

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 Child Abuse Listening & Mediation, Inc. with an address at 1236 Chapala St., Santa Barbara, CA (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

WHEREAS, County executed effective 7/1/2013 Purchase Agreement CN15563 with Contractor in the amount of \$100,000 for the period of July 1, 2013 through June 30, 2014. During the term of that Purchase Agreement, County anticipates that Contractor will provide, at the request of County, a greater number of services than originally contemplated by the Purchase Agreement, and will incur total expenses beyond the value of the Purchase Agreement and in excess of \$100,000. This Agreement, which provides additional funding in the amount of \$32,328 in addition to the \$100,000 provided by that Purchase Agreement, is made to cancel, nullify, and supersede Purchase Agreement CN15563, and provides a total of \$132,328 for Fiscal Year 2013-2014.

WHEREAS, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

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

1. **DESIGNATED REPRESENTATIVE**

Deputy Director – Clinical Operations at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Cecilia Rodriguez at phone number 8059652376 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

| | |
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| To County: | Director Santa Barbara County Alcohol, Drug, and Mental Health Services 300 N. San Antonio Rd, Bldg. 3 Santa Barbara, CA 93110 Fax: 805-681-5222 |
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To Contractor: Cecilia Rodriguez, Executive Director
Child Abuse Listening & Mediation, Inc.
1236 Chapala St.
Santa Barbara, CA 93101
Fax: 8059636707

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

Contractor agrees to provide services to County in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

Contractor shall commence performance on 7/1/2013 and end performance upon completion, but no later than 6/30/2014 unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF Contractor

In full consideration for Contractor's services, Contractor shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by County and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT Contractor

It is mutually understood and agreed that Contractor (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions hereof. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

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7. STANDARD OF PERFORMANCE

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which Contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

8. DEBARMENT AND SUSPENSION

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

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

10. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County. Contractor shall be the legal owner and Custodian of Records for all County client files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions

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Code (WIC) §5328; 42 United States Code (U.S.C.) §290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. Contractor further agrees to provide County with copies of all County client file documents resulting from this Agreement without requiring any further written release of information. Within HIPAA guidelines, County shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

Unless otherwise specified in Exhibit A, Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

Contractor shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use County's name or logo in any manner that would give the appearance that the County is endorsing Contractor, except to acknowledge funding from County as specified in Section 13, Communication. Contractor shall not in any way contract on behalf of or in the name of County. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

13. COMMUNICATION.

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

14. COUNTY PROPERTY AND INFORMATION

All of County's property, documents, and information provided for Contractor's use in connection with the services shall remain County's property, and Contractor shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. Contractor may use such items only in connection with providing the services. Contractor shall not disseminate any County property, documents, or information without County's prior written consent.

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15. RECORDS, AUDIT, AND REVIEW

Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain all records until such time that the State Department of Health Care Services completes all actions associated with the final audit, including appeals, for the fiscal year(s) covered by this Agreement, or not less than four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Contractor shall participate in any audits and reviews, whether by County or the State, at no charge to County.

If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification.

16. INDEMNIFICATION AND INSURANCE

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

17. NONDISCRIMINATION

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

18. NONEXCLUSIVE AGREEMENT

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

19. NON-ASSIGNMENT

Contractor shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of County and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

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20. TERMINATION

- A. By County. County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.
1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.**
 - a. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.
 - b. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement as provided in Section 17. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
 - c. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.
 3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.

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- B. By Contractor. Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
- C. Upon termination, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

21. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

22. SEVERABILITY

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

23. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

24. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

25. NO WAIVER OF DEFAULT

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

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26. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests 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.

27. SUCCESSORS AND ASSIGNS

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

28. COMPLIANCE WITH LAW

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

29. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

30. EXECUTION OF COUNTERPARTS

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

31. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any

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state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

32. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

33. PRECEDENCE

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

34. COMPLIANCE WITH HIPAA.

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

35. COURT APPEARANCES.

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

36. PRIOR AGREEMENTS.

Upon execution, this Agreement supersedes all prior agreements between County and Contractor related to the scope of work contained in this Agreement.

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THIS AGREEMENT INCLUDES:

- A. EXHIBIT A – Statement of Work
- B. EXHIBIT B – Financial Provisions
- C. EXHIBIT B-1 – Schedule of Rates and Contract Maximum
- D. EXHIBIT B-2 – Contractor Budget
- E. EXHIBIT B-3 – Sliding Fee Scale
- F. EXHIBIT C – Standard Indemnification and Insurance Provisions
- G. EXHIBIT E – Program Goals, Outcomes and Measures

AGREEMENT

Agreement for Services of Independent Contractor between the County of Santa Barbara and Child Abuse Listening & Mediation, Inc..

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

COUNTY OF SANTA BARBARA

By: _____
STEVE LAVAGNINO
CHAIR
BOARD OF SUPERVISORS
Date: _____

CONTRACTOR
CHILD ABUSE LISTENING & MEDIATION,
INC.

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy
Date: _____

By: _____
Tax Id No .

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

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

By _____
Deputy County Counsel

By _____
Deputy

APPROVED AS TO FORM :
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
TAKASHI WADA, MD, MPH
INTERIM DIRECTOR

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By _____
Director

By: _____

Exhibit A Statement of Work

1. **PROGRAM SUMMARY.** The Children Affected by Methamphetamine (CAM) program (hereafter, “the Program”) provides assessment, evaluation, and group therapy to children of the CAM collaborative. Parenting classes will also be provided to adult clients of CAM, as needed. The Program shall serve the Santa Maria and Lompoc areas and shall be headquartered at 1236 Chapala Street, Santa Barbara, California.
2. **PROGRAM GOALS.**
 - A. Improve access and engagement in services for children with intensive supervision for families affected by methamphetamine and other drugs.
 - B. Provide comprehensive, culturally competent, and trauma-sensitive system of services for children and their families in treatment.
 - C. Reduce substance use and related problems of parents and caregivers.
 - D. Strengthen the confidence and competence as parents/caregivers.
 - E. Improve physical, developmental and mental health of minor children of clients.
3. **DEFINITIONS.**
 - A. **Substance Abuse Mental Health Services Administration (SAMHSA):** SAMHSA is a division of the U.S. Department of Health and Human Services. SAMHSA aims to build resilience and facilitate recovery for people with or at risk for mental or substance use disorders. SAMHSA provides funding to support substance abuse treatment.
 - B. **SAMHSA Children Affected by Methamphetamine (CAM):** The CAM grant will expand the services of the Family Treatment Drug Court (FTDC) in North Santa Barbara County. The program’s primary purpose is to design, organize and implement a system of interventions for parents and caregivers with methamphetamine use and/or abuse problems who are involved with Child Welfare Services and provide therapeutic services to their children. CAM focuses on evidence-based mental health and supportive services for children and their caregivers, transitional living services for pregnant women and their minor children in lieu of foster placement, and reunification of children with their families.
4. **SERVICES.**
 - A. Contractor shall provide an average of two group therapy sessions per week per region for children of the CAM Collaborative in Santa Maria and Lompoc. The minimum estimated time requirement for children’s group therapy is four hours per week in Santa Maria and four hours per week in Lompoc.
 - B. Contractor shall designate a staff to administer data collection and assessment tools, including the North Carolina Family Assessment Scale, Child Behavior Checklist/Youth Self-Report, Trauma Symptom Checklist for Children, and the Ages and Stages Questionnaire (ASQ), as required by SAMHSA. The minimum estimated time requirement for data collection and assessment is an average of approximately 12 hours per week.

Exhibit A Statement of Work

- C. Contractor shall provide one Nurturing Parenting group a week for Santa Maria and Lompoc CAM clients in the outpatient program, estimated at a minimum of four hours per week.
 - D. Contractor may be required to provide individual therapy as part of the milieu of services, as coordinated with the FTDC team. The same therapist shall not provide service to a child and the child's parent.
 - E. Contractor shall provide family group therapy as needed.
 - F. Contractor shall provide client incentives to motivate and encourage consistent participation and progress.
 - G. Contractor shall refer those clients who are not eligible for Contractor's services to appropriate mental health services through Contractor's collaboration with ADMHS Children's System of Care.
 - H. Contractor shall attend monthly CAM Oversight Committee meetings.
 - I. Contractor shall provide CAM data collection as required by SAMHSA.
5. **CLIENTS.** Contractor shall provide services as described in Section 4 to 50 children under age 18 per year, and their families.
6. **STAFF.**
- A. Contractor shall provide 1.5 FTE Child/Family Specialist to provide services to CAM clients in Santa Maria and Lompoc, as described in Exhibit A, Section 4. The Child/Family Specialist shall meet the qualifications of a Qualified Mental Health Worker (QMHW). QMHWs are individuals who hold a college 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 Mental Health Plan Director or designee to have mental health application:
 - 1. Staff with an Associate's degree must have the equivalent of two years full-time experience in a mental health setting in the areas of psycho-social functioning, social adjustment, and/or vocational adjustment;
 - 2. Staff with a Bachelor's degree must have the equivalent of one year such fulltime experience;
 - 3. No experience is required for staff with a Master's or Doctoral degree.
 - B. **TRAINING.** Contractor shall provide training to each Program staff member, within thirty (30) days of the date of hire regarding applicable programs, including the County Management Information System (MIS), Drug Medi-Cal, and Drug Court.
 - C. Staff hired to work directly with clients shall have competence and experience in working with clients with substance use disorders and co-occurring disorders, as required by Federal and State laws and regulation.

Exhibit A
Statement of Work

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

7. REFERRALS.

- A. Contractor shall receive referrals from the FTDC team. Referrals shall be accompanied by written documentation.
- B. If services are mandated by the Family Treatment Drug Court, client will contact Contractor within 24 hours of referral (except weekends or holidays). Contractor shall contact the referral source within 72 hours with a verification of enrollment.

8. ADMISSION PROCESS.

- A. Contractor shall interview client to determine client's appropriateness for the Program.
- B. Admission criteria will be determined by the referral source and/or eligibility for a funding stream.
- C. Contractor shall admit clients referred by sources described in Section 7A unless the client meets one or more conditions specified in Section 9, or if space is not available in the Program.
- D. **Admission Packet.** At Contractor's intake meeting with client, Contractor shall complete an admission packet with the following information:
 - 1. Consent to Treatment form, Program rules and guidelines, signed by client;
 - 2. Release of information form, signed by client;

Exhibit A Statement of Work

3. Financial assessment and contract for fees;
4. Personal/ demographic information of client, as described in State of California Standards for Drug Treatment Programs, including:
 1. Social, economic and family background;
 2. Education;
 3. Vocational achievements;
 4. Criminal history, legal status;
 5. Medical history;
 6. Drug history;
 7. Previous treatment.
5. Emergency contact information for client;
6. Additional admission materials as required by SAMHSA.
- E. Contractor shall notify referring party if client is not accepted into the Program, based on Section 9, within one business day of receiving the initial referral.
- F. Contractor shall complete and send a Verification of Enrollment form to the referring party upon acceptance of client into Program, no later than 72 hours after admission.
9. **EXCLUSION CRITERIA.** On a case-by-case basis, the following may be cause for client exclusion from the program:
 - A. Client threat of or actual violence toward staff or other clients;
 - B. Rude or disruptive behavior that cannot be redirected.
10. **DOCUMENTATION REQUIREMENTS.**
 - A. Contractor shall report service data to County as required by SAMHSA.
 - B. No later than 30 days after client entry into Program, Contractor shall complete a Case Plan. The Case Plan shall document information on services needed by client, and shall be maintained in the client's file.
11. **DISCHARGES.**
 - A. Contractor shall develop a Discharge Plan for clients prior to discharge, in coordination with the referring party and client, as detailed in the California Standards for Drug Treatment Programs. The Discharge Plan shall include:
 1. Recommendations for post-discharge;

Exhibit A
Statement of Work

2. Linkages to other services, if appropriate;
 3. Reason for discharge;
 4. Clinical discharge summary.
- B. Contractor shall give client one copy of the Discharge Plan, and place one copy in the client's file.

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

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

13. REPORTS.

- A. **Treatment Programs.** In accepting funds for treatment services, Contractor agrees to submit the following by the 10th of the month following the date of service:
1. Monthly Treatment Services Report on forms supplied by County.
 2. Electronic Drug & Alcohol Treatment Access Report (DATAR) for each treatment site, per 45 CFR Section 96.126.
- B. **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 provided by position, caseload by position, and shall include the employees' names, licensure status, bilingual capabilities, budgeted monthly salary, actual salary, and hire and/or termination date. The reports shall be received by County no later than 25 calendar days following the end of the month being reported.
- C. **Programmatic.** Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than 25 calendar days following the end of the quarter being reported. Contractor shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, units of service provided, number of face to face contacts, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes. Contractor shall state whether it is or is not

Exhibit A Statement of Work

progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps will be taken to achieve satisfactory progress. Programmatic reports shall include:

1. The number of active cases and number of clients admitted/ discharged.
2. The Program Goals, Outcomes and Measures described in Exhibit E.
3. For Perinatal programs, the report shall include the number of women and children served, number of pregnant women served, and the number of births.

D. **Additional Reports.** Contractor shall maintain records and make statistical reports as required by County and the State Department of Health Care Services (DHCS), State Department of Public Health (DPH) or State Department of Social Services (DSS), as applicable, on forms provided by or acceptable to, the requesting agency. Upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.

14. **PERFORMANCE.** Contractor shall adhere to all County requirements, all relevant provisions of the California Code of Regulations Title 9, Division 4 and all relevant provisions of applicable law that are now in force or which may hereafter be in force. Contractor shall abide by all applicable State Program Certification standards and regulations, and by the alcohol and drug treatment standards, policies, and procedures set forth by Santa Barbara County in the Provider Reference Manual incorporated herein by reference, where applicable.

15. STANDARDS

- A. Contractor shall make its service protocols and outcome measures data available to County and to Drug Medi-Cal site certification reviewers, as applicable.
- B. Contractor shall develop and maintain a written disaster plan for the Program site and shall provide annual disaster training to staff.

16. **CONFIDENTIALITY.** Contractor agrees to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; 45 CFR Section 96.132(e), 45 CFR Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; California Welfare & Institutions Code (W&IC) Section 14100.2; California Health and Safety Code (HSC) Sections 11812 and 11845.5; and California Civil Code Sections 56 – 56.37, and 1798.80 – 1798.86. Patient records must comply with all appropriate State and Federal requirements. Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes and regulations.

Exhibit A
Statement of Work

17. 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.

18. CULTURAL COMPETENCE.

- A. Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:
 - 1. The number of Bilingual and Bicultural staff (as part of the monthly staffing report), and the number of culturally diverse clients receiving Program services;
 - 2. Efforts aimed at providing culturally competent services such as training provided to staff, changes or adaptations to service protocol, community education/outreach, etc.;
- B. Contractor shall fill Program service staff positions with staff that reflects the ethnic makeup of North Santa Barbara County. At all times, the Contractor shall be staffed with personnel who are Bilingual (Spanish) and able to communicate in the client preferred language;
- C. Contractor shall maintain Bilingual Spanish capacity and provide staff with regular training on cultural competence, sensitivity and the cultures within the community;

19. NOTIFICATION REQUIREMENTS

- A. Contractor shall immediately notify County Designated Representative in the event of any suspected or actual misappropriation of funds under Contractor's control; known serious complaints against licensed/certified staff; restrictions in practice or license/certification as stipulated by a State agency; staff privileges restricted at a hospital; legal suits initiated specific to the Contractor's practice; initiation of criminal investigation of the Contractor; or other action instituted which affects Contractor's license/certification or practice (for example, sexual harassment accusations).
- B. Contractor shall immediately notify the County Designated Representative in the event a client with a case file (episode) open to the County presents any of the following client indices: suicidal risk factors, homicidal risk factors, assaultive risk factors, side effects requiring medical attention or observation, behavioral symptoms presenting possible health problems, or any behavioral symptom that may compromise the appropriateness of the placement.
- C. Contractor shall immediately notify the County Designated Representative, regardless of whether the client has a case file (episode) open with the County, should any of the following events occur: death, fire setting, police involvement, media contact, any behavior leading to potential liability, any client behavioral symptom that may compromise the appropriateness of the placement.

Exhibit A Statement of Work

- D. "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. Contractor shall train all personnel in the use of the ADMHS Compliance Hotline.
20. **MONITORING.** Contractor agrees to cooperate with the County's Monitoring process which ensures medical necessity (for Drug Medi-Cal services), appropriateness and quality of care. This review may include clinical record peer review, client survey, and other program monitoring practices. Contractor will cooperate with these programs, and will furnish necessary assessment and treatment plan information, subject to Federal or State confidentiality laws, and provisions of this agreement.
21. **PERIODIC REVIEW.** County shall assign staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, fiscal and overall performance activity. ADMHS staff shall conduct periodic on-site reviews of Contractor's client charting.
22. **ADDITIONAL PROGRAM REQUIREMENTS**
- A. Contractor shall provide services in coordination and collaboration with County, including ADMHS, Probation, other County departments, and other community based organizations, as applicable.
 - B. Contractor shall provide a safe, clean and sober environment for recovery.
 - C. Contractor shall provide Seeking Safety (an evidenced-based treatment practice) or other trauma-informed services where indicated.
 - D. Contractor shall stay informed on, and implement, Matrix or other current best practice curriculum in providing treatment services.
 - E. Contractor shall utilize motivational interviewing techniques, as defined by Treatment Improvement Protocol ([TIP](#)) [35: Enhancing Motivation for Change in Substance Use Disorder Treatment](#) (SAMHSA) in providing counseling services.
 - F. Contractor shall refer pregnant clients to Perinatal specialized services, as clinically indicated.
 - G. Contractor shall adhere to all applicable State, Federal, and County requirements, with technical assistance from ADMHS.
 - H. Grant-funded services, such as those funded by Substance Abuse Mental Health Administration (SAMHSA) shall adhere to the terms and conditions of the Notice of Grant Award, the original grant proposal, and any subsequent grant reapplications, incorporated herein by reference, if applicable.
 - I. Contractor shall attend ADMHS ADP Provider meetings regularly to receive information and support in addressing treatment concerns.
 - J. Contractor shall attend CAM Collaborative meetings regularly to receive information and support in addressing treatment concerns.

Exhibit B

Financial Provisions

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

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

I. PAYMENT FOR SERVICES

- A. Performance of Services. Contractor shall be compensated on a cost reimbursement basis, subject to the limitations described in this Agreement and all exhibits hereto, for provision of the Units of Service (UOS) established in the Exhibit B-1 based on satisfactory performance of the Alcohol and Drug Program services described in Exhibit A.
- B. Limitations on Use of Funds Received Pursuant to this Agreement. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A to this Agreement. Expenses shall comply with the requirements established in OMB A-87, A-122, and all other applicable regulations. Violation of this provision or use of County funds for purposes other than those described in Exhibit A shall constitute a material breach of this Agreement.

II. MAXIMUM CONTRACT AMOUNT

The Maximum Contract Amount shall not exceed **\$132328**, inclusive of the \$100,000 in funds provided by the Purchase Agreement, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

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

- IV. **FEE COLLECTION**. For non Drug Medi-Cal services or services to patients not eligible for Drug Medi-Cal, Contractor agrees to assess client fees toward the cost of treatment in accordance with California Health and Safety Code Section 11841. Such fee collection shall be based on Contractor's determination of a client's ability to pay, per Exhibit B-3. In no case shall any client be refused services due to the inability to pay. Fees charged shall not exceed the actual cost for services provided. Such fees shall be:

- A. Deducted from the Contractor's costs of providing services as part of the Pre-audit Cost Report Settlement (Section VIII);
- B. Identified and reported to County on the Contractor's monthly financial statements (Section VI.C), Contractor's budget (Exhibit B-2), and annual year-end cost report (Section VII).

Exhibit B

All fees collected by Contractor must be separately identified for audit purposes and treated as placement fees. Contractor agrees to provide County with a copy of Contractor's Fee Collection policy. Fees shall be accounted for by Contractor and used to offset the cost of Contractor's services. All fees paid for services under this Agreement by or on behalf of patients/clients receiving such services shall be utilized by Contractor only for the delivery of the services specified in this Agreement.

V. REALLOCATION OF PROGRAM FUNDING

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

VI. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS

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

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

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

- C. Monthly Financial Statements. Within 25 calendar days of the end of the month in which services are delivered, Contractor shall submit monthly financial statements reflecting the previous month's and cumulative year to date direct and indirect costs and revenues for Contractor's programs described in Exhibit A. Financial Statements shall be submitted electronically to adpfinance@co.santa-barbara.ca.us.

Exhibit B

- D. Withholding of Payment for Non-Submission of MIS and Other Information. If any required MIS data, invoice or report(s) is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Director or designee. Director or designee shall review such submitted service data within 60 calendar days of receipt.
- E. Withholding of Payment for Unsatisfactory Clinical Work. Director or designee may deny payment for services when documentation of clinical work does not meet minimum Federal, State and County written standards.
- F. Claims Submission Restrictions:
1. 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.
- G. Claims Certification and Program Integrity. Contractor shall certify that all UOS entered by Contractor into the County's MIS System or otherwise reported to County for any payor sources covered by this Agreement are true and accurate to the best of Contractor's knowledge.

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 applicable fiscal year. The Annual Cost Report shall be prepared by Contractor in accordance with all applicable Federal, State and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by Contractor shall be reported with its annual Cost Report, and shall be used to offset gross cost. Contractor shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to Director or designee upon reasonable notice.
- B. Cost Report to be Used for Settlement. The Cost Report shall be the final financial and statistical report submitted by Contractor to County, and shall serve as the basis for settlement to Contractor, as described in Sections VIII and IX of this Exhibit B. Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.
- C. Withholding Payment. At its sole discretion, County may withhold the final month's

Exhibit B

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 twentieth (120th) day following either the end of the applicable Fiscal Year or the expiration or termination date of this Agreement, then all amounts paid by County to Contractor in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding shall be repaid by Contractor to County. Further, County shall terminate any current contracts entered into with Contractor for Programs covered by the outstanding Annual Cost Reports.
- E. Audited Financial Reports: For each applicable fiscal 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 and/or program specific audit, per the requirements of OMB circular A-133, Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt.

VIII. PRE-AUDIT COST REPORT SETTLEMENTS

- A. Pre-audit Cost Report Settlement. Based on the Annual Cost Report(s) submitted pursuant to this Exhibit B Section VII (Cost Reports) and approved UOS, at the end of each Fiscal Year or portion thereof for which this Agreement is in effect, the State and/or County will perform pre-audit cost report settlement(s). Such settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or Federal statutes, regulations, policies and procedures, or requirements pertaining to cost reporting and settlements for applicable Federal and/or State programs. Settlement shall also be adjusted to the lower of:
1. Contractor's published charge(s) to the general public, as approved by the Contractor's governing board.
 2. The Contractor's actual costs;
 3. The State's Schedule of Maximum Allowances for all Drug Medi-Cal services and for all Rehabilitative Ambulatory Intensive Outpatient (Day Care Rehabilitative), Rehabilitative/Ambulatory Outpatient or ODF - Group, and

Exhibit B

Rehabilitative/Ambulatory ODF – Individual service codes, except grant-funded services;

4. The Maximum Contract Amount of this Agreement.
- B. Issuance of Findings. County's issuance of its pre-audit cost report settlement findings shall take place no later than one-hundred-twenty (120) calendar days after the receipt by County from the State of the State's Final Cost Report Settlement package for the applicable fiscal year.
 - C. Payment. In the event any adjustments to the amount to be reimbursed by County to Contractor indicate an amount due the County, Contractor shall reimburse County by direct payment within thirty (30) days or by deductions from future payments, if any, at the sole discretion of the Director.

IX. AUDITS, AUDIT APPEALS AND POSTAUDIT FINAL SETTLEMENT

- A. Audit by Responsible Auditing Party. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and federal law, authorized representatives from the County, State and/or Federal governments (Responsible Auditing Party) may conduct an audit of Contractor regarding the Alcohol and Drug Program services/activities provided hereunder.
- B. Settlement. Contractor shall be responsible for all disallowances taken by Responsible Auditing Parties, as a result of any audit exception that is related to the Contractor's responsibilities herein. In the case of a State Drug Medi-Cal audit the State and County will perform a post-audit Drug Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. However, if the Responsible Auditing Party stays its collection of any amounts that are otherwise due or payable in connection with the audit findings, County will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party finalizes its settlement action with County.
- C. Invoice for Amounts Due. County shall issue an invoice to Contractor for any amount due County after a Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County within thirty (30) calendar days from the date of the invoice.
- D. Appeal. Contractor may appeal any such audit findings in accordance with the audit appeal process established by the Responsible Auditing Party performing the audit.

**Exhibit B-1
Schedule of Rates and Contract Maximum**

| <u>Type of Service</u> | <u>Dates of Service</u> | <u>Funding Source</u> | <u>Unit Reimbursement</u> |
|---|--------------------------------|------------------------------|--|
| Children Affected by Methamphetamine Services | July 1, 2013 to June 30, 2014 | SAMHSA CAM Grant | Cost Reimbursed, per attached line item budget |

Total Maximum Contract Value: \$132328

Exhibit B-2 Contractor Budget

| LINE # | COLUMN # | 1 | 2 | 3 | 4 | 5 | 6 | 8 | 9 | 10 | 11 |
|--------------------------------------|---|---|---|------------------------------------|-------------------|------------|------------|------------|------------|--------------|------------|
| | I. REVENUE SOURCES: | | TOTAL AGENCY/ ORGANIZATION BUDGET | COUNTY ADMHS PROGRAMS TOTALS | Intensive In Home | HOPE | SPRIT | ECMH-PB | ECSMH-CPP | Managed Care | CAM |
| 1 | Contributions | | \$ 579,000 | \$ 36,446 | \$ 10,200 | | | \$ 11,798 | \$ 14,448 | | |
| 2 | Foundations/Trusts | | \$ 263,500 | \$ - | | | | | | | |
| 3 | Special Events | | \$ 35,000 | \$ - | | | | | | | |
| 4 | Legacies/Bequests | | | \$ - | | | | | | | |
| 5 | Associated Organizations | | | \$ - | | | | | | | |
| 6 | Membership Dues | | | \$ - | | | | | | | |
| 7 | Sales of Materials | | | \$ - | | | | | | | |
| 8 | Investment Income | | | \$ - | | | | | | | |
| 9 | Miscellaneous Revenue | | | \$ - | | | | | | | |
| 10 | ADMHS Funding | | \$ 2,576,816 | \$ 2,576,816 | \$ 204,000 | \$ 803,000 | \$ 220,444 | \$ 369,666 | \$ 722,378 | \$ 125,000 | \$ 132,328 |
| 11 | Other Government Funding | | \$ 1,144,403 | \$ - | | | | | | | |
| 12 | Endowment Draw | | \$ 373,800 | \$ - | | | | | | | |
| 13 | Other (specify) | | | \$ - | | | | | | | |
| 14 | Other (specify) | | | \$ - | | | | | | | |
| 15 | Other (specify) | | | \$ - | | | | | | | |
| 16 | Other (specify) | | | \$ - | | | | | | | |
| 17 | Other (specify) | | | \$ - | | | | | | | |
| 18 | Total Other Revenue (Sum of lines 1 through 17) | | \$ 4,972,519 | \$ 2,613,262 | \$ 214,200 | \$ 803,000 | \$ 220,444 | \$ 381,464 | \$ 736,826 | \$ 125,000 | \$ 132,328 |
| I.B Client and Third Party Revenues: | | | | | | | | | | | |
| 19 | Medicare | | | - | | | | | | | |
| 20 | Client Fees | | \$ 103,750 | - | | | | | | | |
| 21 | Insurance | | | - | | | | | | | |
| 22 | SSI | | | - | | | | | | | |
| 23 | Other (specify) | | | - | | | | | | | |
| 24 | Total Client and Third Party Revenues (Sum of lines 19 through 23) | | 103,750 | - | - | - | - | - | - | - | - |
| 25 | GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 24) | | 5,076,269 | 2,613,262 | 214,200 | 803,000 | 220,444 | 381,464 | 736,826 | 125,000 | 132,328 |

Exhibit B-2 Contractor Budget

| III. DIRECT COSTS | | TOTAL AGENCY/ ORGANIZATION BUDGET | COUNTY ADMHS PROGRAMS TOTALS | Intensive In Home | HOPE | SPIRIT | ECMH-PEI | ECSMH-CPP | Managed Care | CAM |
|---|---|---|------------------------------------|-------------------|------------|------------|------------|------------|--------------|------------|
| III.A. Salaries and Benefits Object Level | | | | | | | | | | |
| 26 | Salaries (Complete Staffing Schedule) | 2,740,125 | \$ 1,634,714 | \$ 133,676 | \$ 493,745 | \$ 143,509 | \$ 243,949 | \$ 453,559 | \$ 82,757 | \$ 83,519 |
| 27 | Employee Benefits (Payroll Taxes) | 719,283 | \$ 429,112 | \$ 35,090 | \$ 129,608 | \$ 37,671 | \$ 64,037 | \$ 119,059 | \$ 21,724 | \$ 21,924 |
| 28 | Consultants | 11,058 | \$ 3,657 | | | | \$ 1,721 | \$ 1,500 | \$ 436 | |
| 29 | Payroll Taxes | | \$ - | | | | | | | |
| 30 | Salaries and Benefits Subtotal | \$ 3,470,466 | \$ 2,067,483 | \$ 168,766 | \$ 623,353 | \$ 181,180 | \$ 309,707 | \$ 574,118 | \$ 104,917 | \$ 105,442 |
| III.B Services and Supplies Object Level | | | | | | | | | | |
| 31 | Professional Fees | | \$ - | | | | | | | |
| 32 | Program Supplies | 23,747 | \$ 27,716 | \$ 3,100 | \$ 8,924 | \$ 550 | \$ 1,684 | \$ 10,700 | \$ 300 | \$ 2,458 |
| 33 | Telephone | 25,010 | \$ 15,977 | \$ 2,500 | \$ 5,600 | \$ 750 | \$ 1,200 | \$ 5,677 | | \$ 250 |
| 35 | Occupancy (Facility Lease/Rent/Costs) | 125,902 | \$ 74,365 | \$ 3,795 | \$ 27,584 | \$ 5,382 | \$ 4,818 | \$ 29,277 | \$ 2,729 | \$ 780 |
| 37 | Agency Expense | 4,000 | \$ - | | | | | | | |
| 38 | Transportation | 72,659 | \$ 79,862 | \$ 7,700 | \$ 30,800 | \$ 3,329 | \$ 13,200 | \$ 17,946 | \$ 750 | \$ 6,137 |
| 39 | Conferences, Meetings, Etc | 8,254 | \$ 7,000 | \$ 400 | \$ 2,000 | \$ 500 | \$ 1,100 | \$ 3,000 | | |
| 40 | Subcontracts | 87,825 | \$ - | | | | | | | |
| 41 | Fundraising | 110,220 | \$ - | | | | | | | |
| 42 | | | \$ - | | | | | | | |
| 43 | | | \$ - | | | | | | | |
| 44 | Other (specify) | | \$ - | | | | | | | |
| 45 | Services and Supplies Subtotal | \$ 457,617 | \$ 204,919 | \$ 17,495 | \$ 74,908 | \$ 10,511 | \$ 22,002 | \$ 66,600 | \$ 3,779 | \$ 9,625 |
| 46 | III.C. Client Expense Object Level Total | | \$ - | | | | | | | |
| 47 | SUBTOTAL DIRECT COSTS | \$ 3,928,083 | \$ 2,272,402 | \$ 186,261 | \$ 698,261 | \$ 191,691 | \$ 331,708 | \$ 640,718 | \$ 108,696 | \$ 115,067 |
| IV. INDIRECT COSTS | | | | | | | | | | |
| 48 | Administrative Indirect Costs (limited to 15%) | 574,093 | \$ 340,860 | \$ 27,939 | \$ 104,739 | \$ 28,754 | \$ 49,756 | \$ 96,108 | \$ 16,304 | \$ 17,260 |
| 49 | GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48) | \$ 4,502,176 | \$ 2,613,263 | \$ 214,200 | \$ 803,000 | \$ 220,444 | \$ 381,464 | \$ 736,826 | \$ 125,000 | \$ 132,328 |

EXHIBIT B-3

EXHIBIT B-3

COUNTY OF SANTA BARBARA ALCOHOL & DRUG PROGRAM FEE SCHEDULE FY 2013-14

ANNUAL GROSS FAMILY INCOME

NUMBER OF DEPENDENTS

| FEE PER VISIT | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---------------|--------|--------|--------|--------|--------|--------|---------|---------|
| 5 | 11,490 | 15,510 | 19,530 | 23,550 | 27,570 | 31,590 | 35,610 | 39,630 |
| 10 | 15,510 | 19,530 | 23,550 | 27,570 | 31,590 | 35,610 | 39,630 | 43,650 |
| 15 | 19,530 | 23,550 | 27,570 | 31,590 | 35,610 | 39,630 | 43,650 | 47,670 |
| 20 | 23,550 | 27,570 | 31,590 | 35,610 | 39,630 | 43,650 | 47,670 | 51,690 |
| 25 | 27,570 | 31,590 | 35,610 | 39,630 | 43,650 | 47,670 | 51,690 | 55,710 |
| 30 | 31,590 | 35,610 | 39,630 | 43,650 | 47,670 | 51,690 | 55,710 | 59,730 |
| 35 | 35,610 | 39,630 | 43,650 | 47,670 | 51,690 | 55,710 | 59,730 | 63,750 |
| 40 | 39,630 | 43,650 | 47,670 | 51,690 | 55,710 | 59,730 | 63,750 | 67,770 |
| 45 | 43,650 | 47,670 | 51,690 | 55,710 | 59,730 | 63,750 | 67,770 | 71,790 |
| 50 | 47,670 | 51,690 | 55,710 | 59,730 | 63,750 | 67,770 | 71,790 | 75,810 |
| 55 | 51,690 | 55,710 | 59,730 | 63,750 | 67,770 | 71,790 | 75,810 | 79,830 |
| 60 | 55,710 | 59,730 | 63,750 | 67,770 | 71,790 | 75,810 | 79,830 | 83,850 |
| 65 | 59,730 | 63,750 | 67,770 | 71,790 | 75,810 | 79,830 | 83,850 | 87,870 |
| 70 | 63,750 | 67,770 | 71,790 | 75,810 | 79,830 | 83,850 | 87,870 | 91,890 |
| 75 | 67,770 | 71,790 | 75,810 | 79,830 | 83,850 | 87,870 | 91,890 | 95,910 |
| 80 | 71,790 | 75,810 | 79,830 | 83,850 | 87,870 | 91,890 | 95,910 | 99,930 |
| 85 | 75,810 | 79,830 | 83,850 | 87,870 | 91,890 | 95,910 | 99,930 | 103,950 |
| 90 | 79,830 | 83,850 | 87,870 | 91,890 | 95,910 | 99,930 | 103,950 | 107,970 |

MONTHLY GROSS FAMILY INCOME

NUMBER OF DEPENDENTS

| FEE PER VISIT | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---------------|-------|-------|-------|-------|-------|-------|-------|-------|
| 5 | 958 | 1,293 | 1,628 | 1,963 | 2,298 | 2,633 | 2,968 | 3,303 |
| 10 | 1,293 | 1,628 | 1,963 | 2,298 | 2,633 | 2,968 | 3,303 | 3,638 |
| 15 | 1,628 | 1,963 | 2,298 | 2,633 | 2,968 | 3,303 | 3,638 | 3,973 |
| 20 | 1,963 | 2,298 | 2,633 | 2,968 | 3,303 | 3,638 | 3,973 | 4,308 |
| 25 | 2,298 | 2,633 | 2,968 | 3,303 | 3,638 | 3,973 | 4,308 | 4,643 |
| 30 | 2,633 | 2,968 | 3,303 | 3,638 | 3,973 | 4,308 | 4,643 | 4,978 |
| 35 | 2,968 | 3,303 | 3,638 | 3,973 | 4,308 | 4,643 | 4,978 | 5,313 |
| 40 | 3,303 | 3,638 | 3,973 | 4,308 | 4,643 | 4,978 | 5,313 | 5,648 |
| 45 | 3,638 | 3,973 | 4,308 | 4,643 | 4,978 | 5,313 | 5,648 | 5,983 |
| 50 | 3,973 | 4,308 | 4,643 | 4,978 | 5,313 | 5,648 | 5,983 | 6,318 |
| 55 | 4,308 | 4,643 | 4,978 | 5,313 | 5,648 | 5,983 | 6,318 | 6,653 |
| 60 | 4,643 | 4,978 | 5,313 | 5,648 | 5,983 | 6,318 | 6,653 | 6,988 |
| 65 | 4,978 | 5,313 | 5,648 | 5,983 | 6,318 | 6,653 | 6,988 | 7,323 |
| 70 | 5,313 | 5,648 | 5,983 | 6,318 | 6,653 | 6,988 | 7,323 | 7,658 |
| 75 | 5,648 | 5,983 | 6,318 | 6,653 | 6,988 | 7,323 | 7,658 | 7,993 |
| 80 | 5,983 | 6,318 | 6,653 | 6,988 | 7,323 | 7,658 | 7,993 | 8,328 |
| 85 | 6,318 | 6,653 | 6,988 | 7,323 | 7,658 | 7,993 | 8,328 | 8,663 |
| 90 | 6,653 | 6,988 | 7,323 | 7,658 | 7,993 | 8,328 | 8,663 | 8,998 |

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Services Contracts)

INDEMNIFICATION PERTAINING TO OTHER THAN PROFESSIONAL SERVICES

Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless County and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by County on account of any claim except where such indemnification is prohibited by law. Contractor's indemnification obligation applies to County's active as well as passive negligence but does not apply to County's sole negligence or willful misconduct.

INDEMNIFICATION PERTAINING TO PROFESSIONAL SERVICES

Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless County and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, costs, expenses (including but not limited to attorneys' fees), judgments and/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.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

Contractor shall notify County immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

EXHIBIT C

3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor's profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
4. **Waiver of Subrogation Rights** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – Contractor shall furnish the County with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the County before work commences. However, failure to

EXHIBIT C

obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by County as a material breach of contract.
9. **Subcontractors** – Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work.
11. **Special Risks or Circumstances** – County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County.

EXHIBIT E
PROGRAM GOALS, OUTCOMES AND MEASURES

| CAM Goals and Objectives | |
|---|--|
| Goals | Objectives |
| <ul style="list-style-type: none"> ➤ Reduce substance use and related problems of parents and care givers. | <ul style="list-style-type: none"> ✓ 60% of participants admitted to Family Treatment Drug Court will stay through completion of treatment and successfully reunite with their children. ✓ From baseline assessment to program exit, there will be a statistically significant improvement in the Addiction Severity Index composite scores for drug and alcohol use and other domains. |
| <ul style="list-style-type: none"> ➤ Strengthen the confidence and competence as parents/caregivers | <ul style="list-style-type: none"> ✓ As measured by the Parenting Stress Inventory, 80% of parents/caregivers who score in the clinical or borderline categories at baseline will move into the non-clinical range by the program exit assessment. |
| <ul style="list-style-type: none"> ➤ Improve physical, developmental, and mental health of minor children of participants. | <ul style="list-style-type: none"> ✓ 80% of children will score at age level in behavioral development at the time of program exit. ✓ 70% of children with clinical level trauma symptoms will show post-treatment reductions to non-clinical levels per the Trauma Symptom Checklist for Children. ✓ As measured by the Child Behavior Checklist or Youth Self-Report child and adolescent participants will show an overall reduction in problem behaviors and improvement in healthy behaviors after participation in the program. |