

AGREEMENT

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

6. **INDEPENDENT CONTRACTOR.** Contractor shall perform all of its services under this Agreement as an Independent Contractor and not as an employee of County. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, Workers' Compensation insurance, and protection of tenure.
7. **STANDARD OF PERFORMANCE.** Contractor represents that it has the skills, expertise, and licenses and/or permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a manner which will conform to high standards of quality and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request, without additional compensation. Contractor shall obtain and maintain all permits and/or licenses required for performance under this Agreement without additional compensation, at Contractor's own expense.
8. **NON-DISCRIMINATION.** County hereby notifies Contractor that Santa Barbara County's Unlawful Discrimination Ordinance (Santa Barbara County Code, Chapter 2, Article XIII) applies to this Agreement and is incorporated herein by reference with the same force and effect as if the ordinance were specifically set out herein. Contractor hereby agrees to comply with said ordinance.
9. **CONFLICT OF INTEREST.** Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor.
10. **RESPONSIBILITIES OF COUNTY.** County shall provide all information reasonably necessary to allow Contractor to perform the services contemplated by this Agreement.
11. **OWNERSHIP OF DOCUMENTS.** Upon production, County shall be the owner of the following items incidental to this Agreement, whether or not completed: all data collected and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall be the legal owner and Custodian of Records for all County client files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) §5328; 42 United

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States Code (U.S.C.) §290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. Contractor further agrees to provide County with copies of all County client file documents resulting from this Agreement without requiring any further written release of information.

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

12. **RECORDS, AUDIT, AND REVIEW.** Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records until such time that the State Department of Health Care Services completes its final audit for the fiscal year(s) covered by this Agreement, or not less than three (3) years from the end of the term of this Agreement, whichever is later. All account records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records, either at any time during Contractor's regular business hours, or upon reasonable notice to Contractor.
13. **COMPLIANCE WITH HIPAA.** Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.
14. **INDEMNIFICATION AND INSURANCE.** Contractor shall agree to defend, indemnify and hold harmless the County and to procure and maintain insurance in accordance with the provisions of Exhibit C attached hereto and incorporated herein by reference.
15. **TAXES.** County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by State, Federal, or local taxing agencies, Contractor agrees to reimburse County within one (1) week for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and Workers' Compensation insurance.
16. **DISPUTE RESOLUTION.** Any dispute or disagreement arising out of this Agreement shall first be addressed and resolved at the lowest possible staff level between the appropriate representatives of the Contractor and of the County. If the dispute or disagreement cannot be resolved at this level, it is to be elevated to the

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Contractor's Program Manager and County's relevant Program Manager. If the Managers cannot resolve the dispute, they are to take the following actions:

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

17. **TERMINATION.**

- A. **BY COUNTY.** County, by written notice to Contractor, may terminate this Agreement in whole or in part at any time, whether for County convenience or because of the failure of Contractor to fulfill the obligations herein. Upon termination, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process.
 - 1. **FOR CONVENIENCE.** County may terminate this Agreement upon thirty (30) days written notice. Following such notice of termination, Contractor shall notify County of the status of its performance and cease work at the conclusion of the thirty (30) day notice period.

Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the maximum budgeted amount for this Agreement as set forth in Exhibit B, or paid for profit on unperformed portions of service. Contractor shall furnish to County such financial information as, in the judgment of County, is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final.

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2. **FOR CAUSE.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate this Agreement by written notice which shall be effective upon receipt by Contractor.
- B. **BY CONTRACTOR.** Contractor may, upon thirty (30) days written notice to County, terminate this Agreement in whole or in part at any time, whether for Contractor's convenience or because of the failure of County to fulfill the obligations herein. Following such termination, Contractor shall promptly cease work and notify County as to the status of its performance.
18. **ENTIRE AGREEMENT, AMENDMENTS, AND MODIFICATIONS.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties. There have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be amended or modified only by the written mutual consent of the parties hereto. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the director of Alcohol, Drug & Mental Health Services. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral Agreements, course of conduct, waiver or estoppel.
19. **NON-EXCLUSIVE AGREEMENT.** Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.
20. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of or for the benefit of any or all parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
21. **ASSIGNMENT.** Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of County. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
22. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder, now or hereafter existing at law or in equity or otherwise.

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

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31. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.
32. **COMMUNICATION.** Contractor shall acknowledge in any public announcement regarding the program that is the subject of this Agreement that Santa Barbara County Alcohol, Drug, and Mental Health Department provides all or some of the funding for the program.
33. **PRIOR AGREEMENTS.** Upon execution, this Agreement supersedes all prior Mental Health Services agreements between County and Contractor.
34. **COURT APPEARANCES.** Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials, including Contractor's staff that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue Subpoenas for the required witnesses upon request of Contractor.
35. **NONAPPROPRIATION OF FUNDS.**
- 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 as provided in Section 17. 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.

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THIS AGREEMENT INCLUDES:

- A. EXHIBIT A, A-1, A-2, A-3 – Statement of Work
- B. EXHIBIT B – Payment Arrangements
- C. EXHIBIT B-1 – Schedule of Fees
- D. EXHIBIT B-2 – Contractor Budget
- E. EXHIBIT C – Standard Indemnification and Insurance Provisions
- F. EXHIBIT E – Program Goals, Outcomes and Measures

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

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

COUNTY OF SANTA BARBARA

By: _____
DOREEN FARR, CHAIR
BOARD OF SUPERVISORS
Date: _____

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy
Date: _____

By: _____
Tax Id No 95-1644031.
Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

By _____
Deputy County Counsel
Date: _____

By _____
Deputy
Date: _____

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

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By _____
Director
Date: _____

By: _____
Date: _____

EXHIBIT A

The following terms shall apply to all programs operated under this contract, included as Exhibits A-1 through A-3.

1. STAFF.

A. **TRAINING.** Contractor shall provide training to each Program staff member, within thirty (30) days of the date of hire regarding applicable programs, including the County Management Information System (MIS), Drug Medi-Cal, Substance Abuse Crime Prevention Act (SACPA), and Drug Court/ Substance Abuse Treatment Court (SATC).

i. For Prevention programs:

a. Contractor shall require that Contractor's staff with responsibility for contract deliverables be trained through the web-based California Outcomes Measurement System - Prevention (CalOMS Pv) program and/or County staff, within thirty (30) days of the date of hire.

b. Contractor shall ensure that program staff have the capacity to implement and evaluate Strategic Prevention Plan (SPP) objectives by participating in the following activities:

1. Contractor shall work with County Strategic Prevention Plan Evaluation Consultant to evaluate the outcomes of SPP objectives. Contractor shall collect and report measurement indicators for short, intermediate, and long term outcomes linked to assigned goals, objectives and strategies.

2. Contractor shall attend relevant conferences and training related to Alcohol and Drug Prevention, youth leadership and development, environmental strategies, and best practices.

3. Contractor shall attend grant writing workshops or participate in training that increases agency's ability to sustain programs and agency capacity.

4. Contractor shall attend all Partners in Prevention (PIP) meetings and participate in all County sponsored prevention trainings.

5. Contractor shall attend grant writing workshops or participate in training that increases Contractor's ability to sustain programs and Contractor capacity.

B. Staff hired to work directly with clients shall have competence and experience in working with clients with substance use disorders and co-occurring disorders, as required by State regulation.

EXHIBIT A

- C. Contractor shall notify County of any staffing changes as part of the monthly Staffing Report. Contractor shall notify the designated County Liaison and County Alcohol and Drug Program (ADP) Staff within one business day when staff is terminated from working on this Agreement.
- D. At any time prior to or during the term of this Agreement, the County may require that Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- E. County may request that Contractor's staff be immediately removed from working on the County Agreement for good cause during the term of the Contract.
- F. County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- G. Disqualification, if any, of Contractor staff, pursuant to this Section, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

2. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES.

- A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Drug Medi-Cal provider if Title 22 California Code of Regulations (CCR) Drug Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to the Alcohol, Drug, and Mental Health Services (ADMHS) Contracts Division.
- B. In the event license/certification status of a staff member cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement.

EXHIBIT A

C. If Contractor is a participant in the Drug Medi-Cal program, Contractor shall keep fully informed of all current guidelines disseminated by the California State Department of Health Care Services (DHCS), Department of Public Health (DPH) and Department of Social Services (DSS), as applicable including, but not limited to, procedures for maintaining Drug Medi-Cal certification of all its facilities.

3. REPORTS.

A. **SECONDARY PREVENTION REPORTS.** Contractor shall complete and submit a secondary Prevention Monthly Report no later than twenty (20) calendar days following the end of the month being reported.

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

- i) Monthly CalOMS Pv electronic data. Contractor shall document all project activity in CalOMS Pv according to the Center for Substance Abuse Prevention (CSAP) strategy allocation in the Contractor's budget;
- ii) Semi-annual progress report narrative entered into CalOMS Pv;
- iii) Semi-annual program outcomes data;
- iv) Contractor shall enter all service delivery data documenting all activities conducted in support of SPP objectives into CalOMS Pv according to budgeted CSAP strategy on a minimum of a monthly basis.;
- v) Contractor shall enter semi-annual narrative progress reports into the Evaluation Module of CalOMS Pv by January 10th and July 10th of each fiscal year during the term of this agreement. Entries should include all successes, challenges and progress made toward outcomes, as detailed in the Protocol on Prevention Program Progress and Outcomes Reporting;
- vi) Contractor shall submit to County all environmental data collected and survey or focus group results prior to all interventions by January 10, and following all interventions by July 10, into the Evaluation Module of CalOMS Pv, as detailed in the Protocol on Prevention Program Progress and Outcomes Reporting.

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

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- D. **STAFFING.** Contractor shall submit monthly Staffing Reports to County. These reports shall be on a form acceptable to, or provided by, County and shall report actual staff hours worked by position, Documented Service Hours (DSH'S) provided by position, caseload by position, and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, and hire and/or termination date. The reports shall be received by County no later than twenty (20) calendar days following the end of the month being reported.
- E. **PROGRAMMATIC.** Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than twenty (20) calendar days following the end of the quarter being reported. Programmatic reports shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, number of active cases, number of clients admitted/ discharged, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes. For Perinatal programs, report shall include the number of women and children served, number of pregnant women served, and the number of births. Contractor shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps will be taken to achieve satisfactory progress.
- F. **PROGRAM EVALUATION, PERFORMANCE AND OUTCOME MEASURES.** Contractor shall work with County to ensure satisfactory data collection and compliance with the Outcomes described in Exhibit E, Program Goals, Outcomes and Measures.
- G. **ADDITIONAL REPORTS.** Contractor shall maintain records and make statistical reports as required by County and DHCS, DPH or DSS, as applicable, on forms provided by or acceptable to, the requesting agency. Upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.
4. **PERFORMANCE.** Contractor shall adhere to all County requirements, all relevant provisions of the California Code of Regulations Title 9, Division 4 and all relevant provisions of applicable law that are now in force or which may hereafter be in force. Contractor shall abide by all applicable State Program Certification standards and regulations, and by the alcohol and drug treatment standards, policies, and procedures set forth by Santa Barbara County in the Provider Reference Manual where applicable.
5. **STANDARDS**
- A. Contractor shall make its service protocols and outcome measures data available to County and to Drug Medi-Cal site certification reviewers.

EXHIBIT A

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

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

7. **CLIENT AND FAMILY MEMBER EMPOWERMENT**

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

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

8. **CULTURAL COMPETENCE**

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

1. The number of Bilingual and Bicultural staff (as part of the monthly staffing report), and the number of culturally diverse clients receiving Program services;
2. Efforts aimed at providing culturally competent services such as training provided to staff, changes or adaptations to service protocol, community education/outreach, etc.

B. Contractor shall fill Program service staff positions with staff that reflects the ethnic makeup of Santa Barbara County. At all times, the Contractor shall be staffed with personnel who are Bilingual (Spanish) and able to communicate in the client preferred language;

C. Contractor shall maintain Bilingual Spanish capacity and provide staff with regular training on cultural competence, sensitivity and the cultures within the community.

9. **NOTIFICATION REQUIREMENTS**

A. Contractor shall notify County immediately in the event of any suspected or actual misappropriation of funds under Contractor's control; known serious

EXHIBIT A

complaints against licensed/certified staff; restrictions in practice or license/certification as stipulated by a State agency; staff privileges restricted at a hospital; legal suits initiated specific to the Contractor's practice; initiation of criminal investigation of the Contractor; or other action instituted which affects Contractor's license/certification or practice (for example, sexual harassment accusations). "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the event. Contractor shall train all personnel in the use of the ADMHS Compliance Hotline.

- B. Contractor shall immediately notify the Designated ADP staff in the event a client with a case file (episode) open to the County presents any of the following client indices: suicidal risk factors, homicidal risk factors, assaultive risk factors, side effects requiring medical attention or observation, behavioral symptoms presenting possible health problems, or any behavioral symptom that may compromise the appropriateness of the placement.
- C. Contractor shall immediately notify the Designated ADP staff, regardless of whether the client has a case file (episode) open with the County, should any of the following events occur: death, fire setting, police involvement, media contact, any behavior leading to potential liability, any behavioral symptom that may compromise the appropriateness of the placement.

10. MONITORING. Contractor agrees to cooperate with the County's Monitoring process which ensures medical necessity (for Drug Medi-Cal services) appropriateness and quality of care. This review may include clinical record peer review, client survey, and other program monitoring practices. Contractor will cooperate with these programs, and will furnish necessary assessment and treatment plan information, subject to Federal or State confidentiality laws, and provisions of this agreement.

11. PERIODIC REVIEW. County shall assign staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, fiscal and overall performance activity. ADMHS staff shall conduct periodic on-site reviews of Contractor's client charting.

12. ADDITIONAL PROGRAM REQUIREMENTS

- A. Contractor shall provide services in coordination and collaboration with ADMHS, including Mental Health Services, Probation, other County departments, and other community based organizations, as applicable.
- B. Contractor shall provide a safe, clean and sober environment for recovery.
- C. Contractor shall adhere to all applicable State, Federal, and County requirements, with technical assistance from ADMHS.
- D. Contractor shall attend ADMHS ADP Provider meetings regularly to receive information and support in addressing treatment concerns.

EXHIBIT A-1
Statement of Work
Big Brothers Big Sisters

1. **PROGRAM SUMMARY:** The Big Brothers, Big Sisters program (hereafter, “the Program”) provides mentoring opportunities to youth ages 7 - 17 who lack positive adult role models in their lives. The goal of mentoring is to provide consistent relationships, support, and guidance to “at risk” youth. Mentoring encourages participation in alternative activities and keeps the youth from establishing risky behaviors. Primary prevention will include educating the mentors, mentees and the community at large. The Program will be headquartered at 123 W. Gutierrez St., Santa Barbara, California.

2. **PROGRAM GOALS:** Contractor shall be responsible for achieving County Strategic Prevention Plan (SPP) goals. Each goal is linked to objectives identified in the SPP and strategies identified in the Substance Abuse and Mental Health Services Administration (SAMHSA) Center for Substance Abuse Prevention (CSAP) Strategies. Contractor shall implement these CSAP strategies for the purpose of accomplishing prevention outcomes as identified in the SPP as follows:
 - A. SPP Priority Area 2: Reduction of underage drinking (Goal A): Reduce alcohol related problems associated with underage youth access to alcohol in the home.

 - B. SPP Priority Area 2: Reduction of underage drinking (Goal C): Increase the capacity of youth to be resilient to alcohol consumption and to effectively address and prevent problems associated with underage drinking.

 - C. SPP Priority Area 3: Awareness of the harms and risks of marijuana use (Goal A): Increase youth and parent awareness of the risks and harms of marijuana use.

3. **DEFINITIONS.**
 - A. **Primary Prevention – Universal Prevention:** Primary Prevention programs are paid by Substance Abuse Prevention and Treatment (SAPT) Prevention Set Aside funding and must be used to implement universal prevention strategies. Universal prevention strategies address the entire population (national, local community, school and neighborhood) with messages and programs aimed at preventing or delaying the abuse of alcohol, tobacco, and other drugs. For example, it would include the general population and subgroups such as pregnant women, children, adolescents, and the elderly. The mission of universal prevention is to prevent the problem. All members of the population share the same general risk for substance abuse, although the risk may vary greatly among individuals. Universal prevention programs are delivered to large groups without any prior screening for substance abuse risk. The entire population is assessed as at-risk for substance abuse and capable of benefiting from prevention programs.

 - B. **CSAP Strategy:** SAMHSA CSAP has classified prevention into the following six strategies, as defined by Federal Register, Volume 58, Number 60, March 31, 1993, and detailed in the Provider Manual: Information Dissemination; Education; Alternatives; Problem Identification and Referral; Community-Based

EXHIBIT A-1
Statement of Work
Big Brothers Big Sisters
Process; and Environmental. The specific CSAP strategies and service codes Contractor shall implement are detailed in Section 4.

4. **SERVICES.** Contractor shall provide the following services to implement SPP outcome-based objectives and Universal Prevention strategies, further described in Exhibit E.
- A. By June 30, 2013, reduce the number of youth drinking in the home from 35.1% to 33% of 11th graders, and using alcohol within the last 30 days from 38% to 35% of 11th graders (SPP Objective, Goal A) using the following SPP Strategies:
- i. Implement parent pledges asking parents to not provide alcohol to minors in their home (SPP Strategy).
 - a. Contractor shall include parent pledges in all membership packets at time of registration.
 - b. Contractor shall provide parent pledges to be filled out at all trainings, presentations, and all Alcohol and Other Drug (AOD) activities where parents are present including annual group activities of all mentors and mentees.
 - c. Contractor shall maintain a parent pledge on Contractor's website where parents can access the pledge.
 - ii. Conduct outreach education and discourage adult tolerance of underage drinking (SPP Strategy).
 - a. Contractor shall conduct a total of one presentation each on the effects of underage drinking to parents, staff and mentors.
 - b. Contractor shall develop one media campaign that discourages adult tolerance of underage drinking which includes a Public Service Announcement or letter campaign for television, radio or print.
 - c. Contractor shall prepare, purchase or design AOD information dissemination materials to provide as handouts.
 - d. Contractor shall provide information on the harms associated with underage drinking at various community events.
- B. By June 30, 2013, increase opportunities in the community to promote positive youth development of core assets, competencies, and skills (that enable youth to become resilient to alcohol and drug use) from 51% to 55% (SPP Objective, Goal C) using the following SPP Strategies:
- i. Provide youth-based programs that will enable youth to meet their key developmental needs for competency, achievement, self-definition, creative expression, positive social interactions with peers and adults, structure and

EXHIBIT A-1
Statement of Work
Big Brothers Big Sisters

clear limits, and meaningful participation in creating healthy alcohol and drug free communities (SPP Strategy).

- a. Contractor shall have 10-15 mentor leaders providing support and mentoring to youth recruits.
 - b. Contractor will provide training for Contractor's staff on AOD prevention and Asset Development¹.
 - c. Contractors shall provide one (1) training to mentors and parents on the dangers of AOD and how to discuss alcohol and substance use, including talking to youth about the behavioral and physical risks involved.
 - d. Contractor shall conduct a survey of mentees to measure Developmental Assets and views on AOD.
- ii. Provide youth with caring adult role models and mentors (SPP Strategy).
- a. Contractor shall involve all participants in planning and decision making of all alcohol and drug prevention activities.
 - b. Contractor shall engage mentees in AOD awareness activities a minimum of twice a year.
- C. By June 30, 2013, increase youth and parent awareness of the potency, effects, harms and risks of marijuana from 89% to 92% (SPP Objective, Goal A) using Social Marketing and Media Campaigns to increase awareness about marijuana facts as well as Educational Outreach to parents and youth about marijuana facts (SPP Strategy).
- i. Contractor shall train all staff, parents, mentors, and mentees on the harms and risks of marijuana.
 - ii. Contractor shall provide information on the harms and risks of marijuana to parents and community members through outreach.

5. ADDITIONAL PROGRAM REQUIREMENTS.

- A. Contractor shall partner and collaborate with other County funded Prevention Providers, including:
- i. Collaborate with local partner agencies in various underage and binge drinking prevention initiatives and activities.
 - ii. Work with County to update the SPP's underage drinking reduction logic models and linked evaluation plans.

¹ <http://www.search-institute.org/developmental-assets>

EXHIBIT A-1
Statement of Work
Big Brothers Big Sisters

- iii. Participate in quarterly Partners in Prevention provider meetings.
 - iv. Participate in youth leadership conference hosted by CADA Friday Night Live with 50-70 Santa Barbara County teens, including a workshop about presenting to policy-making bodies.
 - v. Collaborate with County and local partner agencies to implement/maintain minimum standards for a Santa Barbara County model for youth development.
- B. Contractor shall prepare for and participate in annual County monitoring site visits, and shall provide current information to County on all Program activities, including:
- i. Contractor shall notify County in writing of Contractor's sponsorship of training sessions and public/community events no later than thirty (30) days prior to the event.
 - ii. Contractor shall submit all survey instruments and assessment tools to County for review.
 - iii. Contractor shall submit to County all evaluation, pre/post test and survey results summaries.
 - iv. County shall conduct monitoring site visits, including review of documentation and materials, between the months of February and May.

EXHIBIT A-2
Statement of Work
School Based Counseling

1. **PROGRAM SUMMARY:** The School Based Counseling Program (hereafter, “the Program”) provides early identification of alcohol and other drug (AOD) problems related to the use or abuse of drugs that results in behavior that may contribute to the student’s (hereafter, “client’s”) truancy, academic under-achievement, anti-social behavior, and family problems. Services are designed to be age appropriate and culturally relevant, and are based on individual assessment and cultural factors. School based counseling should focus on short-term personal, family, job/school, and other problems and their relationship to substance abuse or a return to substance abuse. Other services may include assisting the client in developing an appropriate support system to reinforce behavioral achievements in counseling. The Program shall provide early intervention and short term school-based individual and/or group counseling to clients that are referred by school staff or self referred. The Program will be headquartered at 123 W. Gutierrez Street, Santa Barbara, California.

2. **PROGRAM GOALS.**
 - A. Delay, prevent or reduce AOD use among students.
 - B. Promote self-sufficiency and empower substance users and abusers to become productive and responsible members of a school environment;
 - C. Increase personal safety;
 - D. Respond to students’ personal crises on the school campus due to substance use/abuse.

3. **SERVICES.** Contractor shall provide:
 - A. **Early Intervention [Service Code 18]** means a face to face contact, either individually or in a group, to intervene, disrupt and prevent continued substance abuse at the earliest possible moment. Early intervention is designed to come between a substance abuse user and his or her actions in order to modify behavior. It includes a wide spectrum of activities ranging from user education to formal intervention to appropriate treatment/recovery services
 - i. **Short Term School-based Counseling: Individual Counseling** means a face-to-face contact between a client and a therapist or counselor in a 50 minute session. Individual counseling is limited to intake, evaluation, assessment and diagnosis, treatment and discharge planning, collateral services, and crisis intervention.
 - ii. **Short Term School-based Counseling: Group Counseling** means face-to-face contacts in which one or more counselors treat four or more clients, up to a total of ten clients, at the same time, focusing on the common needs of the individuals served for a maximum of 90 minutes.

EXHIBIT A-2
Statement of Work
School Based Counseling

- B. Contractor shall refer client to ancillary services and provide referral to vocational, literacy, education, and family counseling where applicable and appropriate.
4. **Service Intensity.** Contractor shall provide services described in Section 3 up to a maximum of 12 sessions per client per year.
5. **Treatment Location** Services shall be provided at the following campuses within the Lompoc Unified School District or as otherwise approved in writing by County:
- A. Hapgood Elementary;
 - B. Buena Vista Elementary;
 - C. Clarence Ruth Elementary;
 - D. Crestview Elementary;
 - E. La Canada Elementary;
 - F. La Honda Elementary;
 - G. Fillmore Elementary;
 - H. Los Berros Elementary;
 - I. Los Padres Elementary;
 - J. Miguelito Elementary.
6. **CLIENTS.** Contractor shall provide services described in Section 3 to 17 clients and their families enrolled at designated schools.
7. **REFERRALS.**
- A. Contractor shall receive referrals from school principals, the school assistance program (SAP), School Attendance Review Board (SARB), school staff, other providers, and self-referrals. Contractor shall receive referral via phone, written referral, or walk in.
8. **ADMISSION PROCESS:**
- A. Contractor shall develop an Admission Policy that describes the complete admission process for the Program. The Admission Policy shall be available to County staff during monitoring visits, and shall include:
- i. Program description;
 - ii. Admission/Readmission process;

EXHIBIT A-2
Statement of Work
School Based Counseling

- iii. Services describing what is provided in the secondary prevention school based counseling program;
 - iv. Case File management;
 - v. Quality Assurance standards;
 - vi. Client Rights;
 - vii. Discharge.
- B. Contractor shall interview client to determine client's appropriateness for the Program.
- C. At Contractor's intake meeting with client, Contractor shall complete an admission packet with the following information:
- i. Consent to Treatment form, Program rules and guidelines, signed by client;
 - ii. Release of information form, signed by client;
 - iii. Financial assessment and contract for fees, if applicable;
 - iv. Personal/ demographic information of client, including:
 - 1. Social, economic and family background;
 - 2. Education;
 - 3. Vocational achievements;
 - 4. Criminal history, legal status;
 - 5. Medical history;
 - 6. Drug history;
 - 7. Previous history of treatment episodes.
 - v. Emergency contact information for client.
- D. Contractor shall notify referring party if client is not accepted into the Program, based on Section 9, within one business day of receiving the initial referral.
- E. Should space not be available in the Program, Contractor shall place client on a waiting list, and refer client to interim services.
9. **EXCLUSION CRITERIA:** On a case-by-case basis, the following may be cause for client exclusion from the program:

EXHIBIT A-2
Statement of Work
School Based Counseling

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

EXHIBIT A-3
Statement of Work
211 Helpline

1. **PROGRAM SUMMARY:** The 211 Helpline (hereafter, “the Program”) is a community hotline providing free, 24-hour access for information, referrals, and anonymous telephone counseling services. The Program provides a multi-lingual information and referral, crisis intervention and suicide prevention telephone helpline for Santa Barbara County residents. The Program also maintains an up-to-date, comprehensive referral database with information about human service providers in Santa Barbara County. The Program will be located at 123 W. Gutierrez Street, Santa Barbara, California 93101.

2. **PROGRAM GOALS.**
 - A. To help prevent suicide.
 - B. To help prevent or ease distress.
 - C. To intervene to help stop alcohol or other drug use and abuse.
 - D. To screen and refer individuals in need to appropriate, indicated services.

3. **SERVICES**
 - A. Contractor shall provide information and referral and/or crisis intervention services by telephone, which may be related to alcohol or other drug treatment or related issues.
 - B. Contractor shall provide training to Program volunteers regarding call handling, accessing services regarding drug/alcohol treatment/related resources, documenting caller’s issues, and referrals made to callers.
 - C. Contractor shall maintain a website database that contains information on human services available in Santa Barbara County.
 - D. Contractor shall provide monthly and quarterly data reports regarding call volume, referral source of calls, website hits, and numbers of referrals to drug and/or alcohol treatment, and related resources

4. **CLIENTS.** Clients are any caller inquiring about assistance in drug and alcohol, or mental health crisis services or referrals. Contractor shall provide information and referral and/or crisis intervention services for 14,000 calls, 1680 of which will be related to alcohol or other drug treatment/related issues.

EXHIBIT B

FINANCIAL PROVISIONS

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

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

I. PAYMENT FOR SERVICES

- A. Performance of Services. Contractor shall be compensated on a cost reimbursement basis, subject to the limitations described herein, based on satisfactory performance of the Alcohol and Drug Program services described in Exhibit A, only to the extent specified in Exhibit B-1.
- B. Limitations on Use of Funds Received Pursuant to this Agreement. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A to this Agreement. Expenses shall comply with the requirements established in OMB A-87, "Cost Principles for State, Local, and Indian Tribal Governments," and applicable regulations. Violation of this provision or use of County funds for purposes other than those described in Exhibit A shall constitute a material breach of this Agreement.

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount shall not exceed \$117270. The Maximum Contract Amount shall consist of County, State, and/or Federal funds as shown in Exhibit B-1. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

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

IV. REALLOCATION OF PROGRAM FUNDING

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

EXHIBIT B

V. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS:

- A. Internal Procedures. Contractor shall maintain internal financial controls which adequately ensure proper recording, classification, and allocation of expenses, and billing and collection procedures. Contractor's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts.
- B. Submission of Claims and Invoices. Invoices for all Non-Drug Medi-Cal services described in Exhibit A shall be delivered electronically to adpfinance@co.santa-barbara.ca.us on a form acceptable to or provided by County, within 10 calendar days of the end of the month in which services are delivered and shall include: i) sufficient detail and supporting documentation to enable an audit of the charges, ii) the amount owed by County, and iii) the contract number and signature of Contractor's authorized representative.

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

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

- C. Monthly Financial Statements. Within 20 calendar days of the end of the month in which alcohol and other drug services are delivered, Contractor shall submit monthly financial statements reflecting direct and indirect costs and other applicable revenues for Contractor's programs described in Exhibit A. Financial Statements shall be submitted electronically to adpfinance@co.santa-barbara.ca.us.
- D. Withholding of Payment for Non-Submission of MIS and Other Information. If any required MIS data, invoice or report(s) is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Director or designee. Director or designee shall review such submitted service data within 60 calendar days of receipt.
- E. Claims Submission Restrictions:
1. Billing Limit for Services. For all other services, claims must be received by County within 30 days from the end of the month in which services were provided to avoid possible denial of reimbursement for late billing.
 2. No Payment for Services Provided Following Expiration/ Termination of Contract. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor

EXHIBIT B

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

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

VI. COST REPORT

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

EXHIBIT B

2. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred twentieth (120th) day following either the end of the applicable Fiscal Year or the expiration or termination date of this Agreement, then all amounts covered by the outstanding Annual Cost Report(s) and paid by County to Contractor in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding shall be repaid by Contractor to County. Further, County shall terminate any current contracts entered into with Contractor for Programs covered by the outstanding Annual Cost Reports.

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

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

VII. PRE-AUDIT COST REPORT SETTLEMENTS.

A. Pre-audit Cost Report Settlement. Based on the Annual Cost Report(s) submitted pursuant to this Exhibit B Section VII (Cost Reports) and approved UOS, at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the State and/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 also be adjusted to the lower of:

1. The Contractor's actual costs;
2. The Maximum Contract Amount of this Agreement.

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

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

VIII. AUDITS, AUDIT APPEALS AND POSTAUDIT FINAL SETTLEMENT:

A. Audit by Responsible Auditing Party. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and federal law, authorized representatives from the County, State or Federal governments

EXHIBIT B

(Responsible Auditing Party) may conduct an audit of Contractor regarding the Alcohol and Drug Program services/activities provided hereunder.

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

EXHIBIT B-1

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

CONTRACTOR NAME:

Family Service Agency

FISCAL YEAR: 2012-13

	PROGRAM			
	School Based Counseling	Big Brothers Big Sisters	211 Helpline	Total
DESCRIPTION/MODE/SERVICE FUNCTION:	NUMBER OF UNITS PROJECTED (based on history):			
13 - Education		\$90,200		\$90,200
18 - Early Intervention	\$13,630			\$13,630
19 - Outreach and Intervention)			\$13,440	\$13,440
UNIT REIMBURSEMENT	Cost Reimbursed	Cost Reimbursed	Cost Reimbursed	
COST PER UNIT/PROVISIONAL RATE:				
18 - Early Intervention	As Budgeted			
18 - Early Intervention (Mentoring)	As Budgeted			
19 - Outreach and Intervention (211)	As Budgeted			
GROSS COST:	\$ 18,038	\$ 134,900	\$ 138,147	\$ 291,085
LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)				
CLIENT FEES				\$0
CLIENT INSURANCE				\$0
CONTRIBUTIONS/GRANTS (includes unsecured)	\$ 4,408	\$ 44,700	\$ 124,707	\$173,815
FOUNDATIONS/TRUSTS				\$0
SPECIAL EVENTS				\$0
TOTAL CONTRACTOR REVENUES*	\$ 4,408	\$ 44,700	\$ 124,707	\$ 173,815
MAXIMUM (NET) CONTRACT AMOUNT:	\$ 13,630	\$ 90,200	\$ 13,440	\$ 117,270

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT				
Medi-Cal Treatment Services (6241)				\$0
Medi-Cal Perinatal Services (6242)				\$0
SACPA Treatment Services (6240)				\$0
ADP Treatment Services - SAPT (6243)			\$13,440	\$13,440
Recovery Oriented System of Care (ROSC) (6243)				\$0
Perinatal Non-Drug Medi-Cal (6244)				\$0
Drug Court Services (6246)				\$0
CalWORKS (6249)				\$0
Youth Services (6250)	\$13,630	\$56,370		\$70,000
Prevention Services (6351)		\$33,830		\$33,830
TOTAL (SOURCES OF FUNDING)	\$ 13,630	\$ 90,200	\$ 13,440	\$ 117,270

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

EXHIBIT B-2

Santa Barbara County Alcohol, Drug and Mental Health Services Contract Budget Packet Entity Budget By Program

AGENCY NAME: Family Service Agency

COUNTY FISCAL YEAR: 2012-13

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LINE #	COLUMN #	1	2	3	4	5	6	7	8	9	10
		I. REVENUE SOURCES:	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Intensive In-Home (Lompoc)	Managed Care (Santa Barbara & Lompoc)	School Based Counseling (Countywide)	Carpinteria START	ADP School Based Counseling	ADP Big Brothers Big Sisters	ADP 211 Helpline
1		Contributions	\$ 190,000	\$ 173,825					\$ 4,408	\$ 44,700	\$ 124,717
2		Foundations/Trusts	\$ 845,222	\$ -							
3		Special Events	\$ 50,000	\$ -							
4		Legacies/Bequests		\$ -							
5		Associated Organizations		\$ -							
6		Other Collaborations	\$ 161,711	\$ -							
7		Sales of Materials		\$ -							
8		Investment Income		\$ -							
9		Miscellaneous Revenue		\$ -							
10		ADMHS Funding	\$ 813,911	\$ 813,911	\$ 359,617	\$ 76,000	\$ 273,544	\$ 104,750			
11		Other Government Funding	\$ 638,401	\$ -							
12		Other School District Funding	\$ 671,197	\$ 10,000				\$ 10,000		\$ -	
13		Other ADP Funding	\$ 117,270	\$ 117,270					\$ 13,630	\$ 90,200	\$ 13,440
14		United Way	\$ 7,000	\$ -							
15		Program Fees		\$ -							
16		SELPA	\$ 293,135	\$ -							
17		Other (specify)	\$ 257,693	\$ -							
18		Total Other Revenue (Sum of lines 1 through 17)	\$ 4,045,540	\$ 1,115,006	\$ 359,617	\$ 76,000	\$ 273,544	\$ 114,750	\$ 18,038	\$ 134,900	\$ 138,157
I.B. Client and Third Party Revenues:											
19		Medicare		-							
20		Client Fees	\$ 25,000	-							
21		Insurance		-							
22		SSI		-							
23		Other (specify)		-							
24		Total Client and Third Party Revenues (Sum of lines 19 through 23)	25,000	-	-	-	-	-	-	-	-
25		GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 24)	4,070,540	1,115,006	359,617	76,000	273,544	114,750	18,038	134,900	138,157

EXHIBIT B-2

III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Intensive In-Home (Lompoc)	Managed Care (Santa Barbara & Lompoc)	School Based Counseling (Countywide)	Carpinteria START	ADP School Based Counseling	ADP Big Brothers Big Sisters	ADP 211 Helpline
III.A. Salaries and Benefits Object Level									
26 Salaries (Complete Staffing Schedule)	2,745,567	\$ 660,577	\$ 245,974	\$ 52,133	\$ 190,642	\$ 79,646	\$ 12,880	\$ 69,979	\$ 9,323
27 Employee Benefits	379,460	\$ 82,572	\$ 30,747	\$ 6,517	\$ 23,830	\$ 9,956	\$ 1,610	\$ 8,747	\$ 1,165
28 Consultants	20,700	\$ -							
29 Payroll Taxes	275,545	\$ 56,149	\$ 20,908	\$ 4,431	\$ 16,205	\$ 6,770	\$ 1,095	\$ 5,948	\$ 792
30 Salaries and Benefits Subtotal	\$ 3,421,272	\$ 799,298	\$ 297,629	\$ 63,081	\$ 230,677	\$ 96,372	\$ 15,585	\$ 84,675	\$ 11,281
III.B Services and Supplies Object Level									
31 Professional Fees	1,500	\$ 650	\$ 500	\$ 150					
32 Supplies	30,157	\$ 11,117	\$ 1,500	\$ 250	\$ 1,650	\$ 500	\$ 100	\$ 6,303	\$ 814
33 Telephone	28,000	\$ 20,493	\$ 1,800		\$ 1,103	\$ 850		\$ 4,040	\$ 12,700
34 Postage & Shipping	5,610	\$ 450	\$ 100		\$ 175			\$ 175	
35 Occupancy (Facility Lease/Rent/Costs)	29,831	\$ 23,330	\$ 6,650	\$ 2,055	\$ 3,100	\$ 1,050		\$ 10,475	
36 Rental/Maintenance Equipment		\$ -							
37 Printing/Publications	3,650	\$ 2,455	\$ 100		\$ 210	\$ 175		\$ 775	\$ 1,195
38 Transportation	33,100	\$ 10,255	\$ 2,832	\$ 176	\$ 500	\$ 550		\$ 3,152	\$ 3,045
39 Conferences, Meetings, Etc	6,500	\$ 3,580	\$ 500	\$ 375	\$ 300	\$ 250		\$ -	\$ 2,155
40 Insurance		\$ -							\$ -
41 Subcontractor 211 Program	86,000	\$ 86,000						\$ -	\$ 86,000
42 Membership/Professional Licenses	12,747	\$ 10,859			\$ 150	\$ 50		\$ 7,712	\$ 2,947
43 Media/Advertising		\$ -						\$ -	
44 Answering Service		\$ 1,110	\$ 1,110	\$ -					
45 Services and Supplies Subtotal	\$ 237,095	\$ 170,299	\$ 15,092	\$ 3,006	\$ 7,188	\$ 3,425	\$ 100	\$ 32,632	\$ 108,856
46 III.C. Client Expense Object Level Total		\$ -							
47 SUBTOTAL DIRECT COSTS	\$ 3,658,367	\$ 969,597	\$ 312,721	\$ 66,087	\$ 237,865	\$ 99,797	\$ 15,685	\$ 117,307	\$ 120,137
IV. INDIRECT COSTS									
48 Administrative Indirect Costs (limited to 15%)	412,173	\$ 145,408	\$ 46,896	\$ 9,913	\$ 35,679	\$ 14,953	\$ 2,353	\$ 17,593	\$ 18,021
49 GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 4,070,540	\$ 1,115,005	\$ 359,617	\$ 76,000	\$ 273,544	\$ 114,750	\$ 18,038	\$ 134,900	\$ 138,157

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

1. INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

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

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

Indemnification pertaining to Professional Services:

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

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

2. INSURANCE

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

EXHIBIT C

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

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

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

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

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

EXHIBIT C

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

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

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

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

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

SECONDARY PREVENTION SCHOOL-BASED COUNSELING SERVICES OUTCOME MEASURES		
Program Goal	Outcome	Measure
◆ Reduce or eliminate AOD use among students at school	✓ 50% of substance abusing students will decrease or eliminate drug use	➤ Number of students enrolled in school-based counseling. ➤ Counselor reporting
◆ Delay and prevent AOD use among students at school	✓ 100% of students or family members will be able to identify the negative consequences of substance abuse	➤ Number of students who abstain from first use of any AOD substance. ➤ Number of family members who decrease or eliminate substance use

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

Strategy	Measure	Outcomes
✓ Implement parent pledges asking parents to not provide alcohol to minors in their home.	<ul style="list-style-type: none"> ➤ Number of parent pledges. ➤ Number of membership packets distributed. ➤ California Healthy Kids Survey responses 	By June 30, 2013: <ul style="list-style-type: none"> ○ Decrease the number of youth reporting drinking in the home from 35.1% to 33% for 11th graders.
✓ Conduct outreach education and discourage adult tolerance of underage drinking.	<ul style="list-style-type: none"> ➤ Number of materials distributed. ➤ Number of presentations on AOD. ➤ Number of community events participated in. ➤ Number of materials developed or purchased. ➤ California Healthy Kids Survey responses 	<ul style="list-style-type: none"> ○ Decrease the number of youth reporting having “used alcohol in last 30 days” from 38% (2008) to 35% for 11th graders as measured by the California Healthy Kids survey.

EXHIBIT E
PROGRAM GOALS, OUTCOMES AND MEASURES

<p>✓ Provide youth-based programs that will enable youth to meet their key developmental needs for competency, achievement, self-definition, creative expression, positive social interactions with peers and adults, structure and clear limits, and meaningful participation in creating healthy alcohol and drug free communities.</p>	<ul style="list-style-type: none"> ➤ Number of mentors participating in program ➤ Number of trainings provided. ➤ Number of mentees participating in program. 	<p>By June 30, 2013:</p> <ul style="list-style-type: none"> ○ Increase the number of youth reporting “Because of this program: my success at school is better” from 51% to 55% and <p>“My relationships are better” from 51% to 55%, as measured by ADP’s Youth Survey.</p> <ul style="list-style-type: none"> ○ Annual youth participation in program that increases their internal assets and external resources from 136 to 145.
<p>✓ Provide youth with caring adult role models and mentors.</p>	<ul style="list-style-type: none"> ➤ Number of AOD activities organized. ➤ Number of AOD activities mentee participated in. 	<p>By June 30, 2013:</p> <ul style="list-style-type: none"> ○ Increase the number of youth reporting “Because of this program: my success at school is better” from 51% to 55% and <p>“My relationships are better” from 51% to 55%, as measured by ADP’s Youth Survey.</p> <ul style="list-style-type: none"> ○ Increase the number of youth reporting: Outside of my home and school there is an adult who really cares about me from 90% to 92%.
<p>✓ Social Marketing and Media Campaigns to increase awareness about marijuana facts as well as Educational Outreach to parents and youth about the marijuana facts.</p>	<ul style="list-style-type: none"> ➤ Number of educational materials distributed. ➤ Number of locations where materials are distributed. 	<p>By June 30, 2013:</p> <ul style="list-style-type: none"> ○ Decrease the number of youth reporting having “used alcohol in the last 30 days” from 28.5% to 26% for North County as measured by the California Healthy Kids Survey – Module G. ○ Decrease the number of parents reporting: Smoking marijuana does not really harm a growing person’s health. from 17% to 15%, as measured by Parent Survey