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 Transitions Mental Health Association, having its principal place of business at San Luis Obispo, California (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE**: Deputy Director – Administration (telephone 805.681.5220) is the representative of County and will administer this Agreement for and on behalf of County. Jill Bolster-White (telephone number 8055415144) is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES**. Whenever it shall become necessary for either party to serve notice on the other respecting the Agreement, such notice shall be in writing and shall be served by Registered or Certified Mail, Return Receipt Requested, addressed as follows:

   A. To County: Director
   Santa Barbara County
   Alcohol, Drug, and Mental Health Services
   300 N. San Antonio Road
   Santa Barbara, CA 93110

   To Contractor: Jill Bolster-White, Executive Director
   Transitions Mental Health Association
   P.O. Box 15408
   San Luis Obispo, CA 93406

   B. Any such notice so mailed shall be deemed to have been served upon and received by the addressee five (5) days after deposit in the mail. Either party shall have the right to change the place or person to whom notice is to be sent by giving written notice to the other party of the change.

3. **SCOPE OF SERVICES.** Contractor agrees to provide services to County in accordance with Exhibit A attached hereto and incorporated herein by reference.

4. **TERM.** Contractor shall commence performance by **7/1/2010** and complete performance by **6/30/2011**, unless this Agreement is otherwise terminated at an earlier date pursuant to Section 17.

5. **COMPENSATION OF CONTRACTOR.** Contractor shall be paid for performance under this Agreement in accordance with the terms of Exhibit B, attached hereto and incorporated herein by reference. Contractor shall bill County by invoice, which

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

6. **INDEPENDENT CONTRACTOR.** Contractor shall perform all of its services under this Agreement as an Independent Contractor and not as an employee of County**.** Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, Workers' Compensation insurance, and protection of tenure.

7. **STANDARD OF PERFORMANCE.** Contractor represents that it has the skills, expertise, and licenses and/or permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a manner which will conform to high standards of quality and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request, without additional compensation. Contractor shall obtain and maintain all permits and/or licenses required for performance under this Agreement without additional compensation, at Contractor's own expense.

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

9. **CONFLICT OF INTEREST.** Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor**.**

10. **RESPONSIBILITIES OF COUNTY.** County shall provide all information reasonably necessary to allow Contractor to perform the services contemplated by this Agreement.

11. **OWNERSHIP OF DOCUMENTS.** Upon production, County shall be the owner of the following items incidental to this Agreement, whether or not completed: all data collected and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Agreement is completed or terminated prior to completion**.** Contractor shall be the legal owner and Custodian of Records for all County client files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) §5328; 42 United

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

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

12. **RECORDS, AUDIT, AND REVIEW.** Contractor shall keep those business records or documents created pursuant to this Agreement that would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records in a manner consistent with applicable Federal and State laws. All account records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records, either at any time during Contractor's regular business hours, or upon reasonable notice to Contractor**.** Contractor agrees to retain such records and documents for a period of not less than three (3) years, following the termination of this Agreement.

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

14. **INDEMNIFICATION AND INSURANCE.** Contractor shall agree to defend, indemnify and hold harmless the County and to procure and maintain insurance in accordance with the provisions of Exhibit C attached hereto and incorporated herein by reference.

15. **TAXES.** County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by State, Federal, or local taxing agencies, Contractor agrees to reimburse County within one (1) week for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and Workers' Compensation insurance.

16. **DISPUTE RESOLUTION.** Any dispute or disagreement arising out of this Agreement shall first be addressed and resolved at the lowest possible staff level between the appropriate representatives of the Contractor and of the County**.** If the dispute or disagreement cannot be resolved at this level, it is to be elevated to the

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

A. Decision – Each party shall reduce the dispute to writing and submit to the appropriate ADMHS Assistant Director. The Assistant Director shall assemble a team to investigate the dispute and to prepare a written decision. This decision shall be furnished to the Contractor within thirty (30) days of receipt of the dispute documentation. This decision shall be final unless appealed within ten (10) days of receipt.

B. Appeal – The Contractor may appeal the decision to the Santa Barbara County Alcohol, Drug, and Mental Health Services Director or designee. The decision shall be put in writing within twenty (20) days and a copy thereof mailed to the Contractor's address for notices. The decision shall be final.

C. Continued Performance - Pending final decision of the dispute hereunder, Contractor shall proceed diligently with the performance of this Agreement.

D. Dispute Resolution - The finality of appeal described herein is meant to imply only that recourse to resolution of disputes through this particular dispute resolution mechanism has been concluded. This is in no way meant to imply that the parties have agreed that this mechanism replaces either party's rights to have its disputes with the other party heard and adjudicated in a court of competent jurisdiction.

17. **TERMINATION**.

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

1. **FOR CONVENIENCE**. County may terminate this Agreement upon thirty (30) days written notice. Following such notice of termination, Contractor shall notify County of the status of its performance and cease work at the conclusion of the thirty (30) day notice period.

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

2. **FOR CAUSE**. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate this Agreement by written notice which shall be effective upon receipt by Contractor**.**

B. **BY CONTRACTOR.** Contractor may, upon thirty (30) days written notice to County**,** terminate this Agreement in whole or in part at any time, whether for Contractor's convenience or because of the failure of County to fulfill the obligations herein. Following such termination, Contractor shall promptly cease work and notify County as to the status of its performance.

18. **ENTIRE AGREEMENT, AMENDMENTS, AND MODIFICATIONS.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties. There have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be amended or modified only by the written mutual consent of the parties hereto. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the director of Alcohol, Drug & Mental Health Services. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral Agreements, course of conduct, waiver or estoppel.

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

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

21. **ASSIGNMENT.** Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of County**.** Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

22. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder, now or hereafter existing at law or in equity or otherwise.

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

24. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in State Court, or in the Federal District Court nearest to Santa Barbara County, if in Federal Court.

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

26. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

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

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

29. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement, and each covenant and term is a condition herein.

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

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

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

33. **PRIOR AGREEMENTS.** Upon execution, this Agreement supersedes all prior Mental Health Services agreements between County and Contractor.

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

35. **NONAPPROPRIATION OF FUNDS**. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will notify Contractor of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term.

AGREEMENT

THIS AGREEMENT INCLUDES:

A. EXHIBIT A – A-5 – Statements of Work

   1. Attachment A - SANTA BARBARA COUNTY MENTAL HEALTH PLAN, QUALITY MANAGEMENT STANDARDS

B. EXHIBIT B - Payment Arrangements

C. EXHIBIT B-1 – Schedule of Fees

D. EXHIBIT C – Standard Indemnification and Insurance Provisions

E. EXHIBIT D – Organizational Service Provider Site Certification

F. EXHIBIT E – Program Goals, Outcomes and Measures

AGREEMENT

Agreement for Services of Independent Contractor between the County of Santa Barbara and Transitions Mental Health Association.

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

County OF SANTA BARBARA

By: _____
JANET WOLF
CHAIR, BOARD OF SUPERVISORS
Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy
Date: _____

CONTRACTOR

By:_____
Tax Id No 95-3509040.
Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By_____
Deputy County Counsel
Date: _____

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

By_____
Deputy
Date: _____

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

By_____
Director
Date: _____

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By: _____

Date: _____

AGREEMENT SUMMARY BC_____

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

D1.	Fiscal Year	10-11
D2.	Budget Unit Number (plus –Ship/Bill codes in parenthesis)	043
D3.	Requisition Number	N/A
D4.	Department Name	Alcohol, Drug, and Mental Health Services
D5.	Contact Person	Danielle Spahn
D6.	Telephone	(805) 681-5229

K1. Agreement Type *(check one)*: Personal Service ρ Capital

K2.	Brief Summary of Agreement Description/Purpose	Adult mental health services in North County
K3.	Original Agreement Amount	2518980
K4.	Agreement Begin Date	7/1/2010
K5.	Original Agreement End Date	6/30/2011
K6.	Amendment History (leave blank if no prior amendments)	

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

K7. Department Project Number :

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

F1.	Encumbrance Transaction Code	1701
F2.	Current Year Encumbrance Amount	2518980
F3.	Fund Number	0044
F4.	Department Number	043
F5.	Division Number *(if applicable)*	N/A
F6.	Account Number	7460
F7.	Cost Center number *(if applicable)*	4741
F8.	Payment Terms	Net 30

V1.	Vendor Numbers (A=Auditor; P=Purchasing)	A=697032
V2.	Payee/Contractor Name	Transitions Mental Health Association
V3.	Mailing Address	P.O. Box 15408
V4.	City State (two-letter) Zip (include +4 if known)	San Luis Obispo, CA 93406
V5.	Telephone Number	8055415144
V6.	Contractor's Federal Tax ID Number *(EIN or SSN)*	95-3509040
V7.	Contact Person	Jill Bolster-White
V8.	Workers Comp Insurance Expiration Date	7/1/2010
V9.	Liability Insurance Expiration Date[s] *(G=Genl; P=Profl)*	G 7/1/2010 P 7/1/2010
V10.	Professional License Number	000009144
V11.	Verified by (name of County staff)	Danielle Spahn

V12 Company Type *(Check one):* ρ individual ρ Sole Proprietorship π Partnership ☒ Corporation

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

Date: _____ Authorized Signature: _____

STATEMENT OF WORK
Exhibit A
Statement of Work

The following terms shall apply to all programs operated under this contract, included as Exhibits A-1 through A-6.

1. **STAFF.**

   A. **TRAINING.** Contractor shall provide training to each Program staff member, within thirty (30) days of the date of hire, on the following:

      1. For Lompoc ACT: The ACT model concept.

         a. Contractor staff shall adhere to professionally recognized best practices for rehabilitation assessment, service planning, and service delivery. The Contractor shall support staff in learning and adopting evidence-base practices endorsed by the Substance Abuse and Mental Health Services Administration (SAMHSA). Given the focus of this program, particular emphasis should be directed to staff development and knowledge in: ACT; Co-occurring Disorders; Integrated Dual Diagnosis Treatment; and Supported Employment.

         b. Staff member's role in relation to the Program;

         c. How the "whatever it takes" work ethic applies to the Program;

         d. The specific Outcomes used to evaluate staff and program performance.

      2. Training relevant to working with high risk mental health clients.

      3. All Contractor staff performing services under this Contract shall receive formal training on the Medi-Cal documentation process prior to providing any services under this Contract.

   B. Staff hired to work directly with clients shall have competence and experience in working with clients at high risk for acute inpatient or long-term residential care.

   C. Forty percent (40%) of staff hired to work in the Program shall be bilingual and bicultural, per MHSA requirements.

   D. Contractor shall conduct a check of all clinical and support staff against CMS banned list and staff found to be on this list shall not provide services under this contract nor shall the cost of such staff be claimed to Medi-Cal.

   E. 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 is terminated from working on this Contract.

F. At any time prior to or during the term of this Contract, the County may require that Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. 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.

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

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

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

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

A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided, in duplicate, to ADMHS Contracts Division.

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

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

3. **REPORTS.**

A. **SERVICE LEVEL REPORTS.** Contractor shall use the County MIS system to track required data elements. These data elements include: units of service, the number of clients admitted to the Program, unique clients served, total number of clients discharged and number of clients discharged to a lower/higher level of care, and provide summary reports from other Contractor data sources, as requested. Contractor shall use the County MIS system to track required data elements for Family Members who are open to County's MIS system and Contractor shall use the Contractor data entry system to track required data elements for Family Members of clients not open to County's MIS system. Contractor shall provide reports to County monthly or as requested. In the event the County MIS system is modified and allows collection of data for all Family Members, Contractor shall accept training and utilize the County data collection system to track data elements for all Family Members.

B. **FISCAL.** Contractor shall submit monthly Expenditure and Revenue Reports and Year-End Projection Reports to County. These reports shall be on a form acceptable to, or provided by, County and shall report actual costs and revenues and anticipated year-end actual costs and revenues for Contractor's program(s) or cost center(s) described in the Services section of this Exhibit A. Such reports shall be received by County no later than twenty (20) calendar days following the end of the month reported.

C. **STAFFING.** Contractor shall submit monthly Staffing Reports to County. These reports shall be on a form acceptable to, or provided by, County and shall report actual staff hours worked by position, Documented Service Hours (DSH'S) provided by position, caseload by position, and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, and hire and/or termination date. The reports shall be received by County no later than twenty (20) calendar days following the end of the month being reported.

A. **PROGRAMMATIC.** Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than twenty (20) calendar days following the end of the quarter being reported. Programmatic reports shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, number of active cases, number of Client's admitted/ discharged, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes. Contractor shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps will be taken to achieve satisfactory progress. In addition, Contractor shall track the following, and report to County in Contractor's Quarterly Programmatic Report:

1. Client age;

2. Client zip code;

3. Number of types of services, groups, or other services provided;

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

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

D. **PROGRAM EVALUATION, PERFORMANCE AND OUTCOME MEASURES**. Contractor shall work with County to ensure satisfactory data collection and compliance with the Outcomes described in Exhibit E, Program Goals, Outcomes and Measures.

E. **ADDITIONAL REPORTS**. Contractor shall maintain records and make statistical reports as required by County and the California State Department of Mental Health 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.

4. **PERFORMANCE.** Contractor shall adhere to the County's ADMHS Model of Care[1], ADMHS Code of Conduct, ADMHS requirements, and all relevant provisions of the Mental Health Services Act (MHSA), California Code of Regulations Title 9, Chapter 14 and all relevant provisions of applicable law that are now in force or which may hereafter be in force.

5. **BILLING DOCUMENTATION.**

A. Contractor shall complete electronic progress notes using County's MIS system for each Client contact. These notes will serve as documentation for billable Medi-Cal units of service. Service records documenting services provided, in the form of electronic progress notes that meet County specifications, will be submitted to the County MIS Unit within 72 hours of service delivery.

B. County shall host training sessions regarding documentation requirements under Med-Cal, EPSDT and other related State, Federal and local regulations twice yearly. Contractor shall ensure that each staff member providing clinical services attends one training session each year.

C. Electronic progress notes that describe the interventions conducted by the Team, as described in Exhibit A, Section 5, Billing Documentation, and Attachment A, Section 3, Progress Notes and Billing Records, including, at minimum:

1. Actual start and stop times.

2. The goal from the rehabilitation plan that was addressed in the encounter.

[1] ADMHS Model of Care

3. The intervention that was provided by the staff member.

4. The response to that intervention by the client.

5. The plan for the next encounter with the client, and other significant observations.

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 Medi-Cal requirements and be approved to provide Medi-Cal services based on Medi-Cal site certification, per Exhibit 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 patient, or patient representative, authorization specific to psychiatric treatment prior to release of information or a judge signed court order if patient authorization unavailable), and Section 13 of this Agreement. Patient records must comply with all appropriate State and Federal requirements.

9. **CLIENT AND FAMILY MEMBER EMPOWERMENT**

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

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

   C. Contractor agrees to actively support and promote Consumer empowerment and commits to make a reasonable effort to ensure Client/Family Member representation on the Board of Directors.

   D. Contractor will advance Client and Family Member participation at all levels by working with the ADMHS Consumer Empowerment Manager, ADMHS Division Chief, Special Projects, and the Consumer and Family Member Advisory Committee during all phases of program development and implementation.

   E. Contractor will provide Bi-Annual program, outcome and Client/Family Member satisfaction updates to the Consumer and Family Member Advisory Committee.

10. **CULTURAL COMPETENCE.**

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

1. The number of Bilingual and Bicultural staff, and the number of culturally diverse clients receiving Program services;

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

B. Contractor shall fill Program service staff positions with staff that reflects the ethnic makeup of North Santa Barbara County. At all times, the Contractor shall be staffed with personnel who are Bilingual (Spanish) and able to communicate in the client preferred language. As needed, Contractor shall have access to qualified translators and translator services, experienced in behavioral healthcare, appropriate to the needs of the clients served. In the event that the Program must seek translation services outside of the Program Team, Contractor shall maintain a list of qualified translators to assist in providing this service.

C. Contractor shall maintain Bilingual capacity and 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.

E. Materials provided to the public must be printed in Spanish (second threshold language).

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

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

H. For Partners in Hope, Contractor shall fill one (1.0) FTE Program service staff position with Bilingual (Spanish/English) and Bicultural personnel.

I. Contractor agrees to work with the ADMHS Latino Advisory Committee to ensure Cultural Competence, specifically with respect to Latino clients and families.

11. **NOTIFICATION REQUIREMENTS**

A. Contractor shall notify County immediately in the event of any suspected or actual misappropriation of funds under Contractor's control; known serious complaints against licensed staff; restrictions in practice or license as stipulated

by the State Bureau of Medical Quality Assurance, Community Care Licensing Division of the Department of Social Services of the State, or other 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 or practice (for example, sexual harassment accusations). "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the event. Contractor shall train all personnel in the use of the ADMHS Compliance Hotline.

B. Contractor shall immediately notify the County Care Coordinator in the event a Client or Family Member, regardless of whether the Family Member has a case file (episode) open to the County, should any of the following events occur: 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 notify the County ADMHS Director or designee, regardless of whether the Client has a case file (episode) open with the County, should any of the following events occur: death, fire setting, police involvement, media contact, any behavior leading to potential liability, any behavioral symptom that may compromise the appropriateness of the placement.

12. **UTILIZATION REVIEW.**

A. Contractor agrees to abide by County Quality Management standards and cooperate with the County's utilization review process which ensures medical necessity, appropriateness and quality of care. This review may include clinical record peer review, Client survey, Family Member Survey (for Partners in Hope), and other utilization review program monitoring practices. Contractor will cooperate with these programs, and will furnish necessary assessment and treatment plan information, subject to Federal or State confidentiality laws, and provisions of this agreement.

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

13. **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 reviews of Contractor's patient charting.

14. **ADDITIONAL PROGRAM REQUIREMENTS.** In accepting MHSA funding for the Program, Contractor shall adhere to the following MHSA principals:

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

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

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

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

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

Exhibit A-1
Statement of Work

1. **PROGRAM SUMMARY.** Partners in Hope (hereafter "The Program") provides outreach, linkage to care and recovery–oriented activities to families of clients with Serious Mental Illness (SMI) in Santa Maria, Lompoc, and Santa Barbara. The Program will be headquartered at:

    A. 401 East Cypress, Lompoc, California.

    B. 500 West Foster Road, Santa Maria, California.

2. **SERVICES.**

    A. Contractor shall provide an appropriate combination of services individualized to meet each family members needs and assist them to achieve and sustain recovery. Services offered to families include, but are not limited to:

        1. Outreach to under-served families and linkage to care;

        2. Recovery-oriented supports and services, such as family support groups;

        3. Recovery-oriented tools and education, such as Wellness and Recovery Action Plans (WRAP), and family education programs such as Family-to-Family;

        4. Crisis support and training on consumer and family member issues;

        5. Collaboration with the Justice Alliance staff, ADMHS clinical teams, and the ADMHS Crisis and Recovery Emergency Services (CARES) program.

        6. As an outreach and engagement initiative, the Program will build relationships with families currently receiving little or no service.

        7. The Contractor will work closely with the ADMHS Consumer Empowerment Program Manager, who will provide overall coordination of the Program.

    B. Contractor shall attend all regularly scheduled Program staff meetings.

3. **CLIENTS/PROGRAM CAPACITY.** Contractor shall provide mental health services, as described in Section 2 to 100 family members of adults/older adults with SMI annually. The Program may serve family members of adults with co-occurring substance abuse conditions.

4. **REFERRALS.**

    A. **Admission criteria and process.**

        1. Contractor shall enroll Clients referred by County or sources other than County upon approval by the ADMHS Division Chief.

        2. Contractor shall respond to referrals within five (5) days.

B. **Referral Packet.** Contractor shall maintain a referral packet within its files (hard copy or electronic), for each family member of each County Client referred and treated, which shall contain the following items:

1. A copy of the County and Contractor referral form;

2. Release of Information signed by the client;

3. A Client face sheet (Form MHS 140);

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

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

6. A copy of the currently valid Coordination and Service Plan (CSP) indicating the goals for family member involvement in the Program and which names Contractor as service provider;

7. Other documents as reasonably requested by County.

5. **STAFFING.**

A. Contractor shall employ 1.5 FTE Family Advocates, who are family members of individuals with serious mental illness. The Family Advocates shall function as liaisons with family members, care givers, clients, County, local National Association of Mental Illness (NAMI) groups, and other County treatment contractors to provide support, education, information and referral, and community outreach for clients' families.

B. Contractor shall work closely with other Program staff hired by the County, including three (3.0) FTE Peer Recovery Specialists, who are or have been recipients of mental health services for serious mental illness. Peer Recovery Specialists provide essential expertise and consultation to the entire team to promote a culture in which each client's subjective experiences, points of view and preferences are recognized, respected and integrated into all treatment, rehabilitation and support services. Peer Specialists participate in all program planning processes and provide direct services in the community that promote client self-determination and decision-making.

Exhibit A-2
Statement of Work
Lompoc ACT

1. **PROGRAM SUMMARY.** The Lompoc Assertive Community Treatment (ACT) Program, hereafter, "the Program," is an evidence-based psychiatric treatment, rehabilitation and support service for clients with serious mental illness who demonstrate the need for this most intensive level of nonresidential community service. The Program is designed for adults whose symptoms of mental illness cause, or create high risk for, the most substantial levels of disability and functional impairment. The Program will be headquartered at 648 North H Street, Lompoc, California.

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

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

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

2. **PROGRAM GOALS**.

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

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

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

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

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

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

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

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

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

3. **CLIENTS/PROGRAM CAPACITY.**

A. Due to the severity of their symptoms and functional issues, Program clients shall have significant need for treatment, rehabilitative and support services in order to live successfully in the community and achieve their individual recovery goals. These individuals often face multiple barriers to stable community living including: co-occurring substance abuse or dependence, homelessness, unemployment, criminal justice involvement, challenges with illness management, physical health concerns, frequent and persistent use of hospital emergency departments as well as inpatient psychiatric treatment.

B. Contractor shall provide the services described herein to a total of 100 clients. Twenty-five (25) clients shall be transition-age youth (TAY), aged 16-25, with serious emotional disturbance; seventy-five (75) clients shall be adults and older adults with serious mental illness.

4. **ADMISSION CRITERIA.** Clients shall be transition-age youth aged 16-25 and adults aged 18 and over who have:

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

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

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

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

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

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

3. Co-occurring addictions disorders.

4. Homelessness or high risk of becoming homeless.

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

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

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

E. All admissions will be voluntary.

5. **REFERRALS.**

A. Contractor shall admit clients referred by the County from County Crisis and Recovery Emergency Services (CARES), CARES Crisis Residential, ADMHS Psychiatric Health Facility, and County Treatment Teams. Referral sources other than these approved by the County must be authorized by designated ADMHS staff. An annual Utilization Management review and ongoing authorization will occur to assure that clients served meet the criteria for the Program.

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

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

1. A copy of the County referral form.

2. A client face sheet (Form MHS 140).

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

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

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

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

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

8. Other documents as reasonably requested by County.

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

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

   B. No inpatient hospitalization for one year.

   C. Stable housing maintained for at least one year.

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

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

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

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

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

   A. **Discharge Requirements**.

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

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

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

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

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

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

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

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

2. Discharge based on client requests.

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

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

8. **STAFFING REQUIREMENTS.**

A. Contractor shall adhere to the Program staffing requirements outlined below:

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

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

B. The Program shall include a combination of Contractor and County staff, with County staff assuming responsibility for psychiatric treatment functions (functions performed by a psychiatrist, nurse, or psychiatric technician). With these combined resources, the ACT Team will have a total of 16.5 full time equivalent (FTE) staff.

C. Contractor shall employ 12.5 FTE, including 11.0 FTE direct service staff, as described below. Staff shall work collaboratively with County staff as part of the ACT Team, as follows:

Exhibit A-2
Statement of Work
Lompoc ACT

1. One (1.0) FTE Team Leader/Administrator who is the clinical and administrative supervisor of the ACT Team. The Team Leader/Administrator shall have at least a master's degree in nursing, social work, psychiatric rehabilitation, psychology or mental health counseling. The Team Leader/Administrator shall have at least two years of direct experience treating adults with serious mental illness, including at least one year of program management or supervisory experience in a mental health setting.

2. One (1.0) FTE Master's level lead clinician to assist the Psychiatrist and Team Leader/Administrator to provide clinical leadership during treatment planning meetings, conduct psychosocial assessments, assume oversight of the more challenging Individual Treatment Team assignments, assist with the provision of side-by-side supervision and work interchangeably with the lead Registered Nurse (County staff). The lead clinician will provide support and back-up to the Team Leader/Administrator in his or her absence.

3. Two (2.0) FTE mental health professionals with designated responsibility for the role of vocational specialist. At least one FTE shall be required to have a master's degree in rehabilitation counseling and at least one year of experience in providing individualized job development and supported employment on behalf of persons with physical or mental disabilities. If one of the two FTEs has a bachelor's degree, it must be in a related field and the individual must have at least two years of supervised experience in the aforementioned service area.

4. Two (2.0) FTE mental health professionals with designated responsibility for the role of substance abuse specialist. At least one FTE shall be required to have a master's degree and at least one year of supervised experience in providing substance abuse treatment interventions to persons with co-occurring psychiatric and addictions disorders. If one of the 2 FTEs has a bachelor's degree, it must be in a related field and the individual must have at least two years of supervised experience in the aforementioned service area.

5. Three (3.0) FTE Personal Service Coordinators who may be bachelor's level and paraprofessional mental health workers. These staff should have experience working with clients with serious mental illness or related training/work/life experience.

6. Two (2.0) FTE Peer Specialists who are or have been recipients of mental health services for serious mental illness. Peer Specialists provide essential expertise and consultation to the entire team to promote a culture in which each client's subjective experiences, points of view and preferences are recognized, respected and integrated into all treatment, rehabilitation and support services. Peer Specialists participate in all program planning processes and provide direct services in the community that promote client self-determination and decision-making. One (1.0) FTE shall be a Transitional Age Youth.

7. 1.5 FTE Administrative Assistants who are responsible for coordinating, organizing, and monitoring all non-clinical operations of the Program, providing receptionist

activities including triaging calls and coordinating communication between the ACT Team and clients.

D. County shall employ the following four (4.0) FTE staff who, along with the Contractor's 14.0 FTE staff, will comprise the ACT Team. The County shall assume the responsibility for financial oversight and supervision for these 4.0 FTE staff. County staff shall work in conjunction with Contractor staff to assure provision of seamless multi-disciplinary treatment, rehabilitation and support services.

1. 0.8 FTE Psychiatrist who works with the Team Leader/Administrator to oversee the clinical operations of the ACT Team, provide clinical services to all ACT clients, work with the Team Leader/Administrator to monitor each client's clinical status and response to treatment, supervise staff delivery of services, provide supervision in the community during routine and crisis interventions and direct psychopharmacologic and medical treatment.

2. 2.5 FTE Registered Nurses, who work with the Team Leader/Administrator and Psychiatrist to ensure systematic coordination of medical treatment and the development, implementation and fine-tuning of the medication policies and procedures.

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

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

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

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

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

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

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

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

    a. The Program shall operate a minimum of 12 hours per day through two overlapping eight (8) hour shifts.

    b. On each weekend day and every holiday the Program shall operate for eight (8) hours with at least two staff providing services.

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

3. County Psychiatrist back up will be available at all times, including evenings, weekends and holidays.

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

E. **Team Organization and Communications.**

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

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

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

service contacts to the daily staff assignment schedule per the revised treatment plans.

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

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

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

7. The ACT Team will conduct Treatment Planning Meetings under the supervision of the Team Leader/Administrator and the Psychiatrist.

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

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

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

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

3. Provides individual supportive therapy and symptom management.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

    a. Facilitate client education and informed consent about medication.

    b. Record physician orders.

    c. Order medication.

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

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

3. Contractor shall provide medication monitoring weekly. At least monthly, each client shall meet with the County Psychiatrist.

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

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

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

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

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

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

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

7. Fostering close relationships with local housing organizations.

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

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

1. Identify substance use, effects and patterns.

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

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

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

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

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

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

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

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

1. Finding apartments or other living arrangements.

2. Securing rental subsidies.

3. Developing positive relationships with landlords.

4. Executing leases.

5. Moving and setting up the household.

6. Meeting any requirements of residency.

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

8. Facilitating housing changes when desirable or necessary.

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

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

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

3. Services shall include but not be limited to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Make connections to peer advocates or peer supports.

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

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

1. Carry out personal care and grooming tasks.

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

3. Procure necessities such as a telephone, microwave.

4. Develop ways to budget money and resources.

5. Use available transportation.

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

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

2. Financial entitlements.

3. Social services.

4. Legal advocacy and representation.

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

1. Peer counseling and support.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **Case Management.** Services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community

services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development, as defined in Title 9 CCR Section 1810.249.

7. **Crisis Intervention.** Crisis intervention is a service lasting less than 24 hours, to or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit, as defined in Title 9 CCR Section 1810.209. Service activities include, but are not limited to: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site and staffing requirements as defined in Sections 1810.338 and 1840.348 (CCR). Contractor shall be available 24 hours per day, 7 days per week to provide crisis intervention services.

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

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

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

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

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

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

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

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

A. Informed consent for treatment, including medication.

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

C. Process for client filings of grievances and complaints.

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

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

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

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

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

I. Treatment, rehabilitation and support services.

J. Client medical record maintenance.

K. Management of client funds, as applicable.

L. Program evaluation and performance (quality assurance).

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

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

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

B. Common work space to facilitate communication among staff.

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

D. Space for temporary storage of client possessions.

E. Room for medication storage.

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

G. Parking for ACT staff, clients and families.

14. **EVALUATION.** In addition to the requirements described in Exhibit A, Section 3, Contractor shall work with County to ensure satisfactory data collection, as follows:

A. **Client Outcomes**.

1. In addition to Client Outcomes, other methods County will use to evaluate the Program may include:

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

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

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

i. Policies and procedures.

ii. Admission/discharge criteria.

iii. Service capacity.

iv. Staff requirements.

v. Program organization.

vi. Assessment and treatment planning.

vii. Services provided.

viii. Performance improvement/program evaluation.

ix. Client and family satisfaction.

Exhibit A-3
Statement of Work
Supported Housing North

1. **PROGRAM SUMMARY.** The Supported Housing Services Program, hereafter referred to as "The Program" shall deliver treatment, rehabilitative and supportive services to clients "in vivo" in regular community settings (e.g., home, apartment, job site). The Program will be headquartered at 117 W. Tunnell Street, Santa Maria, California.

   For all Program clients, functioning in major life domains presents significant personal difficulties. These domains include affordable, safe housing; meaningful daily pursuits, including employment; and satisfying interpersonal relationships. Addressing the rehabilitation needs of clients in these key domains will be the Program's essential purpose.

   The Program shall provide team-based services that are closely allied with ADMHS County Clinic Psychiatrists to individuals in the identified client population. County Psychiatrists will be accountable for the overall clinical treatment of Program clients. The work of the Program staff (hereafter, "the Supported Housing Team") and County Psychiatrists shall be complementary and driven by a unified assessment and treatment plan. Critical treatment activities will be the responsibility of the Program and shall include but not be limited to:

   A. Early identification of changes in a client's symptoms or functioning that could lead to crisis.

   B. Recognition and quick follow-up on medication effects or side-effects.

   C. Assistance to individuals with symptom self-management.

   The foundation of the Program shall be integrated treatment, rehabilitation and support services. At Program start-up, the Program shall incorporate at least two pivotal evidence-based practices: Supported Employment and Integrated Treatment of Co-occurring Disorders.

2. **PROGRAM GOALS**.

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

   B. Offer individualized assistance. The Program emphasizes a comprehensive bio-psychosocial process of assessment, gathered and documented over time through listening to and learning about each client's subjective experiences.

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

   D. Meet clients at whatever their stage of treatment readiness. While clients are asked to commit to actively working with the team, they are not required to be abstinent from alcohol or other drugs. Housing placements are made in both alcohol and drug free community settings and in settings that do not require abstinence. In working with people who continue to use alcohol or drugs, an emphasis is placed on harm reduction and encouraging the adoption of lifestyle changes that will not jeopardize their housing.

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

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

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

H. Operate as a cohesive team responsible for delivery of most services required by clients with minimal referral to a variety of different programs. As one exception, County Psychiatrists will have overall accountability for the psychiatric treatment of Program clients. Whenever a provider outside the Program is needed (e.g., physical health care), the Program is responsible for making certain that clients receive the required services.

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

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

3. **CLIENTS/PROGRAM CAPACITY.**

A. Persons served by the Program are individuals who have serious mental illness with symptoms that currently are moderate or intermittent in severity. Clients have significant difficulty living successfully in the community and assuming valued life roles (e.g., employee, student, neighbor, and parent).

B. Most persons served by the Program will not require frequent, multiple daily service contacts, but most will need services, at least weekly, provided through organized treatment, rehabilitation and housing support services that "wraparound" the client.

C. Contractor shall provide the services described in Section 10 to approximately 130 adults with serious mental illness in the Santa Maria area.

4. **ADMISSION CRITERIA.** Clients shall be adults aged 18 and over who have:

A. Mental illness symptoms which are currently moderate or intermittent in severity.

B. Primary Psychiatric diagnoses of schizophrenia, other psychotic disorders, and bipolar disorders.

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

8. Within the last year, one or more psychiatric inpatient hospitalizations and/or occasional use of emergency departments.

9. Functional impairments over the past year in at least three of the following life domains:

    a. Difficulty in performance of some daily living tasks/personal care activities (e.g., personal hygiene; meeting nutritional needs; obtaining medical, legal and housing services; persistent or recurrent failure to perform daily living tasks except with significant support or assistance from others such as family, friends or relatives; recognizing and avoiding common dangers to self and possessions; transportation access).

    b. Difficulty keeping and maintaining interpersonal relationships.

    c. Difficulty performing occupation roles (e.g., acquires a job but is not able to remain employed and achieve a self-sustaining income).

    d. Difficulty maintaining safe, secure living situation.

    e. Co-occurring addictions disorders.

    f. History of and/or risk of homelessness.

    g. Involvement or risk of involvement in criminal justice system.

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

5. **REFERRALS.**

A. Contractor shall admit clients referred by the County from County Crisis and Recovery Emergency Services (CARES), CARES Crisis Residential, ADMHS Psychiatric Health Facility, and County Treatment Teams. Referral sources other than these approved by the County must be authorized by designated ADMHS staff. A biannual or more frequent Quality Assurance/Utilization Management review and ongoing authorization will occur to assure that clients served meet the criteria for the Program.

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

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

    1. A copy of the County referral form.

    2. A client face sheet (Form MHS 140).

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

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

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

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

7. Other documents as reasonably requested by County.

6. **DISCHARGE CRITERIA.** The appropriateness for client discharge or transfer to less intensive services shall be determined on a case by case basis. Criteria for discharge or transfer to less intensive services include:

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

   B. No inpatient hospitalization for one year.

   C. Stable housing maintained for at least one year.

   D. Client is receiving one contact per month from the Program and rated by the Program staff as well as County Psychiatrist as functioning without assistance in key areas of community living.

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

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

   A. **Discharge Requirements**.

      1. The Supported Housing Team and County Psychiatrist responsible for treatment shall work in close partnership with each client to establish a written discharge plan that is responsive to the client's needs and personal goals.

      2. Contractor shall notify County Quality Assurance/Utilization Management Liaison within ten (10) days of any pending discharge decision made through County/Contractor team planning.

      3. County Quality Assurance/Utilization Management shall receive a copy of the final discharge plan summary, which shall be prepared by the Supported Housing Team at the time of client discharge. Discharge summaries shall be submitted to ADMHS no later than ten (10) days after the client's discharge from the Program.

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

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

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

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

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

2. Discharge based on client requests.

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

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

8. **STAFFING REQUIREMENTS.**

A. Contractor shall adhere to the Program staffing requirements outlined below:

1. The Program shall include qualified bilingual and bicultural clinicians and staff able to meet the diverse needs represented in the local community. Hiring activities to meet this goal shall be a major operational priority of the Program. As needed, the Supported Housing Team shall have access to qualified translators and translator services, experienced in behavioral healthcare, appropriate to the needs of the clients served. In the event that the Program must seek translation services outside of the Supported Housing Team, Contractor shall maintain a list of qualified translators to assist in providing this service.

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

B. Contractor shall maintain the Supported Housing Team consisting of 11.0 FTE staff, described below. Staff shall work collaboratively with Clinic-based County Psychiatrists to deliver necessary services.

1. One (1.0) FTE Team Leader who is the clinical and administrative supervisor of the Program. The Supported Housing Team Leader shall have at least a master's degree in nursing, social work, psychiatric rehabilitation, psychology or mental health counseling. The Supported Housing Team Leader shall have at least two years of direct experience treating adults with serious mental illness, including at least one year of program management or supervisory experience in a mental health setting.

2. Two (2.0) FTE Registered Nurses, who work side-by side with the Supported Housing Team Leader and Clinic-based County Psychiatrists to ensure systematic coordination of medical treatment and the development, implementation and fine-tuning of the medication policies and procedures.

3. One (1.0) FTE Master's level lead clinician who has at least two years of direct experience treating adults with serious mental illness. This lead clinician shall provide clinical leadership during treatment planning meetings, conduct psychosocial assessments, assist with the provision of side-by-side supervision to staff, provide supportive counseling to individuals and families and work interchangeably with the Registered Nurses. The lead clinician will provide support and back-up to the Team Leader in his/her absence.

4. Five (5.0) FTE Rehabilitation Specialists with each staff having direct experience working with adults with mental illness or related training or life experiences. These staff persons shall have, minimally, a bachelor's degree, as detailed below, and preferably at least two years of experience. These staff will have responsibility for supporting each client's recovery process, helping individuals to restore competencies and gain successes in the major areas of community living. These include: permanent, affordable housing; successful daily life pursuits, particularly regular, competitive employment; and renewed relationships.

    a. At least three (3.0) FTE Rehabilitation Specialists shall have primary responsibility for assuring that supported employment services are integrated into the Program's service delivery, as informed by the Supported Employment evidence-based practice. This practice is endorsed by the Substance Abuse and Mental Health Services Administration (SAMHSA). These staff persons shall have, minimally:

        i. A bachelor's degree in rehabilitation counseling or career development and, preferably, at least two years of experience providing individualized job development and supported employment on behalf of persons with physical or mental disabilities or a related field; or

        ii. A bachelor's degree in a related field (such as psychology, education, or human services), and a minimum of two years of experience providing individualized job development and supported employment on behalf of persons with physical or mental disabilities or a related field.

    b. At least one (1.0) FTE Rehabilitation Specialist shall have responsibility for strengthening the Program's capacity to respond to the needs of clients with addictions disorders. This staff person shall help to support the Program's implementation of Integrated Treatment of Co-Occurring Disorders, an evidenced-based practice supported by SAMHSA. This FTE shall be required to have a bachelor's degree and at least two years of supervised experience in providing substance abuse treatment interventions to persons with co-occurring psychiatric and addictions disorders.

5. One (1.0) FTE Peer Specialist comprised of one full-time or several part-time staff who are or have been recipients of mental health services for serious mental illness. Peer Specialists provide essential expertise and consultation to the entire team to promote a culture in which each client's subjective experiences, points of view and preferences are recognized, respected and integrated into all treatment, rehabilitation and support services. Peer Specialists participate in all program planning processes and provide direct services in the community that promote client self-determination and decision-making.

6. One (1.0) FTE Administrative Assistant who is responsible for coordinating, organizing, and monitoring all non-clinical operations of the Program, providing receptionist activities including triaging calls and coordinating communication between the Program staff and clients.

C. County shall provide Psychiatric support to clients served by the Program. Psychiatric support for the individuals served will be provided by the treating Psychiatrist, based at the County Outpatient Clinic site. The County shall assume the responsibility for financial oversight and supervision for the Psychiatrist. County staff shall work in conjunction with Contractor staff to deliver provision of seamless multi-disciplinary treatment, rehabilitation and support services.

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

9. SERVICE INTENSITY/ TREATMENT LOCATION/ STAFF CASELOADS

A. **Service Intensity.** The Program shall have the capacity to provide multiple contacts per day or per week to persons served who are experiencing significant mental illness symptoms and/or significant problems in daily living. The Program shall have the capacity to increase the service intensity for a client served within hours of his/her status requiring it.

1. Each client served by the Program shall receive a total of at least four (4) hours of service each month, preferably, but not necessarily provided at a frequency of at least one (1) hour per week. If the overall four (4) hour minimum is not met, an explanation must be placed in the client's record. Services are provided in the community in the individual's natural setting.

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

B. **Treatment Location**. The majority of Program services (at least 85%) will occur outside program offices in the community, within each client's life context. The Program will maintain data to verify these goals are met.

C. **Staff to Client Caseload Ratios**. The Program shall operate with a staff to client ratio that does not exceed 1 to 15 (15 clients per 1.0 FTE Program staff member), excluding the

Psychiatrist and Program Assistant. These staff will not carry an individual caseload. Caseloads of individual staff members will vary based upon their overall responsibilities within the team (for example, Team Leader and Nurses will carry smaller caseloads).

D. **Hours of Operation and Coverage.** Contractor shall ensure Program staff is available for telephone and face-to-face contact with clients 24 hours per day, seven days per week.

1. Operating Hours. The Supported Housing Team shall be available to provide treatment, rehabilitation, and support services described in Section 10 of this Exhibit A-3 six (6) days per week and shall operate a minimum of twelve (12) hours per day on weekdays and six (6) hours per day on one weekend day. Program hours should be adjusted so that staff members are available when needed by the client, particularly during evening hours. The Program's hours of operation shall be:

   a. Monday through Friday 7:30 AM to 7:30 PM

   b. Saturday 8:30 AM to 5:00 PM

2. On-Call Hours. The Program shall operate an after-hours on-call system to respond to client needs outside of the Operating Hours described above. Contractor shall ensure that experienced Program staff with skill in crisis-intervention procedures shall be on call and available to respond to requests by the County Crisis and Recovery Emergency Services (CARES) in the event that clients experiencing crisis present to CARES and specialty knowledge from the Program is required.

3. Through CARES, County Psychiatric back up will be available at all times, including evenings, weekends and holidays.

E. **Team Organization and Communications.**

1. The overall Program's organization and communication is structured in two major ways – through meetings and documentation.

2. The Supported Housing Team shall maintain a written Daily Log. The Daily Log shall provide a roster of all persons currently served by the Program, as well as brief documentation of any service contacts which have occurred during the last 24 hours, and a concise, brief description of each client's daily status.

3. The Supported Housing Team shall maintain a Weekly Client Contact Schedule for each client. This schedule shall contain all planned service contacts that staff must carry out to enable each client to achieve the goals and objectives in his/her treatment plan. The time, date, defined interventions and staff assigned shall be specified for each contact on the schedule. A central file of all Weekly Client Contact Schedules updated weekly shall be maintained and available for review by ADMHS.

4. The Supported Housing Team shall develop a Daily Team Assignment Schedule that lists all planned contacts transferred from the Weekly Client Contact Schedule of all the treatment, rehabilitation and service contacts to take place that day.

5. The Supported Housing Team will conduct an organizational clinical staff meeting five (5) days per week at a regularly scheduled time established by the Team Leader and shall occur during weekdays when maximum numbers of staff are present. At least one (1) meeting per week shall begin with a review of the entire Daily Log, which updates staff on the service contacts from the prior day and provides a systematic means for the Supported Housing Team to assess the day-to-day progress and status of each client served by the Program. The remaining meetings may, at the discretion of the Team Leader, review only the clients who received services the previous day and those who are scheduled for services on the day of the meeting. The meeting shall include a review of the Daily Team Assignment Schedule to cover the period until the next organizational clinical staff meeting. During the meeting, the Team Leader or designee shall assign staff to carry out the interventions scheduled to occur during that period. The meeting shall also be an opportunity to revise treatment plans as needed, plan for emergency and crisis situations, and add service contacts to the Daily Team Assignment Schedule per the revised treatment plans.

6. All available staff must be physically present for the weekly comprehensive meeting which reviews the entire Daily Log, which updates staff on the service contacts from the prior day and provides a systematic means for the team to assess the day-to-day progress and status of each client served by the Program.

10. **SERVICES**. The Program shall have primary responsibility to provide an appropriate combination of services to meet each client's specific needs and preferences, assist each client to achieve and sustain recovery. Services shall include:

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

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

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

3. Provides individual supportive therapy and symptom management.

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

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

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

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

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

B. **Crisis Assessment and Intervention.** Contractor shall ensure availability of telephone and face-to-face contact with clients 24 hours per day, seven days per week to respond to requests by the County Crisis and Recovery Emergency Services (CARES) in the event that specialized knowledge from the Program is required. Response to CARES may be by both telephone and in person. If a physical response is required, staff shall arrive no later than 30 minutes from the time of the call.

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

1. Finding apartments or other living arrangements.
2. Securing rental subsidies.
3. Developing positive relationships with landlords.
4. Executing leases.
5. Moving and setting up the household.
6. Meeting any requirements of residency.
7. Carrying out household activities (e.g., cleaning).
8. Facilitating housing changes when desirable or necessary.

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

1. Carry out personal care and grooming tasks.
2. Perform activities such as cooking, grocery shopping and laundry.
3. Procure necessities such as a telephone, microwave.

4. Develop ways to budget money and resources.

5. Use available transportation.

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

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

2. Financial entitlements.

3. Social services.

4. Legal advocacy and representation.

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

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

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

3. Services shall include but not be limited to:

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

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

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

d. Benefits counseling expertise to help clients understand how gainful employment will affect Social Security Administration (SSA) disability payments and health

coverage. The counseling will also be expected to address work incentive benefits available through SSA and other agencies.

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

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

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

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

G. **Community Integration (e.g. Social Relationships, Use of Leisure Time, Peer Support).** Social system interventions help clients maintain and expand a positive social network to reduce social isolation. Contractor shall work with each client to:

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

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

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

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

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

6. Make connections to peer advocates or peer supports.

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

H. **Peer Support Services.** Contractor shall provide services to validate clients' experiences and guide and encourage clients to take responsibility for and actively participate in their own recovery, as well as services to help clients identify, understand, and combat stigma and

discrimination against mental illness and develop strategies to reduce clients' self-imposed stigma:

1. Peer counseling and support.

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

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

I. **Symptom Assessment, Management and Individual Supported Therapy.** These interventions assist clients to address the distressing and disabling problems associated with psychotic symptoms; help to ease the emotional pain associated with having a serious mental illness (e.g., severe anxiety, despair, loneliness, unworthiness and depression) and assist clients with symptom self-management efforts that may reduce the risk of relapse and minimize levels of social disability. Contractor shall provide:

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

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

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

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

5. Generous psychological support to each client, provided both on a planned and as needed basis, to help him or her accomplish personal goals.

J. **Medication Prescription, Administration, Monitoring and Documentation.** An important distinguishing feature of the Program will be the role of County Clinic-based Psychiatrists as the treating doctors for Program clients. Program and County will establish practices and protocols that promote a seamless interface between Program and County Clinic staff in support of integrated, non-duplicated clinical care.

1. Supported Housing Team members shall work closely with each client and his/her County Psychiatrist to assess and document the client's mental illness symptoms and behavior in response to medication and shall monitor for medication side effects.

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

   a. Facilitate client education and informed consent about medication.

b. Record physician orders.

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

d. Provide security for storage of medications, including setting aside a private area for set up of medications by the Program nursing staff.

3. Contractor shall provide medication monitoring weekly. At least monthly, each client shall meet with the County Psychiatrist who prescribes and monitors psychiatric medications and provides psychotherapy as needed.

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

1. Identify substance use, effects and patterns.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

M. **Coordination with Health Care and Other Providers.** The Supported Housing Team represents a unique program model, whereby one team of staff provides an integrated package of treatment, rehabilitation, and support services to each client. There shall be minimal referral to external mental health treatment and rehabilitation services. However, successful Supported Housing Teams will include a high degree of coordination with healthcare providers and others with whom clients may come in contact. Contractor shall:

1. Collaborate closely with agencies from whom housing units, any necessary rental subsidies, and other available housing-related services or resources may be accessed on behalf of clients.

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

3. Coordinate with psychiatric and general medical hospitals throughout a client's inpatient stay. Program staff should be present when the client is admitted and should visit the hospital daily for care coordination and discharge planning purposes.

4. Maintain relationships with detoxification and substance abuse treatment services to coordinate care when Program clients may need these services.

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

6. Know when to be proactive in situations when a client may be a danger to self or others. Program staff should maintain relationships with CARES and other emergency resources and provide backup to CARES through 24-hour on-call capacity.

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

8. Foster close relationships with local housing organizations.

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

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

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

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

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

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

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

6. **Case Management.** Services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development, as defined in Title 9 CCR Section 1810.249.

7. **Crisis Intervention.** Crisis intervention is a service lasting less than 24 hours, to or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit, as defined in Title 9 CCR Section 1810.209. Service activities include, but are not limited to: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site and staffing requirements as defined in Sections 1810.338 and 1840.348 (CCR). Contractor shall be available 24 hours per day, 7 days per week to provide crisis intervention services.

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

11. **DOCUMENTATION REQUIREMENTS.** Contractor shall complete the following for each client.

A. A comprehensive bio-psychosocial assessment, conducted in conjunction with the County Psychiatrist, that establishes the presence of a serious mental illness and details difficulties the client faces in areas of life functioning. This assessment provides a foundation for the treatment plan. The comprehensive bio-psychosocial assessment shall be completed by a Program staff member who is a properly licensed mental health professional within thirty (30) days of admission and updated at least every six (6) months or prior to discharge, or at discharge, whichever comes first.

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

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

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

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

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

C. Progress notes that describe the interventions conducted by the Supported Housing Team including, as described in Exhibit A, Section 6, Billing Documentation and Attachment A, Section 3, Progress Notes and Billing Records at minimum:

1. Actual start and stop times.

2. The goal from the rehabilitation plan that was addressed in the encounter.

3. The individualized intervention that was provided by the staff member.

4. The response to that intervention by the client.

5. The plan for the next encounter with the client, and other significant observations**.**

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

A. Informed consent for treatment, including medication.

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

C. Process for client filings of grievances and complaints.

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

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

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

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

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

I. Treatment, rehabilitation and support services.

J. Client medical record maintenance.

K. Program evaluation and performance (quality assurance).

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

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

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

B. Common work space to facilitate communication among staff.

C. Three or four rooms, which can also serve as office space for the Supported Housing Team Leader, as interview rooms or quiet workspace for all staff to use, including the client's County Psychiatrist on any occasions when he/she may be in the Program offices.

D. Space for temporary storage of client possessions.

E. Room for medication storage.

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

G. Parking for Program staff, clients and families.

14. **PROGRAM EVALUATION, PERFORMANCE AND OUTCOME MEASURES.** In addition to the requirements specified in Exhibit A, Section 3, Contractor shall work with County to ensure satisfactory data collection and compliance with the Outcomes described in Exhibit E, Program Goals, Outcomes and Measures.

Exhibit A-4
Statement of Work
Consumer-Led Programs

1. **PROGRAM SUMMARY.** The Santa Maria and Lompoc Consumer-Led Programs (hereafter "the Programs") provide a combination of wellness and recovery-oriented services to persons with mental illness and their families (hereafter "Participants"). The Programs provide services designed and led by consumers and are responsible for developing and supporting:

   A. Peer-led wellness and recovery-oriented groups and trainings, as well as one-to-one peer support;

   B. Assistance to persons with mental illness to develop social relationships and activities in the community;

   C. Connections among individuals living with mental illness;

   D. Peer support competencies and leadership skills for those consumers interested in achieving these goals;

   E. Family support activities, such as family support groups;

   F. Resource information for community members, consumers, and families of individuals with mental illness, to increase understanding of mental illness and bolster the community's ability to support persons with mental illness.

   The Programs will be located at 1112 S. Broadway, Santa Maria, California, and 513 N. G Street, Lompoc, California.

2. **SERVICES.** Contractor will provide a Program that is client-designed and client-led. The Program will assure a comfortable, supportive, culturally competent approach through which Participants will receive peer support, participate in learning opportunities, social activities and meaningful interactions with others. In addition, Contractor will continue to collaborate with the County and selected Participants in the on-going development of the Program.

   A. Contractor will provide intern placement opportunities for peer recovery staff trained through the MHSA Workforce Education and Training Program;

   B. Contractor will provide mentoring, management and leadership opportunities for peer recovery staff and other interested Participants leading to enhanced involvement in Program oversight. Staff will offer assistance to Participants in developing Program proposals and outreach to consumers involved in the Program planning process. The goal is to provide Participants with a respectful, receptive environment to bring their new ideas, and assistance in developing those proposals;

   C. Contractor will provide activities designed to promote mental health recovery, social interaction and independence. These include programs in interpersonal relationships, effective communication and conflict resolution, accessing community resources (therapeutic, health, vocational, educational), and strengthening bonds with family, friends and significant others. Wellness Recovery Action Plan (WRAP) groups will be

run on a regular basis by consumer staff and/or County staff. Contractor will offer oversight for Participant-prepared presentations;

D. Program will function as a client-operated program with peer recovery staff and supervisors providing positive and inspirational role models for others;

E. Contractor will collaborate with County and a Northern Santa Barbara County Peer Guidance Council in the on-going development of the Program. Monthly meetings of these parties will be held to foster the development of a consumer-run organization that can eventually assume the management of the Program, determine the recovery-oriented groups and activities to be developed, ensure that recovery-oriented groups and activities are developed or identified for the mono-lingual Spanish speaking Participants, support development of child care where needed to allow for Program participation, interview and select Participants who will lead groups or activities at the program, and develop incentives to encourage participation. Additionally, the Program will support and facilitate an Advisory Council to address local issues and to provide members to represent the Program at the Peer Guidance Council meetings. Quarterly, the South County and North County Peer Guidance Councils shall meet to confer on Program design;

F. Participants (volunteer or stipend) will lead groups focusing on various topics and activities, based on the interests and skills of the Participants. These groups, such as WRAP, peer support groups, benefits planning and career exploration, will provide a structured opportunity for Participants to learn new skills, interact with one another, and learn about the accessing of community resources. In particular, there will be an emphasis on bilingual presentations using available bilingual staff or volunteers from the County or the Partners in Hope programs.

G. Families will be referred to Partners in Hope Family Partners for services, and support groups. The Program will have a resource list available to family members;

H. Participants will share in the upkeep of the physical location which serves as a “hub” for the overall Program, via the current system as designed by the Consumer Advisory Council;

I. Contractor will work with the local community to obtain support for activities in the form of in-kind donations and financial support;

J. Contractor will assist in creating an informational resource hub for community resources and activities, and will provide a resource list, in English and Spanish, that is available to Participants;

3. **CLIENTS.** Contractor shall provide services as described in Section 2 to a minimum of 75 unduplicated Participants per month in Santa Maria and 60 unduplicated Participants per month in Lompoc. The Participant population will be clients with SMI, and their families, and the Program will allow participation by clients at varying stages of recovery.

4. **HOURS.** The Santa Maria Center will be open from 9:00 a.m. to 5:00 p.m. Tuesdays, Thursdays, and Fridays; and 10:00 a.m. to 6:00 p.m. Wednesdays, or as mutually agred upon in writing. The Lompoc Center will be open from 9:00 a.m. – 5:00 p.m. Tuesday, Thursday, and Friday, and 11:30 a.m. – 5:30 p.m. on Wednesday, or as mutually agreed upon in writing. Additional activities of the Program are expected to occur outside of the Center hours.

5. **STAFFING.** Contractor will employ an appropriate mix of FTE, part-time stipend and volunteer staff to provide Participant desired events and services. In addition, Allan Hancock College Nursing Students will provide periodic health, nutrition and chronic disease education on site.

   A. Contractor will employ 2.6 FTE in Santa Maria, with a 0.6 FTE Program Coordinator (peer position), 1.9 FTE Peer Recovery Specialist, and 0.2 FTE Outreach Worker specializing in the Spanish-speaking population (funded by non-County source) to mentor Participants and coordinate on-site development and discussions leading to a client-designed Program model.

   B. Contractor will employ 1.0 FTE staff in Lompoc, including 0.8 FTE Peer Recovery Specialist (peer position) and 0.2 FTE Program Coordinator to mentor Participants and coordinate on-site development and governance.

   C. During situations when the primary staff is absent, depending on availability, Contractor may choose to cover some of the program hours with volunteers or relief workers paid via incentive cards or stipends.

   D. Staff will have experience in leading client activities and demonstrate responsiveness to Participant issues and concerns.

6. **PROGRAM EVALUATION, PERFORMANCE AND OUTCOME MEASURES**

   A. Contractor shall work collaboratively with County to develop Program goals, performance outcomes, and measures.

   B. **Monitoring.** Contractor, in collaboration with the ADMHS Adult Division Chief and the MHSA Program Manager, shall develop regular meeting schedules and agenda content consistent with MHSA requirements.

Exhibit A-5
Statement of Work
Homeless Services Clinician

1. **PROGRAM SUMMARY.** Contractor shall provide rapid access to mental health and substance abuse treatment services for residents of the Good Samaritan Shelter at 401 W. Morrison Ave., Ste. C, Santa Maria, California.

2. **SERVICES:** Contractor shall provide:

   A. Individual therapy and rehabilitation services;

   B. Trauma informed treatment;

   C. Administer professionally indicated evaluation instruments, and bring information attained to treatment team for treatment planning;

   D. Consult with other members of the treatment team;

   E. Conduct case conferences with all persons involved with client's treatment;

   F. Monitor general program implementation;

   G. Assistance to clients with linkage to natural community resources;

   H. Assistance to clients with accessing benefits (housing, Medi-Cal); and

   I. Coordination and linkage with others involved in client care.

3. **STAFF**. Contractor shall employ one (1.0) FTE Homeless Services Clinician, who shall be a licensed/waivered/registered mental health professional as described in Title 9, CCR.

ATTACHMENT A

SANTA BARBARA COUNTY MENTAL HEALTH PLAN,

QUALITY MANAGEMENT STANDARDS

1. The Medi-Cal Mental Health Plan (MHP) of Santa Barbara County has established the following standards for all organizational, individual, and group providers. These standards apply equally to all services delivered under the umbrella of "traditional" Short-Doyle as well as the more recent "consolidated" Medi-Cal Fee-for-Service providers. The established standards are:

    A. Assessment

        1. Initial: Each individual served for sixty days or more shall have a comprehensive assessment performed and documented by the 61st day of service. This assessment shall address areas detailed in the source document, MHP's Agreement with the California State Department of Mental Health.

        2. Update: A re-evaluation/re-assessment of key indicators will occur and be documented within the chart on an annual basis with reassessment of key clinical/functional variables. The time frame for this update is the sixty days prior to the anniversary date of the first day of the month of admission.

        3. A component of the Initial and/or Annual assessment is the completion of the Children's Performance Outcome Survey (CPOS) instruments or Adult Performance Outcome Survey (APOS) instruments. In the absence of these survey instruments being completed, documentation of client refusal to participate must exist in the chart.

    B. Specialty Use Providers: Those providers that operate as part of the continuum of care established by the Alcohol Drug and Mental Health Services (ADMHS) clinic/team and provide the assessment or most recent assessment update in order to meet the assessment requirements.

2. Plan of Care

    A. Coordination and Service Plan (CSP): The plan of care is completed by the provider entity, which is designated by the MHP as an entity that may authorize services.

        CSP: The organizations and/or gateways that authorize services through use of the CSP are: The MHP Access Team; the County Adult and Child Teams, traditional organizational providers and programs.

    B. Frequency: The CSP is completed by the 61st day in all cases in which services will exceed sixty (60) days. Annually, within the sixty (60) days prior to the anniversary date of first opening a client file, this plan must be updated or re-written.

C. Service Plan (SP): This plan of care is written by any individual, group, or organizational provider that is authorized to deliver services to a beneficiary/client of the ADMHS system.

1. Frequency: Annually the plan (CSP and/or SP) shall be updated or rewritten.

2. Timeliness: The initial plan (CSP and/or SP) shall be written within sixty (60) days of initial contact. Plans shall be re-written during the sixty (60) day window that precedes the anniversary date of first opening of the client file.

D. Content of Client Plans:

1. Specific, observable or quantifiable goals.

2. Identify the proposed type(s) of intervention.

3. Have a proposed duration of intervention(s).

4. Be signed (or electronic equivalent) by: the person providing the service(s), or a person representing a team or program providing services, or a person representing the MHP providing services.

5. If the above staff are not of the approved category, review by and dated co-signature of the following is required:

a) A physician;

b) a licensed/"waivered" psychologist;

c) a licensed/registered/"waivered" social worker;

d) a licensed/registered/"waivered" Marriage and Family Therapist, or

e) a registered nurse.

e. Client plans shall be consistent with the diagnoses and the focus of intervention will be consistent with the client plan goals.

f. There will be documentation of the client's participation in and agreement with the plan. This includes client signature on the plan and/or reference to client's participation and agreement in progress notes.

g. The MHP will give a copy of the client plan to the client on request. (Each Provider must determine where and how this is documented.)

3. Progress Notes and Billing Records: The Santa Barbara ADMHS MHP services must meet the following criteria, as specified in the MHP'S Agreement with the California State Department of Mental Health.

a. All entries will include the date services were provided.

b. The client record will contain timely documentation of care. Services delivered will be recorded in the client record within one working day of service delivery.

c. Mental health staff/practitioners will use client records to document client encounters; relevant aspects of client care, including relevant clinical decisions and interventions.

d. All entries in the client record will include the signature of the person providing the service (or electronic equivalent); the person's professional degree, licensure or job title; and the relevant identification number.

e. The record will be legible.

f. The client record will document referrals to community resources and other agencies, when appropriate.

g. The client record will document follow-up care, or as appropriate, a discharge summary.

h. Timeliness/Frequency of Progress Notes

i. Shall be prepared for every Service Contact including:

1. Mental Health Services (Assessment, Evaluation, Collateral, Individual/Group/Family Therapy, Individual/Group/Family Rehabilitation);
2. Medication Support Services;
3. Crisis Intervention;
4. Targeted Case Management.

ii. Shall be daily for:

1. Crisis Residential;
2. Crisis Stabilization (1x/23hr);
3. Day Treatment Intensive.

iii. Shall be weekly for:

1. Day Treatment Intensive for Clinical Summary;
2. Day Rehabilitation;
3. Adult Residential.

iv. On each shift for other services such as Psychiatric Health Facility.

4. EPSDT Notification. Shall be provided for any Medi-Cal beneficiary under 21 who has been admitted with an emergency psychiatric condition to a hospital with which the MHP has a Agreement.

5. STATE MENTAL HEALTH PLAN REQUIREMENTS

a. Contractor shall display Medi-Cal Member Services Brochures in English and Spanish in their offices. In addition, providers shall post grievance and appeal process notices in a visible location in their waiting rooms along with copies of English and Spanish grievance and appeal forms with

Mental Health Plan (MHP) self addressed envelopes to be used to send grievances or appeals to ADMHS Quality Assurance department.

b. Contractor shall be knowledgeable of MHP policies on Beneficiary Rights as outlined in the Medi-Cal Member Services Brochures.

c. Contractor shall ensure that direct service staff attend two cultural competency trainings per fiscal year and shall retain evidence of attendance for the purpose of reporting to the Cultural Competency Coordinator.

d. Contractor shall establish a process by which Spanish speaking staff who provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, & writing Spanish language. Additionally, interpreters and users of interpreters must attend one training per fiscal year on interpretation in the mental health field-this workshop is offered through the county at least one time per year. Contractor shall retain evidence of employees' attendance at these workshops.

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

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

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

    iii. Providers need to be informed that the MHP Quality Assurance team of Santa Barbara County monitors timeliness of service delivery.

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

g. Contractor shall be notified of possible corrective actions to be taken when the contractor does not adhere to MHP established standards or respond to corrective actions. As identified in the new Provider Relations Policy approved by the Director and the Executive team, the proposed process for ensuring compliance and implementing corrective actions is as follows:

    i. If Contractor is identified as operating outside of the compliance standards, Contractor shall be notified of lack of compliance with federal and state standards and shall be asked to rectify the areas in which they have been out of compliance. A copy of this

notification shall be placed in the provider file. Contractors are expected to complete all corrections within 90 calendar days from the date of notice. This will be considered the Period of Review. The specific nature of the documentation to show evidence of compliance will be based on the infraction.

ii. Following the 90 day Period of Review, should Contractor be unable to fulfill contractual obligations regarding compliance, Contractor shall meet with the Quality Assurance Manager within 30 calendar days to identify barriers to compliance. If an agreement is reached, the provider shall have not more than 30 calendar days to provide proof of compliance. If an agreement is not forthcoming, the issue will be referred to the Executive Management Team which will review the issue and make a determination of appropriate action. Such action may include, but are not limited to: suspension of referrals to the individual or organizational provider, decision to de-certify or termination of Agreement, or other measures.

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

EXHIBIT B

FINANCIAL PROVISIONS

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

This Agreement provides for reimbursement for adult mental health services up to a Maximum Contract Amount. For Title XIX Short-Doyle/Medi-Cal (SD/MC), MHSA and all other services provided under this Agreement, Contractor will comply with all applicable requirements necessary for reimbursement in accordance with Welfare and Institutions Code §§5704-5724, and other applicable Federal, State and local laws, rules, manuals, policies, guidelines and directives.

I. PAYMENT FOR SERVICES

A. Performance of Services. Contractor shall be compensated on a cost reimbursement basis for provision of the Units of Service (UOS) established in Exhibit B-1 based on satisfactory performance of the adult mental health services described in Exhibit A.

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

C. Non-Medi-Cal Services. County recognizes that some of the services provided by Contractor's Program, described in Exhibit A, may not be reimbursable by Drug Medi-Cal, or may be provided to individuals who are not Drug 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. Funds for these services are included within the Maximum Contract Amount, and are subject to the same requirements as funds for services provided pursuant to the Medi-Cal program.

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

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount has been calculated based on the total UOS to be provided pursuant to this Agreement as set forth in Exhibit B-1 and shall not exceed **$2518980** Dollars. The Maximum Contract Amount shall consist of County, State, and/or Federal funds as shown in Exhibit B-1. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for

Contractor's performance hereunder without a properly executed amendment.

III. OPERATING BUDGET AND PROVISIONAL RATE

A. Operating Budget. Prior to the Effective Date of this Agreement, Contractor shall provide County with an Operating Budget on a format acceptable to, or provided by County, based on costs net of revenues as described in this Exhibit B, Section IV (Accounting for Revenues)**.** Contractor's approved Operating Budget shall be used to confirm the Provisional Rate to be paid to Contractor as set forth in Exhibit B-1, for the services to be provided pursuant to this Agreement.

B. Provisional Rate. County agrees to reimburse Contractor at a Provisional Rate (the "Provisional Rate") during the term of this Agreement. The Provisional Rate shall be established by using the rates from the Contractor's most recently filed cost report, as set forth in Exhibit B-1. At any time during the term of this agreement, Director shall have the option to adjust the Provisional Rate to a rate based on allowable costs less all applicable revenues, as reflected in Contractor's approved Operating Budget. Payment will be based on the UOS accepted into the County's MIS system on a monthly basis.

C. Adjustment of Provisional Rates. Contractor acknowledges that the Provisional Rates shall be adjusted at the time of the settlement specified in this Exhibit B, Section VIII (Pre-Audit Cost Report Settlement).

IV. ACCOUNTING FOR REVENUES

A. Accounting for Revenues**.** Contractor shall comply with all County, State, and Federal requirements and procedures, as described in WIC Sections 5709, 5710 and 5721, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP) (2) the eligibility of patients/clients for EPSDT/Medi-Cal, Healthy Families, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Grants, and any other revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor shall also be accounted for in the Operating Budget.

B. Internal Procedures. Contractor shall maintain internal financial controls which adequately ensure proper billing and collection procedures. Contractor's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. Contractor shall pursue payment from all potential sources in sequential order, with SD/MC as payor of last resort. Contractor is to attempt to collect first from Medicare (if site is Medicare certified), then from insurance. All fees paid by or on behalf of patients/clients receiving services under this Agreement shall be utilized by Contractor only for the delivery of mental health service units specified in this Agreement.

V. REALLOCATION OF PROGRAM FUNDING

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

VI. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS:

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

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

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

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

B. Monthly Expenditure and Revenue Report and Projection Report**.** Contractor shall submit a monthly Expenditure and Revenue Report and Projection Report as described in the Reports Section of Exhibit A to this Agreement.

C. Withholding Of Payment for Non-submission of MIS and Other Information**.** If any required MIS data, invoice or report(s) is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data

and such data has been reviewed and approved by Director or designee. Director or designee shall review such submitted service data within sixty (60) calendar days of receipt.

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

E. Claims Submission Restrictions**.**

1. Six-Month Billing Limit. Unless otherwise determined by State or federal regulations (e.g. Medi-Medi cross-over), all original (or initial) claims for eligible individual persons under this Agreement must be received by County within six (6) months from the date of service to avoid possible payment reduction or denial for late billing. Original (or initial) claims received after this six month billing limit without an acceptable delay reason code are subject to reduction and/or denial by either the State or County. Exceptions to the six month billing limit can be made for months seven through twelve following the month in which the services were rendered if the reason for the late billing is allowed by WIC Section 14115 and Title 22, California Code of Regulations section 51008.5.

2. No Payment for Services Provided Following Expiration/ Termination of 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.

G. Tracking of Expenses. Contractor shall inform County when seventy-five percent (75%) of the Maximum Contract Amount has been incurred based upon Contractor's own billing records. Contractor shall send such notice to those persons and addresses which are set forth in the Agreement, Section 2 (NOTICES).

VII. COST REPORT

A. Submission of Cost Report. Within forty-five (45) days after the close of the Fiscal Year covered by this Agreement, Contractor shall provide County with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the prior

fiscal year. The Annual Cost Report shall be prepared by Contractor in accordance with all applicable federal, state and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by Contractor shall be reported in its annual Cost Report, and shall be used to offset gross cost. Contractor shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to Director or Designee upon reasonable notice.

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

C. Withholding Payment. County shall withhold the final month's payment under this Agreement until such time that Contractor submits its complete Annual Cost Report.

D. Penalties. In addition, failure of Contractor to submit accurate and complete Annual Cost Report(s) by the ninetieth (90^{th}) day after the close of the Fiscal Year or the expiration or termination date of this Agreement shall result in:

1. A Late Penalty of ONE HUNDRED DOLLARS ($100) for each day that the accurate and complete Annual Cost Report(s) is (are) not submitted. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report. The Late Penalty shall commence on the ninety-first (91^{st}) day following either the end of the applicable Fiscal Year or the expiration or termination date of this Agreement. County shall deduct the Late Penalty assessed against Contractor from the final month's payment due under the Agreement.

2. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred fiftieth (150^{th}) day following either the end of the applicable Fiscal Year or the expiration or termination date of this Agreement, then all amounts covered by the outstanding Annual Cost Report(s) and paid by County to Contractor in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding shall be repaid by Contractor to County**.** Further, County shall terminate any current contracts entered into with Contractor for programs covered by the outstanding Annual Cost Reports.

E. Audited Financial Reports: Each year of the 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.

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

VIII. PREAUDIT COST REPORT SETTLEMENT.

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

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

2. The Contractor's actual costs.

3. The State's Schedule of Maximum Allowances (SMA).

4. The Maximum Contract Amount (MCA) of this Agreement.

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

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

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

A. Audit by Responsible Auditing Party. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and federal law including but not limited to the WIC Sections 14170 et. seq., authorized representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the mental health services/activities provided hereunder.

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

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

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

EXHIBIT B-1

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

CONTRACTOR NAME: **Transitions Mental Health Association** **FISCAL YEAR:** **2010-11**

	PROGRAMS						TOTAL
	Partners in Hope	Lompoc ACT	Supported Housing North	Santa Maria Consumer-Led	Lompoc Consumer-Led	Homeless Services Clinician	
DESCRIPTION/MODE/SERVICE FUNCTION:	NUMBER OF UNITS PROJECTED (based on history):						
Outpatient - Placement/Brokerage (15/01-09)	-	5,568	7,293	-	-	-	12,861
Outpatient Mental Health Services (15/10-59)	-	422,552	353,883	-	-	-	776,434
Med Support (15/60-69)	-	-	7,129	-	-	-	7,129
Outpatient Crisis Intervention (15/70-79)	-	2,901	2,533	-	-	-	5,434
SERVICE TYPE: M/C, NON M/C	NON M/C	M/C	M/C	NON M/C	NON M/C	NON M/C	
UNIT REIMBURSEMENT	cost	minute	minute	cost	cost	cost	
COST PER UNIT/PROVISIONAL RATE:							
Outpatient - Placement/Brokerage (15/01-09)	$1.99						
Outpatient Mental Health Services (15/10-59)	$2.57						
Med Support (15/60-69)	$4.75						
Outpatient Crisis Intervention (15/70-79)	$3.82						
GROSS COST:	$ 93,330	$ 1,108,120	$ 967,530	$ 197,000	$ 89,000	$ 75,000	$2,529,980
LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)							
A PATIENT FEES							$0
B PATIENT INSURANCE							$0
C CONTRIBUTIONS							$0
D FOUNDATIONS/TRUSTS							$0
E SPECIAL EVENTS							$0
F OTHER (LIST): City of Lompoc					$ 4,000		$4,000
G OTHER (LIST): CDBG Santa Maria				$ 7,000			$7,000
TOTAL CONTRACTOR REVENUES	$ -	$ -	$ -	$ 7,000	$ 4,000	$ -	$11,000
MAXIMUM CONTRACT AMOUNT:	**$ 93,330**	**$ 1,108,120**	**$ 967,530**	**$ 190,000**	**$ 85,000**	**$ 75,000**	**$ 2,518,980**

	SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT							
A	MEDI-CAL/FFP		$ 454,329	$ 435,389				$ 889,718
B	OTHER FEDERAL FUNDS							$ -
C	REALIGNMENT/VLF FUNDS						$ 75,000	$ 75,000
D	STATE GENERAL FUNDS							$ -
E	COUNTY FUNDS							$ -
F	HEALTHY FAMILIES							$ -
G	TITLE 4E							$ -
H	AB 3632							$ -
I	EPSDT		$ 99,731					$ 99,731
J	FIRST 5 GRANT							$ -
K	MHSA	$ 93,330	$ 199,462	$ 96,753	$ 190,000	$ 85,000		$ 664,545
L	MHSA MEDI-CAL MATCH		$ 354,598	$ 435,389				$ 789,987
	TOTAL (SOURCES OF FUNDING)	$ 93,330	$ 1,108,120	$ 967,530	$ 190,000	$ 85,000	$ 75,000	$ 2,518,980

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

EXHIBIT B-2
Contractor Budget

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

AGENCY NAME: Transitions - Mental Health Association

COUNTY FISCAL YEAR: 10/11

Gray Shaded cells contain formulas, do not overwrite

LINE #	COLUMN #	1	2	3	4	5	6	7	8	9
		I. REVENUE SOURCES:	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Lompoc ACT	Santa Maria Consumer-led Program	Lompoc Consumer-led Program	Partners in Hope	Homeless Services Clinician	Santa Maria SHS North
1		Contributions	$ -	$ -						
2		Foundations/Trusts	$ 50,000	$ -						
3		Special Events	$ -	$ -						
4		Legacies/Bequests	$ -	$ -						
5		Associated Organizations	$ -	$ -						
6		Membership Dues	$ -	$ -						
7		Sales of Materials	$ 153,000	$ -						
8		Investment Income	$ -	$ -						
9		Miscellaneous Revenue	$ -	$ -						
10		ADMHS Funding	$ 2,518,980	$ 2,518,980	$ 1,108,120	$ 190,000	$ 85,000	$ 93,330	$ 75,000	$ 967,530
11		Other Government Funding	$ 2,958,207	$ -						
12		AFDC	$ -	$ -						
13		City of Lompoc	$ 4,000	$ 4,000			$ 4,000			
14		CDBG Santa Maria	$ -	$ 7,000		$ 7,000				
15		Other (specify)		$ -						
16		Other (specify)		$ -						
17		Other (specify)		$ -						
18		Total Other Revenue (Sum of lines 1 through 17)	$ 5,684,187	$ 2,529,980	$ 1,108,120	$ 197,000	$ 89,000	$ 93,330	$ 75,000	$ 967,530
		I.B Client and Third Party Revenues:								
19		Medicare	$ 1,215,194	$ -						
20		Client Fees	$ 979,308	$ -						
21		Insurance		$ -						
22		SSI		$ -						
23		DR	$ 115,000	$ -						
24		Total Client and Third Party Revenues (Sum of lines 19 through 23)	2,309,502	-	-	-	-	-	-	-
25		GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 24)	7,993,689	2,529,980	1,108,120	197,000	89,000	93,330	75,000	967,530

EXHIBIT B-2
Contractor Budget

	III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Lompoc ACT	Santa Maria Consumer-led Program	Lompoc Consumer-led Program	Partners in Hope	Homeless Services Clinician	Santa Maria SHS North
26	Salaries (Complete Staffing Schedule)	4,013,250	$ 1,410,431	$ 622,000	$ 88,200	$ 36,100	$ 63,731	$ 54,400	$ 546,000
27	Employee Benefits	670,750	$ 285,593	$ 125,776	$ 23,632	$ 9,538	$ 9,144	$ 3,978	$ 113,525
28	Consultants		$ -						
29	Payroll Taxes	301,969	$ 116,273	$ 50,780	$ 7,470	$ 3,387	$ 5,080	$ 4,470	$ 45,086
30	Personnel Costs Total (Sum of lines 26 through 29)	$ 4,985,969	$ 1,812,297	$ 798,556	$ 119,302	$ 49,025	$ 77,955	$ 62,848	$ 704,611
31	Professional Fees/Client Stipends	76,666	$ 12,000		$ 8,000	$ 4,000			
32	Supplies	160,953	$ 31,100	$ 11,000	$ 2,000	$ 800	$ 800	$ 1,500	$ 15,000
33	Telephone	74,408	$ 20,365	$ 8,400	$ 2,340	$ -	$ 1,125		$ 8,500
34	Postage & Shipping	6,500	$ 1,500	$ 1,500					
35	Occupancy (Facility Lease/Rent/Costs)	990,375	$ 98,200		$ 33,000	$ 18,000			$ 47,200
36	Rental/Maintenance Equipment	67,386	$ 12,160	$ 4,000	$ 1,660	$ 500			$ 6,000
37	Advertising/Pre employment	44,104	$ 11,500	$ 6,500	$ 500		$ 500		$ 4,000
38	Transportation	219,446	$ 67,800	$ 31,500	$ 1,600	$ 1,000	$ 1,500	$ 1,600	$ 30,600
39	Conferences, Meetings, Etc	81,230	$ 23,700	$ 13,000	$ 1,000	$ 250	$ 750	$ 700	$ 8,000
40	Insurance	81,487	$ 23,825	$ 10,000	$ 3,300	$ 925	$ 700		$ 8,900
41	Client Expense	241,617	$ 66,300	$ 50,000	$ 2,800	$ 6,000	$ -		$ 7,500
42	Furniture and Equipment	16,200	$ 5,000	$ 5,000					$ -
43	Medications	35,000	$ 35,000	$ 35,000					
44	Other	-	$ -	$ -					
45	Other	-	$ -	$ -					
46	SUBTOTAL DIRECT COSTS	$ 7,081,341	$ 2,220,747	$ 974,456	$ 175,502	$ 80,500	$ 83,330	$ 66,648	$ 840,311
	III. INDIRECT COSTS								
47	Administrative Indirect Costs	912,348	$ 309,233	$ 133,664	$ 21,498	$ 8,500	$ 10,000	$ 8,352	$ 127,219
48	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 46+ 47)	$ 7,993,689	$ 2,529,980	$ 1,108,120	$ 197,000	$ 89,000	$ 93,330	$ 75,000	$ 967,530

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS
for contracts REQUIRING professional liability insurance

1. **INDEMNIFICATION**

Indemnification pertaining to other than Professional Services:

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

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

Indemnification pertaining to Professional Services:

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

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

2. **INSURANCE**

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

Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all Contractor's staff while performing any

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

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

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

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

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

Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of Contractor's professional staff with a combined single

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

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

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

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

EXHIBIT D

ORGANIZATIONAL SERVICE PROVIDER SITE CERTIFICATION

COMPLIANCE REQUIREMENTS

1. Contractor hereby represents and warrants the following, as applicable:

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

   B. The space owned, leased, or operated by the Contractor and used for services or staff meets all local fire codes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   A. The Contractor makes major staffing changes.

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

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

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

   E. There is a change of ownership or location.

   F. There are complaints regarding the Contractor.

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

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

EXHIBIT E
PROGRAM GOALS, OUTCOMES AND MEASURES

Outcomes – Partners in Hope		
Program Goals	**Outcomes**	**Measure/Data Elements**
❖ Enhance the existing recovery-based model by involving people in recovery and family members at every level in the system of care	✓ Integration of clients and family members into existing service delivery teams ✓ Increased service provision by peers, clients and family members	➢ Number of family members linked to, engaged and/or enrolled in additional services ➢ Number of family support groups held ➢ Number of trainings held on consumer and family member issues ➢ Number of clients and family members participating in support activities for self-care
❖ Integrate members of un-served and under-served communities into the system of care	✓ Enroll previously un-served/under-served populations (e.g., ethnic groups, gender groups, geographic regions) in services ✓ Increased outreach and service provision to family members ✓ Increased sense of empowerment, hope and wellness in clients and family members employed as well as those that are enrolled	➢ Number of family members enrolled that are part of an un-served or under-served group ➢ Number of un-served and under-served communities served ➢ Number of family members receiving services in second threshold or other non-English language

Adult Program Evaluation ACT Programs		
Program Goal	**Outcome**	**Measure**
❖ Reduce mental health and substance abuse symptoms resulting in reduced utilization of involuntary care and emergency rooms for mental health and	✓ Decreased incarceration rates ✓ Decreased inpatient/acute care days and length of hospital stay	➢ Number of incarceration days ➢ Number of hospital admissions; length of hospital stay

EXHIBIT E
PROGRAM GOALS, OUTCOMES AND MEASURES

physical health problems	✓ Decreased emergency room utilization	➢ Number of emergency room visits for physical and/or psychiatric care
❖ Assist clients in their mental health recovery process and with developing the skills necessary to lead independent, healthy and productive lives in the community	✓ Reduced homelessness by maintaining stable/permanent housing ✓ Increased life skills needed to participate in purposeful activity and increase quality of life	➢ Number of days in stable/permanent housing ➢ Number of clients employed, enrolled in school or training, or volunteering ➢ Number of clients graduating to a lower level of care

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