not limited to: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site and staffing requirements as defined in Sections 1840.338 and 1840.348 (CCR). Contractor shall be available 24 hours per day, 7 days per week to provide crisis intervention services.

11. **DOCUMENTATION REQUIREMENTS.** Contractor shall complete the following for each client, consistent with the NAMI "National Program Standards for ACT Teams":

    A. A diagnostic assessment that establishes the presence of a serious mental illness, providing a basis for the medical necessity of ACT-level services and a foundation for the client service plan. The diagnostic assessment shall be completed by the ACT Team Psychiatrist or by another team member who is a properly licensed mental health professional within thirty (30) days of admission and updated at least every six (6) months or prior to discharge, or at discharge, whichever comes first;

    B. A client service plan that provides overall direction for the ACT Team's work with the client shall be completed within thirty (30) days of admission and reviewed and updated at least every six (6) months with the client. The client service plan shall include:

        1. Client's recovery goals or recovery vision, which guides the service delivery process.

        2. Client's major rehabilitation goals, which typically identify one- to two-year targets for the rehabilitative process and may serve as intermediate steps toward the achievement of the client's recovery goals or vision.

        3. Objectives describing the skills and behaviors that the client will learn as a result of the Team's rehabilitative interventions during the following three (3) to six (6) months.

        4. Interventions planned for the following three to six months to help the client reach the objectives.

12. **POLICIES AND PROCEDURES.** The Program shall develop written policies and procedures to set expectations for Program staff and establish consistency of effort. The written policies and procedures should be consistent with all applicable state and federal standards and should cover:

    A. Informed consent for treatment, including medication.

    B. Client rights, including right to treatment with respect and dignity, under the least restrictive conditions, delivered promptly and adequately.

    C. Process for client filings of grievances and complaints.

D. Management of client funds, as applicable, including protections and safeguards to maximize clients' control of their own money.

E. Admission and discharge (e.g. admission criteria and process; discharge criteria, process and documentation).

F. Personnel (e.g. required staff, staffing ratios, qualifications, orientation and training).

G. Hours of operation and coverage, service intensity, staff communication and planning emphasizing a team approach, and staff supervision.

H. Assessment and treatment processes and documentation (e.g. comprehensive assessment, client service planning, progress notes).

I. Treatment, rehabilitation and support services.

J. Client medical record maintenance.

K. Program evaluation and performance (quality assurance).

L. Procedures for compliance with applicable State and Federal laws, including all Equal Employment Opportunity (EEO)/Affirmative Action (AA) requirements. Contractors must comply with the Americans with Disabilities Act.

13. **PHYSICAL SPACE.** The physical set-up of the Program space shall include:

A. Easy access for clients and families, including access for persons who have physical handicaps.

B. Common work space to facilitate communication among staff.

C. Three or four rooms which can also serve as office space for the Team Leader/Administrator and the Psychiatrist or as interview rooms or quiet workspace for all staff to use.

D. Space for temporary storage of client possessions.

E. Room for medication storage.

F. Space for office machines (copy machine, fax machine) and storage of office supplies.

G. Parking for ACT staff, clients and families.

14. **EVALUATION.** In addition to the requirements described in Exhibit A, Section 3, Contractor shall work with County to ensure satisfactory data collection. Other methods County will use to evaluate the Program may include:

A. Periodic review of encounter data to ensure that clients are receiving the majority of needed services from the Program and not from external sources (e.g., hospitals/ERs and other programs).

B. Regular review of a random sample of client assessment, client service plans and progress notes to assess the quality of the ACT Team's planning and service delivery activities.

C. Annual on-site Fidelity Reviews to ensure that the Program is adhering to the NAMI "National Program Standards for ACT Teams." This will include a comprehensive review of program activities and operations, including:

1. Policies and procedures.
2. Admission/discharge criteria.
3. Service capacity.
4. Staff requirements.
5. Program organization.
6. Assessment and client service planning.
7. Services provided.
8. Performance improvement/program evaluation.
9. Client and family satisfaction.

ATTACHMENT A

SANTA BARBARA COUNTY MENTAL HEALTH PLAN,

QUALITY MANAGEMENT STANDARDS

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

1. Assessment

   A. Initial Assessment: Each individual anticipated to be served for 60 days or more shall have a comprehensive assessment performed and documented by the 61st day of service. To allow time for review and correction, Contractors should complete the assessment by the 45th day of service. This assessment shall address areas detailed in the MHP's Agreement with the California Department of Health Care Services. The Assessment must be completed in the format designated by the MHP and must be completed and signed by a Licensed Practitioner of the Healing Arts (LPHA) (i.e. physician, psychologist, Licensed Clinical Social Worker, Licensed Marriage and Family Therapist, or Registered Nurse) and the client and/or guardian.

   B. Assessment Update: A reevaluation/reassessment of key indicators will be performed and documented within the chart on an annual basis with reassessment of required clinical symptoms, impairments and functioning. The time frame for this update is within 60 days prior to the anniversary date of the previous assessment.

2. Plan of Care

   A. Client Service Plan (CSP): The plan of care shall be completed by the Contractor when designated by the MHP. Contractor will coordinate with the MHP Clinic Team to determine responsibility for development of the CSP.

   B. Frequency: The CSP shall be completed by the 61st day in all cases in which services will exceed 60 days. At minimum, the CSP must be updated annually, within 60 days prior to the anniversary date of the previous CSP.

   C. Content of CSPs:

      1. Specific, observable or quantifiable goals.

      2. Proposed type(s) of intervention to address each of the functional impairments identified in the Assessment.

      3. Proposed duration of intervention(s).

      4. Documentation of the client's participation in and agreement with the plan. This includes client signature on the plan and/or reference to client's participation and agreement in progress notes.

   D. Signature (or electronic equivalent) by a LPHA (the LPHA must be a physician for Medicare clients) and the client. CSPs shall be consistent with the diagnoses and the focus of intervention will be consistent with the CSP goals.

   E. Contractor will offer a copy of the CSP to the client and will document such on the client plan.

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

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

B. Contractor shall be knowledgeable of and adhere to MHP policies on 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 staff performing services under this Agreement shall receive formal training on the Medi-Cal documentation process prior to providing any services under this Agreement. Contractor shall ensure that each staff member providing clinical services under this contract receives initial and annual training as specified in the ADMHS Mandatory Trainings Policy and Procedure #31.

E. Contractor shall establish a process by which Spanish speaking staff who provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing Spanish language.

F. Contractor shall provide timely access to care and service delivery in the following areas as required by the State MHP standards:

1. Where applicable, 24 hours per day, 7 days per week access to “urgent” services (within 24 hours) and “emergency” services (same day);

2. Access to routine appointments (1st appointment within 10 business days. When not feasible, Contractor shall give the client the option to re-contact the Access team and request another provider who may be able to serve the client within the 10 business day standard).

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

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

H. Contractor shall be notified of possible corrective actions to be taken when the Contractor does not adhere to MHP established standards or respond to corrective actions. The process for ensuring compliance and implementing corrective actions is as follows, as described in ADMHS’ Policy and Procedure #24:

1. If Contractor is identified as operating outside of the compliance standards, Contractor shall be notified of lack of compliance with Federal and State standards and shall be asked to rectify the areas in which they have been out of compliance. A copy of this notification shall be placed in the provider file. Contractors are expected to complete all corrections within 90 calendar days from the date of notice. This will be considered the Period of Review. The specific nature of the documentation to show evidence of compliance will be based on the infraction.

2. Following the 90 day Period of Review, should Contractor be unable to fulfill contractual obligations regarding compliance, Contractor shall meet with the Quality Assurance Manager within 30 calendar days to identify barriers to compliance. If an

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

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

ATTACHMENT D

ORGANIZATIONAL SERVICE PROVIDER SITE CERTIFICATION

COMPLIANCE REQUIREMENTS

1. In order to obtain site certification as a Medi-Cal provider, Contractor must be able to demonstrate compliance with the following requirements:

   A. Contractor is currently, and for the duration of this Agreement shall remain, licensed in accordance with all local, State, and Federal licensure requirements as a provider of its kind.

   B. The space owned, leased, or operated by the Contractor and used for services or staff meets all local fire codes. Contractor shall provide a copy of fire clearance to Quality Assurance/Utilization Management.

   C. The physical plant of the site owned, occupied, or leased by the Contractor and used for services or staff is clean, sanitary, and in good repair.

   D. Contractor establishes and implements maintenance policies for the site owned, occupied, or leased by the Contractor and used for services or staff, to ensure the safety and well-being of clients and staff.

   E. Contractor has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, and procedures for reporting unusual occurrences relating to health and safety issues.

   F. The Contractor maintains client records in a manner that meets the requirements of the County pursuant to the latest edition of the California State Mental Health Plan, and applicable state and federal standards.

   G. Contractor has staffing adequate to allow the County to claim federal financial participation for the services the Contractor delivers to Medi-Cal beneficiaries.

   H. Contractor has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.

   I. Contractor has, as a head of service, a licensed mental health professional or rehabilitation specialist.

   J. For Contractors that provide or store medications, the Contractor stores and dispenses medications in compliance with all pertinent State and Federal standards, specifically:

      1. All drugs obtained by prescription are labeled in compliance with Federal and State laws. Prescription labels may be altered only by authorized personnel.

      2. Drugs intended for external use only or food stuffs are stored separately from drugs for internal use.

      3. All drugs are stored at proper temperatures. Room temperature drugs should be stored at 59 – 86 degrees Fahrenheit, and refrigerated drugs must be stored at 36 – 46 degrees Fahrenheit.

4. Drugs are stored in a locked area with access limited only to those medical personnel authorized to prescribe, dispense, or administer medication.

5. Drugs are not retained after the expiration date. IM (Intramuscular) multi-dose vials are to be dated and initialed when opened.

6. A drug log is to be maintained to ensure the Contractor disposes of expired, contaminated, deteriorated, and abandoned drugs in a manner consistent with State and Federal laws.

7. Contractor's Policies and Procedures manual addresses the issues of dispensing, administration and storage of all medications.

2. **CERTIFICATION -** On-site certification is required every three (3) years. Additional certification reviews may be necessary if:

   A. The Contractor makes major staffing changes.

   B. The Contractor makes organizational and/or corporate structural changes (i.e., conversion from non-profit status).

   C. The Contractor adds Day Treatment or Medication Support services requiring medications to be administered or dispensed from Contractor's site.

   D. There are significant changes in the physical plant of the provider site (some physical plant changes could require new fire clearance).

   E. There is a change of ownership or location.

   F. There are complaints regarding the Contractor.

   G. There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.

   H. On-site certification is not required for hospital outpatient departments which are operating under the license of the hospital. Services provided by hospital outpatient departments may be provided either on the premises or offsite.

ATTACHMENT E
Program Goals, Outcomes and Measures

Adult Program Evaluation ACT Programs		
Program Goal	**Outcome**	**Measure**
❖ Reduce mental health and substance abuse symptoms resulting in reduced utilization of involuntary care and emergency rooms for mental health and physical health problems	✓ Decreased incarceration rates ✓ Decreased inpatient/acute care days and length of hospital stay ✓ Decreased emergency room utilization	➢ Number of incarceration days ➢ Number of hospital admissions; length of hospital stay ➢ Number of emergency room visits for physical and/or psychiatric care
❖ Assist clients in their mental health recovery process and with developing the skills necessary to lead independent, healthy and productive lives in the community	✓ Reduced homelessness by maintaining stable/permanent housing ✓ Increased life skills needed to participate in purposeful activity and increase quality of life	➢ Number of days in stable/permanent housing ➢ Number of clients employed, enrolled in school or training, or volunteering ➢ Number of clients graduating to a lower level of care

Adult Program Evaluation Residential Programs		
Program Goal	**Outcome**	**Measure**
❖ Prepare clients to transition from institutional care to community living	✓ Increased life skills needed to participate in purposeful activity and increase quality of life	➢ Number of clients employed, enrolled in school or training, or volunteering
❖ Secure community living arrangements for client prior to graduation	✓ Successful transition to community living ✓ Reduced client homelessness	➢ Number of clients graduating to lower level of care community living ➢ Number of clients re-entering residential treatment ➢ Number of clients with stable/permanent housing at graduation
❖ Reduce mental health and substance abuse symptoms resulting in reduced need for involuntary or higher level of care services	✓ Decreased inpatient/acute care days and length of hospital stay ✓ Decreased incarceration rates	➢ Number of hospital, IMD and State Hospital admissions; length of hospital stay ➢ Number of incarceration days

ATTACHMENT E
Program Goals, Outcomes and Measures

Telecare Santa Maria CARES North Residential Program		
Program Goal	**Outcome**	**Measure**
❖ Stabilize mental health crises and reduce mental health and substance abuse symptoms	➢ Stabilization and decrease of mental health symptoms ➢ Improved resiliency and ability to manage symptoms, maintain wellness and progress toward recovery ➢ Decreased mental health crises ➢ Increased stability of housing or placement at discharge ➢ Client satisfaction with program quality and effectiveness	✓ Number of admissions and discharges ✓ Number of bed days ✓ Number of clients by referral source
❖ Promote continued participation in recovery, maintenance of health and avert future crises by connecting clients to long-term treatment services at discharge from program	➢ Increased engagement in recovery and treatment services	✓ Number of clients discharged to a lower level of care ✓ Number of clients discharged to a higher level of care
❖ Decrease the impact of persons with mental illness and addiction problems on the County system	➢ Decreased utilization of emergency room for mental health issues	✓ Number of Emergency Room visits

EXHIBIT B
Financial Provisions - MH

This Exhibit B includes the following attachments:

1. EXHIBIT B – Financial Provisions

   I. EXHIBIT B-1 – Schedule of Rates and Contract Maximum – MH

   II. EXHIBIT B-2 – Contractor Budget

EXHIBIT B
Financial Provisions - MH

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

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

I. PAYMENT FOR SERVICES

A. Performance of Services. Contractor shall be compensated on a cost reimbursement basis, subject to the limitations described in this Agreement and all exhibits hereto, for provision of the Units of Service (UOS) or other deliverables as established in Exhibit B-1-MH based on satisfactory performance of the services described in the Exhibit A(s).

B. Medi-Cal Services. The services provided by Contractor's Program described in the Exhibit A(s) that are covered by the Medi-Cal Program will be reimbursed by County from Federal Financial Participation (FFP) and State and local funds as specified in Exhibit B-1-MH.

C. Non-Medi-Cal Services. County recognizes that some of the services provided by Contractor's Program, described in the Exhibit A(s), may not be reimbursable by Medi-Cal, or may be provided to individuals who are not Medi-Cal eligible, and such services may be reimbursed by other County, State, and Federal funds only to the extent specified in Exhibit B-1-MH. Funds for these services are included within the Maximum Contract Amount, and are subject to the same requirements as funds for services provided pursuant to the Medi-Cal program.

D. Limitations on Use of Funds Received Pursuant to this Agreement. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A to this Agreement. Expenses shall comply with the requirements established in OMB A-87, A-122, and all other applicable regulations. Violation of this provision or use of County funds for purposes other than those described in the Exhibit A(s) shall constitute a material breach of this Agreement.

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **$2,829,055**, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1 – MH. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

III. OPERATING BUDGET AND PROVISIONAL RATE

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

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

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

IV. ACCOUNTING FOR REVENUES

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

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

V. REALLOCATION OF PROGRAM FUNDING

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

VI. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS

A. Submission of Claims and Invoices.

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

admhsfinancecbo@co.santa-barbara.ca.us
Santa Barbara County Alcohol, Drug, and Mental Health Services
ATTN: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110 –1316

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

2. Submission of Claims and Invoices for Non Medi-Cal Services. Contractor shall submit a written invoice within 10 calendar days of the end of the month in which non-Medi-Cal services are delivered that: i) depicts the actual costs of providing the services less any applicable revenues, including the provisional Medi-Cal payment as described in VI.A.1 of this Exhibit B MH, as appropriate, ii) states the amount owed by County, and iii) includes the Agreement number and signature of Contractor's authorized representative. Invoices shall be delivered to the designated representative or address described in Section VI.A.1 of this Exhibit B MH.

3. The Program Contract Maximums specified in Exhibit B-1 MH and this Exhibit B MH are intended to cover services during the entire term of the Agreement, unless otherwise specified in the Exhibit A(s) MH to this Agreement (such as time-limited or services tied to the school year). Under no circumstances shall Contractor cease services prior to June 30 due to an accelerated draw down of funds earlier in the Fiscal Year. Failure to provide services during the entire term of the Agreement may be considered a breach of contract and subject to the Termination provisions specified in the Agreement Section 20.

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

B. Monthly Financial Statements. Within 15 calendar days of the end of the month in which services are delivered, Contractor shall submit monthly financial statements reflecting the previous month's and cumulative year to date direct and indirect costs and other applicable revenues for Contractor's programs described in the Exhibit A(s).

C. Withholding of Payment for Non-submission of MIS and Other Information. If any required MIS data, invoice, financial statement or report is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Director or designee. Director or designee shall review such submitted service data within sixty (60) calendar days of receipt.

D. Withholding of Payment for Unsatisfactory Clinical Documentation. Director or designee shall have the option to deny payment for services when documentation of clinical services does not meet minimum Federal, State and County written standards.

E. Claims Submission Restrictions.

1. 12-Month Billing Limit. Unless otherwise determined by State or federal regulations (e.g. Medi-Medi cross-over), all original (or initial) claims for eligible individual persons under this Agreement must be received by County within 12 months from the month of service to avoid denial for late billing.

2. No Payment for Services Provided Following Expiration/ Termination of Agreement. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

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

VII. COST REPORT

A. Submission of Cost Report. Within four weeks after the release of the cost report template by the Department of Health Care Services (DHCS), but no sooner than 45 days after the end of the fiscal year, Contractor shall provide County with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the applicable prior fiscal year. The Annual Cost Report shall be prepared by Contractor in accordance with all applicable federal, State and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by Contractor shall be reported in its annual Cost Report, and shall be used to offset gross cost. Contractor shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to Director or Designee upon reasonable notice.

B. Cost Report to be Used for Initial Settlement. The Cost Report shall be the financial and statistical report submitted by Contractor to County, and shall serve as the basis for initial settlement to Contractor. Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.

C. Penalties. In addition, failure of Contractor to submit accurate and complete Annual Cost Report(s) by 45 days after the due date set in Section VII.A above or the expiration or termination date of this Agreement shall result in:

1. A Late Penalty of ONE HUNDRED DOLLARS ($100) for each day that the accurate and complete Annual Cost Report(s) is (are) not submitted. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report. The Late Penalty shall commence on the forty-sixth (46^{th}) day after the deadline or the expiration or termination date of this Agreement. County shall deduct the Late Penalty assessed against Contractor from the final month's payment due under the Agreement.

2. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred and fifth (105th) day after the due date set in Section VII.A or the expiration or termination date of this Agreement, then all amounts paid by County to Contractor in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding shall be repaid by Contractor to County. Further, County shall terminate any current contracts entered into with Contractor for programs covered by the outstanding Annual Cost Reports.

D. Audited Financial Reports: Each year of the Agreement, the Contractor shall submit to County a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by Contractor.

E. Single Audit Report: If Contractor is required to perform a single audit and/or program specific audit, per the requirements of OMB circular A-133, Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt.

VIII. PRE-AUDIT COST REPORT SETTLEMENTS.

A. Pre-audit Cost Report Settlements. Based on the Annual Cost Report(s) submitted pursuant to this Exhibit B Section VII (Cost Reports) and State approved UOS, at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the State and/or County will perform pre-audit cost report settlement(s). Such settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or federal statutes, regulations, policies and procedures, or requirements pertaining to cost reporting and settlements for applicable federal and/or State programs. Settlement shall be adjusted to the lower of:

1. Contractor's published charge(s) to the general public, as approved by the Contractor's governing board; unless the Contractor is a Nominal Charge Provider. This federal published charges rule is applicable only for the outpatient, rehabilitative, case management and 24-hour services.

2. The Contractor's actual costs.

3. The last approved State Schedule of Maximum Allowances (SMA).

4. The Maximum Contract Amount of this Agreement.

B. Issuance of Findings. County's issuance of its pre-audit cost report settlement findings shall take place no later than one-hundred-twenty (120) calendar days after the receipt by County from the State of the State's Final Cost Report Settlement package for a particular fiscal year.

C. Payment. In the event that Contractor adjustments based on any of the above methods indicate an amount due the County, Contractor shall pay County by direct payment within thirty (30) days or from deductions from future payments, if any, at the sole discretion of the Director.

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

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

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

E. Settlement. Settlement of the audit findings will be conducted according to the Responsible Auditing Party's procedures in place. In the case of a State Medi-Cal audit, the State and County will perform a post-audit Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County.

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

G. Appeal. Contractor may appeal any such audit findings in accordance with the audit appeal process established by the Responsible Auditing Party performing the audit.

X. PAYMENT OF COSTS EXCLUDED BY MEDI-CAL. Notwithstanding any other provision of this Exhibit B, or the Agreement and any other Exhibits, County and Contractor agree that Contractor may include and be paid indirect costs equal to the percentage in the approved budget in Exhibit B-1 but not in excess of 16% of direct costs in its monthly invoices and its cost report, up to 6% of which County acknowledges may not be an allowable expense under Medi-Cal or reimbursable by Federal or State grants. The inclusion of the indirect costs claimed by Contractor that are not Medi-Cal allowable or grant reimbursable shall not cause the payments made under this Agreement to exceed the total dollar amount set forth in this Exhibit B, Section II. County agrees to pay Contractor the agreed upon indirect costs that are not Medi-Cal allowable or grant reimbursable outside the cost reimbursement and settlement process outlined in this Exhibit B. Payment of these agreed upon indirect costs will be excluded from the claims submitted by County to the State for Medi-Cal reimbursement, and shall be accounted for by Contractor in the cost reimbursement and settlement process in accordance with instructions from the County.

EXHIBIT B-1

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

CONTRACTOR NAME: **Telecare Corporation** **Fiscal Year:** **2014-15**

	PROGRAM			TOTAL
	McMillan Ranch	CARES North Residential	Santa Maria ACT	
DESCRIPTION/MODE/SERVICE FUNCTION:	NUMBER OF UNITS PROJECTED (based on history):			
Crisis Residential (05/40)	-	3,339	-	3,339
Outpatient - Placement/Brokerage (15/01-09)	-	-	80,209	80,209
Outpatient Mental Health Services (15/10-59)	220,198	-	405,081	625,279
Outpatient - Crisis Intervention (15/70-79)		-	10,776	10,776
SERVICE TYPE: M/C, NON M/C	M/C	M/C	M/C	
UNIT REIMBURSEMENT	minute	day	minute	
COST PER UNIT/PROVISIONAL RATE:				
Crisis Residential (05/40)	$326.96			
Outpatient - Placement/Brokerage (15/01-09)	$1.91			
Outpatient Mental Health Services (15/10-59)	$2.47			
Outpatient - Crisis Intervention (15/70-79)	$3.67			
GROSS COST:	$ 656,378	$ 1,091,867	$ 1,193,298	$2,941,543
LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)				
PATIENT FEES				$0
PATIENT INSURANCE				$0
CONTRIBUTIONS				$0
FOUNDATIONS/TRUSTS				$0
SPECIAL EVENTS				$0
OTHER (LIST):	$ 112,488			$112,488
TOTAL CONTRACTOR REVENUES	$ 112,488	$ -	$ -	$112,488
MAXIMUM CONTRACT AMOUNT:	**$ 543,890**	**$ 1,091,867**	**$ 1,193,298**	**$ 2,829,055**

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT*				
MEDI-CAL/FFP	$ 178,500	$ 248,191	$ 441,862	$ 868,553
COUNTY FUNDS*				$ -
MHSA*	$ 186,890	$ 595,485	$ 309,574	$ 1,091,949
MHSA Medi-Cal Match:	$ 178,500	$ 248,191	$ 441,862	$ 868,553
TOTAL (SOURCES OF FUNDING)	$ 543,890	$ 1,091,867	$ 1,193,298	$ 2,829,055

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

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

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

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

EXHIBIT B-2
Contractor Budget

Santa Barbara County Alcohol, Drug and Mental Hea
Entity Budget By Pro

AGENCY NAME: Telecare Corporation

COUNTY FISCAL YEAR: 2014-15

Gray Shaded cells contain formulas, do not overwrite

LINE #	COLUMN # 1	2	3	4	5	6
	I. REVENUE SOURCES:	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Santa Maria ACT	McMillan Ranch	CARES Crisis Residential
1	**Contributions**		$ -			
2	**Foundations/Trusts**		$ -			
3	**Special Events**		$ -			
4	**Legacies/Bequests**		$ -			
5	**Associated Organizations**		$ -			
6	**Membership Dues**		$ -			
7	**Sales of Materials**		$ -			
8	**Investment Income**		$ -			
9	**Miscellaneous Revenue**		$ -			
10	**ADMHS Funding**		$ -			
11	**Other Government Funding**		$ -			
12	**Med-Cal FFP**		$ 868,553	**$ 441,862**	**$ 178,500**	**$ 248,191**
13	**Realignment County Funds**		$ -			
14	**MHSA**		$ 1,091,948	**$ 309,574**	**$ 186,890**	**$ 595,485**
15	**MHSA Medi-Cal Match**		$ 868,553	**$ 441,862**	**$ 178,500**	**$ 248,191**
16	**Revenue**	**$ 247,346,772**	$ -			
17	**Other (specify)**		$ -			
18	Total Other Revenue (Sum of lines 1 through 17)	$ 247,346,772	$ 2,829,054	$ 1,193,298	$ 543,890	$ 1,091,867
	I.B Client and Third Party Revenues:					
19	**Medicare**		-			
20	**Client Fees**		-			
21	**Insurance**		-			
22	**SSI**		112,488		**$ 112,488**	
23	**Other (specify)**		-			
24	Total Client and Third Party Revenues (Sum of lines 19 through 23)	-	112,488	-	112,488	-
25	GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 24)	247,346,772	2,941,542	1,193,298	656,377	1,091,867

EXHIBIT B-2
Contractor Budget

25	GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 24)	247,346,772	2,941,542	1,193,298	656,377	1,091,867
	III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Santa Maria ACT	McMillan Ranch	CARES Crisis Residential
	III.A. Salaries and Benefits Object Level					
26	Salaries (Complete Staffing Schedule)	122,637,902	$ 1,382,549	$ 560,981	$ 278,882	$ 542,686
27	Employee Benefits	32,310,782	$ 406,916	$ 182,235	$ 82,252	$ 142,429
28	Consultants		$ -	$ -	$ -	$ -
29	Payroll Taxes	11,083,107	$ 131,210	$ 50,290	$ 27,710	$ 53,210
30	Salaries and Benefits Subtotal	$ 166,031,791	$ 1,920,675	$ 793,506	$ 388,844	$ 738,326
	III.B Services and Supplies Object Level					
31	Professional Fees	73,657,736	$ 4,223	$ 1,967	$ 915	$ 1,341
32	Supplies		$ 90,630	$ 12,546	$ 40,767	$ 37,318
33	Telephone		$ 51,360	$ 33,415	$ 7,592	$ 10,353
34	Postage & Shipping		$ 1,703	$ 713	$ 102	$ 888
35	Occupancy (Facility Lease/Rent/Costs)	7,657,244	$ 296,168	$ 95,488	$ 91,734	$ 108,946
36	Rental/Maintenance Equipment		$ 4,188	$ 4,188	$ -	$ -
37	Printing/Publications		$ 2,341	$ 986	$ 691	$ 665
38	Transportation		$ 54,791	$ 26,416	$ 14,664	$ 13,711
39	Conferences, Meetings, Etc		$ 14,335	$ 6,107	$ 2,629	$ 5,599
40	Insurance		$ 18,788	$ 10,424	$ 3,946	$ 4,418
41	Taxes, Fees and Licenses		$ 2,884	$ 548	$ 1,391	$ 945
42	Depreciation		$ 14,874	$ 4,619	$ 7,492	$ 2,763
43	Benefits Processing and Payroll Fees		$ 36,178	$ 12,419	$ 9,998	$ 13,762
44	Pharmacy and Laboratory Expenses		$ 42	$ -	$ -	$ 42
45	Services and Supplies Subtotal	$ 81,314,981	$ 592,507	$ 209,835	$ 181,919	$ 200,753
46	III.C. Client Expense Object Level Total		$ 27,551	$ 25,364	$ -	$ 2,187
47	SUBTOTAL DIRECT COSTS	$ 247,346,772	$ 2,540,733	$ 1,028,705	$ 570,763	$ 941,265
	IV. INDIRECT COSTS					
48	Administrative Indirect Costs (Reimbursement limited to 15%)		$ 400,810	$ 164,593	$ 85,614	$ 150,602
49	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	$ 247,346,772	$ 2,941,542	$ 1,193,298	$ 656,377	$ 1,091,867

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless County and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by County on account of any claim except where such indemnification is prohibited by law. Contractor's indemnification obligation applies to County's active as well as passive negligence but does not apply to County's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance
Coverage shall be at least as broad as:

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

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

Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions

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

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

the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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