

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 **Council on Alcoholism and Drug Abuse**, having its principal place of business at Santa Barbara, California (hereafter **CONTRACTOR**) wherein **CONTRACTOR** agrees to provide and **COUNTY** agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE:** Assistant Director – Administration (telephone 805.681.5220) is the representative of **COUNTY** and will administer this Agreement for and on behalf of **COUNTY**. Penny Jenkins (telephone number 8059631433) 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:** Penny Jenkins, Executive Director
Council on Alcoholism and Drug Abuse
PO Box 28
Santa Barbara, CA 93102

- 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 **8/1/2006** and complete performance by **6/30/2007**, 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

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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.

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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 Code of Federal Regulations (CFR), Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). **CONTRACTOR** shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. **CONTRACTOR** further agrees to provide **COUNTY** with copies of all **COUNTY** client file documents resulting from this Agreement without requiring any further written release of information.

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

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

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

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

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

17. **TERMINATION.**

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

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

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

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in excess of the maximum budgeted amount for this Agreement as set forth in Exhibit B, or paid for profit on unperformed portions of service. **CONTRACTOR** shall furnish to **COUNTY** such financial information as, in the judgment of **COUNTY**, is necessary to determine the reasonable value of the services rendered by **CONTRACTOR**. In the event of a dispute as to the reasonable value of the services rendered by **CONTRACTOR**, the decision of **COUNTY** shall be final.

2. For Cause. Should **CONTRACTOR** default in the performance of this Agreement or materially breach any of its provisions, **COUNTY** may, at **COUNTY'S** sole option, terminate this Agreement by written notice which shall be effective upon receipt by **CONTRACTOR**.

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

18. **ENTIRE AGREEMENT, AMENDMENTS, AND MODIFICATIONS.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties. There have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be amended or modified only by the written mutual consent of the parties hereto. Any amendments or modifications that do not exceed ten percent (10%) of the Agreement's original dollar amount may be approved by the director of Alcohol, Drug & Mental Health Services. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral Agreements, course of conduct, waiver or estoppel.

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

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

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

22. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other remedy or remedies, and each and

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

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

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

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

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THIS AGREEMENT INCLUDES:

- A. EXHIBIT A – Statement of Work
 - 1. Attachment A - SANTA BARBARA COUNTY MENTAL HEALTH PLAN,
QUALITY MANAGEMENT STANDARDS
- B. EXHIBIT B - Payment Arrangements
- C. EXHIBIT B-1 – Schedule of fees
- D. EXHIBIT C – Standard Indemnification and Insurance Provisions
- E. EXHIBIT D – Organizational Service Provider Site Certification
- F. EXHIBIT BAA – HIPAA Business Associate Agreement

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Agreement for Services of Independent **CONTRACTOR** between the County of Santa Barbara and Council on Alcoholism and Drug Abuse.

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

COUNTY OF SANTA BARBARA

By:

Chair, Board of Supervisors

Date: _____

CONTRACTOR

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy

By: _____
Tax Id No 95-1878858.

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

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

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM :
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
JAMES L. BRODERICK, Ph.D.
DIRECTOR

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By: _____
Director

By: _____

CONTRACT SUMMARY

BC _____

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

D1. Fiscal Year 06-07
 D2. Budget Unit Number (plus –Ship/Bill codes in parenthesis) 043
 D3. Requisition Number.....
 D4. Department Name..... Alcohol, Drug, and Mental Health Services
 D5. Contact Person Jack Juntunen
 D6. Telephone (805) 681-4090

K1. Contract Type (check one): Personal Service ρ Capital
 K2. Brief Summary of Contract Description/Purpose..... CARP START
 K3. Original Contract Amount..... 120000
 K4. Contract Begin Date..... 8/1/2006
 K5. Original Contract End Date 6/30/2007
 K6. Amendment History (leave blank if no prior amendments).....

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

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

F1. Encumbrance Transaction Code..... 1701
 F2. Current Year Encumbrance Amount 120000
 F3. Fund Number 0044
 F4. Department Number..... 5741
 F5. Division Number (if applicable)
 F6. Account Number 7460
 F7. Cost Center number (if applicable) 5741
 F8. Payment Terms.....

V1. Vendor Numbers (A=Auditor; P=Purchasing).....
 V2. Payee/**CONTRACTOR** Name Council on Alcoholism and Drug Abuse
 V3. Mailing Address PO Box 28
 V4. City State (two-letter) Zip (include +4 if known) Santa Barbara, CA 93102
 V5. Telephone Number 8059631433
 V6. **CONTRACTOR's** Federal Tax ID Number (EIN or SSN) 95-1878858
 V7. Contact Person..... Penny Jenkins
 V8. Workers Comp Insurance Expiration Date 3/12/2007
 V9. Liability Insurance Expiration Date[s] (G=Genl; P=Profl)..... G 4/1/2007 P 4/1/2007
 V10. Professional License Number.....
 V11. Verified by (name of **COUNTY** staff) Cathy Fox
 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: _____

EXHIBIT A

STATEMENT OF WORK

The Council on Alcoholism and Drug Abuse agrees to provide the following services:

1. The Carpinteria School Based Mental Health program services, to include but not limited to:
 - a. Provide staff members for the Support, Treatment, Advocacy and Referral Team (START) program, who are equipped to provide services to those with co-occurring substance abuse and mental health issues.
 - i. This team will be comprised of staff from Family Service Agency and the Council on Alcoholism and Drug Abuse. This service intends to address mental health and substance abuse issues in the Carpinteria schools.
 - b. The START program will establish a comprehensive, multifaceted approach to help ensure schools are caring and supportive places that maximize learning and well-being and strengthen students, families, schools, and the Carpinteria community.
 - i. Three START teams will provide services to all Carpinteria Schools. Each START team will be comprised of an FSA and a CADA staff member. Each school is assigned a unique START team comprised of expertise in substance abuse and mental health education, prevention and treatment.
 - ii. START is available to provide intervention, linkage, programs and services to intervene as early after the onset of learning, behavior, substance abuse and emotional problems as is feasible.
 - iii. START will work to enhance the mental health and address substance abuse issues of families.
 - iv. START will build on the capacity of all school staff to address barriers to learning and promote healthy development. START is skilled to address systemic matters at schools that affect mental health and prevention, such as testing anxiety and other practices that engender bullying, alienation, and student disengagement from classroom learning.
 - v. START shall be knowledgeable of other services and supports in the community and through referral and linkage, aim to develop a comprehensive, multifaceted, and cohesive continuum of school-community interventions to address barriers to learning and promote healthy development.
 - c) Provider will be responsible for actively assisting families to access Medi-Cal benefits whenever possible.

EXHIBIT A

2. Provider will be responsible for participating in a monthly program steering/oversight committee. Part of this committee focus will be upon monitoring the fiscal health of the START program including Medi-Cal and other incoming revenue. This committee will consist of the following groups:
 - a. Parent Partners representative(s),
 - b. Principals of the participating schools,
 - c. The Superintendent of Schools,
 - d. Special Education Coordinator,
 - e. Carp Cares Organization representative(s),
 - f. Community-at-large representative(s),
 - g. Contract agencies representatives, and
 - h. Board of Supervisors member in the First District, and
 - i. ADMHS Children's Division Manager.
3. **SECONDARY PREVENTION-EARLY INTERVENTION (School Based Counseling) Service Code18:** This strategy is designed to come between a substance user and his or her actions in order to modify behavior, it includes a wide spectrum of activities ranging from user education to formal intervention and referral to appropriate treatment/recovery services (Includes School Based Counseling):
 - a. **CONTRACTOR** will provide school based counseling services including outreach and counseling for elementary, junior high and high school (K-12th grade) students, in accordance with the Provider Workbook.
 - i. Services will be provided at the following site(s):
All K – 12th Grade schools in the Carpinteria Unified School District (CUSD).
 - b. **CONTRACTOR** will be responsible for providing the following school-based counseling services in Carpinteria:
 - i. CADA will work collaboratively with the CUSD school districts and Family Service Agency in order to provide the services outlined in Paragraph 1a through 1c, of this Exhibit A.
4. **MATCH.** **CONTRACTOR** is required to provide a match in accordance with **Exhibit B,** Item 13, MATCH REQUIREMENTS and the Provider Workbook.
5. **PROVIDER WORKBOOK.** **CONTRACTOR** and **COUNTY** will continually develop the Provider Workbook that may include performance measures, a description of service, program deliverables, complete budget including staffing, and a cultural competency plan for staff.
6. **REQUIRED REPORTING FORMS.** In accepting Negotiated Net Amount (NNA) Secondary Prevention and/or Early Intervention services funding from **COUNTY**, **CONTRACTOR** agrees to submit the following reports, if applicable, to **COUNTY** by the 10th day of the month following the date of service: 1)

EXHIBIT A

monthly California Outcomes Measurement System – Prevention (CalOMS); 2) NNA quarterly and annual narrative; and 3) monthly school based reports.

7. **OUTCOME AND PERFORMANCE MEASURES**

a. Program Goal

- i. Provide a cohesive continuum of family-school-community interventions to facilitate learning and promote healthy development of youth.

b. Objectives

- i. Improve the mental health of youth and families through school-based mental health and substance abuse services.
- ii. Improve the capacity of school staff to promote healthy development.

c. Outcomes

- i. Increase the resiliency and social-emotional development of youth and families.
- ii. Increase EPSDT/Medicaid revenue and AB3632 services.
- iii. Increase the ability of youth to remain in school and be successfully engaged in the classroom.
- iv. Decrease the mental health crises and psychosocial/substance abuse problems of youth in START.
- v. Increase the ability of all school staff to identify youth and families that may need mental health and substance abuse services.

d. Measures/Data Elements

- i. Number of youth and families enrolled in START mental health and substance abuse services.
- ii. Number of previously unserved youth and families enrolled in START.
- iii. Number of referrals to long-term mental health and substance abuse services.
- iv. Number of beneficiaries enrolled in services.
- v. Classroom attendance records.
- vi. Number of suspensions.
- vii. Number of expulsions.
- viii. Number of days in juvenile hall.
- ix. Number of hospital admissions.
- x. Number of out-of-home placements and out-of-county placements.
- xi. Number of incidents of school violence between youth.
- xii. Number of crisis events responded to at schools.

EXHIBIT A

- xiii. Number of trainings, presentations and education events provided to school staff.

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 contract with the California State Department of Mental Health.
 - 2) Update: A re-evaluation/re-assessment of key indicators will occur and be documented within the chart on an annual basis with reassessment of key clinical/functional variables. The time frame for this update is the sixty days prior to the anniversary date of the first day of the month of admission.
 - 3) A component of the Initial and/or Annual assessment is the completion of the Children’s Performance Outcome Survey (CPOS) instruments or Adult Performance Outcome Survey (APOS) instruments. In the absence of these survey instruments being completed, documentation of client refusal to participate must exist in the chart.
 - b. Specialty Use Providers: Those providers that operate as part of the continuum of care established by the Alcohol Drug and Mental Health Services (ADMHS) clinic/team and provide the assessment or most recent assessment update in order to meet the assessment requirements.
2. Plan of Care
 - a. Coordination and Service Plan (CSP): The plan of care is completed by the provider entity, which is designated by the MHP as an entity that may authorize services.

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

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

ATTACHMENT A

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

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

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Rates [Exhibit B-1] & Contract Maximum)

1. **CONTRACTOR SERVICES.** For **CONTRACTOR** services to be rendered under this Agreement, **CONTRACTOR** shall be paid at the rate specified in the Schedule of Fees (Exhibit B-1), attached hereto and with this reference made a part hereof, with a maximum value not to exceed **\$120,000.**
2. **PAYMENT FOR SERVICES.** Payment for services and/or reimbursement of costs shall be made based upon the services provided as set forth in Exhibit A as determined by the **COUNTY**. Invoices submitted for payments that are based upon Exhibit B-1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation.
3. **EXPENDITURE OF FUNDS.** **CONTRACTOR** shall use the funds provided by **COUNTY** exclusively for the purposes of performing the services described in Exhibit A. Such funds shall be the sole source of funds paying for the positions, staffing levels, and operational and other costs as contained in the services described in Exhibit A. Violation of this provision or use of **COUNTY** funds for purposes other than described in Exhibit A shall constitute a material breach of this contract.
4. **MEDI-CAL REIMBURSABLE CLAIMS – FEE-FOR-SERVICE CHILDREN.**
 - A. **COUNTY** shall pay to **CONTRACTOR**, upon the receipt of a proper and correct invoice, an amount equal to the State Matching Funds (SMF) and Federal Financial Participation (FFP) funds, which are anticipated from the State at a future time, for Short-Doyle/Medi-Cal units of service claimed for eligible EPSDT (Early Periodic Screening and Diagnostic Test) services.
 - B. For eligible clients receiving services reimbursable under Medi-Cal, **COUNTY** shall pay to **CONTRACTOR** charges for services not to exceed the maximum limit for rates established under State authority less the amount of any claim or portion of claim denied or disallowed by any State authority. Final settlement of **COUNTY'S** reimbursement to **CONTRACTOR** as set forth in Section 12 Paragraph A of this Exhibit B, based on **CONTRACTOR'S** year-end cost report, shall not exceed any applicable maximum unit rate established by the State Department of Mental Health and the Department of Health Services for the average costs per unit of service in the applicable Cost Reporting/Data Collection service functions.
 - C. Annual billings shall not exceed the annual values as specified in Exhibit B-1, attached hereto and by reference made a part hereof. Invoices submitted for payment that are based on Exhibit B-1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in Exhibit A.
5. **MEDI-CAL AUDIT.** **CONTRACTOR** agrees to be at risk for the Medi-Cal audit exceptions related to documentation or other responsibilities of the **CONTRACTOR**. Settlement of these audit exceptions shall occur at a future date.

EXHIBIT B

6. **MONTHLY INVOICE.** **CONTRACTOR** shall submit to the **COUNTY**-designated representative a monthly invoice, as set forth in Section 8 below, or certified claim on the **COUNTY** Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. If County finds the invoices or certified claims to be satisfactory and within the cost basis of Exhibit B-1, County shall initiate payment processing, which shall be completed within thirty (30) days of presentation.
7. **CORRECTION OF WORK.** **COUNTY** retains the right to require **CONTRACTOR** to correct unsatisfactory work or billings, or seek any other legal remedy in the event **COUNTY** fails to discover or object to unsatisfactory work or billings prior to payment.
8. **PROPER INVOICE.** **CONTRACTOR'S** invoices for reimbursement shall include the following:
 - A. Contract number assigned by **COUNTY** (see top right-hand corner of first page of this Agreement).
 - B. Signature of an authorized representative of the **CONTRACTOR**.
9. Invoices shall be delivered to the following **COUNTY** designated representative:

Santa Barbara County Alcohol, Drug, and Mental Health Services
ATTN: Accounts Payable
300 North San Antonio Road
Santa Barbara, CA 93110 –1316
10. **REPORTS.**
 - A. Monthly Financial Statement: **CONTRACTOR** agrees to submit to **COUNTY** fiscal staff for review, a monthly financial statement detailing current month's expenses pursuant to this Agreement.
 - B. Annual Medi-Cal/Net Negotiated Amount (NNA) Cost Report: All Medi-Cal and NNA payments will be settled to cost. At the end of each Medi-Cal fiscal year (period of July 1 through June 30th), the **CONTRACTOR** shall prepare a cost report in accordance with State guidelines, pertinent to this or predecessor/successor contracts. The cost report will detail all appropriate expenses or allowable costs that have actually been incurred by **CONTRACTOR** in the performance of the contract and in accordance with the Office of Management and Budget (OMB) Circular A-87. The Cost Report shall be submitted within ninety (90) days of the end of the fiscal year ending June 30. Failure to submit a timely cost report, may result in the **COUNTY** withholding all or partial payment due to **CONTRACTOR** until such cost report is received.
 - C. Audited Financial Reports: Each year of the Contract, the **CONTRACTOR** shall submit to **COUNTY** a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by **CONTRACTOR**.
 - D. Single Audit Report: **COUNTY** will notify **CONTRACTOR** of the amount of federal funding included in funding their contract to ensure that **CONTRACTOR**

EXHIBIT B

can determine if they have met the threshold for a single audit requirement. If such threshold is met and a single audit is performed, a copy of the report is due to **COUNTY** within thirty (30) days of receipt by **CONTRACTOR**.

- E. Additional Reports. **CONTRACTOR** shall, without additional compensation therefore, generate further fiscal, program evaluation and progress reports as may be reasonably required by the **COUNTY** or by the State of California Department of Mental Health concerning their activities as they affect the contract duties and purposes herein. The **COUNTY**, at the time of request, shall explain all procedures for reporting the required information.

11. BILLING PROCESS.

- A. Submission of Service Units: **CONTRACTOR** shall submit a spreadsheet of services performed on the forms and in accordance with the procedures prescribed by **COUNTY**. For services to be claimed for a given month, they must be received by the **COUNTY** no later than the 5th business day of the following month. The **COUNTY** will produce a report of eligible Medi-Cal units from this information by the 15th business day of the same month.
- B. Interim Rates: **CONTRACTOR** understands that the unit rates shown in Exhibit B-1 are interim rates subject to mid-year change due to the settlement process described in paragraph 10.A. of this Exhibit B. Further, it is understood that the unit rates shown in Exhibit B-1 are established based on the most recent available cost report or budget information, which is not necessarily used to determine the final amount due to the **CONTRACTOR**.
- C. Fiscal Year: The **COUNTY** operates on a July-through-June fiscal year. Claims for services provided in any fiscal year must be submitted for payment during the same fiscal year, with the single exception of claims submitted for June services. June services may be claimed no later than July 31, one month after the end of the **COUNTY'S** fiscal year. June claims that are submitted after July 31 shall not be honored by the **COUNTY** unless **CONTRACTOR** has obtained from the **COUNTY** prior written approval to the contrary.
- D. State Review: **CONTRACTOR** understands that the validity of such monthly billings, in terms of their compliance with federal and state regulations, is subject to the review of the State of California, and that the **COUNTY** will be making payments on said billings in advance of said review and approval by the State, and in advance of the reimbursement by the State to the **COUNTY** for sums expended thereunder. In the event any claim is disapproved by the State, **CONTRACTOR** shall take all actions necessary to obtain such approval. In the event that the **COUNTY** is not reimbursed by the State for any amount paid to **CONTRACTOR** hereunder, **CONTRACTOR** shall reimburse **COUNTY** in the amount of such overpayment within thirty (30) days, or at **COUNTY'S** sole discretion, **COUNTY** may withhold such amounts from any payments due under this Agreement or any successor Agreement. **CONTRACTOR** has the right, upon request, to review the error correction report received by the **COUNTY**.
- E. Audit Disallowance: **CONTRACTOR** understands that any records of revenues or expenditures under this Agreement are required to comply with federal or state

EXHIBIT B

regulations and may be audited by the appropriate federal, state or **COUNTY** agency. In the event of audit disallowance of any claimed cost which is subject to compliance with state or federal regulations, the **COUNTY** shall not be liable for any lost revenue resulting therefrom.

- F. Documentation: **CONTRACTOR** shall maintain full and complete documentation of all expenses associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee, receipts for supplies, applicable sub-contractor invoices, applicable overhead and indirect expenditures, and other such documentation required to substantiate overall costs of delivering the required services. All reported costs are subject to audit verification.
- G. Reconciliation: The **COUNTY** shall have the right to reconcile, on a quarterly basis, claimed Medi-Cal/NNA units of service with State-approved Medi-Cal/NNA units of service, and based on **CONTRACTOR'S** receipt and review of monthly Management Information Systems (MIS) reports, to adjust **CONTRACTOR'S** monthly payments accordingly by reducing the amounts otherwise payable to **CONTRACTOR** in subsequent months. After final payment has been made to **CONTRACTOR** under this Agreement, if such reconciliation results in funds owed to the **COUNTY**, **CONTRACTOR** shall pay such amount owed to **COUNTY** within thirty (30) days of **COUNTY'S** billing to **CONTRACTOR**.
- H. No Waiver. **COUNTY'S** failure to discover or object to any unsatisfactory work or claims prior to payment will not constitute a waiver of **COUNTY'S** right to require **CONTRACTOR** to correct such work or billings or seek any other legal remedy.

12. SETTLEMENT.

- A. Payments to Contractor: It is understood that payments to **CONTRACTOR** for Medi-Cal services are subject to a settlement process prescribed by the State of California Department of Mental Health and mandated by the California Medicaid State Plan. Under such process, **CONTRACTOR** is considered a negotiated rate legal entity by the State of California Department of Mental Health until mid fiscal year, when a new negotiated rate is established by the State for the current fiscal year. **CONTRACTOR** must refund to **COUNTY** twenty-five percent (25%) of the amount that the Agreement unit rates multiplied by the number of units claimed, exceed Medi-Cal unit costs based on actual costs, as reported in the year-end cost report. **CONTRACTOR** agrees to refund such amounts as determined in the year-end settlement process to **COUNTY**. **COUNTY** will then pay to the State those amounts received from **CONTRACTOR**.
- B. Payment of Settlement: If a post-agreement audit, conducted in accordance with generally accepted auditing standards, finds that the actual aggregate costs for services furnished pursuant to this Agreement are lower than the amounts reported by **CONTRACTOR** on the year-end cost report, or if any payments made by **COUNTY** are not reimbursable in accordance with the terms of the Short-Doyle Act or any regulations applicable to any funds administered through the Short-Doyle system, the difference shall be repaid by **CONTRACTOR** by cash payment or, at the **COUNTY'S** sole discretion, as a credit on future billings.

EXHIBIT B

To the extent that such amounts are for Medi-Cal services and subject to the settlement process described in sub-paragraph A. above, **CONTRACTOR** shall be liable for any amount owed to the State. In the event of any audit by a federal or state agency in direct relation to this Agreement, **COUNTY** agrees to provide a copy of such audit to **CONTRACTOR**.

- C. Collection of Funds: Any funds due and owing under this Agreement from **CONTRACTOR** to **COUNTY** may be collected, at **COUNTY'S** sole discretion, by cash payment due and payable within thirty (30) days or by a credit on funds due to be paid to **CONTRACTOR** under the terms of this Agreement.
- D. Retrospective Review: **CONTRACTOR** understands and accepts that in accordance with Exhibit A, **COUNTY** may provide a retrospective review of the client records. If, at that time, it is determined that medical necessity does not exist, **CONTRACTOR** agrees to refund all payments for the time period lacking medical necessity.
- E. Withhold Pending Compliance: In the event that **CONTRACTOR** fails to comply with any provision of this Agreement, **COUNTY** may withhold payment until such noncompliance has been corrected.

13. MATCH REQUIREMENTS.

In accepting funding from **COUNTY**, **CONTRACTOR** may be required to provide a match per year, based on the Provider Workbook. Such matching funds shall be separately identified for audit purposes, used to supplement and/or enhance program services as described in Exhibit A. These match funds shall be identified and reported to **COUNTY** on **CONTRACTOR'S** monthly invoice and annual year-end cost report.

COUNTY shall monitor to assure that **CONTRACTOR'S** match requirements, however executed, are coordinated in a manner that avoids duplication, ensures that **CONTRACTOR** has accounted for them, and that they are used to supplement and/or enhance the program services funded hereunder.

EXHIBIT B-1

EXHIBIT B -1 SCHEDULE OF RATES & CONTRACT MAXIMUM FY0607

CADA - Council on Alcoholism and Drug Abuse	Amount
<u>TOTAL CONTRACT MAXIMUM VALUE</u>	\$ 120,000
START Program 120,000 Carpinteria School-Based Services	
<u>FUNDING SOURCES</u>	
START Program - Carpinteria School-Based Services	\$ 120,000
Medi-Cal / EPSDT 30,000	
Healthy Families (Gross) 38,500	
AB3632 / Realignment 50,000	
Alcohol and Drug Programs - Prevention 15,000	

NEGOTIATED RATES:	<i>Mode of Service</i>	<i>Service Function Code</i>	<i>Provisional Rates set at SMA **</i>
Case Management, Brokerage	15	01 - 09	2.02
Mental Health Services	15	10 - 59	2.61
Medication Support	15	60 - 69	0.00
Crisis Intervention	15	70 -79	3.88

**** Pending receipt of actual cost information**

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

I. 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

EXHIBIT C

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

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

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

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

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

EXHIBIT C

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

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

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

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

EXHIBIT D

ORGANIZATIONAL SERVICE PROVIDER SITE CERTIFICATION

COMPLIANCE REQUIREMENTS

1. **CONTRACTOR** hereby represents and warrants the following, as applicable:
 - A. **CONTRACTOR** is currently, and for the duration of this Agreement shall remain, licensed in accordance with all local, State, and Federal licensure requirements as a provider of its kind.
 - B. The space owned, leased, or operated by the **CONTRACTOR** and used for services or staff meets all local fire codes.
 - C. The physical plant of the site owned, occupied, or leased by the **CONTRACTOR** and used for services or staff is clean, sanitary, and in good repair.
 - D. **CONTRACTOR** establishes and implements maintenance policies for the site owned, occupied, or leased by the **CONTRACTOR** and used for services or staff, to ensure the safety and well-being of beneficiaries and staff.
 - E. **CONTRACTOR** has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, and procedures for reporting unusual occurrences relating to health and safety issues.
 - F. The **CONTRACTOR** maintains client records in a manner that meets the requirements of the **COUNTY** pursuant to the latest edition of the California State Mental Health Plan, and applicable state and federal standards.
 - G. **CONTRACTOR** has staffing adequate to allow the **COUNTY** to claim federal financial participation for the services the **CONTRACTOR** delivers to beneficiaries.
 - H. **CONTRACTOR** has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
 - I. **CONTRACTOR** has, as a head of service, a licensed mental health professional or rehabilitation specialist.
 - J. For **CONTRACTORS** that provide or store medications, the **CONTRACTOR** stores and dispenses medications in compliance with all pertinent State and Federal standards, specifically:
 1. All drugs obtained by prescription are labeled in compliance with Federal and State laws. Prescription labels may be altered only by authorized personnel.
 2. Drugs intended for external use only or food stuffs are stored separately from drugs for internal use.

EXHIBIT D

3. All drugs are stored at proper temperatures. Room temperature drugs should be stored at 59 – 86 degrees Fahrenheit, and refrigerated drugs must be stored at 36 – 46 degrees Fahrenheit.
 4. Drugs are stored in a locked area with access limited only to those medical personnel authorized to prescribe, dispense, or administer medication.
 5. Drugs are not retained after the expiration date. IM (Intramuscular) multi-dose vials are to be dated and initialed when opened.
 6. A drug log is to be maintained to ensure the **CONTRACTOR** disposes of expired, contaminated, deteriorated, and abandoned drugs in a manner consistent with State and Federal laws.
 7. **CONTRACTOR'S** Policies and Procedures manual addresses the issues of dispensing, administration and storage of all medications.
2. **CERTIFICATION** - On-site certification is required every two (2) years. Additional certification reviews may be necessary if:
- A. The **CONTRACTOR** makes major staffing changes.
 - B. The **CONTRACTOR** makes organizational and/or corporate structural changes (i.e., conversion from non-profit status).
 - C. The **CONTRACTOR** adds Day Treatment or Medication Support services when medications will be administered or dispensed from **CONTRACTOR'S** site.
 - D. There are significant changes in the physical plant of the provider site (some physical plant changes could require new fire clearance).
 - E. There is a change of ownership or location.
 - F. There are complaints regarding the **CONTRACTOR**.
 - G. There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.
3. On-site certification is not required for hospital outpatient departments which are operating under the license of the hospital. Services provided by hospital outpatient departments may be provided either on the premises or offsite.

EXHIBIT BAA

HIPAA Business Associate Agreement

Council on Alcoholism and Drug Abuse

1. Use and Disclosure of Protected Health Information

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

2. Further Disclosure of PHI

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

3. Safeguarding PHI

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

- a. Encrypting EPHI that it stores and transmits;
- b. Implementing strong access controls, including physical locks, firewalls, and strong passwords;
- c. Using antivirus software that is upgraded regularly;
- d. Adopting contingency planning policies and procedures, including data backup and disaster recovery plans; and
- e. Conducting periodic security training.

4. Unauthorized Use or Disclosure of PHI

The Contractor shall report to the County any use or disclosure of the PHI not provided for by the underlying Agreement or otherwise in violation of the Privacy Rule or Security Rule. Contractor shall report to County any security incidents within 10days of becoming aware of such incidents. For purposes of this

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

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

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paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

5. Agents and Subcontractors of the Business Associate

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

6. Access to PHI

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

7. Amendments to Designated Record Sets

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

8. Documentation of Uses and Disclosures

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

9. Accounting of Disclosure

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

10. Records Available to Covered Entity and Secretary

The Contractor shall make available records related to the use, disclosure, security and privacy protection of PHI received from the County, or created or received by the Contractor on behalf of the County, to the County or to the

EXHIBIT BAA

Secretary of the United State Department of Health and Human Services for purposes of investigating or auditing the County's compliance with the HIPAA privacy and security regulations, in the time and manner designated by the County or the Secretary.

11. Destruction of PHI

a. Upon termination of the underlying Agreement for any reason, the Contractor shall:

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

This provision also shall apply to PHI in possession of subcontractors or agents of the Contractor. The Contractor, its agents or subcontractors shall retain no copies of the PHI. However, Contractor, its agents or subcontractors shall retain all protected information throughout the term of the underlying Agreement and shall continue to maintain the information required under Section 8 of this Exhibit for a period of six years after termination of the underlying Agreement.

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

12. Amendments

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

13. Mitigation of Disallowed Uses and Disclosures

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

14. Termination of Agreement

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

15. Definitions

EXHIBIT BAA

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

16. Interpretation

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