

**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 Mental Health Systems, Inc., having its principal place of business at San Diego, 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. Kimberly Bond (telephone number 8585732600) 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:

Kimberly Bond, President
Mental Health Systems, Inc.
9465 Farnham St.
San Diego, CA 92123

 - 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 **7/1/2009** and complete performance by **6/30/2010**, 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

AGREEMENT

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

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

AGREEMENT

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. 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 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

AGREEMENT

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

AGREEMENT

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

AGREEMENT

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

AGREEMENT

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 – Statement of Work
 - 1. Attachment A - SANTA BARBARA COUNTY MENTAL HEALTH PLAN, QUALITY MANAGEMENT STANDARDS
- B. EXHIBIT B - Financial Provisions
- C. EXHIBIT B-1 – Schedule of Rates and Contract Maximum
- D. EXHIBIT B-2 – Contractor Budget Packet
- E. EXHIBIT C – Standard Indemnification and Insurance Provisions
- F. EXHIBIT D – Organizational Service Provider Site Certification
- G. EXHIBIT BAA – HIPAA Business Associate Agreement
- H. EXHIBIT E – Program Goals, Outcomes and Measures

AGREEMENT

Agreement for Services of Independent Contractor between the County of Santa Barbara and Mental Health Systems, Inc..

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

COUNTY OF SANTA BARBARA

By: _____
JOSEPH CENTENO
CHAIR, BOARD OF SUPERVISORS
Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy
Date: _____

By: _____
Tax Id No 95-3302967.
Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

By _____
Deputy County Counsel
Date: _____

By _____
Deputy
Date: _____

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

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By _____
Director
Date: _____

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 09-10
 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 Erin Jeffery
 D6. Telephone (805) 681-5168

K1. Agreement Type (check one): Personal Service ρ
 Capital
 K2. Brief Summary of Agreement Description/Purpose MHSA New Heights
 K3. Original Agreement Amount 346000
 K4. Agreement Begin Date 7/1/2009
 K5. Original Agreement End Date 6/30/2010
 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 N/A
 and Agenda Item Number
 B7. Boilerplate Agreement Text Unaffected? (Yes / or cite Paragraph) ... Yes

F1. Encumbrance Transaction Code 1701
 F2. Current Year Encumbrance Amount 346000
 F3. Fund Number 0048
 F4. Department Number
 F5. Division Number (if applicable) N/A
 F6. Account Number 7460
 F7. Cost Center number (if applicable)
 F8. Payment Terms Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing) A=258737
 V2. Payee/Contractor Name Mental Health Systems, Inc.
 V3. Mailing Address 9465 Farnham St.
 V4. City State (two-letter) Zip (include +4 if known) San Diego, CA 92123
 V5. Telephone Number 8585732600
 V6. Contractor's Federal Tax ID Number (EIN or SSN) 95-3302967
 V7. Contact Person Kimberly Bond
 V8. Workers Comp Insurance Expiration Date 4/1/2010
 V9. Liability Insurance Expiration Date[s] (G=Genl; P=Prof) G 10/1/2009 P 10/15/2009
 V10. Professional License Number /N/A
 V11. Verified by (name of County staff) Erin Jeffery
 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
New Heights

1. **PROGRAM SUMMARY.** The New Heights Program (hereafter “the Program”) is designed to support the recovery and full functioning of transition-age youth (TAY), ages 16 to 24, (hereafter “clients”) based upon individual talents, strengths, personal dreams and goals. The Program model has been developed using the Transition Age Youth Subcommittee Resource Guide, as approved by the California Mental Health Directors Association in May 2005 and the Transition to Independence (TIP) System Development and Operations Manual (<http://tip/fmhi.usf.edu>). The Program assists clients transition into adult mental health services with minimal disruption in services. The Program also serves the needs of young adults who require services as a result of the recent emergence or identification of symptoms of mental illness. Regardless of if client needs are chronic or acute in nature, the Program will provide the appropriate level and type of service necessary to help clients achieve a high level of satisfaction with their lives and in their relationship with others, function effectively in all life domains and to be able to respond to the challenges associated with the young adult phase of development. The Program shall utilize a “whatever it takes” approach in order to assist clients successfully transition into adulthood with tools necessary for ongoing wellness and recovery. The Program operates multi-disciplinary teams following the TIP model for serving the target population of TAY clients. Teams shall be comprised of County and Contractor staff located at the Alcohol, Drug and Mental Health Services (ADMHS) Children’s clinics in Lompoc and Santa Maria to provide clients with an array of recovery-focused services including mental health services, employment and education support and referrals, linkage to other service providers and community resources and socialization support. The Program shall serve the Lompoc and Santa Maria areas and shall be headquartered at 117 North B Street, Lompoc and 500 West Foster Road, Santa Maria, California.

2. **PROGRAM GOALS.**
 - A. Help young adults who are severely mentally ill develop skills and competencies in order to graduate to a greater degree of independence in adulthood.
 - B. Assist clients with supportive housing, employment and education;
 - C. Reduce hospitalizations and crisis;
 - D. Reduce incarceration;
 - E. Enhance the client’s ability to remain in the community of their choice.

3. **SERVICES.** Contractor shall provide the following services:
 - A. Outreach and engagement. Contractor shall actively outreach and engage clients who may have discontinued or aged out of children’s mental health services at the age of 18; engage clients who might be experiencing a first time psychiatric episode; outreach and engage clients residing in underserved

Exhibit A –
Statement of Work
New Heights

geographic areas; and outreach and engage clients of underserved cultural populations and ethnic groups.

- B. Supported housing, supported employment and supported education services;
- C. Bio-Psychosocial Assessment. Contractor shall perform a bio-psychosocial assessment on all clients in order to identify strengths and needs in a variety of life domains.
- D. Contractor shall provide the following mental health services, as defined in California Code of Regulations (CCR), Title 9, which may include the following:
 - 1. **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.
 - 2. **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.
 - 3. **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. 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.
 - 4. **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. 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

Exhibit A –
Statement of Work
New Heights

crisis stabilization contact, site and staffing requirements as defined in Sections 1810.338 and 1840.348 (CCR).

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. Therapy may be delivered to an individual and may include family at which the client is present.

 6. **Medication Support Services.** Medication support services are those services that include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. Service activities may 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 beneficiary.
4. **SERVICE INTENSITY.** Services shall be provided in accordance with the client's Treatment Plan. County shall authorize services on a case by case basis for an average of six to nine (6 - 9) months upon client's admission into the Program.

 5. **TREATMENT LOCATIONS.** The primary service location shall be in the client's home and the community. Services may be provided at the ADMHS Children's clinics in Lompoc and Santa Maria.

 6. **CLIENTS/PROGRAM CAPACITY.**
 - A. Clients shall be young adults, ages 16 to 24, with a diagnosis of serious emotional disturbance (SED) or serious mental illness (SMI) and their families; or Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, Chapter 11, CCR and their families. Clients of the Program may have a co-occurring substance abuse disorder.

 - B. Contractor shall provide the services described in Section 3 to a minimum of 120 unduplicated clients throughout the term of this contract. Each team shall serve an average caseload of 45 clients.

 7. **STAFF CASELOAD RATIO.** The Program shall operate with a staff to client ratio that does not exceed 1 to 15 (15 clients per one (1.0) FTE staff member).

 8. **COMMUNICATION.** Contractor shall participate in weekly meetings which shall include the Program Manager, Case Managers, Youth Development Specialist (YDS), and ADMHS Practitioner. These staff shall constitute the TAY Treatment Team.

Exhibit A –
Statement of Work
New Heights

9. **ADMISSION CRITERIA.** Clients shall:
- A. Be individuals ages 16 through 24 years;
 - B. Meet Medi-Cal medical necessity criteria for specialty mental health services as described in Title 9, Chapter 11, CCR and/or have a diagnosis of SED or SMI;
 - C. Have significant difficulty in functioning in basic/core life domains, such as employment and career, community life functioning, educational opportunities and living situations, as determined by a client assessment.
10. **REFERRALS.** Contractor shall admit clients who have a case file (episode) open to the ADMHS Children’s clinic and are referred by the ADMHS Children’s Clinic.
11. **DISCHARGE PLAN.** The ADMHS Treatment team shall work in concert with Program staff to develop a written discharge plan that is responsive to the client’s needs and personal goals.
12. **DISCHARGE CRITERIA.** The appropriateness for client discharge shall be determined on a case by case basis. Criteria for discharge include:
- A. Treatment goals have been sufficiently met;
 - B. The determination that the treatment goals have not been met as determined by the ADMHS Treatment Team. The client and family shall be provided with referrals to more appropriate treatment;
 - C. The determination that significant progress has been made, even if not all goals have been met, such that the client and family no longer require the intensive level of services provided by the Program;
 - D. The client’s request to terminate services;
 - E. Client and family relocating from the Program’s service area.
13. **STAFFING REQUIREMENTS.** The Program shall include a combination of Contractor and County staff. With these combined resources, the Program will have a total of 7.0 full time equivalent (FTE) staff. Contractor, in partnership with County, shall provide the staff for the Program which shall consist of a Program Manager, Case Manager and Youth Development Specialist (YDS). County shall provide the TAY Team’s ADMHS Practitioners (referred to as Transition Facilitator) who shall be licensed/waivered/registered mental health professionals as described in Title 9, CCR and other team members as necessary to support the client’s Treatment Plan. Contractor shall provide 5.0 FTE direct service staff as follows:
- A. One (1.0) FTE Program Manager who shall be a licensed/waivered/registered mental health professional as described in Title 9, CCR.

Exhibit A –
Statement of Work
New Heights

- B. 2.0 FTE TAY Case Managers who shall be Qualified Mental Health Workers (QMHW). QMHWs are individuals who have a Bachelor's, Master's or Doctoral degree in a field related to mental health, including child development, child psychology, counseling and guidance, counseling psychology, early childhood education, human services, social psychology, social science, social welfare, social work, sociology, or another discipline determined by the ADMHS Director. QMHWs must have one of the following combinations of education and experience: i) Bachelor's degree and the equivalent of four (4) years full-time experience in a mental health setting in the areas of psycho-social functioning, social adjustment, and/or vocational adjustment, ii) Master's degree and the equivalent of two (2) years of such experience, or iii) Doctoral degree. One (1.0) FTE Case Manager shall be assigned to the Program's Team and shall work collaboratively with County staff at the ADMHS Children's Clinics located in Lompoc and Santa Maria;
- C. 2.0 FTE Youth Development Specialists (YDS) who shall be QMHWs as described above above. One (1.0) FTE YDS shall be assigned to the Program's Team and shall work collaboratively with County staff at the ADMHS Children's Clinics located in Lompoc and Santa Maria;
- D. Contractor shall obtain County approval prior to altering any of the staffing disciplines/specialties or number of staff and shall have a collaborative role in hiring of assigned staff.
- E. Forty percent (40%) of staff hired to work in Program shall be bilingual and bicultural.
- F. **Training.**
 - 1. Staff shall be trained and skilled at working with persons with serious mental illness (SMI) or serious emotional disturbance (SED), shall adhere to professionally recognized best practices for rehabilitation assessment, service planning, and service delivery, and shall become proficient in the principles and practices of Integrated Dual Disorders Treatment.
 - 2. Within 30 days of the date of hire, Contractor shall provide training relevant to working with high risk mental health clients.
 - 3. 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.
- G. Staff hired to work directly with clients shall have competence and experience in working with high risk mental health clients.

Exhibit A –
Statement of Work
New Heights

- H. Contractor shall conduct a check of all clinical and support staff against CMS Exclusions 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. County shall review Contractor's staff and only staff approved by County shall provide services under this contract.
 - I. 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.
 - J. 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.
 - K. 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.
 - L. 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.
 - M. 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.
14. **DOCUMENTATION REQUIREMENTS.** Contractor shall have shared access to ADMHS' client file, and shall access the file for each client referred and treated. The following shall be completed for each client:
- A. Treatment Plan. The Team shall develop the Treatment Plan, which shall determine Contractor's involvement in the client's treatment. Contractor shall follow the requirements of the Treatment Plan. The Treatment Plan shall provide overall direction for the collaborative work of the client, the Program and the ADMHS Treatment Team, as applicable. The Treatment Plan shall include:
 - 1. Client's recovery goals or recovery vision, which guides the service delivery process;

Exhibit A –
Statement of Work
New Heights

2. Objectives describing the skills and behaviors that the client will be able to learn as a result of the Program's behavioral interventions;
3. Interventions planned to help the client reach their goals.

B. Billing Documentation.

1. 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. For all programs, 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. Progress notes, as described in Attachment A, Section 3, Progress Notes and Billing Records, will include, at minimum:
 - a. The exact total number of minutes of service provided which shall be calculated by using the exact start and stop time;
 - b. The goal from the rehabilitation plan that was addressed in the encounter;
 - c. The intervention that was provided by the staff member;
 - d. The response to that intervention by the client;
 - e. The plan for the next encounter with the client, and other significant observations.
2. County shall host training sessions regarding documentation requirements under Medi-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

15. 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

Exhibit A –
Statement of Work
New Heights

hereunder. A copy of such documentation shall be provided, in duplicate, to ADMHS Contracts Division.

- A. Contractor shall ensure that all 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.
- B. 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.

16. 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.
- 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.
- D. **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

Exhibit A –
Statement of Work
New Heights

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.

E. 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. .

F. 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.

17. PERFORMANCE. Contractor shall adhere to the County's ADMHS Model of Care¹, ADMHS Code of Conduct, ADMHS requirements, all relevant provisions of the 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.

18. 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.

19. 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.

20. 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.

¹ [ADMHS Model of Care](#)

Exhibit A –
Statement of Work
New Heights

21. 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), Section 13 of this Agreement and Exhibit BAA, HIPAA Business Associate Agreement. Patient records must comply with all appropriate State and Federal requirements.

22. 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, or provide individuals who are able to communicate in the client preferred language;
- 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.

23. 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 Liaison in the event a Client with a case file (episode) open to the County presents any of the following Client

Exhibit A –
Statement of Work
New Heights

indices: suicidal risk factors, homicidal risk factors, assaultive risk factors, side effects requiring medical attention or observation, behavioral symptoms presenting possible health problems, or any behavioral symptom that may compromise the appropriateness of the placement.

- C. Contractor shall 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.

24. 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, 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.

25. 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.

26. POLICIES AND PROCEDURES. Contractor shall maintain written policies and procedures to set expectations for Contractor staff and establish consistency of effort and shall provide a copy to County upon request. The written policies and procedures should be consistent with all applicable State, Federal and County requirements 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. Admission and discharge (e.g. admission criteria and process; discharge criteria, process and documentation).

Exhibit A –
Statement of Work
New Heights

- E. Personnel (e.g. required staff, staffing ratios, qualifications, orientation and training).
- F. Hours of operation and coverage, service intensity, staff communication and planning emphasizing a team approach, and staff supervision.
- G. Assessment and treatment processes and documentation (e.g. comprehensive assessment, treatment planning, progress notes).
- H. Treatment, rehabilitation and support services.
- I. Client medical record maintenance.
- J. Program evaluation and performance (quality assurance).
- K. 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.

27. ADDITIONAL PROGRAM REQUIREMENTS.

A. Contractor shall adhere to the following principals:

- 1. Cultural Competence. Adopting behaviors, attitudes and policies that enable providers to work effectively in cross-cultural situations.
- 2. 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.
- 3. Community Collaboration. Individuals, families, agencies, and businesses work together for a shared vision.
- 4. Integrated Service Experiences. Services for clients and families are “seamless,” limiting the need for negotiating with multiple agencies and funding sources.
- 5. 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.

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

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

Exhibit A –
Statement of Work
New Heights

D. 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.

E. Contractor shall use the County MIS system to track the following:

1. Number of clients served;
2. Number of unduplicated clients served;
3. Client age;
4. Client zip code;
5. Number of types of services, groups, or other services provided.

F. In addition to the information entered into the County MIS system, Contractor shall track the following:

1. Number of clients served in which language (English/Spanish/Other);
2. Number of groups offered in which language (English/Spanish/Other).

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.

ATTACHMENT A

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.

ATTACHMENT A

- 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

ATTACHMENT A

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

ATTACHMENT A

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 children's mental health services up to a Maximum Contract Amount. For Title XIX Early Periodic Screening Diagnosis and Treatment Medi-Cal (EPSDT), Title XXI Healthy Families, 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 children's 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 (EPSDT) and local funds, as specified in Exhibit B-1.
- C. Healthy Families. The services provided by Contractor's Program described in Exhibit A may be covered by the Healthy Families Program and, as such, will be reimbursed by County from Federal Financial Participation (FFP) and local share, only to the extent specified in Exhibit B-1 and only when Contractor has obtained prior authorization from ADMHS to provide services to any Health Families participant. 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. 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 Medi-Cal, or may be provided to individuals who are not Medi-Cal eligible, and such services may be reimbursed by other County, State, and Federal funds only to the extent specified in Exhibit B-1. 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.
- E. 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

EXHIBIT B

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 \$346000. 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, attached to this Agreement as Exhibit B-2, 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

EXHIBIT B

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 EPSDT Medi-Cal 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

EXHIBIT B

(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.

EXHIBIT B

- 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 (90th) day after the close of the Fiscal Year or the expiration or termination date of this Agreement shall result in:
1. A Late Penalty of ONE HUNDRED DOLLARS (\$100) for each day that the accurate and complete Annual Cost Report(s) is (are) not submitted. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report. The Late Penalty shall commence on the ninety-first (91st) day following either the end of the applicable Fiscal Year or the expiration or termination date of this Agreement. County shall deduct the Late Penalty assessed against Contractor from the final month's payment due under the Agreement.
 2. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred fiftieth (150th) 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

EXHIBIT B

(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.

EXHIBIT B

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

EXHIBIT B-1

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

CONTRACTOR NAME: Mental Health Systems, Inc. **FISCAL YEAR:** 2009-2010

	PROGRAM			TOTAL
	New Heights			
DESCRIPTION/MODE/SERVICE FUNCTION:	NUMBER OF UNITS PROJECTED (based on history):			
Outpatient - Placement/Brokerage (15/01-09)	3,426			3,426
Outpatient Mental Health Services (15/10-59)	129,916			129,916
Outpatient Crisis Intervention (15/70-79)				-
SERVICE TYPE: M/C, NON M/C	M/C			
UNIT REIMBURSEMENT	minute	minute	minute	
COST PER UNIT/PROVISIONAL RATE:				
Outpatient - Placement/Brokerage (15/01-09)			\$2.02	
Outpatient Mental Health Services (15/10-59)			\$2.61	
Outpatient Crisis Intervention (15/70-79)			\$3.88	

GROSS COST:	\$ 346,000			\$346,000
--------------------	------------	--	--	-----------

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):				\$0
	TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ -	\$0

MAXIMUM CONTRACT AMOUNT:	\$ 346,000	\$ -	\$ -	\$ 346,000
---------------------------------	------------	------	------	------------

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT

A	MEDI-CAL/FFP	\$ 51,900	\$ -	\$ -	\$ 51,900
B	OTHER FEDERAL FUNDS				\$ -
C	REALIGNMENT/VLF FUNDS				\$ -
D	STATE GENERAL FUNDS				\$ -
E	COUNTY FUNDS		\$ -	\$ -	\$ -
F	HEALTHY FAMILIES**				\$ -
G	TITLE 4E				\$ -
H	AB 3632*				\$ -
I	EPSDT	\$ 46,710	\$ -	\$ -	\$ 46,710
J	FIRST 5 GRANT				\$ -
K	MHSA	\$ 242,200			\$ 242,200
L	MHSA MEDI-CAL MATCH	\$ 5,190			\$ 5,190
	TOTAL (SOURCES OF FUNDING)	\$ 346,000	\$ -	\$ -	\$ 346,000

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

* Medi-Cal services may be offset by AB 3632 qualifying services (funding).

** Medi-Cal services may be offset by Healthy Families qualifying services (funding) with prior ADMHS approval.

EXHIBIT B-2

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

AGENCY NAME: Mental Health Systems, Inc.
 COUNTY FISCAL YEAR: FY 2009-2010 July 1, 2009 to June 30, 2010
(round amounts the nearest dollar)

Gray Shaded cells contain formulas, do not overwrite

LINE #	COLUMN #	1	2	3	4
		I. REVENUE SOURCES:	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	New Heights
11		ADMHS Funding (MHSA)	\$ 346,000	\$ 346,000	\$ 346,000
13		Medi-Cal Funding	\$ -	\$ -	\$ -
16		Total Other Revenue (Sum of lines 1 through 17)	\$ 346,000	\$ 346,000	\$ 346,000
		I.B. Client and Third Party Revenues:			
19		Medicare		-	
20		Client Fees		-	
21		Insurance		-	
22		SSI		-	
23		Other (specify)		-	
24		Total Client and Third Party Revenues (Sum of lines 19 through 23)		-	
25		GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 24)	346,000	346,000	346,000
		II. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	New Heights
26		Salaries (Complete Staffing Schedule)	211,330	\$ 211,330	\$ 211,330
27		Employee Benefits	48,608	\$ 48,608	\$ 48,608
28		Consultants	-	\$ -	\$ -
29		Payroll Taxes (Insurance - WC/UI/Life)	10,567	\$ 10,567	\$ 10,567
30		Personnel Costs Total (Sum of lines 26 through 29)	\$ 270,503	\$ 270,503	\$ 270,503
31		Professional Fees	200	\$ 200	\$ 200
32		Supplies	4,000	\$ 4,000	\$ 4,000
33		Telephone	2,000	\$ 2,000	\$ 2,000
34		In-County Travel	3,500	\$ 3,500	\$ 3,500
35		Out-of-County Travel	3,500	\$ 3,500	\$ 3,500
36		Printing/Publications	2,000	\$ 2,000	\$ 2,000
37		Client Transportation	1,000	\$ 1,000	\$ 1,000
38		Insurance	2,422	\$ 2,422	\$ 2,422
39		Other: RT/OT Supplies (Flex Fund)	11,897	\$ 11,897	\$ 11,897
40		Dues and Subscriptions	200	\$ 200	\$ 200
41		Staff Development & Training	2,374	\$ 2,374	\$ 2,374
42		Bank Fees	50	\$ 50	\$ 50
43		Other: Licenses and Fees	200	\$ 200	\$ 200
44		Other Business Services	1,000	\$ 1,000	\$ 1,000
45		SUBTOTAL DIRECT COSTS	\$ 304,848	\$ 304,848	\$ 304,848
		III. INDIRECT COSTS			
47		Administrative Indirect Costs	41,154	\$ 41,154	\$ 41,154
48		GROSS DIRECT AND INDIRECT COSTS (Sum of lines 45+ 47)	\$ 346,000	\$ 346,000	\$ 346,000

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

EXHIBIT C

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

EXHIBIT C

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.

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

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”)² 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” (“EPHI”)³

2. Requirement to Train Own Employees

The Contractor has a responsibility to provide effective training for all members of its workforce (including its own employees, management, staff, volunteers and independent contractors) who will or who are likely to have any access to or exposure to PHI or EPHI. Members of the Contractor’s workforce who use, disclose, handle, view, process, distribute, access, audit, create, receive or have any exposure to PHI or EPHI must receive training on both the HIPAA Privacy Rule and the HIPAA Security Rule. Privacy Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.530 (b). Security Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.308 (a)(5).

3. 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.

4. 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.

5. Unauthorized Use or Disclosure of PHI

² “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.

³ “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, Exhibit E HIPAA Business Associate Agreement

Exhibit BAA
HIPAA Business Associate Agreement

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 10 days of becoming aware of such incidents. For purposes of this 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. Accounting of Disclosures

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.

11. 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 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.

12. Destruction of PHI

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

Exhibit BAA
HIPAA Business Associate Agreement

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 9 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.

13. 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.

14. 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.

15. 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.

16. Definitions

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

17. Interpretation

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

EXHIBIT E
PROGRAM GOALS, OUTCOMES AND MEASURES

Outcomes – New Heights		
Program Goals	Outcomes	Measure/Data Elements
❖ Provide a welcoming, supportive and recovery-based drop-in center for youth in Lompoc	<u>Individuals:</u> ✓ Enroll previously un-served and/or under-served populations (e.g., ethnic groups, gender groups, geographic regions) in services. ✓ Involvement of TAY in leadership and mentoring roles at the Center and in the community	<u>Individuals:</u> ➤ Number of un-served and under-served clients enrolled; communities served ➤ Number of youth served at center; types of services provided ➤ Number of youth in leadership and mentoring roles
	<u>System of Care:</u> ✓ Increased number of TAY client and family members hired in system ✓ Increased number of bilingual/bicultural staff in system ✓ Increase service provision by consumers and family members	<u>System of Care:</u> ➤ Number of TAY peer and family staff ➤ Number of bilingual/bicultural staff ➤ Number of peer mentoring and TAY client-provided services ➤ Establishment of a Peer & Family Advisory Council
❖ Support youth in their mental health recovery process	✓ Engagement in and/or maintenance of mental health treatment activities ✓ Reduced number of days in juvenile hall/jail/bookings ✓ Reduced number of acute care episodes and reduced number of hospitalization days per episode	➤ Participation in recovery-based activities (e.g., clinical services, support groups, AA, NA) ➤ Number of jail days and/or bookings ➤ number of hospitalizations and length of stay
❖ Assist youth with developing the skills necessary to lead health and productive lives	✓ Increased number of days in stable/permanent housing ✓ Increased skill and success in vocational and educational activities ✓ Increased social support network	➤ Number of days in stable/permanent housing ➤ Number engaged in educational activities, employment/employment seeking; volunteer activities ➤ Participation in healthy social activities and relationships at least one time per week