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# **ATTACHMENT D**

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# CHANGE ORDER

Date: 5/23/14  
 Order Number: BL02033  
 Change Number: 0  
 Department Name: ADMHS  
 Requested By: Denise Morales  
 Phone #: 681-5168

Supplier Name and Address:

CASA ESPERANZA HOMELESS CENTER  
 PO BOX 24116  
 SANTA BARBARA, CA 93121

**Note to Supplier:**

This is a change in the order specified, under which you are supplying us with certain goods or services. If the change is not acceptable to you, or you require additional data, please contact the Buyer identified below (or on the original order). No reply is awaited. If you do not object to this change in writing prior to taking any further action in fulfilling the order (with all changes), you will be presumed to concur with this change and you will be bound by its terms.

The following change is requested and authorized:


**Blanket Order: FY 14-15**

Attached are the updated B1 and B2.

Change the contract term to July 1, 2014 through June 30, 2015.

Insurance is up to date and on file with purchasing.

All other terms and conditions remain the same.

  
 Authorized Departmental Signature  
 John Truman  
 Printed Name

5/23/2014  
 Date  
 805-681-5208  
 Phone (7 digit)

Buyer  
 Printed Name

Date  
 805/  
 Phone (7 digit)

**CHANGE ORDER ENCUMBRANCE (This section for County Use Only)**  
 (Refer to FIN Manual for Encumbrance Form Instructions)

Batch ID:

Choose what you want to do:

O	Enter Original Encumbrance
I	Increase Encumbrance
R	Reduce Encumbrance

Posting Date

/ /

Audit Trail #

Document # ENC

Action	Order/P.O.#	Vendor#	Dept No	Fund	Line Item Account	Amount	Program	Org Unit	Project	Desc ID
1	0	CN15564	043	0044	7469	66,000	4985			
2										
3										
4										
Total						66,000				

**A** Blanket Order FY 14-15  
**B**

Denise Morales  
 Form Prepared By

681-5168  
 Phone #

Deputy Auditor-Controller

Date



**Order Search**

- Order Details
- Orders by Dept
- Contract/BPO/PO listing
- Cost Centers
- Countywide Contracts
- Records Within 10% of Limit
- Records Over Limit
- Contract Fund Status
- Auditor Accounting
- Vendor List

**Order #:** CN (Service Contracts)  **Order Number**

**Full or Partial Vendor Name:** CASA ESPERANZA HOMELESS CENTER

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**Order #:** CNI5565    **Replacement# OR Req#:** 13-046

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**Vendor:** CASA ESPERANZA HOMELESS CENTER  
 725 CACIQUE ST  
 SANTA BARBARA, CA 93103  
**Ph:** 805/884-8481  
**FAX:** 805/965-3871  
**Contact:** MIKE FOLEY, EXEC DIRECTOR

**Password to View Tax ID:**  **Enter**

**Order Date:** 6/24/2013  
**Contract Term:** 6/30/2014  
**Purchasing Contact:** PHUNG (805-568-2697)

**-BILLING-**    Fund: 0048    Dept: 043    LIAcct: 7462    Prog: 2993    Org:    Proj:

SIGNED  
 Hide Insurance Detail

Insurance Detail
<b>Insurance:</b> Auto  <b>Company:</b> NON PROFITS ALLIANCE <b>Endorsement Required:</b> Waived <b>Expiration Date:</b> 10/1/2014 <a href="#">View Document...</a>
<b>Insurance:</b> General Liab  <b>Company:</b> NON PROFITS ALLIANCE OF CAL <b>Endorsement Required:</b> Yes <b>Expiration Date:</b> 10/1/2014 <a href="#">View Document...</a> <b>Type:</b> CountyWide
<b>Insurance:</b> WC  <b>Company:</b> Cypress Insurance Company (CA) <b>Endorsement Required:</b> Yes <b>Expiration Date:</b> 2/15/2015 <a href="#">View Document...</a>

<b>Bill To</b> 429 N. SAN ANTONIO RD. SANTA BARBARA, CA 93110	<b>Ship To</b> 429 N. SAN ANTONIO RD. SANTA BARBARA, CA 93110
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=====**Detail line 1**=====

**Description:** CASA ESPERANZA HOMELESS CENTER/SERVICE CONTRACT GENERAL: Provide Jail Discharge Planning services for indigent adults through the ADMHS Innovation Project as described in the attached A Exhibits B-1 and B-2. Contractor to sign Exhibit B-1 and return to ADMHS Contracts. CONTRACT PERIOD: Start date, as directed. Termination date, as directed and NO LATER THAN June 30, 2014. LIMITATIONS: Total expenditure for the period shall not exceed \$30,000.00. Any increase or decrease in this total amount may be authorized only upon written notice from the County Purchasing Manager. STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 08/24/2004) attached. Insurance documents already on file in Purchasing Division. THIS CONTRACT IS NOT VALID FOR AMOUNTS IN EXCESS OF ONE HUNDRED THOUSAND DOLLARS (\$100,000) NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 105 E. Anapamu St, RM 304, Santa Barbara, CA 93101. Accepted By: (X)

Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_ Applicable License # (Medical/Contractor/Etc): \_\_\_\_\_

**Value:** \$30,000.00  
**Tax:** \$0.00  
**Sub Total:** \$30,000.00  


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**Grand Total:** \$30,000.00

[Questions?/Comments?/Feedback?](#)





# COUNTY OF SANTA BARBARA

PURCHASING AGENT  
105 EAST ANAPAMU ST. RM. 304  
SANTA BARBARA, CA 93101

REFER INQUIRIES TO BUYER:  
PHUNG LOMAN

Phone: 805-568-2697  
Fax: 805-568-2705

SUPPLIER: Attn: BOB BOGLE  
CASA ESPERANZA HOMELESS CENTER  
PO BOX 24116  
SANTA BARBARA, CA 93121

Phone: 805/884-8481  
Fax: 805/965-3871

ORDER	
CN17195	
Page No. 1 of 1	PO Date JUL/01/2014

SHIP-TO: ADMHS - FISCAL  
429 N. SAN ANTONIO RD.  
SANTA BARBARA, CA 93110  
Phone: 805/681-5168

BILL TO: ADMHS - FISCAL  
429 N. SAN ANTONIO RD.  
SANTA BARBARA, CA 93110  
Phone: 805/681-5168

TERMS	F.O.B.	SUPPLIER CODE	DELIVERY DATE	REQUESTED BY	REQ. NO.
NET 30		03504	JUN/30/2015	DENISE MORALES	14-010

LN	QUANTITY	G/L ACCOUNT DESCRIPTION	PRICE/UNIT	EXTENSION
1	1 LOT	0044+043+7469+4895	61,200.00 /LOT	61,200.00

**CASA ESPERANZA HOMELESS CENTER/SERVICE CONTRACT**

GENERAL: PROVIDE HOMELESS SHELTER SERVICES AS DESCRIBED IN THE ATTACHED AGREEMENT ADDITIONAL TERMS AND CONDITIONS, EXHIBITS A MH, B MH, AND B-1 MH AND B2.

CONTRACT PERIOD: Start date, as directed. Termination date, as directed and NO LATER THAN JUNE 30, 2015.

Contractor to sign Exhibit B-1 and return to ADMHS Contracts via fax to 805/681-5222

LIMITATIONS: Total expenditure for the period shall not exceed \$61,200.00. Any increase or decrease in this total amount may be authorized only upon written notice from the County Purchasing Manager.

STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 08/24/2004) attached.

Insurance documents already on file in Purchasing Division.

THIS CONTRACT IS NOT VALID FOR AMOUNTS IN EXCESS OF ONE HUNDRED THOUSAND DOLLARS (\$100,000)

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 105 E. Anapamu St, RM 304, Santa Barbara, CA 93101.

Accepted By: (X) 

Print Name/Title: Bob Bogle

Date: 7/2/14

Applicable License # (Medical/Contractor/Elc): \_\_\_\_\_

Tax 1: 0.00  
Tax 2: 0.00  
Total: 61,200.00

- (1) The order number and Bill to dept. name shown above must appear on all invoices, shipping papers, packages and correspondence.
- (2) Mail invoices to the "bill to" address.
- (3) All duty and/or taxes must be shown separately on invoice where applicable.
- (4) This order is subject to the terms and conditions stated, including non-discrimination in employment, hazardous chemicals and equipment safety standards, that are available for viewing at [www.countyofsb.org](http://www.countyofsb.org)

  
COUNTY OF SANTA BARBARA



# COUNTY OF SANTA BARBARA

PURCHASING AGENT  
105 EAST ANAPAMU ST. RM. 304  
SANTA BARBARA, CA 93101

ATTACHMENT D

**ORDER**

**CN17195**

Page No.  
1 of 1

PO Date  
JUL/01/2014

**REFER INQUIRIES TO BUYER:**

PHUNG LOMAN

Phone: 805-568-2697

Fax: 805-568-2705

**SHIP-TO:** ADMHS - FISCAL  
429 N. SAN ANTONIO RD.  
SANTA BARBARA, CA 93110  
Phone: 805/681-5168

**SUPPLIER:** Attn: BOB BOGLE  
CASA ESPERANZA HOMELESS CENTER  
PO BOX 24116  
SANTA BARBARA, CA 93121

Phone: 805/884-8481

Fax: 805/965-3871

**BILL TO:** ADMHS - FISCAL  
429 N. SAN ANTONIO RD.  
SANTA BARBARA, CA 93110  
Phone: 805/681-5168

TERMS	F.O.B.	SUPPLIER CODE	DELIVERY DATE	REQUESTED BY	REQ. NO.
NET 30		03504	JUN/30/2015	DENISE MORALES	14-010

LN	QUANTITY	G/L ACCOUNT DESCRIPTION	PRICE/UNIT	EXTENSION
1	1 LOT	0044+043+7469+4895	61,200.00 /LOT	61,200.00

CASA ESPERANZA HOMELESS CENTER/SERVICE CONTRACT  
GENERAL: PROVIDE HOMELESS SHELTER SERVICES AS DESCRIBED IN THE ATTACHED AGREEMENT ADDITIONAL TERMS AND CONDITIONS, EXHIBITS A MH, B MH, AND B-1 MH AND B2.  
CONTRACT PERIOD: Start date, as directed. Termination date, as directed and NO LATER THAN JUNE 30, 2015.  
Contractor to sign Exhibit B-1 and return to ADMHS Contracts via fax to 805/681-5222  
LIMITATIONS: Total expenditure for the period shall not exceed \$61,200.00. Any increase or decrease in this total amount may be authorized only upon written notice from the County Purchasing Manager.

STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 08/24/2004) attached.  
Insurance documents already on file in Purchasing Division.  
THIS CONTRACT IS NOT VALID FOR AMOUNTS IN EXCESS OF ONE HUNDRED THOUSAND DOLLARS (\$100,000)

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 105 E. Anapamu St, RM 304, Santa Barbara, CA 93101.

Accepted By: (X) \_\_\_\_\_

Print Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

Applicable License # (Medical/Contractor/Etc): \_\_\_\_\_

Tax 1:	0.00
Tax 2:	0.00
<b>Total:</b>	<b>61,200.00</b>

- (1) The order number and Bill to dept. name shown above must appear on all invoices, shipping papers, packages and correspondence.
- (2) Mail invoices to the "bill to" address.
- (3) All duty and/or taxes must be shown separately on invoice where applicable.
- (4) This order is subject to the terms and conditions stated, including non-discrimination in employment, hazardous chemicals and equipment safety standards, that are available for viewing at www.countyofsb.org

  
COUNTY OF SANTA BARBARA





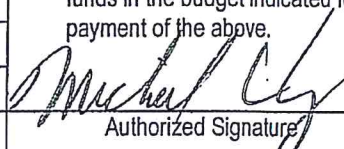
# PURCHASING REQUISITION

Date: 6-26-2014  
 Dept # / Name: 043/ ADMHS  
 Charge To Cost: 043-02-01-2110-0  
 Ship To Cost: 043-ADMHS as directed  
 Bill To Cost: 043-02-01-2110-0  
 Requested By: Denise Morales  
 Phone: 805-681-5168  
 REQ NO: 14-010

JUN 2014

Item	Description	Qty	Unit	Unit Price	Extension
1	Casa Esperanza Homeless Center (Contractor) to provide Homeless Shelter Services as described in the attached Agreement, Exhibit A MH, Exhibit A-1 MH, Exhibit B MH and Exhibit B-1 MH and Exhibit B2. Contractor to sign Exhibit B-1 and return to ADMHS Contracts via fax to 805.681.5222 Contract Term: July 1, 2014 through June 30, 2015	1	Lot	61,200	61,200
<b>COMMODITY</b>					

SUPPLIER	Suggested Supplier (name, address, phone, fax, contact) / Comments / Special Instructions	Purchasing Use Only
	Casa Esperanza Homeless Center ATTN: Bob Bogle PO Box 24116 Santa Barbara, CA 93121  PH: 805-884-0173 FAX: 805-965-3871	<b>Circle one:</b> Renew Extend Insurance: N Y W N/A Ins Dates: Lab WC Local Just: Local Bid Source Proprietary Track Record Price Other:
	Purchasing Supplier No.	

FIN DATA	Fund	Dept No	Acct No.	Program	OrgUnit	Project	Amount
	0044	043	7469	4985			61,200
I hereby certify there are sufficient funds in the budget indicated for payment of the above.  Authorized Signature							

PURCHASING ONLY	CommCode:	Order No:	Date	Time	Activity
	Bid No:	Out:	Due:		
	FOB: <input type="checkbox"/> Dest <input type="checkbox"/> Dest Prepay & Add <input type="checkbox"/> Dest Freight Collect	<input type="checkbox"/> Origin <input type="checkbox"/> Origin Prepay & Add <input type="checkbox"/> Origin Freight Collect			
	Price Source:				
	Terms:	DelvDate:			
	FA Tags: Count:	Issued #	thru #		
	Completed: Buyer Initials:	Date:			

17195

## AGREEMENT

### FOR SERVICES OF INDEPENDENT CONTRACTOR

BC \_\_\_\_\_

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and **Casa Esperanza Homeless Center** with an address at PO Box 24116, Santa Barbara, 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. Bob Bogle at phone number 805-884-0173 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:            Bob Bogle, Executive Director  
                                      Casa Esperanza Homeless Center  
                                      PO Box 24116  
                                      Santa Barbara, CA 93121  
                                      FAX: 805-965-3871

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.

## AGREEMENT

### 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 7/1/2013 and end performance upon completion, but no later than 6/30/2014 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



## AGREEMENT

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

### 9. TAXES

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

### 10. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. 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.

## AGREEMENT

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.

## AGREEMENT

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

## AGREEMENT

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

## AGREEMENT

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

## AGREEMENT

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.

**AGREEMENT****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 – Mental Health (MH) - Statement of Work
  - i. EXHIBIT A-1 MH - Statement of Work – Homeless Shelter Services
2. EXHIBIT B – Mental Health (MH) - Financial Provisions
  - i. EXHIBIT B MH - Financial Provisions
  - ii. EXHIBIT B-1 MH – Schedule of Rates and Contract Maximum
  - iii. EXHIBIT B-2 – Contractor Budget



**EXHIBIT A – MH  
STATEMENT OF WORK**

**THIS EXHIBIT A MH INCLUDES THE FOLLOWING ATTACHMENTS:**

1. Exhibit A – Mental Health (MH) - Statement of Work
  - i. EXHIBIT A-1 MH - Statement of Work – Jail Discharge Planning

## EXHIBIT A – MH STATEMENT OF WORK

The following terms shall apply to all programs operated under this Agreement, included as Exhibits A-1, 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

## EXHIBIT A – MH STATEMENT OF WORK

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 the license status of any Contractor staff cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement.
- C. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall keep fully informed of and in compliance with all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities.

#### 4. REPORTS.

- A. **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.
- B. **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, as applicable.
  - 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;

**EXHIBIT A – MH  
STATEMENT OF WORK**

- 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).

**C. 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.

## EXHIBIT A – MH STATEMENT OF WORK

- 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

**EXHIBIT A – MH  
STATEMENT OF WORK**

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 A1**  
**Statement of Work-MH**  
**Homeless Shelter Services**

1. **PROGRAM SUMMARY.** The Casa Esperanza Homeless Shelter Program (hereafter "the Program") provides supportive services to individuals with mental illness who are homeless, at risk of homelessness, or living in substandard housing and are residing in Contractor's shelter. The shelter is located at 816 Cacique St., Santa Barbara, California.
2. **SERVICES.**
  - A. Contractor shall provide case management services for homeless clients with mental illness residing in Contractor's shelter, with particular emphasis on supporting clients screened and referred by a County Homeless Outreach Worker.
  - B. Contractor shall:
    1. Monitor physical health, dental, and vision issues;
    2. Assist with personal hygiene;
    3. Provide support for clients to engage in treatment for mental health services;
    4. Assist clients to access entitlements and permanent housing;
    5. Provide vocational skills support;
    6. Help clients find and maintain permanent housing;
    7. Link clients to available community resources;
    8. Encourage social skills development.
3. **CLIENTS.** Contractor shall provide services described in Section 2 to individuals with serious mental illness residing at Contractor's shelter, with particular emphasis on providing support to clients screened and referred by a County Homeless Outreach Worker, who are:
  - A. Homeless;
  - B. Needing shelter while awaiting receipt of benefits;
  - C. Temporarily displaced while awaiting placements in more permanent housing.
4. **ADMISSION PROCESS.**
  - A. Contractor will provide staff to admit clients seven days per week. Contractor shall coordinate with County Homeless Outreach Worker, available on a regularly scheduled basis, as well as for emergencies. In emergencies, Contractor staff will call or page the County Homeless Outreach Worker on duty. County staff will provide liaison, linkage (when appropriate), assessment/evaluation, and crisis services. After hours' crisis services are to be referred to the County Mobile Crisis Team.
  - B. In the case of an aggressive, violent, or acutely intoxicated mentally ill client, or client

**EXHIBIT A1**  
**Statement of Work-MH**  
**Homeless Shelter Services**

unable to follow Program rules, the Program staff will notify a County Homeless Outreach Worker immediately of the situation and will advise of any action taken. Program staff will take whatever action is necessary to ensure the safety and well-being of the client, other clients, volunteers and staff.

**5. STAFFING.**

- A. Contractor shall provide a minimum of one (1.0) full time equivalent (FTE) mental health worker among Contractor's array of staff to provide the services described in Section 2.
- B. Contractor shall notify County of any changes to staff performing work under this Agreement within thirty (30) days of the change.
- C. 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.
- D. 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.



**EXHIBIT B  
FINANCIAL PROVISIONS - MH**

**THIS EXHIBIT B INCLUDES THE FOLLOWING ATTACHMENTS:**

2. EXHIBIT B – Mental Health (MH) - Financial Provisions
  - i. EXHIBIT B MH - Financial Provisions
  - ii. EXHIBIT B-1 MH - Schedule of Rates and Contract Maximum
  - iii. 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) MH.
- B. Medi-Cal Services. The services provided by Contractor's Program described in the Exhibit A(s) MH 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) MH, 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 MH 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) MH shall constitute a material breach of this Agreement.

### II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed \$61,200, in Mental Health funding, 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 MH.
- 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

## EXHIBIT B FINANCIAL PROVISIONS - MH

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) MH 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:

**EXHIBIT B  
FINANCIAL PROVISIONS - MH**

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) MH.
- 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.

**EXHIBIT B  
FINANCIAL PROVISIONS - MH**

**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<sup>th</sup>) 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.

**EXHIBIT B  
FINANCIAL PROVISIONS - MH**

2. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred and fifth (105<sup>th</sup>) 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 MH 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:**

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

**EXHIBIT B  
FINANCIAL PROVISIONS - MH**

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

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

## EXHIBIT B-1

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

CONTRACTOR NAME:

2014-15

	Homeless Shelter Services	TOTAL
DESCRIPTION/MODE/SERVICE FUNCTION:		
Homeless Shelter Services	\$61,200	\$61,200
SERVICE TYPE: M/C, NON M/C		
UNIT REIMBURSEMENT		
COST PER UNIT/PROVISIONAL RATE:		
Homeless Shelter Services		
Jail Discharge Planning Services		
Transitional Housing Beds		

GROSS COST:	\$ 61,646	\$61,646
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	\$ 446	\$446
OTHER (LIST): OTHER GOVERNMENT FUNDING		\$0
TOTAL CONTRACTOR REVENUES	\$ 446	\$446
<b>MAXIMUM CONTRACT AMOUNT:</b>	<b>\$ 61,200</b>	<b>\$ 61,200</b>

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT*		
MEDI-CAL/FFP		\$ -
OTHER FEDERAL FUNDS		\$ -
REALIGNMENT FUNDS		\$ -
STATE GENERAL FUNDS		\$ -
COUNTY FUNDS		\$ -
MHSA - MEDI-CAL MATCH		\$ -
MHSA - NON-MEDI-CAL	\$ 61,200	\$ 61,200
TOTAL (SOURCES OF FUNDING)	\$ 61,200	\$ 61,200

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





III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADHMS PROGRAMS TOTALS	JAIL DISCHARGE PROGRAM	MENTAL HEALTH SHELTER SERVICES	MENTAL HEALTH TRANSITIONAL SHELTER BEDS	Enter PROGRAM NAME (Fac/Prog)	Enter PROGRAM NAME (Fac/Prog)	Enter PROGRAM NAME (Fac/Prog)	Enter PROGRAM NAME (Fac/Prog)	Enter PROGRAM NAME (Fac/Prog)
III.A. Salaries and Benefits Object Level										
26 Salaries (Complete Staffing Schedule)	580,330	\$ 397,162	\$ 52,000	\$ 45,162		\$	\$	\$	\$	\$
27 Employee Benefits	124,442	\$ 20,078	\$ 12,325	\$ 7,753						
28 Consultants										
29 Payroll Taxes	52,006	\$ 9,326	\$ 5,034	\$ 4,292						
30 Salaries and Benefits Subtotal	\$ 756,778	\$ 426,566	\$ 69,360	\$ 57,206	\$	\$	\$	\$	\$	\$
III.B Services and Supplies Object Level										
31 Professional Fees	133,500	\$								
32 Supplies	55,000	\$								
33 Telephone	24,000	\$ 1,332	\$ 1,332							
34 Postage & Shipping	7,900	\$								
35 Occupancy (Facility Lease/Rent/Costs)	411,747	\$ 65,512			\$ 65,512					
36 Rental/Maintenance Equipment	29,500	\$								
37 Printing/Publications	30,000	\$								
38 Transportation	11,400	\$								
39 Conferences, Meetings, Etc	2,000	\$								
40 Insurance	60,972	\$								
41 Bank Charges/Fees	3,400	\$								
42 Client Expenses	28,700	\$								
43 Miscellaneous	14,993	\$ 2,321	\$ 1,263	\$ 1,058						
44 Storage	1,500	\$								
45 Services and Supplies Subtotal	\$ 874,612	\$ 69,165	\$ 2,595	\$ 1,109	\$ 65,512	\$	\$	\$	\$	\$
III.C. Client Expense Object Level Total										
46		\$								
47 SUBTOTAL DIRECT COSTS	\$ 1,571,390	\$ 195,731	\$ 71,955	\$ 58,264	\$ 65,512	\$	\$	\$	\$	\$
IV. INDIRECT COSTS										
48 Administrative Indirect Costs (Reimbursement limited to 15%)	196,579	\$ 10,722	\$ 3,362	\$ 3,362	\$ 3,958					
49 GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 1,767,969	\$ 206,453	\$ 75,317	\$ 61,626	\$ 69,470	\$	\$	\$	\$	\$



## COUNTY OF SANTA BARBARA

PURCHASING AGENT  
105 EAST ANAPAMU ST. RM. 304  
SANTA BARBARA, CA 93101

ORDER	
CN17408	
Page No. 1 of 2	PO Date JUL/01/2014

**REFER INQUIRIES TO BUYER:**

PHUNG LOMAN  
Phone: 805-568-2697  
Fax: 805-568-2705

**SHIP-TO:** PUB HLTH, HOMELESS PGM  
HCH PROGRAM ADMINISTRATOR  
HOMELESS PROGRAM  
300 N SAN ANTONIO RD  
SANTA BARBARA, CA 93110  
Phone: 805/681-5417

**SUPPLIER:** Attn: BOB BOGLE  
CASA ESPERANZA HOMELESS CENTER  
816 CACIQUE ST  
SANTA BARBARA, CA 93103

**BILL TO:** PUB HLTH, GEN ACCTG  
300 N SAN ANTONIO RD  
SANTA BARBARA, CA 93110  
Phone: 805/681-5182

Phone: 805/884-8481  
Fax: 805/965-3871

TERMS	F.O.B.	SUPPLIER CODE	DELIVERY DATE	REQUESTED BY	REQ. NO.
NET 30		03504	JUN/30/2015	RALPH BARBOSA	CN15428

LINE	QUANTITY	C/PAG/COUNT	DESCRIPTION	PRICE/UNIT	EXTENSION
1	1 LOT	0042+041+7460+1361+		15,000.00 /LOT	15,000.00

**CASA ESPERANZA /SERVICE CONTRACT**

**SPECIAL NOTICE TO SUPPLIER :** THIS CONTRACT REPLACES YOUR PREVIOUS YEAR CONTRACT #CN15428 WHICH EXPIRES ON JUNE 30TH, 2014. YOU MUST SIGN & RETURN THIS REPLACEMENT CONTRACT, AND YOU MUST REFERENCE THE NEW NUMBER ON ALL INVOICES & CORRESPONDENCE RELATED TO THE DESCRIBED WORK EFFECTIVE JULY 1, 2014.

**GENERAL:** Provide Substance Abuse Outreach Services approximately 60 hours each month per attached Exhibit A -Scope of Work dated July 1, 2014.  
**CONTRACT PERIOD:** July 1, 2014 through June 30, 2015.

**COMPENSATION:** Under Exhibit A, CONTRACTOR shall submit an electronic monthly invoice.

The COUNTY shall pay contractor under A at the rate of \$1,250.00 per month pursuant to Exhibit A-Scope of Work dated July 1, 2014. CONTRACTOR shall submit an invoice by the 15th of the month following provision of services. Failure to submit an invoice report in a timely and complete manner will result in delayed or no payment to contractor.

**LIMITATIONS:** Total expenditure for the period shall not exceed \$15,000.00.

**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 & procedures, provide annual training to 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.

**STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS** (ver. 08/24/2004) applies.  
Insurance documents already on file in Purchasing Division.

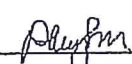
**NOTE TO CONTRACTOR:** No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 105 E. Anapamu St, RM 304, Santa Barbara, CA 93101.

Accepted By: (X) 

Print Name/Title: M Tumbler Date: 9-9-14

Continued on next page...

- (1) The order number and Bill to dept. name shown above must appear on all invoices, shipping papers, packages and correspondence.
- (2) Mail Invoices to the "bill to" address.
- (3) All duty and/or taxes must be shown separately on invoice where applicable.
- (4) This order is subject to the terms and conditions stated, including non-discrimination in employment, hazardous chemicals and equipment safety standards, that are available for viewing at [www.countyofsb.org](http://www.countyofsb.org)

  
\_\_\_\_\_  
COUNTY OF SANTA BARBARA

Department

This order is being tracked by:





## COUNTY OF SANTA BARBARA

PURCHASING AGENT  
105 EAST ANAPAMU ST. RM. 304  
SANTA BARBARA, CA 93101

### ORDER

### CN17408

Page No.  
2 of 2

PO Date  
JUL/01/2014

**REFER INQUIRIES TO BUYER:**

PHUNG LOMAN  
Phone: 805-568-2697  
Fax: 805-568-2705

**SUPPLIER:** Attn: BOB BOGLE  
CASA ESPERANZA HOMELESS CENTER  
816 CACIQUE ST  
SANTA BARBARA, CA 93103

Phone: 805/884-8481  
Fax: 805/965-3871

**SHIP TO:** PUB HLTH, HOMELESS PGM  
HCH PROGRAM ADMINISTRATOR  
HOMELESS PROGRAM  
300 N SAN ANTONIO RD  
SANTA BARBARA, CA 93110  
Phone: 805/681-5417

**BILL TO:** PUB HLTH, GEN ACCTG  
300 N SAN ANTONIO RD  
SANTA BARBARA, CA 93110  
Phone: 805/681-5182

TERMS	FOB	SUPPLIER CODE	DELIVERY DATE	REQUESTED BY	REQ NO
NET 30		03504		RALPH BARBOSA	CN15428

LN	QUANTITY	UOM	DESCRIPTION	PRICE/UNIT	EXTENSION
----	----------	-----	-------------	------------	-----------

Applicable License # (Medical/Contractor/Etc): \_\_\_\_\_

Tax 1: 0.00  
Tax 2: 0.00  
Total: 15,000.00

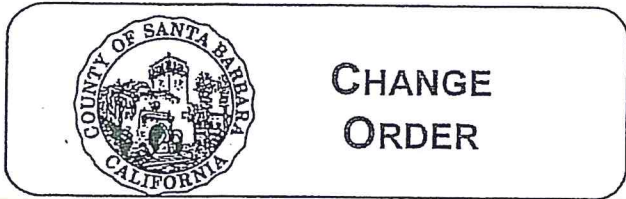
- (1) The order number and Bill to dept. name shown above must appear on all Invoices, shipping papers, packages and correspondence.
- (2) Mail Invoices to the "bill to" address.
- (3) All duty and/or taxes must be shown separately on invoice where applicable.
- (4) This order is subject to the terms and conditions stated, including non-discrimination in employment, hazardous chemicals and equipment safety standards, that are available for viewing at [www.countyofsb.org](http://www.countyofsb.org)

  
COUNTY OF SANTA BARBARA

Department

This order is being tracked by:





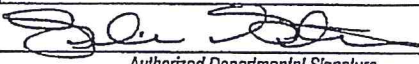
Date: 05/22/14  
 Order Number: CN15428  
 Change Number: RCO  
 Department Name: Public Health  
 Requested By: Ralph Barbosa/ Jennifer Paulson  
 Phone #: 681- 5119

Supplier Name and Address:

CASA ESPERANZA HOMELESS CENTER  
 725 CACIQUE ST  
 SANTA BARBARA, CA 93103  
 MICHAEL FOLEY, EXECUTIVE DIR.  
 805/884-0171

**Note to Supplier:**  
 This is a change in the order specified, under which you are supplying us with certain goods or services. If the change is not acceptable to you, or you require additional data, please contact the Buyer identified below (or on the original order). No reply is awaited.  
 If you do not object to this change in writing prior to taking any further action in fulfilling the order (with all changes), you will be presumed to concur with this change and you will be bound by its terms.

The following change is requested and authorized:  
**RENEW FOR FISCAL YEAR 14/15**  
**CHANGE contract period to July 1, 2014 through June 30, 2015**  
**REPLACE existing Scope of Work with attached Scope of Work dated 7-1-14.**  
**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**


 Date: 5/28/14  
 Authorized Departmental Signature: Linda Stevens  
 Date: 805/  
 Printed Name: Linda Stevens  
 Phone (7 digit): 805/  
 Buyer: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Phone (7 digit): \_\_\_\_\_

**CHANGE ORDER ENCUMBRANCE (This section for County Use Only)**  
 (Refer to FIN Manual for Encumbrance Form Instructions)

Choose what you want to do:

O	Enter Original Encumbrance
I	Increase Encumbrance
R	Reduce Encumbrance

Posting Date: / /      Audit Trail #:      Document # ENC: \_\_\_\_\_

Action	Contract/PO#	Vendor#	Fund	Dept No	Line Item Account	Amount	Program	Org Unit	Project	Desc ID
1										A
2										
3										
4										
5										
<b>Total</b>						\$0.00				

A \_\_\_\_\_  
 B \_\_\_\_\_

## EXHIBIT A-SCOPE OF WORK

Effective Date: July 1, 2014 – June 30, 2015

The Public Health Department (PHD) (COUNTY) has a contract with the federal government; HRSA (Health Resource Service Administration) to provide comprehensive, culturally competent, quality primary health care services to medically underserved, communities and vulnerable populations. The specific grant, Healthcare for the Homeless Program reaches out to homeless individuals and families and provides primary care and substance abuse services. Therefore, the COUNTY develops contracts with community partnerships to comply with the extensive grant requirements. Compliance with the tenets of the grant is imperative; therefore data to support this contract is required.

1. Name of Vendor:	Casa Esperanza Homeless Center (CEHC)
2. Name of Program:	Healthcare for the Homeless (HCH)
3. Type of Service:	Substance abuse screening, referral and treatment
4. Target Population:	Individuals who are homeless and living in Santa Barbara County (SBC)
5. Program Description/ Services to be provided:	<ul style="list-style-type: none"> <li>A. Provide substance abuse screening, brief intervention, and referral to treatment (SBIRT) services for individuals who are homeless in SBC;</li> <li>B. Attend/complete approved SBIRT training;</li> <li>C. Provide case management, which includes client identification, substance abuse screening, brief intervention, coordination of treatment/counseling, and/or referral to advanced substance abuse services, and follow up;</li> <li>D. Provide project coordination to include development and oversight of program components, statistical gathering and reporting; and</li> <li>E. Provide program outreach to include coordination with staff in the Public Health Department (PHD,) Alcohol Drug &amp; Mental Health Services (ADMHS) and Social Services (SS) Departments.</li> <li>F. Coordinate registration of patients not previously registered with PHD Health Care Centers (HCC). Make a condition of CEHC program to register for health care services (primarily with the HCH program at CEHC) and health care coverage (Medi-Cal or California Marketplace Exchange product.)</li> <li>G. Obtain patient consent for release of substance abuse screening, brief intervention, treatment/referral plan to HCC.</li> <li>H. Provide screening, brief intervention, treatment/referral coordination planning for the Casa Esperanza HCC for physician review (during designated HCC clinic hours.)</li> <li>I. For HCC patients, all original records will be made property of the HCC medical chart. Patient Medical Record Releases will be coordinated to allow CEHC to keep copies of necessary documentation. For Non-HCC patients, attempts will be made to obtain Medical Records Release to coordinate the exchange of substance use data when patients establishes with the HCC. Substance abuse screening documentation will be provided to the HCC upon request and proper signed release.</li> <li>J. CONTRACTOR shall conduct regular and frequent reviews of all their staff and Subcontractors who provide</li> </ul>

	<p>services to PHD under this Agreement against the Centers for Medicare &amp; Medicaid Services (CMS) Exclusions List and all other applicable lists. CONTRACTOR shall immediately notify COUNTY of any exclusions or debarments, <b>and for the purposes of this Agreement</b>, CONTRACTOR shall cease use of any staff or Subcontractors that become excluded or debarred from federal or state program participation.</p>
6. Dates/Times services to be provided:	Services shall be provided approximately 60 hours a month. Approximately 30-40 hours will be dedicated to HCC clinic operating hours.
7. Number of unique clients to be served:	600
8. Location(s) where services will be provided:	Casa Esperanza Health Care Center
9. Contractor's Qualifications:	<ul style="list-style-type: none"> <li>A. Have experience working with people who are homeless in a variety of living situations; i.e. shelters, street, camps, cars;</li> <li>B. Have familiarity with the homeless population who are substances users; and</li> <li>C. Have experience working with drug, alcohol, and poly-drug users.</li> </ul>

<p><b>10. Reporting Requirements and Performance Measures:</b></p>	<p>A) For non-HCC patients, patients who refuse screening, or patients who refuse to release information: CONTRACTOR shall submit data using the attached Exhibit B electronic monthly data report.</p> <p>B) For HCC patients: data reporting will be completed by HCH program staff utilizing HCC electronic medical records. CEHC will keep a tally for the monthly report using the attached Exhibit B and counts will be kept separate from non-HCC patients.</p> <p>Data reports are due by the 15<sup>th</sup> of the month following provision of services. Failure to submit a data report in a timely manner will result in delayed or no payment to CONTRACTOR.</p> <p>The data report must include the following items:</p> <ul style="list-style-type: none"> <li>A. Month of Service</li> <li>B. Contract Number</li> <li>C. Number of unique patients served</li> <li>D. Number of encounters (duplicative count)</li> <li>E. Demographic information</li> <li>F. Type of primary addictions (alcohol or other substance)</li> </ul>
<p><b>11. Compensation and Invoicing:</b></p>	<p>CONTRACTOR shall submit an electronic monthly invoice and Exhibit B data to the Program Administrator by the 15<sup>th</sup> of the month following provision of services. The monthly invoice amount is \$1,250.00.</p> <p>Invoice must be on agency letterhead and must include your contract number that will be found on the purchase order contract and will begin with the letters "CN". The following language must also be included on the invoice:</p> <p>I, _____ certify under penalty of perjury that I am an official of and am duly authorized to sign the certification and that to the best of my knowledge and information, I believe each statement and amount in the accompanying invoice to be true, correct, and in compliance with applicable state and federal laws.</p> <p>Invoices will not be paid until the required monthly report has been received and approved by PHD staff.</p> <p>Invoices that are more than 45 days past the due date, reimbursement will be reduced by 10% (-\$125.00) per invoice. For invoices more than 75 days past the due date, reimbursement will be reduced by 25% or (-\$104.00) per invoice.</p> <p>CONTRACTOR shall not bill clients or their parties for any services, which CONTRACTOR provides to COUNTY.</p> <p><b>NON-APPROPRIATIONS</b></p> <p>In the event that funds are not appropriated, budgeted, or otherwise made available in the consecutive years of this Agreement, then COUNTY shall immediately notify CONTRACTOR of such occurrence and the Agreement may be terminated by COUNTY. Subsequent to the termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.</p>
<p><b>12. Site Visits:</b></p>	<p>County of Santa Barbara Public Health Department may conduct at minimum one site visit annually with contracted agency.</p>
<p><b>13. County Designated Representative:</b></p>	<p>Dana Gamble, LCSW, Health Care Center Administrator Primary Care &amp; Family Health Division, Public Health Department 300 N. San Antonio Rd, Bldg 1, Santa Barbara, CA 93110</p>



	Phone: (805) 681-5252 Fax: (805) 681-5200 Email: <a href="mailto:dgamble@sbcphd.org">dgamble@sbcphd.org</a>
<b>14. County Contract Contact:</b>	Jennifer Paulson, Contracts Unit, Public Health Department 300 N. San Antonio Rd, Bldg 8, Santa Barbara, California 93110 Phone : (805) 681-5119 Fax: (805) 681-5191 Email: <a href="mailto:phdcu@sbcphd.org">phdcu@sbcphd.org</a>
<b>15. Indemnification and Insurance</b>	COUNTY Standard Terms and Conditions for Independent Contractors apply to this Agreement.  CONTRACTOR, by entering into this agreement, is attesting that neither the CONTRACTOR, CONTRACTOR staff or CONTRACTOR subcontractors is currently not excluded or debarred from any federal or state program participation as described above.  CONTRACTOR shall immediately notify COUNTY if any CONTRACTOR, its staff, or subcontractors become excluded from federal and state program participation as described above.
<b>16. Compliance with HIPAA</b>	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.



# COUNTY OF SANTA BARBARA

PURCHASING AGENT  
105 EAST ANAPAMU ST. RM. 304  
SANTA BARBARA, CA 93101

ATTACHMENT D

ORDER	
CN16997	
Page No. 1 of 1	PO Date JUN/05/2014

**REFER INQUIRIES TO BUYER:**

PHUNG LOMAN  
Phone: 805-568-2697  
Fax: 805-568-2705

**SUPPLIER:** Attn: MIKE FOLEY, EXEC DIRECTOR  
CASA ESPERANZA HOMELESS CENTER  
725 CACIQUE ST  
SANTA BARBARA, CA 93103

Phone: 805/884-8481  
Fax: 805/965-3871

**SHIP-TO:** PROB ADULT/JUV SUPR/ADMIN (SB)  
117 E CARRILLO  
SANTA BARBARA, CA 93101  
Phone: 805/882-3748

**BILL TO:** PROB ADULT/JUV SUPR/ADMIN (SB)  
117 E CARRILLO  
SANTA BARBARA, CA 93101  
Phone: 805/882-3748

TERMS	F.O.B.	SUPPLIER CODE	DELIVERY DATE	REQUESTED BY	REQ. NO.
NET 30		03504	JUN/30/2015	KIM SHEAN	#6/CN16170

LN	QUANTITY	G/L ACCOUNT DESCRIPTION	PRICE/UNIT	EXTENSION
1	1 LOT	0001+022+7460+4099+4410+	60,000.00 /LOT	60,000.00

CASA ESPERANZA HOMELESS CENTER/SERVICE CONTRACT  
GENERAL: CONTRACT FOR TRANSITIONAL SOBER LIVING IN SB AS PER ATTACHED SCOPE OF WORK.

CONTRACT PERIOD: Start date, as directed. Termination date, as directed and NO LATER THAN JUNE 30, 2015.

LIMITATIONS: Total expenditure for the period shall not exceed \$60,000.00. Any increase or decrease in this total amount may be authorized only upon written notice from the County Purchasing Manager.

STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 2014 05 16) attached.  
Insurance documents already on file in Purchasing Division.

THIS CONTRACT IS NOT VALID FOR AMOUNTS IN EXCESS OF ONE HUNDRED THOUSAND DOLLARS (\$100,000)

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 105 E. Anapamu St, RM 304, Santa Barbara, CA 93101.

Accepted By: (X)

Print Name/Title: Bob Bogle

Date: 6/16/14

Applicable License # (Medical/Contractor/Etc): \_\_\_\_\_

Tax 1:	0.00
Tax 2:	0.00
Total:	60,000.00

- (1) The order number and Bill to dept. name shown above must appear on all invoices, shipping papers, packages and correspondence.
- (2) Mail invoices to the "bill to" address.
- (3) All duty and/or taxes must be shown separately on invoice where applicable.
- (4) This order is subject to the terms and conditions stated, including non-discrimination in employment, hazardous chemicals and equipment safety standards, that are available for viewing at www.countyofsb.org

COUNTY OF SANTA BARBARA



# COUNTY OF SANTA BARBARA

PURCHASING AGENT  
105 EAST ANAPAMU ST. RM. 304  
SANTA BARBARA, CA 93101

ATTACHMENT D

ORDER	
CN16997	
Page No. 1 of 1	PO Date JUN/05/2014

**REFER INQUIRIES TO BUYER:**

PHUNG LOMAN  
Phone: 805-568-2697  
Fax: 805-568-2705

**SHIP-TO:** PROB ADULT/JUV SUPR/ADMIN (SB)  
117 E CARRILLO  
SANTA BARBARA , CA 93101  
Phone: 805/882-3748

**SUPPLIER:** Attn: MIKE FOLEY, EXEC DIRECTOR  
CASA ESPERANZA HOMELESS CENTER  
725 CACIQUE ST  
SANTA BARBARA, CA 93103

**BILL TO:** PROB ADULT/JUV SUPR/ADMIN (SB)  
117 E CARRILLO  
SANTA BARBARA , CA 93101  
Phone: 805/882-3748

Phone: 805/884-8481  
Fax: 805/965-3871

TERMS	F.O.B.	SUPPLIER CODE	DELIVERY DATE	REQUESTED BY	REQ. NO.
NET 30		03504	JUN/30/2015	KIM SHEAN	#6/CN16170

LN	QUANTITY	G/L ACCOUNT DESCRIPTION	PRICE/UNIT	EXTENSION
1	1 LOT	0001+022+7460+4099+4410+	60,000.00 /LOT	60,000.00

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Accepted By: (X) \_\_\_\_\_

Print Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

Applicable License # (Medical/Contractor/Etc): \_\_\_\_\_

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COUNTY OF SANTA BARBARA



# PURCHASING REQUISITION

JUN 2014


Date: 6/3/14  
 Dept # / Name: 022/Probation Department  
 Charge To Cost CTR #: 022-04-02-4100-0  
 Ship To Cost CTR #: 022-04-02-4100-0  
 Bill To Cost CTR #: 022-04-02-4100-0  
 Requested By: Kim Shean/Nadia Halych  
 Phone: 805-882-3752  
 REQ NO: #6/CN16170

COMMODITY	Item	Description	Qty	Unit	Unit Price	Extension	
		Please establish a contract with Casa Esperanza Homeless Center per the attached scope of work					
		Term: 6/30/15					
		Insurance information on file					
		Contract is not to exceed \$60,000.00 for fiscal year					

SUPPLIER	Suggested Supplier (name, address, phone, fax, contact) / Comments / Special Instructions	Purchasing Use Only
		ATTN: Mike Foley Casa Esperanza Homeless Center 725 Cacique St. Santa Barbara, CA 93103  Purchasing Supplier No.

FIN DATA	Fund	Dept No	Acct No.	Program	OrgUnit	Project	Amount
	0001	022	7460	4099	4410		\$60,000.00

I hereby certify there are sufficient funds in the budget indicated for payment of the above.

  
 Authorized Signature

PURCHASING ONLY	CommCode:	Order No:	Date	Time	Activity	
	Bid No:	Out:	Due:			
	FOB: <input type="checkbox"/> Dest <input type="checkbox"/> Origin	<input type="checkbox"/> Dest Prepay & Add <input type="checkbox"/> Origin Prepay & Add	<input type="checkbox"/> Dest Freight Collect <input type="checkbox"/> Origin Freight Collect			
	Price Source:					
	Terms:	DelvDate:				
	FA Tags: Count:	issued #	thru #			
	Completed:	Buyer Initials:	Date:			

PL

CONTRACTOR shall provide the following services for Transitional Sober Living in Santa Barbara:

A. Service Component:

1. CONTRACTOR will provide two beds on an ongoing basis.
2. County can refer additional clients, as needed, beyond the initial 2 (two) at the negotiated rate per the budget indicated below, but CONTRACTOR is not required to hold any additional beds available.
3. CONTRACTOR will accept all COUNTY referrals requiring a clean and sober living environment other than those offenders who have been previously banned from the facility as part of this agreement or those offenders with prior unlawful killing convictions. While every effort will be made to accept COUNTY referrals, CONTRACTOR may, at its option, refuse referrals based on previous history or unsuitability of clients for the communal living environment. CONTRACTOR will immediately notify COUNTY of any refusal.
4. CONTRACTOR understands that the goals of the program include the client becoming self-sufficient.

B. Description of Component:

1. CONTRACTOR, a sober living environment (SLE), will provide clients with 3 meals per day.
2. Repair, maintenance, and cleanliness are critical elements of any SLE. Attention should be given to the health and safety of all residents and therefore the home will meet the minimum fire and health standards. Space will be adequate to accommodate each individual comfortably in an atmosphere of dignity and respect.
3. COUNTY referred participants must attend non-residential drug and alcohol treatment (e.g. Alcoholics Anonymous/Narcotics Anonymous [AA/NA], substance abuse treatment, ROSE, etc.) concurrently, if appropriate. CONTRACTOR will notify COUNTY if CONTRACTOR has knowledge that a participant in their program is failing to attend non-residential services or has submitted a urine sample that has tested positive for a controlled substance or for a medication for which they do not have a physician's prescription. COUNTY will reassess for an appropriate course of action, which may include termination of CONTRACTOR services.
4. CONTRACTOR must maintain Policy and Procedures governing staff conduct, client rights, and policy on client co-pay, client property and other matters pertaining to house rules affecting the living conditions or privileges of the client. A signed copy of the client rights must be given to the client at intake by CONTRACTOR.
5. CONTRACTOR will be paid for two guaranteed beds whether they are occupied or not. CONTRACTOR will not bill for services related to any additional beds unless a client is utilizing the bed or arrangements for reserving the bed during a client absence are negotiated with the COUNTY in advance.
6. CONTRACTOR must report all discharges, departures, and program violations to COUNTY immediately, or within 24 hours.

7. CONTRACTOR will be required to immediately inform COUNTY upon learning of any allegation of staff misconduct toward a client and/or client to client. Misconduct includes but is not limited to harassment, sexual harassment, violence or any type of impropriety (i.e., violation of CONTRACTOR's professional code of conduct and ethics).. CONTRACTOR will investigate the allegations and shall keep COUNTY informed and will cooperate with COUNTY as to progress in the investigation and resolution of the situation. CONTRACTOR shall respect the rights of alleged victim(s), conduct appropriate investigations so that facts can be ascertained. If the allegation(s) are found to be based on facts (i.e., have merit), ensure that offending person is appropriately dealt with, within CONTRACTOR's policies and procedures, and that corrective measures are put in place to reduce the possibility of future reoccurrences.
8. CONTRACTOR will maintain custodial savings accounts for clients when appropriate and as agreed by COUNTY. CONTRACTOR will retain full fiduciary responsibility of the custodial savings accounts. CONTRACTOR will not require the client to relinquish any part of any government aid while in the program, unless reviewed and approved by COUNTY.
9. CONTRACTOR will require clients with employment to contribute 1/3 of their income to cover the cost of housing, with COUNTY contributing the balance. All funds received from clients will be reported to COUNTY in the monthly invoicing process and will offset at the agreed upon rate.
10. CONTRACTOR will provide case management. Case management services will be provided by CONTRACTOR and/or in collaboration with CONTRACTOR partners. Services include but are not limited to the following: housing action plan (including housing application assistance); alcohol and drug abuse screening, testing and coaching; mental health screening/assessment; basic medical care; life skills building; stress management; medication monitoring; income procurement including benefits and entitlements; legal identification procurement; legal assistance; employment development; rental financial assistance through: Tenant Based Rental Assistance (TBRA) and/or Rapid Rehousing (RRH) programs. Eligibility for TBRA and RRH programs are needs-based.
11. Contractor will participate in meetings held by COUNTY or COUNTY's designee and participate in at least one (1) COUNTY approved training on Evidence-Based Practices per year.

C. Budgeted Service Level:

1. Two (2) guaranteed beds at \$780, per month, per bed. Additional referrals at \$29, per bed night. For Fiscal Year 2014-15, total maximum contract not to exceed \$60,000.