



**County of Santa Barbara  
BOARD OF SUPERVISORS**

**Minute Order**

**June 4, 2019**

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**Present:** 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

BEHAVIORAL WELLNESS

File Reference No. 19-00484

**RE:** Consider recommendations regarding Behavioral Wellness, Fiscal Year (FY) 2018-2019 Contract Amendments and extensions into FY 2019-2020 with Mental Health Association in Santa Barbara (dba Mental Wellness Center), as follows:

a) Approve and authorize the Chair to execute a Second Amendment for Services of Independent Contractor with Mental Wellness Center, to add new provisions and extend the term of the Agreement into FY 2019-2020 for \$2,041,075.00 for a new total contract amount of \$4,932,596.00 for the period of July 1, 2019 through June 30, 2020; and

b) Determine that the above actions are government fiscal activities that will not result in direct or indirect physical changes in the environment, pursuant to section 15378(b)(4) of the California Environmental Act (CEQA) guidelines.

**A motion was made by Supervisor Hartmann, seconded by Supervisor Hart, that this matter be acted on as follows:**

a) **Approved and authorized; Chair to execute; and**

b) **Approved.**

**The motion carried by the following vote:**

**Ayes: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino**



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

Department Name: Behavioral Wellness  
Department No.: 043  
For Agenda Of: June 4, 2019  
Placement: Administrative  
Estimated Time:  
Continued Item: No  
If Yes, date from:  
Vote Required: Majority

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**TO:** Board of Supervisors

**FROM:** Department Alice Gleghorn, Ph.D., Director  
Director(s) Behavioral Wellness, 681-5220  
Contact Info: Pamela Fisher, PsyD, Deputy Director of Clinical Operations

**SUBJECT:** Behavioral Wellness 18-19 Contract Amendments and extensions into FY 19-20 –  
Mental Wellness Center

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**County Counsel Concurrence**

As to form: Yes

**Auditor-Controller Concurrence**

As to form: Yes

**Other Concurrence:** Risk Management

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors:

- A) Approve and authorize the Chair to execute a Second Amendment for Services of Independent Contractor with **Mental Health Association in Santa Barbara (dba Mental Wellness Center)**, to add new provisions and extend the term of the Agreement into Fiscal Year 19-20 for **\$2,041,075** for a new total contract amount of **\$4,932,596** for the period of July 1, 2019 through June 30, 2020.
- B) Determine that the above actions are government fiscal activities that will not result in direct or indirect physical changes in the environment, pursuant to section 15378(b)(4) of the California Environmental Act (CEQA) guidelines.

**Summary Text:**

This item is on the agenda to request authorization to amend the mental health contract with Mental Health Association in Santa Barbara (dba Mental Wellness Center) (MWC) in order to add new provisions and to extend the term of the Agreement into Fiscal Year 2019-2020 for \$2,041,075 for a new contract maximum not to exceed \$4,932,596. Approval of the recommended actions will allow Behavioral Wellness to continue to provide various specialty mental health services to children and

adults with serious emotional disturbances (SED), including mental health services such as therapy and rehabilitation services.

**Background:**

The contract being considered for approval allows MWC to provide residential and community mental health services to adults in the Santa Barbara area. MWC's Family Advocate offers services to families of clients with serious mental illness through education, support and linkage to resources. MWC currently provides services Intensive Residential through Casa Juana Maria and CG House programs in an Adult Residential Facility providing in-home rehabilitation and support services to residents. MWC also operates Alameda House, a residential program providing an adult housing program for individuals with Serious Mental Illness (SMI). This Fiscal Year, MWC will begin providing Adult Housing Supports Intensive Residential services through Polly House. The De La Vina House provides permanent housing single room occupancy for clients. This program provides greatly needed housing for the chronically homeless individuals who meet the Continuum of Care Shelter Plus care eligibility. Behavioral Wellness Homeless Outreach Worker and other Behavioral Wellness Contract providers refer clients who meet the criteria for placement. MWC also operates the Santa Barbara Recovery Learning Center that provides Consumer-Led Program that offers peer-support, self-help and connections to community resources, including health and wellness activities, as well as a Computer Lab for clients to have access to computers and learn related skills.

**Contract Renewals and Performance Outcomes:**

MWC provides services for individuals with Serious Mental Illness (SMI), including intensive residential services (Casa Juana Maria, Alameda House, Cottage Grove,), and wellness and recovery-oriented services, through the Recovery Learning Center (RLC), which also has a client-led computer lab. They also provide outreach, linkage, and recovery-oriented activities to family members of clients living with SMI through a Family Advocate. Finally, they oversee a permanent housing facility that uses the Housing First Model for chronically homeless individuals at Villa Vida.

MWC performed well in terms of achieving FY 18-19 contractual goals:

**Residential Outcomes**

***Purposeful Activity:*** Our goal is to have clients engage in meaningful activities (working, in school/training, or volunteering). All housing programs had a goal that 30% of clients were engaged in meaningful activity; Casa Juana Maria and Villa Vida met this goal in both quarters; Cottage Grove met this goal in FY18-19 Q1 but not Q2; Alameda House did not meet this goal either quarter.

***Stable/Permanent Housing:*** Our goal is for clients to maintain stable/permanent housing. All four housing programs had this goal; all met this goal.

***Incarcerations:*** Our goal is minimal adverse life events, such as incarcerations. There was only one incarceration during FY18-19 Q2 that occurred at Villa Vida; otherwise, the other houses and quarters had no incarcerations.

***Inpatient Care:*** Our goal is minimal adverse life events, such as inpatient admissions. Across both quarters, Casa Juana Maria had one admission (8.3% average), Alameda House had three admissions



(25% average), Cottage Grove had two admissions (16.6% average), and Villa Vida had no admissions. Thus, one program met, and one program functional met the goal, while two programs did not meet this goal.

**Recovery Learning Center**

Over FY 18-19 Q1 and Q2, the RLC (including the client-led computer lab) served 321 unduplicated underserved clients, had 9,643 client visits, held 72 group meetings, 18 classes, 18 outings and educational events, and linked 305 people to additional services.

**Family Advocate**

Over FY 18-19 Q1 and Q2, the Family Advocate served 192 unduplicated underserved clients, had 732 client visits, held 74 support group meetings, 9 educational events, and linked 85 people to additional services. Additionally, the Family Advocate served 8 unique individuals in Spanish.

**Fiscal and Facilities Impacts:**

Budgeted: Yes

**Fiscal Analysis:**

<b>Funding Sources</b>	<b>FY 18-19</b>	<b>FY 19-20</b>
General Fund		
State	\$ 1,445,760.50	\$ 1,020,537.50
Federal	\$ 1,445,760.50	\$ 1,020,537.50
Fees		
Other:		
<b>Total</b>	<b>\$ 2,891,521.00</b>	<b>\$ 2,041,075.00</b>

Narrative: The above referenced contract is funded by State and Federal funds. The funding sources are included in the adopted FY 18-19 and FY 19-20 Proposed Budgets.

**Key Contract Risks:**

As with any contract funded with State and Federal sources, there is a risk of future audit disallowances and repayments through the State’s auditing process. This contract includes language requiring contractor to repay any amounts disallowed in audit findings, minimizing financial risks to County.

**Special Instructions:**

Please send one (1) signature page and one (1) minute order to: [qilopez@co.santa-barbara.ca.us](mailto:qilopez@co.santa-barbara.ca.us).

**Attachments:**

- Attachment A: MWC FY 18-20 Am 2
- Attachment B: MWC FY 18-19 BC 19-029

**Authored by:**

Q. Lopez



**AGREEMENT FOR SERVICES OF  
INDEPENDENT CONTRACTOR**

Between

COUNTY OF SANTA BARBARA  
DEPARTMENT OF BEHAVIORAL WELLNESS  
AND

MENTAL HEALTH ASSOCIATION IN SANTA  
BARBARA COUNTY (DBA MENTAL WELLNESS  
CENTER)

FOR

MENTAL HEALTH SERVICES

**TABLE OF CONTENTS**

**I. STANDARD TERMS AND CONDITIONS** .....3

**II. SIGNATURE PAGE**.....18

**III. EXHIBIT A - STATEMENT OF WORK**.....20

*EXHIBIT A-1 General Provisions: MHS* .....21

*EXHIBIT A-2 Intensive Residential Programs*.....37

*EXHIBIT A-3 Recovery Learning Center and Client-Led Program Computer Lab*.....50

*EXHIBIT A-4 Family Advocate* .....54

*EXHIBIT A-5 Da La Vina House* .....56

*EXHIBIT A-6 Adult Housing Supports: Polly House*.....61

*EXHIBIT A-7 Crisis Counseling Assistance and Training*.....73

**IV. EXHIBIT B - FINANCIAL PROVISIONS**.....79

*EXHIBIT B Financial Provisions – MHS*.....80

*EXHIBIT B-1 Schedule of Rates and Contract Maximum - MHS*.....89

*EXHIBIT B-2 Contractor Budget* .....91

**V. EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS** .....95

**VI. EXHIBIT D – CERTIFICATIONS REGARDING LOBBYING**.....99

**VII. EXHIBIT E - PROGRAM GOALS, OUTCOMES AND MEASURES**.....103

**VIII. ATTACHMENT F – FEMA GRANT CONDITIONS**.....107

**STANDARD TERMS**  
**AND CONDITIONS**



**SECOND AMENDED AGREEMENT  
FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS SECOND AMENDMENT to the AGREEMENT** for services of Independent Contractor, referenced as BC 19-029 by and between the County of Santa Barbara (County) and Mental Health Association in Santa Barbara County (DBA Mental Wellness Center) (Contractor) (hereafter Agreement) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

**WHEREAS**, the County Board of Supervisors authorized the County to enter into a Board Contract for Services of Independent Contractor, referred to as BC 19-029, on June 19, 2018 for the provisions of adult mental health services, for a total contract amount not to exceed **\$2,041,075** and authorized a First Amendment to the Agreement on September 18, 2018 to add a new statement of work and to increase the contract by **\$850,446** for the period of July 1, 2018 through June 30, 2019;

**WHEREAS**, the County and Contractor wish to extend the term of the Agreement to June 30, 2020 for a contract maximum not to exceed **\$4,932,596**; and

**WHEREAS**, this Second Amended Agreement shall replace in total the terms and conditions set forth in the contract approved by the County Board of Supervisors on June 19, 2018 and the First Amendment on September 18, 2018.

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

**1. DESIGNATED REPRESENTATIVE.**

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Annmarie Cameron at phone number 805-884-8440 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

**2. NOTICES.**

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

To County:                    Director  
                                      County of Santa Barbara  
                                      Department of Behavioral Wellness  
                                      300 N. San Antonio Road  
                                      Santa Barbara, CA 93110

FAX: 805-681-5262

To Contractor: Annmarie Cameron, Executive Director  
Mental Health Association in Santa Barbara County (DBA Mental Wellness Center)  
617 Garden St.  
Santa Barbara, CA 93101  
FAX: 805-884-8445

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 7/1/2018 and end performance upon completion, but no later than 6/30/2020 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.

### **6. INDEPENDENT CONTRACTOR.**

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

### **7. STANDARD OF PERFORMANCE.**

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services

in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which Contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

#### **8. DEBARMENT AND SUSPENSION.**

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts, including but not limited to exclusion from participation from federal health care programs under section 1128 or 1128A of the Social Security Act. 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. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing.

#### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.**

County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County. Contractor shall be the legal owner and Custodian of Records for all County client files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) §5328; 42 United States Code (U.S.C.) §290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. Contractor further agrees to



provide County with copies of all County client file documents resulting from this Agreement without requiring any further written release of information. Within HIPAA guidelines, County shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

Unless otherwise specified in Exhibit A, Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. 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. 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. 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.

#### **14. RECORDS, AUDIT, AND REVIEW.**

- A. Contractor shall make available for inspection, copying, evaluation, or audit, all of its premises; physical facilities, or such parts thereof as may be engaged in the performance of the Agreement; equipment; books; records, including but not limited to beneficiary records; prescription files; documents, working papers, reports, or other evidence; contracts; financial records and documents of account, computers; and other electronic devices, pertaining to any aspect of services and activities performed, or determination of amounts payable, under this Agreement (hereinafter referred to as "Records"), at any time by County, DHCS, CMS, Department of General Services, Bureau of State Audits, HHS Inspector General, U.S. Comptroller General, or other

authorized federal or state agencies, or their designees (“Authorized Representative”) (hereinafter referred to as “Audit”).

- B.** Any such Audit shall occur at the Contractor’s place of business, premises, or physical facilities during normal business hours, and to allow interviews of any employees who might reasonably have information related to such Records. Contractor shall maintain Records in accordance with the general standards applicable to such book or record keeping and shall follow accounting practices and procedures sufficient to evaluate the quality and quantity of services, accessibility and appropriateness of services, to ensure fiscal accountability, and to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. All records must be capable of verification by qualified auditors.
- C.** This Audit right will exist for 10 years from: the close of the State fiscal year in which the Agreement was in effect or if any litigation, claim, negotiation, Audit, or other action involving the Records has been started before the expiration of the 10-year period, the Records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 10-year period, whichever is later.
- D.** Contractor shall retain all records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Agreement, including beneficiary grievance and appeal records identified in 42 CFR § 438.416 and the data, information and documentation specified in 42 Code of Federal Regulations parts 438.604, 438.606, 438.608, and 438.610 for the 10-year period as determined in Paragraph 14.C.
- E.** If this Agreement is completely or partially terminated, the Records, relating to the work terminated shall be preserved and made available for the 10-year period as determined in Paragraph 14.C.
- F.** Contractor shall ensure that each of its sites keep a record of the beneficiaries being treated at each site. Contractor shall keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to Welfare & Institutions Code Section 14124.1 and 42 CFR 438.3(h) and 438.3(u). Contractor shall retain such records for the 10-year period as determined in Paragraph 14.C.
- G.** Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an Authorized Representative to inspect, audit or obtain copies of said records, the Contractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- H.** The Authorized Representatives may Audit Contractor at any time if there is a reasonable possibility of fraud or similar risk.
- I.** Contractor agrees to include a similar right to Authorized Representatives to audit records and interview staff in any subcontract related to performance of this Agreement.

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

#### **15. INDEMNIFICATION AND INSURANCE.**

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

#### **16. 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. Contractor shall also comply with the nondiscrimination provisions set forth in EXHIBIT A - Statement of Work to this Agreement.

#### **17. 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.

#### **18. 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.

#### **19. 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.**

- i. 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.

- ii. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
- iii. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.

**B. By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

**C. Upon Termination.** Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services

performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial 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.

#### **20. 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.

#### **21. 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.

#### **22. 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.

#### **23. TIME IS OF THE ESSENCE.**

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

#### **24. 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.

#### **25. 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 the Department of Behavioral Wellness. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

#### **26. 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.

#### **27. 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.

#### **28. 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.

#### **29. 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.

#### **30. 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(s), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

#### **31. 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.

#### **32. 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.

#### **33. 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.

#### **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. MANDATORY DISCLOSURE.**

##### **A. Prohibited Affiliations**

1. Contractor shall not knowingly have any prohibited types of relationships with the following:
  - i. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)
  - ii. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101 of a person described in this section. (42 C.F.R. § 438.610(a)(2).)
2. The Contractor and its subcontractors shall not have a relationship with an individual or entity that is excluded from participation in any Federal Health Care Program (as defined in section 1128B(f) of the Social Security Act) under either Section 1128, 1128A, 1156, or 18420(2) of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b); 42 U.S.C. § 1320c-5.)
3. The relationships described in paragraph A of this section, are as follows:
  - i. A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)
  - ii. A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2).)
  - iii. A person with beneficial ownership of 5 percent or more of the Contractor's equity. (42 C.F.R. § 438.61 O(c)(3).)
  - iv. An individual convicted of crimes described in section 1128(b)(8)(B) of the Act. (42 C.F.R. § 438.808(b)(2).)
  - v. A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items
  - vi. and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)
  - vii. The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review,

medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)

## **B. Written Disclosures**

1. **Written Notice of Prohibited Affiliations.** The Contractor shall provide to County written disclosure of any Prohibited Affiliations identified by the Contractor or its subcontractors. (42 C.F.R. §438.608(c)(1).)
2. **Ownership or Controlling Interests.** Pursuant to 42 C.F.R. § 455.104, Medicaid providers, other than an individual practitioner or group of practitioners; fiscal agents; and managed care entities (“Disclosing Entities”) must disclose certain information related to persons who have an “ownership or control interest” in the Disclosing Entity, as defined in 42 C.F.R. § 455.101. (For the purposes of this section “person with an ownership or control interest” means a person or corporation that – a. Has an ownership interest totaling five percent or more in a Disclosing Entity; b. Has an indirect ownership interest equal to five percent or more in a Disclosing Entity; c. Has a combination of direct and indirect ownership interests equal to five percent or more in a Disclosing Entity. d. Owns an interest of five percent or more in any mortgage, deed of trust, note, or other obligation secured by the Disclosing Entity if that interest equals at least five percent of the value of the property or assets of the Disclosing Entity.) The disclosure must include the following information:
  - i. The name, address, date of birth, and Social Security Number of any **managing employee**, as that term is defined in 42 C.F.R. §455.101. For purposes of this disclosure, Contractor may use the business address for any member of its Board of Supervisors.
  - ii. The name and address of any person (individual or corporation) with an **ownership or control interest** in the Disclosing Entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
  - iii. Date of birth and Social Security Number (in the case of an individual).
  - iv. Other tax identification number (in the case of a corporation) with an ownership or control interest in the Disclosing Entity (or fiscal agent or managed care entity) or in any subcontractor in which the Disclosing Entity (or fiscal agent or managed care entity) has a five percent or more interest.
  - v. Whether the person (individual or corporation) with an ownership or control interest in the Disclosing Entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the Disclosing Entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Disclosing has a five percent or more interest is related to another person with ownership or control interest in the Disclosing Entity as a spouse, parent, child, or sibling.
  - vi. The name of any other Disclosing Entity in which an owner of the Disclosing Entity has an ownership or control interest.

- vii. Is an officer or director of a Disclosing Entity that is organized as a corporation.
  - viii. Is a partner in a Disclosing Entity that is organized as a partnership
3. **Timing for Disclosure of Ownership and Controlling Interests.** Contractor shall complete a Disclosure of Ownership or Controlling Interest form provided by County upon submitting a provider application; before entering into or renewing its contract; annually, upon request during the re-validation of enrollment process under 42 CFR 455.104; within 35 days after any change of ownership; or upon any person newly obtaining an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets.

4. **Business Transactions. (42 CFR 455.105).**

Contractor agrees to furnish to County or the Secretary of DHCS on request, information related to business transactions. Contractor shall submit, within 35 days of the date on a request by County or the Secretary of DHCS full and complete information about:

- i. The ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
- ii. Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.

5. **Crimes**

- i. **Violations of Criminal Law.** Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies for noncompliance described in 45 C.F.R. Section 75.371 and/or 2 CFR §200.338, including suspension or debarment. (See also 2 C.F.R. parts 180 and 376, and 31 U.S.C. 3321.)
- ii. **Persons Convicted of Crimes Related to Federal Health Care Programs.** Contractor shall submit the following disclosures to County regarding its owners, persons with controlling interest, agents, and managing employee's criminal convictions prior to entering into this Agreement and at any time upon County's request:
  - a. The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
  - b. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the

word "agent" has the meaning described in 42 Code of Federal Regulations part 455.101

- iii. **Timing for Disclosures of Crimes.** The Contractor shall supply disclosures regarding crimes before entering into the contract and at any time upon the County or DHCS' request.

**C. Lobbying.** Contractor shall complete a Certification Regarding Lobbying as set forth in Exhibit D, Attachments 1, and, if applicable, a Lobbying Restrictions and Disclosure Certification as set forth in Exhibit D, Attachments 2, of this Agreement.

- 1. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 2. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

**D. Remedies.**

**1. Denial of Federal Financial Participation (FFP) for Failure to Provide Timely Disclosures.**

- i. FFP is not available in expenditures for services furnished by Contractors who fail to comply with a request made by the County or Secretary of DHCS under this Section Mandatory Disclosures, or under 42 CFR §420.205 (Medicare requirements for disclosure).
- ii. FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to the County or the Secretary of DHCS and ending on the day before the date on which the information was supplied.
- iii. A provider shall be required to reimburse those Medi-Cal funds received during any period for which material information was not reported, or reported falsely, to the County or DHCS (Welf. & Inst. Code § 14043.3).

**2. Other Remedies.**

County or DHCS may pursue any remedies provided by law, including but not limited to, the right to withhold payments, disallow costs, or issue a CAP, pursuant to Cal. Health and Safety Code, Section 11817.8(h) for Contractor's failure to provide required disclosures.

**36. PROCUREMENT OF RECOVERED MATERIALS.**

Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**37. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Contractor shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

**38. PRIOR AGREEMENTS.**

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

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SIGNATURE PAGE FOLLOWS



Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Mental Wellness Center**.

**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: 6-4-19

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By:  By: \_\_\_\_\_  
Deputy Clerk Authorized Representative

Date: 6-4-19

**CONTRACTOR:**

Mental Wellness Center

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_


**APPROVED AS TO FORM:**

MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By:   
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By:   
Deputy

**RECOMMENDED FOR APPROVAL:**

ALICE GLEGHORN, PH.D., DIRECTOR  
DEPARTMENT OF BEHAVIORAL  
WELLNESS

By:  By: \_\_\_\_\_  
Director

**APPROVED AS TO INSURANCE FORM:**

RAY AROMATORIO  
RISK MANAGEMENT

  
Risk Management

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Mental Wellness Center.**

**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: \_\_\_\_\_

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

**CONTRACTOR:**

Mental Wellness Center

By: Annmarie Cameron  
Authorized Representative

Name: Annmarie Cameron

Title: CEO

Date: 5-23-19

**APPROVED AS TO FORM:**

MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy

**RECOMMENDED FOR APPROVAL:**

ALICE GLEGHORN, PH.D., DIRECTOR  
DEPARTMENT OF BEHAVIORAL  
WELLNESS

By: \_\_\_\_\_  
Director

**APPROVED AS TO INSURANCE FORM:**

RAY AROMATORIO  
RISK MANAGEMENT

By: \_\_\_\_\_  
Risk Management

**THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:**

**EXHIBIT A – MHS STATEMENT OF WORK**

- EXHIBIT A-1 General Provisions: MHS
- EXHIBIT A-2 Intensive Residential Programs
- EXHIBIT A-3 Recovery Learning Center and Client-Led Program Computer Lab
- EXHIBIT A-4 Family Advocate
- EXHIBIT A-5 De La Vina House
- EXHIBIT A-6 MH – Adult Housing Supports: Polly’s House
- EXHIBIT A-7 Crisis Counseling and Training Assistance

**EXHIBIT B - FINANCIAL PROVISIONS**

- EXHIBIT B Financial Provisions: MHS
- EXHIBIT B-1 Schedule of Rates and Contract Maximum: MHS
- EXHIBIT B-2 Contractor Budget

**EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS**

**EXHIBIT D - CERTIFICATIONS REGARDING LOBBYING**

**EXHIBIT E - PROGRAM GOALS, OUTCOMES AND MEASURES**

**EXHIBIT A-1**

**GENERAL PROVISIONS**

**MENTAL HEALTH SERVICES (MHS)**

**STATEMENT OF WORK**

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**EXHIBIT A-1- MHS**  
**GENERAL PROVISIONS**

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**The following provisions shall apply to all programs operated under this Agreement, included as Exhibits A-1 through A-7, as though separately set forth in the scope of work specific to each Program.**

**1. PERFORMANCE.**

- A. Contractor shall adhere to all applicable County, State, and Federal laws, including the applicable sections of the state Medicaid plan and waiver, in the performance of this Agreement, including but not limited to the statutes and regulations referenced therein and those set forth below. Contractor shall comply with any changes to these statutes and regulations that may occur during the Term of the Agreement and any new applicable statutes or regulations without the need for amendments to this Agreement. Contractor's performance shall be governed by and construed in accordance with, the following:
1. All laws and regulations, and all contractual obligations of the County under the County Mental Health Plan ("MHP") (Contract No. 17-94613) between the County Department of Behavioral Wellness and the State Department of Health Care Services (DHCS), available at [www.countyofsb.org/behavioral-wellness](http://www.countyofsb.org/behavioral-wellness), including but not limited to subparagraphs C and F of the MHP, Exhibit E, Paragraph 7, and the applicable provisions of Exhibit D(F) to the MHP,;
  2. The Behavioral Wellness Steering Committee Vision and Guiding Principles, available at [www.countyofsb.org/behavioral-wellness](http://www.countyofsb.org/behavioral-wellness);
  3. All applicable laws and regulations relating to patients' rights, including but not limited to Welfare and Institutions Code Section 5325, California Code of Regulations, Title 9, Sections 862 through 868, and 42 Code of Federal Regulations Section 438.100;
  4. All applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions;
  5. California's Mental Health Services Act; and
  6. California Code of Regulations Title 9, Division 1.
  7. 42 C.F.R. § 438.900 *et seq.* requiring provision of services to be delivered in compliance with federal regulatory requirements related to parity in mental health and substance use disorder benefits.
- B. Contractor shall be at all times currently enrolled with the California Department of Health Care Services as a Medicaid provider, consistent with the provider disclosure, screening and enrollment requirements of 42 CFR part 455, subparts B and E.

**2. STAFF.**

- A. Contractor staff providing direct services to clients shall be trained and skilled at working with persons with serious mental illness (SMI), and shall adhere to professionally



recognized evidence-based best practices for rehabilitation assessment, service planning, and service delivery. In addition, these staff shall receive Documentation Training in accordance with the *Behavioral Wellness Mandatory Trainings Policy and Procedure # 5.008*, as may be amended, available at [www.countyofsb.org/behavioral-wellness](http://www.countyofsb.org/behavioral-wellness).

- B. Contractor shall ensure that any staff identified on the Centers for Medicare & Medicaid Services (“CMS”) Exclusions List or other applicable list shall not provide services under this Agreement nor shall the cost of such staff be claimed to Medi-Cal. Contractor shall not employ or subcontract with providers excluded from participation in Federal health care programs under either sections 1128 or 1128A of the Social Security Act.
- C. All staff performing services under this Agreement with access to the Behavioral Wellness electronic medical record shall be reviewed and approved by Behavioral Wellness Quality Care Management (QCM) Division, in accordance with *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Licensing*.
- D. Contractor shall notify County of any staffing changes as part of the quarterly Staffing Report, in accordance with Section 4.A. (Reports: Staffing) below. Contractor shall notify [bwellcontractsstaff@co.santa-barbara.ca.us](mailto:bwellcontractsstaff@co.santa-barbara.ca.us) within one business day for unexpected termination when staff separates from employment or is terminated from working under this Agreement, or within one week of the expected last day of employment or for staff planning a formal leave of absence.
- 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 performing work under this Agreement for good cause during the term of the Agreement. Upon such request, Contractor shall remove such staff immediately.
- G. County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor’s staff that does not pass such investigation(s) to the satisfaction of the County, or whose conduct is incompatible with County facility access.
- H. Disqualification, if any, of Contractor staff, pursuant to this Section regarding Staff or any other provision of law, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

### **3. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATIONS**

- A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certifications (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal

services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to Behavioral Wellness QCM Division, upon request.

- B. In the event the license/certification status of any Contractor staff member cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement.
- C. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall keep fully informed of and in compliance with all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities, and the requirements of *Department of Behavioral Wellness' Policy and Procedure # 4.005 – Site Certification for Specialty Mental Health Services*.

#### 4. REPORTS.

- A. **Staffing.** Contractor shall submit quarterly staffing reports to County. These staffing reports shall be on a form acceptable to, or provided by, County and shall report actual staff hours worked by position and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, hire date, and, if applicable, termination date. The staffing reports shall be received by County no later than 25 calendar days following the end of the quarter being reported.
- B. **Programmatic.** Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than 25 calendar days following the end of the quarter being reported. Programmatic reports shall include the following:
  - 1. Contractor shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps will be taken to achieve satisfactory progress;
  - 2. Contractor shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and Certifications, changes in population served and reasons for any such changes;
  - 3. The number of active cases and number of clients admitted/ discharged; and
  - 4. The Measures described in Exhibit E, Program Goals, Outcomes and Measures, as applicable, or as otherwise agreed by Contractor and Behavioral Wellness. Amendments to Exhibit E do not require a formal amendment to this Agreement, but shall be agreed to in writing by the Designated Representatives or Designees. In addition, Contractor may include any other data that demonstrate the effectiveness of Contractor's programs.

**C. Annual Mandatory Training Report.** Contractor shall submit evidence of completion of the Mandatory Trainings identified in the Section regarding Training Requirements on an annual basis to the County Systems Training Coordinator. Training materials, competency tests and sign-in sheets shall be submitted for each training no later than June 15th of each year unless requested earlier by County.

**D. Additional Reports.**

1. Contractor shall maintain records and make statistical reports as required by County and DHCS or other government agency, on forms provided by or acceptable to the requesting agency. In addition to reports required under this Agreement, 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.
2. As a condition of funding for Quality Assurance (QA) activities, Contractor QA staff shall provide a monthly report to QCM consisting of documentation reviews performed, associated findings, and corrective action. The QA reports shall be received by County no later than 25 calendar days following the end of the month being reported.

**5. BACKGROUND CHECKS.**

**A. Consent to Criminal Background Check, Fingerprinting (42 CFR 455.106, Welf. & Inst. Code § 14043.38).** Contractor consents to criminal background checks, including fingerprinting when required to do so by state law. Within 30 days of a request from CMS or DHCS, Contractor, or any person with a 5% or more direct or indirect ownership interest in contractor, shall submit a set of fingerprints in a form and manner determined by DHCS.

**B. Mandatory Termination.** As determined by DHCS, Contractor may be subject to mandatory termination from the Medi-Cal program for any of the following reasons:

1. Failure to cooperate with and provide accurate, timely information in response to all required Medi-Cal screening methods, including failure to submit fingerprints as required (42 CFR 455.416); or
2. Conviction of a criminal offense related to a person's involvement with Medi-care, Medi-Cal, or any other Title XX or XXI program in the last 10 years (42 CFR 455.416, 42 CFR 455.106).

**6. MEDI-CAL VERIFICATION.** Contractor shall be responsible for verifying client's Medi-Cal eligibility status and will take steps to reactivate or establish eligibility where none exists.

**7. SITE STANDARDS.**

**A.** Contractor agrees to comply with all Medi-Cal requirements, including, but not limited to those specified in the *Department of Behavioral Wellness' Policies and Procedures referenced in Section 17 (Additional Program Requirements)*, and be approved to provide



Medi-Cal services based on Medi-Cal site certification, per *Department of Behavioral Wellness' Policy and Procedure # 4.005- Site Certification for Specialty Mental Health Services*.

- B. For programs located at Contractor's sites, Contractor shall develop and maintain a written disaster plan for the Program site and shall provide annual disaster training to staff that addresses, at a minimum: emergency staffing levels for the continuation of services under the Program, patient safety, facility safety, safety of medication storage and dispensing medication, and protection of client records, as required by this Agreement.

## **8. CONFIDENTIALITY.**

- A. Contractor, its employees, agents, or subcontractors agree 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; Title 42 CFR Section 438.224; 45 CFR Section 96.132(e), 45 CFR Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 14100.2; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and the Compliance with HIPAA section of this Agreement, as applicable. Patient records must comply with all appropriate State and Federal requirements.
- B. 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 services under this Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
- C. Contractor shall comply with Exhibit F to the MHP to the extent Contractor is provided Personal Health Information ("PHI"), Personal Information ("PI"), or Personally Identifiable Information as defined in Exhibit F of the MHP from County to perform functions, services, or activities specified in this Agreement.
- D. Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to County or DHCS at no cost to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, DHCS, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- E. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all PHI, PI and PII accessed in a database maintained by County, received by Contractor from County, or acquired or created by Contractor in connection with performing functions, services, or activities specified in this Agreement on behalf of County that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify County of the conditions that make the return or destruction infeasible, and County and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII.



Contractor shall continue to extend the protections of Exhibit F of the MHP to such PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This paragraph shall also apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

#### **9. CLIENT AND FAMILY MEMBER EMPOWERMENT.**

- A. Contractor agrees to support active involvement of clients and their families in treatment, recovery, and policy development.
- B. Contractor shall actively participate in the planning design, and execution of County's Quality Improvement Program as described in Cal. Code. Regs., Title 9, §1810.440(a)(2)(A).
- C. Contractor shall adopt *Department of Behavioral Wellness' Policy and Procedures # 4.020 Client Problem Resolution Process*, available at [www.countyofsb.org/behavioral-wellness](http://www.countyofsb.org/behavioral-wellness), to address client/family complaints in compliance with beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 CFR 438.400 through 42 CFR 438.424.
- D. Contractor shall take a beneficiary's rights into account when providing services and comply with *Department of Behavioral Wellness' Policy and Procedure #3.000 Beneficiary Rights*.
- E. Contractor shall obtain and retain a written medication consent form signed by the beneficiary in accordance with *Department of Behavioral Wellness' Policy and Procedures # 8.009* to the extent Contractor is a "provider" as defined by the MHP.

#### **10. CULTURAL COMPETENCE.**

- A. Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:
  - 1. The number of Bilingual and Bicultural staff (as part of the quarterly staffing report), and the number of culturally diverse clients receiving Program services; and
  - 2. Efforts aimed at providing culturally competent services such as trainings provided to staff, changes or adaptations to service protocol, community education/outreach, etc.
- B. At all times, the Contractor's Program(s) shall be staffed with personnel who can communicate in the client preferred language, or Contractor shall provide interpretation services, including American Sign Language (ASL).
- C. Contractor will strive to fill direct service positions with bilingual staff in County's threshold language (Spanish) that is reflective of the specific needs of each region. Contractor percentage goals are calculated based on U.S. Census language data by region: Santa Barbara service area (including Goleta and Carpinteria) – 30%; Santa Maria service area (including Orcutt and Guadalupe) – 48%; Lompoc service area (including Buellton and Solvang) – 33%.

- D. Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must also be printed in Spanish (threshold language).
- E. Services and programs offered in English must also be made available in Spanish, if clients identify Spanish as their preferred language, as specified in subsection B above.
- F. As applicable, a measurable and documented effort must be made to conduct outreach to and to serve the underserved and the non-served communities of Santa Barbara County.
- G. 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, and writing Spanish language.

## 11. COMPLIANCE PROGRAM

- A. If Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying County, Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.
- B. County shall suspend payments to Contractor when it or the State determines there is a credible allegation of fraud. Contractor shall implement and maintain arrangements or procedures that include provision for the suspension of payments to independent contractors for which the State, or County, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a), (a)(8) and 455.23.)
- C. Contractor shall notify County within 30 calendar days when it has identified payments in excess of amounts specified for reimbursements of Medi-Cal services or when it has identified or recovered over payments due to potential fraud, (42 C.F.R. §§ 438.608(a), (a)(2).) Contractor shall return any overpayments pursuant to Exhibit B, Section VI.H (Overpayments) of this Agreement.

## 12. NOTIFICATION REQUIREMENTS.

- A. Contractor shall maintain and share, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).) Contractor shall ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with this Agreement all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)
- B. Contractor shall immediately notify Behavioral Wellness Quality Care Management ("QCM") Division at 805-681-5113 in the event of:
  1. Known serious complaints against licensed/certified staff;
  2. Restrictions in practice or license/certification as stipulated by a State agency;
  3. Staff privileges restricted at a hospital;

4. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations); or
  5. Any event triggering Incident Reporting, as defined in Behavioral Wellness Policy and Procedure #28, Unusual Occurrence Incident Report.
- C. Contractor shall immediately contact the Behavioral Wellness Compliance Hotline (805-884-6855) should any of the following occur:
1. Suspected or actual misappropriation of funds under Contractor's control;
  2. Legal suits initiated specific to the Contractor's practice;
  3. Initiation of criminal investigation of the Contractor; or
  4. HIPAA breach.
- D. For clients receiving direct services from both Behavioral Wellness and Contractor staff, Contractor shall immediately notify the client's Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the client's care, or the applicable Regional Manager should any of the following occur:
1. Side effects requiring medical attention or observation;
  2. Behavioral symptoms presenting possible health problems; or
  3. Any behavioral symptom that may compromise the appropriateness of the placement.
- E. Contractor may contact Behavioral Wellness Contracts Division at [bwelcontractsstaff@co.santa-barbara.ca.us](mailto:bwelcontractsstaff@co.santa-barbara.ca.us) for any contractual concerns or issues.
- F. "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 Behavioral Wellness Compliance Hotline (805-884-6855).

### 13. MONITORING

- A. Contractor agrees to abide by the *Department of Behavioral Wellness' Policies and Procedures* referenced in Section 17 (Additional Program Requirements) and to cooperate with the County's utilization review process which ensures medical necessity, appropriateness and quality of care. This review may include clinical record review, client survey, and other utilization review program monitoring practices. Contractor shall cooperate with these programs, and will furnish necessary assessment and Client Service Plan information, subject to Federal or State confidentiality laws and provisions of this Agreement.
- B. Contractor shall identify a senior staff member who will be the designated Behavioral Wellness QCM Division contact and will participate in any provider QCM meetings to review current and coming quality of care issues.



**1. Quality Assurance Requirements.**

Contractor is permitted up to 2% of Medi-Cal program costs for quality assurance (QA) type activities. Quality assurance type activities include reviewing for compliance with:

- i. Medi-Cal documentation standards as identified in California Code of Regulations Title 9, Chapter 11 and DHCS Mental Health and Substance Abuse Disorder Information Notices;
- ii. Assessment guidelines as identified in the *Department of Behavioral Wellness Policy and Procedure #8.100 Mental Health Client Assessment*.
- iii. Client treatment plan requirements as identified in the *Department of Behavioral Wellness Policy and Procedure #8.101 Client Treatment Plans*.
- iv. Progress note requirements in the *Department of Behavioral Wellness Policy and Procedure #8.102 Mental Health Progress Notes*.

- C. Contractor shall provide a corrective action plan if deficiencies in Contractor's compliance with the provisions of the MHP or this Agreement are identified by County.
- D. County shall monitor the performance of Contractor on an ongoing basis for compliance with the terms of this Agreement. 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, and provider recertification requirements. County's Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site and/or electronic reviews of Contractor's clinical documentation.
- E. Contractor shall allow DHCS, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's, and its subcontractors', performance under this Agreement, including the quality, appropriateness, and timeliness of services provided. This right shall exist for 10 years from the term end date of this Agreement or in the event the Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. §§ 438.3(h).) If monitoring activities identify areas of non-compliance, Contractor will be provided with recommendations and a corrective action plan. Contractor shall be liable to County for any penalties assessed against County for Contractor's failure to comply with the required corrective action.



## 14. NONDISCRIMINATION.

### A. State Nondiscrimination Provisions

1. **No Denial of Benefits on the Basis of Protected Classification.** During the performance of this Agreement, Contractor and its subcontractors shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or other protected category and will not use any policy or practice that has the effect of discriminating on such basis.
2. **No Discrimination on the Basis of Health or Protected Classification.** Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, part 438.3(d)(3) and (4), and state law, the Contractor shall not, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in Santa Barbara County who require an assessment or meet medical necessity criteria for specialty mental health services. Nor shall Contractor engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.
3. **No Discrimination against Handicapped Persons.** The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
4. **Determination of Medical Necessity.** Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to California Code of Regulations, Title 9, Sections 1820.205, 1830.205 and/or 1830.210, prior to providing covered services to a beneficiary.
5. **No Discrimination under State Law.** Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said

Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

**B. Federal Nondiscrimination Provisions**

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation

at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor shall include the provisions of Paragraphs 14(B)(1) through 14(B)(7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

C. **Subcontracts.** The Contractor shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

## 15. COLLABORATIVE MEETINGS.

- A. Behavioral Wellness shall conduct a Collaborative Meeting at least annually, and more frequently, if needed, with Contractor to collaboratively discuss programmatic, fiscal, and contract matters.
- B. As a condition of funding for Quality Assurance (QA) activities, Contractor QA staff shall attend monthly County Quality Improvement Committee (QIC) meetings.

## 16. TRAINING REQUIREMENTS.

- A. Contractor shall ensure that all staff providing services under this Agreement complete mandatory trainings, including through attendance at County-sponsored training sessions as available. The following trainings must be completed at hire and annually thereafter:
  - 1. HIPAA Privacy and Security
  - 2. Consumer and Family Culture
  - 3. Code of Conduct
  - 4. Cultural Competency
  - 5. Clinician's Gateway
  - 6. County Management Information System (MIS), including the California Outcomes Measurement System (CalOMS) Treatment, for service staff who enter data into the system
  - 7. Applicable evidence-based treatment models and programs as agreed between Contractor and County in writing.

## 17. ADDITIONAL PROGRAM REQUIREMENTS

- A. **Beneficiary Handbook.** Contractor shall provide the County of Santa Barbara Beneficiary Handbook to each potential beneficiary and beneficiary in an approved method listed in the *Department of Behavioral Wellness' Policy and Procedures # 2.002 Beneficiary Informing Materials* when first receiving Specialty Mental Health Services and upon request. Contractor shall document the date and method of delivery to the beneficiary in the beneficiary's file. Contractor shall inform beneficiaries that information is available in alternate formats and how to access those formats. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26, attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e); 42 C.F.R. § 438.10.)
- B. **Written Materials in English and Spanish.** Contractor shall provide all written materials for beneficiaries and potential beneficiaries, including provider directories, County of Santa Barbara Beneficiary Handbook, appeal and grievance notices, denial and termination



notices, and Santa Barbara County's mental health education materials, in English and Spanish as applicable. (42 C.F.R. § 438.10(D)(3).) Contractor shall maintain adequate supply of County-provided written materials and shall request additional written materials from County as needed.

C. Maintain Provider Directory. Contractor shall maintain a provider directory on its agency website listing licensed individuals employed by the provider to deliver [mental health] services; the provider directory must be updated at least monthly to include the following information:

1. Provider's name;
2. Provider's business address(es);
3. Telephone number(s);
4. Email address;
5. Website as appropriate;
6. Specialty in terms of training, experience and specialization, including board certification (if any);
7. Services/ modalities provided;
8. Whether the provider accepts new beneficiaries;
9. The provider's cultural capabilities;
10. The provider's linguistic capabilities;
11. Whether the provider's office has accommodations for people with physical disabilities;
12. Type of practitioner;
13. National Provider Identifier Number;
14. California License number and type of license; and
15. An indication of whether the provider has completed cultural competence training.

D. Policy and Procedure # 3.004. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures # 3.004* on advance directives and the County's obligations for Physician Incentive Plans, as applicable.

E. Policy and Procedure # 2.001. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures # 2.001 Network Adequacy Standards and Monitoring*.

F. Policy and Procedure # 2.002. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures # 2.002 Beneficiary Informing Materials*.

G. Policy and Procedure # 3.000. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.000 Beneficiary Rights*.

H. Policy and Procedure # 4.012. Contractor shall comply with *Department of Behavioral*

*Wellness' Policy and Procedures # 4.012 Contracted Provider Relations.*

- I. Policy and Procedure # 5.008. Mandatory Trainings Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures # 5.008 Mandatory Training.*
- J. Policy and Procedure # 8.100. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures # 8.100 Mental Health Client Assessment.*
- K. Policy and Procedure # 8.101. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures # 8.101 Client Treatment Plans.*
- L. Policy and Procedure # 8.102. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures # 8.102 Mental Health Progress Notes.*
- M. Policy and Procedure # 9. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #9 Service Triage for Urgent and Emergency Conditions.*
- N. Accessibility. Contractor shall ensure that it provides physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)
- O. Hours of Operation. Contractor shall maintain hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which Contractor offers services to non-Medi-Cal beneficiaries. If Contractor only offers services to Medi-Cal beneficiaries, maintain hours of operation which are comparable to the hours Contractor makes available for Medi-Cal services not covered by County or another Mental Health Plan.
- P. Access to Routine Appointments. Contractor shall provide access to routine appointments (1st appointment within 10 business days). When not feasible, Contractor shall give the client the option to re-contact the County's Access team toll free at (888) 868-1649 and request another provider who may be able to serve the client within the 10 business day standard).
- Q. Hold Harmless. Contractor agrees to hold harmless the State and beneficiaries in the event the County cannot or does not pay for services performed by the Contractor.

**18. SIGNATURE PAD.**

- A. County shall purchase one signature pad for the duration of the term of this Agreement for each physical address identified for Contractor in this Agreement. The signature pad will be compatible with the County's Electronic Health Record (EHR) Clinicians Gateway. Contractor shall use the electronic versions of the Client Assessment, Client Plan, and Medication Consent Form to ensure a complete client medical record exists within Clinicians Gateway. Contractor shall obtain client signatures on these electronic documents using the signature pads. Upon initial purchase, County shall install the signature pads on Contractor's hardware and provide a tutorial for Contractor's staff. Contractor shall be responsible for ongoing training of new staff.

- B. In the event that Contractor damages or loses the signature pads provided by County, Contractor shall be responsible for purchasing a new Clinicians Gateway compatible signature pad as a replacement from the County inventory at the current cost of replacement. The expected life of a signature pad is a minimum of three years.

**19. STATE CONTRACT COMPLIANCE.**

- A. This Agreement is subject to any additional statutes, restrictions, limitations, or conditions enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner. Either the County or Contractor may request consultation and discussion of new or changed statutes or regulations, including whether contract amendments may be necessary.
- B. To the extent there is a conflict between federal or state law or regulation and a provision in the MHP or this Agreement, County and Contractor shall comply with the federal or state law or regulation and the conflicting Agreement provision shall no longer be in effect pursuant to the MHP, #17-94613 Exhibit E, Paragraph 7(A).
- C. Contractor agrees that DHCS, through County, has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in this Agreement and in accordance with Welf. Inst. Code § 14712(e) or other applicable statute.
- D. The following provisions of the MHP, Exhibit D(F) are hereby incorporated by reference into this Agreement: Paragraphs 5 Subcontract Requirements, 7 Audit and Record Retention, 10 Intellectual Property Rights, 11 Air and Water Pollution, 13 Confidentiality of Information, 17 Human Subjects Use, 19 Debarment and Suspension Certification, 20 Smoke-Free Workplace Certification, 24 Officials Not to Benefit, and 32 Lobbying Restrictions and Disclosure Certification.
- E. The DHCS may revoke this Agreement, in whole or in part, or may revoke the activities or obligations delegated to Contractor by the County, or pursue other remedies permitted by State or Federal law, if DHCS determines that Contractor has not performed satisfactorily. In such event, this Agreement shall be terminated in accordance with the Standard Terms and Conditions paragraph regarding Termination.

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**EXHIBIT A-2**

**STATEMENT OF WORK: MHS**

**Intensive Residential Programs**

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1. **PROGRAM SUMMARY.** Contractor operates three intensive residential programs, Alameda House, Casa Juana Maria and CG House, (hereafter “the Program”) which provide mental health services to Medi-Cal eligible adults with Serious Mental Illness (SMI). The Programs shall be licensed as an Adult Residential Facility by the California Department of Social Services Community Care Licensing Division (CCLD). The items in the contract apply to all sites unless otherwise stated. The Programs are located at:
  - A. Alameda House, 7167 Alameda Drive in Goleta, CA.
  - B. Casa Juana Maria, 106 Juana Maria Street, Santa Barbara, CA.
  - C. CG House, 224 Cottage Grove, Santa Barbara, CA.
  
2. **PROGRAM GOALS.**
  - A. Maintain the client’s residential placement at the lowest appropriate level, and/or enable client to successfully move to a lower level of care;
  - B. Connect clients to social services and community resources;
  - C. Assist clients with developing independent living skills and psychological and social skills necessary for recovery;
  - D. Provide 24/7 in-person supports to manage crisis;
  - E. Connect clients to social services and community resources;
  - F. Successfully engage and stabilize clients transitioning from Institutes for Mental Diseases (IMDs), Acute Care Facilities or other residential settings; and
  - G. Provide an environment for restoration of client competency for trial in a controlled, out-patient setting, as applicable (Applicable to Cottage Grove).
  
3. **SERVICES.** Contractor shall provide twenty-four (24) hour per day, seven (7) days per week psychiatric rehabilitation, residential care and room and board for clients placed at the Program as described in Section 8 (Referrals). For the Program, the Contractor shall provide services at the Recovery Learning Center (Exhibit A-2 MH) and at the Houses, as applicable, with transportation between locations provided by Contractor as described in Section 3.G (Transportation).
  - A. Contractor shall provide the following mental health services, as needed and indicated on the Client Service Plan (see Section 9 Documentation Requirements), to Program clients:



- i. **Case Management.** Case Management means services that assist a client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The services 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. (CCR, Title 9, Section 1810.249).
- ii. **Collateral.** Collateral services are delivered to a client's significant support person(s) for the purpose of meeting the mental health needs of the client and achieving the goals of the Client Service Plan, as defined in Title 9 CCR Section 1810.206. A significant support person is a person who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians or representatives of a client, a person living in the same household as the client, the client's spouse, and the relatives of the client, as defined in Title 9 CCR Section 1810.246.1. 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.
- iii. **Crisis Intervention.** Crisis intervention is a service lasting less than 24 hours, to or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit, as defined in Title 9 CCR Section 1810.209. Service activities include, but are not limited to: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site and staffing requirements as defined in Sections 1840.338 and 1840.348 (CCR). Contractor shall be available 24 hours per day, 7 days per week to provide crisis intervention services.
  - a. When clients have an emergent need while at the Program, Contractor shall work to manage the client's needs to prevent crisis. If crisis assistance is needed, Contractor will work directly with Behavioral Wellness crisis service teams and/or mental health clinic staff to engage in a supported response to the client's needs.
  - b. Contractor shall ensure availability of telephone and face-to-face contact with clients 24 hours per day, seven days per week to respond to requests by Behavioral Wellness in the event that specialized knowledge from the Program is required. Response to Behavioral Wellness may be by both telephone and in person. If a physical response is required, staff shall arrive no later than 30 minutes from the time of the call.
- iv. **Plan Development.** Plan development consists of developing client plans, approving client plans, and/or monitoring the client's progress, as defined in Title 9 CCR Section 1810.232.
- v. **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 (excludes services provided under Medication Support, as defined in Title 9 CCR Section 1810.225), as defined in Title 9 CCR Section 1810.243.

**B. Activities of Daily Living.** Contractor shall provide Activities of Daily Living (ADL) support, including:

- i. Assisting clients in developing and maintaining knowledge of medications, skills in self-administration of medication and compliance with medication treatment;
- ii. Accessing and using laundry facilities (both in-home and coin-operated facilities);
- iii. Maintaining clean and well-kept living quarters, this shall include assigning household chores to be completed weekly;
- iv. Practicing good personal hygiene; including physical health, such as hygiene, prevention and management of medical condition(s);
- v. Scheduling and keeping appointments; and
- vi. Learning and practicing psychosocial skills, such as effective interpersonal communication and conflict resolution.

**C. Budgeting.** Contractor shall assist client with developing individual budgets based on income and expenses and assisting clients with managing finances, including bill-paying and living on fixed incomes.

- i. Contractor shall work with client to collect payment for housing expenses through Social Security Insurance (SSI) or other client resources.

**D. Cooking and Meal Planning.** Contractor shall assist clients develop skills related to cooking and meal planning, including:

- i. Learning and developing healthy eating habits;
- ii. Learning to maintain a safe and sanitary kitchen; and
- iii. Shopping for and preparing meals with the assistance of Program staff.

**E. Skill Building.** Contractor shall provide skill building in Social and Recreational Activities, including:

- i. Providing structured direction so clients learn how to engage in group activities that can provide meaningful social connections with others.
- ii. Providing structured direction so clients learn how to engage in community activities to prepare for more independent living.
- iii. Assisting clients to:

- a. Identify, access and independently participate in social and/or recreational activities in the community with the goal of encouraging and promoting positive interaction with others, physical exercise and participating in health-related activities;
  - b. Develop conversational skills; and
  - c. Access activities that are cost-appropriate to the client's budget.
- iv. Instructing clients how to access necessary services for routine, urgent, or emergency needs. Contractor shall assist clients in learning how to access community services for on-going supports (i.e. alcohol and drug programs, outpatient mental health treatment services, routine medical services, etc.), Mobile Crisis for psychological emergencies, and hospital emergency rooms for medical emergencies.
  - v. Assist clients in developing skills to use natural supports for transportation and community recreational resources (e.g. YMCA, Adult Education, etc.) which afford clients opportunities to practice the skills they are developing and/or learning.
  - vi. Contractor shall provide family psychoeducational activities such as education to the family regarding mental illness, medications, and recognizing symptoms.
  - vii. Contractor shall provide work-related support services to help clients who want to find and maintain employment in community-based job sites as well as educational supports to help clients who wish to pursue the educational programs necessary for securing a desired vocation.
    - a. Program staff shall assist clients to find employment that is part- or full-time, temporary or permanent, based on the unique interests and needs of each client. As often as possible, however, employment should be in real life, independent integrated settings with competitive wages.
    - b. Services shall include but not be limited to:
      - 1. Assessment of the effect of the client's mental illness on employment or educational learning, with identification of specific behaviors that interfere with the client's work or learning performance and development of interventions to reduce or eliminate those behaviors;
      - 2. Development of an ongoing supportive educational or employment rehabilitation plan to help each client establish the skills necessary to find and maintain a job or to remain in an educational setting;
      - 3. Individual supportive therapy to assist clients to identify and cope with symptoms of mental illness that may interfere with work performance or learning; and
      - 4. Work-related supportive services, such as assistance with grooming or personal hygiene, securing of appropriate clothing, wake-up calls, transportation, etc.

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

- i. Medical and dental services (e.g. having and effectively using a personal physician and dentist);
- ii. Financial entitlements;
- iii. Social services; and
- iv. Legal advocacy and representation.

G. **Transportation.** Contractor shall provide transportation for Program clients including

- i. Transporting to and from the Recovery Learning Center at the Fellowship Club and to behavioral health appointments.
- ii. Assisting clients to access needed community resources, through use of Contractor's van, including, but not limited to:
  - a. Medical and dental services (e.g. having and effectively using a personal physician and dentist).

H. **Vocational Skills.** Contractor shall assist clients in improving and enhancing their vocational skills, such as:

- i. Accessing and using public transportation;
- ii. Accessing and using public libraries; and
- iii. Accessing and using educational and vocational resources (i.e. community colleges, Vocational Rehabilitation, etc.)

#### 4. **SERVICES PROVIDED BY BEHAVIORAL WELLNESS**

A. **Competency Restoration Services.** County Justice Alliance Team members shall provide regular competency restoration services and training to Program clients ordered to competency restoration pursuant to California Penal Code Section 1370.01 on an outpatient basis (Applicable to Alameda House).

- i. County staff will be responsible for communicating with the courts, including court personnel, and attorneys regarding client treatment status, progress and coordination of services;
- ii. County staff will be responsible for transporting clients to and from Court appearances; and
- iii. When County staff determines that a Program client's trial competence has been restored, County will place the client's case on the Court calendar and submit a certificate of competence to the Court. If County staff determines that the client is unlikely to be restored to competence in the foreseeable future, County will place the



client's case on the Court calendar and submit to the Court a written opinion regarding lack of restorability to competence. Upon adjudication from the Court, the County will proceed to discharge the client from the Program, as outlined in Section 10 (Discharge Plan).

- B. **Specialty Outpatient Mental Health Services.** County shall provide the following services to clients in the Program, either at Behavioral Wellness clinics or in the field:
- i. **Assessment.** Assessment is designed to evaluate the current status of a client's mental, emotional or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the client's clinical history; analysis of relevant cultural issues and history; diagnosis; and use of testing procedures, as defined in Title 9 CCR Section 1810.204;
  - ii. **Client Service Plan Development.** Client Service Plan (CSP) development consists of developing client plans, approving client plans, and/or monitoring the client's progress, as defined in Title 9 CCR Section 1810.232;
  - iii. **Medication Support Services.** Medication support services are services that include prescribing, administering, dispensing and monitoring psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. Service activities include but are not limited to, evaluation of the need for medication; evaluation of clinical effectiveness and side effects; the obtaining of informed consent; instruction in the use, risks and benefits of and alternatives for medication; and collateral and plan development related to the delivery of the service and/or assessment of the client, as defined in Title 9 CCR Section 1810.225; and
  - iv. **Therapy.** Therapy is a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments, as defined in Title 9 CCR Section 1810.250. Therapy may be delivered to an individual or group and may include family therapy at which the client is present.

## 5. CLIENTS.

- A. **Cottage Grove -** Contractor shall provide the services described in Section 3 to a caseload of six (6) clients at Alameda House who are any of the following:
- i. Have been charged with a misdemeanor offense and found incompetent to stand trial (IST) and have been approved by the Superior Court as appropriate for outpatient restorative treatment;
  - ii. Adults with SMI who have been placed on LPS Conservatorship, do not require acute inpatient treatment, and are awaiting long-term placement at another facility; or
  - iii. Conserved individuals with SMI who are transitioning from out of county LPS facilities, or IMDs or other residential living settings.

Contractor acknowledges that multiple barriers to successful functioning are common in this group and may include: co-occurring substance abuse or dependence, homelessness, unemployment, out-of-control illness management, frequent and persistent use of hospital emergency departments and

inpatient psychiatric treatment, and problems with the legal system.

**B. Casa Juana Maria and Alameda House** - Contractor shall provide the services described in Section 3 to a caseload of (6) clients at Casa Juana Maria six (6) clients at CG House.

- i. Clients shall be individuals with SMI whose symptoms of mental illness cause the most substantial levels of disability and functional impairment. Due to the severity of the clients' symptoms and functional issues, individuals who receive these services are in the greatest need of rehabilitative services in order to live successfully in the community and achieve their personal recovery goals. Multiple barriers to successful functioning are common in this group and may include: co-occurring substance abuse or dependence, homelessness, unemployment, out-of-control illness management, frequent and persistent use of hospital emergency departments and inpatient psychiatric treatment, and problems with the legal system. Priority of population served will include individuals with SMI who are transitioning from or at risk of placement at Institutions for Mental Disease (IMDs), acute inpatient facility settings or other residential living settings.
- ii. County shall be responsible to open Mental Health Services Act (MHSA)-funded clients to Full Service Partnership programs concurrently with placement in Contractor's program, as applicable.

#### 6. **ADMISSION CRITERIA.**

- A. Program clients should have symptoms that seriously impair their functioning in independent living community settings. Because of mental illness, the client has substantial disability and functional impairment as indicated by client's assessment and previous treatment history; and
- B. Priority should be given to clients with long term psychiatric disabilities such as schizophrenia, other psychotic disorders and bipolar disorders.

#### 7. **LENGTH OF STAY/SERVICE INTENSITY.** Contractor shall work with County to develop and attain goals for assisting clients to move to lower levels of supportive housing or community support.

- A. **Cottage Grove** - County will use its best efforts to ensure that clients referred to the Program stay no longer than six (6) months.
  - i. Contractor and County shall review cases every ninety (90) days, to include CSP development and amendment by County in collaboration with Contractor, assessing effectiveness of interventions, and discharge planning.
- B. **Casa Juana Maria and Alameda House** - Contractor and County shall review cases every ninety (90) days, to include Client Service Plan (CSP) development, effectiveness of interventions and discharge planning.

## 8. REFERRALS.

A. **County Behavioral Wellness** - Psychiatric Health Facility (PHF) Medical Director, Regional Manager or designee shall do the following:

- i. Review open cases to determine those appropriate for placement; and
- ii. Send a Patient Referral Packet, described in Section 8.D, and other available documentation necessary to evaluate the client's appropriateness for the Program, to Contractor.

B. **Contractor shall:**

- i. Admit clients seven (7) days per week;
- ii. Admit and provide services to clients referred by Behavioral Wellness in order for those services to be reimbursed by County; and
- iii. Admit IST clients who have been approved by the Superior Court for outpatient competency restoration services shall be prioritized for placement (applicable to Alameda House only).

C. **Admission Process.** Contractor shall:

- i. Notify County that a program slot has been vacated as described in Section 10 (Discharge Plan).
- ii. Respond to referrals within five (5) days from the date of receipt of the referral.
- iii. Interview client referred by County. Referrals may also require CCLD approval if there is an exception needed for admission for residential treatment.
- iv. In the event a referral is not accepted per Section 8.E (Exclusion Criteria and Process), notify County of the reason for not accepting the referral.

D. **Referral Packet.** Contractor shall maintain a referral packet within its files (hard copy or electronic), for each client referred and treated. Any items provided in hard copy that are also available in the Behavioral Wellness Medical Record system shall be shredded by Contractor upon opening the client to the program; in compliance with HIPAA. The Referral Packet shall contain each of the following:

- i. A copy of the County referral form;
- ii. A client face sheet listing all of the County programs that the client has been admitted to over time, and is currently admitted to, including hospitalizations;
- iii. Any custody records and any inpatient full commitment packets, including court reports, police reports, psychological evaluations and court orders (if applicable);

- iv. A copy of the most recent comprehensive assessment or assessment update; including Intake and admissions assessment and psychological assessment Discharge plan;
  - v. A copy of the most recent medication record Medi-Cal Eligibility Database Sheet (MEDS), and health questionnaire to include TB screening.
    - a. It is Contractor's responsibility to verify continued Medi-Cal eligibility as described in Exhibit A-Mental Health Statement of Work, Section 6;
  - vi. A copy of the currently valid Client Service Plan (CSP) indicating the goals for client enrollment in the Program and identifying Contractor as service provider;
  - vii. Client Program Agreement outlining the terms and conditions of participation in the Program (applicable to Cottage Grove); and
  - viii. Other documents as reasonably requested by Contractor or County.
- E. Exclusion Criteria and Process.** On a case-by-case basis, the following may be cause for client exclusion from the Program, subject to approval by the Behavioral Wellness Regional Manager, PHF Medical Director or other designee in collaboration with Contractor:
- a. Individuals with restricted health conditions as defined by Adult Residential Facilities policies, CCLD or have a history of fire setting within the last five years and those who are not classified as "ambulatory" will be excluded from Program participation in accordance with licensing requirement;
  - b. Individual's recent history (conviction or charges within the past sixty (60) months) of violent crime or sexual predation, unless agreed upon by both parties; and
  - c. Individuals with Anti-Social Personality Disorder or at risk of self-harm, unless agreed upon by both parties.

## 9. DOCUMENTATION REQUIREMENTS.

- A. Behavioral Wellness Client Service Plan (CSP).** The Behavioral Wellness Treatment Team shall:
- i. Complete a CSP in collaboration with Contractor for each client receiving Program services in accordance with the Behavioral Wellness Clinical Documentation Manual, available at <http://countyofsb.org/behavioral-wellness>;
  - ii. The CSP will provide overall direction for the collaborative work of the client, the Program and the County Justice Alliance Team, as applicable; and
  - iii. Provide the revised CSP to Contractor's staff as CSPs are amended and updated.



**B. Contractor shall:**

- i. Verify the presence of a current, valid, active Client Service Plan and ensure that the services provided by Contractor are authorized by the Client Service Plan;
- ii. **Action Plan.** Provide a copy of the individualized plan with specific rehabilitation goals the Contractor is working on with the client to the client's Behavioral Wellness Treatment Team.
  - a. The individualized plan will be developed collaboratively with Contractor, Behavioral Wellness Treatment Team, and client.
  - b. Provide services as determined by each client's CSP and Action Plan.
  - c. Complete the Action Plan within 30 days of client's enrollment into the Program and align the Action Plan with the overall goals of the client's CSP.
  - d. Provide copies of clients' Action Plans to Behavioral Wellness upon completion and upon any further updates or revisions, as applicable.

10. **DISCHARGE PLAN.** The Behavioral Wellness Treatment Team shall work closely with each client and with Contractor's Program staff to establish a written discharge plan that is responsive to the client's needs and personal goals. Behavioral Wellness will be responsible for the arrangement placement of the client upon discharge.

- A. Behavioral Wellness Treatment Team shall participate in the development of discharge plans, and shall provide assistance to clients in completion of their plan.
- B. Contractor and County shall collaborate in planning for discharge and transition.
- C. Contractor shall notify Behavioral Wellness immediately of any decision to discharge or evict.
- D. The discharge plan shall be documented in the Behavioral Wellness Management Information System (MIS) system.
- E. Clients and their families shall be involved as much as possible in the discharge and graduation process.
- F. Contractor shall notify County of final discharge date immediately.
- G. Residential clients may be discharged by Contractor according to CCLD requirements.
- H. For Cottage Grove, the client will be discharged from the Program as soon as possible upon adjudication by the Superior Court, if:
  - i. Competency has been restored; or
  - ii. A client cannot be restored to competency within the foreseeable future.

11. **STAFFING.** For all programs, Contractor shall abide by CCLD staffing requirements for 24/7 coverage with on-call staff as necessary for emergency situations. Contractor shall employ staff in the positions listed following, at the approximate Full Time Equivalent (FTE) levels indicated for each program:

FY 18-19

A. **Alameda House** - Contractor shall establish and employ a service delivery team for the program, with 6.475 Full Time Equivalent (FTE) as follows:

- i. 0.3 FTE Residential Service Manager, defined in section 11.D
- ii. 0.50 FTE Residential Administrator , defined in section 11.E
- iii. 3.75 FTE Direct Care Workers, defined in section 11.F
- iv. 1.25 FTE Consumer Family Peer Direct Care Workers , defined in section 11.F
- v. .125 FTE Clinician defined in section 11.H
- vi. 0.5 FTE Transportation Coordinator, defined in section 11.G
- vii. 0.05 FTE Operations Coordinator, defined in section 11.G

FY 19-20

B. **Alameda House** - Contractor shall establish and employ a service delivery team for the program, with 6.265 Full Time Equivalent (FTE) as follows:

- i. 0.25 FTE Residential Service Manager, defined in section 11.D
- ii. 0.50 FTE Residential Administrator , defined in section 11.E
- iii. 3.75 FTE Direct Care Workers, defined in section 11.F
- iv. 1.25 FTE Consumer Family Peer Direct Care Workers , defined in section 11.F
- v. .125 FTE Clinician defined in section 11.H
- vi. 0.05 FTE Operations Coordinator, defined in section 11.G
- vii. 0.34 FTE Transportation Coordinator, defined in section 11.G

C. **Casa Juana Maria** - Contractor shall establish and employ a service delivery team for the program, with 5.925 Full Time Equivalent (FTE) as follows:

- i. 0.25 FTE Residential Service Manager, defined in section 11.D

- ii. 0.50 FTE Residential Administrator, defined in section 11.E
- iii. 3.75 FTE Direct Care Workers, defined in section 11.F
- iv. 1.25 FTE Consumer Family Peer Direct Care Workers, defined in section 11.F.
- v. 0.05 Operations Coordinator, defined in section 11.G
- vi. 0.125 Clinician, defined in section 11.H

D. **CG House** - Contractor shall establish and employ a service delivery team for the program, with 6.255 Full Time Equivalent (FTE) as follows:

- i. 0.25 FTE Residential Service Manager, defined in section 11.D
- ii. 0.50 FTE Residential Administrator, defined in section 11.E
- iii. 3.75 Direct Care Workers, defined in section 11.F
- iv. 1.25 FTE Consumer Family Peer Direct Care Workers, defined in section 11.F.
- v. 0.33 FTE Transportation Coordinator/Direct Care Worker, defined in section 11.G.
- vi. 0.05 FTE Operations Coordinator, defined in section 11.I
- vii. 0.125 FTE Clinician, defined in section 11.H

E. Residential Service Manager: This position shall act as the Program Supervisor shall be a licensed/waivered/registered a MHRs. The Residential Service Manager shall have a M.A. degree in a related field at least two years of direct experience working with adults with serious mental illness, including at least two years of residential and program management and or supervisory experience in a mental health setting. In addition, the Residential Service Manager shall perform the following duties:

- i. Provide overall Program Supervision;
- ii. Develop and maintain facility standards of care congruent with the population seeking placement;
- iii. Coordinate admissions with administrator and Clinician including supervising assessments, care plans and move-ins; and
- iv. Oversee client admission interviews.

F. Residential Administrator is the ARF CCLD Administrator of the Program. The Administrator shall have an ARF certification and at least two years of direct experience working with adults with serious mental illness, Coordinate and develop facility policies and procedures of care congruent with the population seeking placement with Residential Service Manager;

- i. Maintain the facility in compliance with all CCLD, local, state and federal

requirements; and

- ii. Maintain sound practices and procedures for individual client care and individualized plans for clients.
- G. Direct Care Workers and Consumer Family Peer Direct Care Workers (including Direct Care with CCL Administrator certification). Direct Care workers shall be at minimum Mental Health Workers, as defined in the Behavioral Wellness Credentialing Policy and Procedure 4.015. Direct Care workers shall perform the following duties:
- i. Assist with activities of daily living, including passing out medication as assigned, following facility protocol, licensing regulation and guidelines for both client and employee safety;
  - ii. Follow safety guidelines in the facility, including universal precautions when providing care to the clients; and
  - iii. Follow the individual service plan and individual program plan for each client.
  - iv. Those assigned as Consumer Family Peers should be individuals with lived experience or family/care givers of those with lived experience. Programming should include peer groups and activities that embody recovery, resilience, and wellness principles.
- H. Transportation Coordinator shall perform the following duties:
- i. Provide transportation to clients as delegated by Residential Service Manager
  - ii. Follow safety guidelines in the facility;
  - iii. Follow the individual service plan and individual plan for each client; and
  - iv. Function as a team member, assisting coworkers as the need arises.
- I. Clinician: LCSW, LMFT, LPCC or Clinical Psychologist licensed by state of California, current and in good standing. Minimum of three years working with mentally ill/ substance abuse population.
- J. Operations Coordinator: Meets criteria for Mental Health Rehabilitation Specialist (MHRS) and provides oversight and guidance to the teams on fulfilling all job duties and required programmatic requirements.



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**EXHIBIT A-3**

**STATEMENT OF WORK: MHS**

**Recovery Learning Center and Client-Led Program Computer Lab**

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1. **PROGRAM SUMMARY:** The Santa Barbara Client-Led Program (hereafter “the Program”) provides a combination of wellness and recovery-oriented services to persons with severe mental illness (SMI) (hereafter “clients”) and their families (collectively referred to hereafter as “Participants”). The Program is located at 617 Garden Street, Santa Barbara, California. The Program shall provide services designed and led by clients and shall be responsible for developing and supporting the following:
  - A. Peer-led wellness and recovery-oriented groups and trainings, as well as one-to-one peer support;
  - B. Assistance to persons with mental illness to develop social relationships and activities in the community;
  - C. Connections among individuals living with mental illness;
  - D. Peer support competencies and leadership skills for those clients interested in achieving these goals;
  - E. Family support and empowerment activities, such as family support groups;
  - F. Resource information for community members, clients, and families of individuals with mental illness, to increase understanding of mental illness and bolster the community’s ability to support persons with mental illness; and
  - G. A Computer Lab in a dedicated room separate from the general area of the Recovery Learning Center (RLC) which can be secured when the Lab is closed in accordance with the Mental Health Services Act (MHSA) Capital Facilities and Technology Plan. The Computer Lab shall:
    - i. Focus on client and family empowerment, training, education and information accessibility; and
    - ii. Enable clients to acquire skills that improve the opportunities for education and gainful employment.
2. **SERVICES.** Contractor shall provide a Program that is client-designed and client-led. Program staff shall assure a comfortable, supportive, culturally competent approach through which Participants will receive peer support, participate in learning opportunities, social activities and meaningful interactions with others. In addition, Contractor shall continue to collaborate with Behavioral Wellness and selected Participants in on-going development of the Program.

- A. Contractor shall provide intern placement opportunities for peer recovery staff trained through the MHSA Workforce Education and Training Program;
- B. Contractor shall provide mentoring, management, and leadership opportunities for peer recovery staff and other interested Participants that will enhance Program oversight. Program staff shall assist Participants in developing proposals for Program activities, and reach out to clients involved in the planning process, in a respectful, receptive environment;
- C. Contractor shall provide activities designed to promote mental health recovery, social interaction and independence. These include programs in interpersonal relationships, effective communication and conflict resolution, accessing community resources (therapeutic, health, vocational, educational), and strengthening bonds with family, friends and significant others. Wellness Recovery Action Plan (WRAP) groups will be run on a regular basis by peer recovery staff. Contractor shall offer oversight for Participant-prepared presentations;
- D. Program will function as a client-operated program with peer recovery staff and other Program staff providing positive and inspirational role models for others;
- E. Contractor shall collaborate with County and the Santa Barbara County Peer Guidance Council in the on-going development of the Program. Contractor shall attend monthly meetings with the County and Santa Barbara County Peer Guidance Council to foster continued program development, determine the recovery-oriented groups and activities to be developed, ensure that recovery-oriented groups and activities are developed or identified for the mono-lingual Spanish speaking Participants, interview and select Participants who will lead groups or activities at the program, and develop incentives to encourage participation. Attend and meet quarterly with Peer Guidance Council to confer on Program design.
- F. Contractor shall facilitate participant-led (volunteer) led groups focusing on various topics and activities, based on the interests and skills of the Participants. These groups, such as WRAP, peer support groups, benefits planning and career exploration, will provide a structured opportunity for Participants to learn new skills, interact with one another, and learn about accessing of community resources. In particular, there will be an emphasis on bilingual presentations. Families will be referred to the Family Partner program for services and support groups. The Program will have a resource list available to family members;
- G. Contractor shall encourage Participants to share in the upkeep of the physical location which serves as a “hub” for the overall Program, via the current system as designed by the Client Advisory Council;
- H. Contractor shall work with the local community to obtain support for activities in the form of in-kind donations and financial support; and
- I. Contractor shall assist in creating an informational resource hub for community resources and activities, and will provide a resource list, in English and Spanish, that is available to participants.
- J. Contractor shall operate the RLC Computer Lab as follows:

- i. The RLC Computer Lab shall be open not less than 15 hours per week, including formal computer classes.
  - ii. Contractor shall recruit for and hire peers as Computer Lab Technicians. Duties of Computer Lab Technicians shall include, but not limited to:
    - 1. Supervise use of the computers and provide technical support to Computer Lab users;
    - 2. Provide general oversight of operation of the Computer Lab, including welcoming users, keeping equipment in good working order and keeping the room(s) clean and organized;
    - 3. Teach an Introduction course for participants who are interested in using the Computer Lab;
3. **HOURS.** The Center will be open a minimum of 30 hours per week. From time to time, Contractor may change operating hours in response to client demand; Contractor shall notify County of such changes by providing a schedule of operating hours. Additional activities of the Program are expected to occur outside of the Center hours.
4. **STAFFING.** Contractor shall provide 3.55 FTE as an appropriate mix of full time, part-time, and volunteer staff to provide Participant- desired events and services.
- A. Contractor shall employ 2.0 FTE Peer Facilitators to mentor Participants and coordinate on-site development and governance. These staff will be Mental Health Workers, as defined in the Behavioral Wellness Credentialing Policy and Procedure 4.015.
  - B. Contract shall employ 1.0 FTE Peer Program Manager. The Program Manager shall:
    - i. Have at least two years of direct experience working with adults with serious mental illness, including at least one year of program management or supervisory experience in a mental health setting.
  - C. During situations when primary staff is absent, depending on availability, Contractor may choose to cover some of the program hours with volunteers or relief workers paid via incentive cards or stipends.
  - D. Staff shall have experience in leading client activities and demonstrate responsiveness to Participant issues and concerns.
  - E. Contractor shall ensure the Computer Lab is staffed by a 0.5 FTE Computer Lab Technician at all times during operating hours.
  - F. .05 FTE Operations Coordinator meets criteria for Mental Health Rehabilitation Specialist (MHRS)

5. **EQUIPMENT AND SUPPLIES.** As space permits, the RLC Computer Lab will accommodate up to ten (10) computers and associated equipment, as follows:

A. Contractor Equipment.

- i. Contractor shall maintain the following items, as specified by the Behavioral Wellness designated staff:
  - a. Network capable, heavy-duty cycle printer;
  - b. Large screen TV, to be used for presentations during classes; and
  - c. Contractor shall be responsible to purchase supplies and any replacement parts necessary for ongoing operation of the Computer Lab, to include printer cartridges, paper, cleaning supplies, etc.
- ii. Hardware purchased through this Contract shall be the property of the County and depreciated in accordance with generally accepted accounting practices. If the Computer Lab ceases operation or if the Agreement is terminated before the hardware is fully depreciated, Contractor shall return hardware to County.

6. **REPORTS.**

- A. Contractor shall submit quarterly reports to County which shall be received by County no later than twenty (20) calendar days following the end of the quarter being reported. Contractor shall track and report the number of unduplicated computer lab users, by month; the number of computer classes offered; and the number of computer class participants, both duplicated and unduplicated.
- B. Additional Reports. Contractor shall maintain records and make statistical reports as required by County and the California State Department of Health Care Services or other State agency, on forms provided by either agency. Upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.

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

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

8. **MONITORING.** Contractor, in collaboration with the Behavioral Wellness Adult Division Chief and the MHSA Program Manager, shall develop regular meeting schedules and agenda content consistent with MHSA requirements.



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**EXHIBIT A-4**

**STATEMENT OF WORK: MHS**

**Family Advocate**

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1. **PROGRAM SUMMARY.** Family Advocate (hereafter “the Program”) provides outreach, linkage to care and recovery-oriented activities to family members of clients, defined as persons living with Serious Mental Illness (SMI), in Santa Barbara. The Program will be headquartered at 617 Garden Street, Santa Barbara, California.
2. **SERVICES.**
  - A. Contractor shall provide an appropriate combination of services individualized to meet each family member’s needs to equip family members to support clients to achieve and sustain recovery.
  - B. Contractor shall provide services to families including, but not limited to:
    - i. Outreach to under-served families and linkage to care;
    - ii. Recovery-oriented supports and services, such as family support groups;
    - iii. Recovery-oriented tools and education, and family education programs such as Family-to-Family;
    - iv. Crisis support and training on client and family member issues; and
    - v. Collaboration with the Justice Alliance staff, and Behavioral Wellness clinical teams.
  - C. The Contractor shall, as an outreach and engagement initiative, build relationships with families currently receiving little or no service.
  - D. The Contractor shall work closely with the Behavioral Wellness Consumer Empowerment Manager.
  - E. Contractor shall attend all regularly scheduled Program staff meetings.
3. **CLIENTS/PROGRAM CAPACITY.** Contractor shall provide the services described in Section 2 to 125 family members of adults/older adults with SMI per quarter and approximately 200 unduplicated family members annually. The program may serve family members of adults with co-occurring substance abuse conditions.
4. **REFERRALS.**
  - A. **Admission criteria and process.**
    - i. Contractor shall engage family members and clients referred by Community agencies, NAMI and the County,

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

## 5. STAFFING.

### FY 18-19

- A. Contractor shall employ 0.80 FTE Family Advocate, who is a family member of individuals with serious mental illness. The Family Advocate shall function as a liaison with family members, care givers, clients, County, local National Association of Mental Illness (NAMI) groups, and other County treatment contractors to provide support, education, information and referral, and community outreach for clients' families.

### FY 19-20

- B. Contractor shall employ .08 FTE Family Advocate, who is a family member of individuals with serious mental illness. The Family Advocate shall function as a liaison with family members, care givers, clients, County, local National Association of Mental Illness (NAMI) groups, and other County treatment contractors to provide support, education, information and referral, and community outreach for clients' families.
- C. Contractor shall employ 0.025 FTE Operations Coordinator who will oversee the program, data and supervision of program.
- D. Contractor shall work closely with other Program staff hired by the County, including Peer Recovery Specialists, who are or have been recipients of mental health services for serious mental illness. Peer Recovery Specialists provide essential expertise and consultation to the entire team to promote a culture in which each client's subjective experiences, points of view and preferences are recognized, respected and integrated into all treatment, rehabilitation and support services. Peer Specialists participate in all program planning processes and provide direct services in the community that promote client self-determination and decision-making.

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**EXHIBIT A-5**  
**STATEMENT OF WORK: MHS**  
**De La Vina House**

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1. **PROGRAM SUMMARY.** Contractor shall provide administrative oversight to operate the De La Vina House (hereafter “the Program”), a permanent housing facility utilizing the Housing First Model for chronically homeless individuals who meet Continuum of Care (Shelter Plus Care) eligibility and are referred by a Behavioral Wellness Homeless Outreach Worker. The program will provide permanent housing located at 521 De La Vina, Santa Barbara, California 93101.
2. **PROGRAM GOALS.**
  - A. To place chronically homeless individuals into stable housing; permanent, affordable housing as quickly as possible;
  - B. Coordinate services with Behavioral Wellness clinic staff; and
  - C. Achieve and maintain stable/permanent housing for clients.
3. **SERVICES.** Contractor shall provide an appropriate combination of staff that shall be responsible to provide oversight and administration for the coordination of services designed to empower residents to retain permanent residency. Contractor shall provide:
  - A. Five (5) single room occupancy permanent housing slots; and
  - B. Linkage to services for clients residing at the Program.
4. **CLIENTS.** Contractor shall provide services as described in Section 3 (Services) to:
  - A. Five (5) clients who are age 18 or over, referred by a Behavioral Wellness Homeless Outreach Worker as described in Section 5 (Referrals).
  - B. Clients must:
    - i. Be willing to sign a one year lease and enter the house voluntarily;
    - ii. Accept the House Rules of Conduct;
    - iii. Meet Continuum of Care (Shelter Plus Care) eligibility; and
    - iv. Be mutually agreed upon by Contractor and Behavioral Wellness staff.
5. **REFERRALS.** Contractor shall receive referrals from Behavioral Wellness Homeless

Outreach Workers or other Behavioral Wellness Contract providers.

**6. 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 client's eligibility for payor source including Social Security Insurance (SSI) and other client resources.
- C. Contractor shall admit eligible clients referred by sources described in Section 5 (Referrals) unless the client meets one or more conditions specified in Section 7 (Eviction Criteria), 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:
  - i. Consent to Program rules and guidelines, signed by client;
  - ii. Release of information form, signed by client;
  - iii. Financial assessment and contract for fees;
  - iv. Personal and demographic information of client, as described in State of California Alcohol and/or Other Drug Program Certification Standards that may include
    - a. Social, economic and family background;
    - b. Education;
    - c. Vocational achievements;
    - d. Criminal history, legal status;
    - e. Medical history;
    - f. Drug history; and
    - g. Previous treatment.
  - v. Emergency contact information for client.

**7. EVICTION CRITERIA:** Contractor may, on a case-by-case basis, terminate a client's lease or evict a client from the program during the term of the lease (the initial term of the lease or any extension term) in accordance with lease and HUD requirements listed following:

- A. Serious or repeated violation of the lease terms;
- B. Violation of Federal, State, or local law that imposes obligations on the tenant in



connection with the occupancy or use of the unit and the premises;

C. Criminal activity, including activity by a client, or by a client's guest or by any other person under a client's control, involving any of the following:

- i. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
- ii. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
- iii. Any violent criminal activity on or near the premises;
- iv. Any drug-related criminal activity on or near the premises;
- v. Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under California law, or under the laws of the State from which the individual flees, (or in the case of the State of New Jersey, commits a high misdemeanor);
- vi. Violating a condition of probation or parole under Federal or State law;
- vii. Criminal activity by a household member in accordance with this section if the Contractor's determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

D. Alcohol or substance abuse to include:

- i. If a client has engaged in abuse of alcohol or substances that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

E. Other good cause for termination of tenancy must be based on something the Client tenant does or fails to do, and may include any of the following:

- i. Disturbance or neighbors;
- ii. Destruction of property;
- iii. Living or housekeeping habits that cause damage to the unit or premises;
- iv. The tenant's failure to accept the Contractor's offer of a new lease or revision;
- v. The Contractor's desire to use the unit for personal or tenant use or for a purpose other than use as a residential rental unit (Behavioral Wellness will no longer provide funding

if there is no longer tenant availability as specified in Section 4 (Clients);

- vi. A sale of the property, renovation of the unit, (with adequate notice given to the client tenant and Behavioral Wellness);
- vii. The Contractor's desire to rent the unit for a higher rent; and
- viii. The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

**8. DOCUMENTATION REQUIREMENTS.**

A. Contractor shall provide a quarterly report to Behavioral Wellness including, but not limited to, the following information:

- i. Number of beds/units provided;
- ii. Number of clients in stable/permanent housing; and
- iii. Number of evictions.

9. **STAFFING.** Contract will provide the following Full-Time Equivalent (FTE) staffing levels, based on a 40-hour work week:

FY 18-19

A. 0.025 FTE live in Property Residential Manager who shall:

- i. Reside at the facility;
- ii. Perform light physical maintenance of the home;
- iii. Perform basic shopping for supplies and food;
- iv. Perform light housekeeping duties;
- v. Conduct weekly resident meetings;
- vi. Respond to problem's related to tenant housing;
- vii. Document and track incidents;

B. 0.50 FTE Resident Liaison who will provide the following:

- i. Linkage to community resources, where appropriate.

C. 0.25 FTE Operations Coordinator who will oversee the program, data and operation of the facility.

FY 19-20

D. 0.5 FTE live in Property Residential Manager who shall:

- i. Reside at the facility;
- ii. Perform light physical maintenance of the home;
- iii. Perform basic shopping for supplies and food;
- iv. Perform light housekeeping duties;
- v. Conduct weekly resident meetings;
- vi. Respond to problem's related to tenant housing;
- vii. Document and track incidents;

E. 0.25 FTE Resident Liaison who will provide the following:

- i. Linkage to community resources, where appropriate.

F. 0.025 FTE Operations Coordinator who will oversee the program, data and operation of the facility.

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**EXHIBIT A-6**

**STATEMENT OF WORK: MHS**

**Adult Housing Supports: Polly's House**

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1. **PROGRAM SUMMARY.** Contractor operates an Adult Housing Supports intensive residential program, Polly's House, (hereafter "the Program") that provides mental health services to Medi-Cal eligible adults with Serious Mental Illness (SMI). The Program shall be licensed as an Adult Residential Facility by the California Department of Social Services Community Care Licensing Division (CCLD). The intent of the program is to coordinate housing for adults primarily served through the Mental Health Services Act (MHSA). The items in the contract apply to following site unless otherwise stated. The Program is located at 1801 Bath St. Santa Barbara, CA
  
2. **PROGRAM GOALS.**
  - A. Maintain the client's residential placement at the lowest appropriate level, and/or enable client to successfully move to a lower level of care;
  - B. Connect clients to social services and community resources;
  - C. Assist clients with developing independent living skills and psychological and social skills necessary for recovery;
  - D. Provide 24/7 in-person supports to manage crisis;
  - E. Connect clients to social services and community resources; and
  - F. Successfully engage and stabilize clients transitioning from Institutes for Mental Diseases (IMDs), Acute Care Facilities or other residential settings.
  
3. **SERVICES.** Contractor shall provide twenty-four (24) hour per day, seven (7) days per week psychiatric rehabilitation, residential care and room and board for clients placed at the Program as described in Section 8 (Referrals). The Contractor shall provide services at the Recovery Learning Center (Exhibit A-2 MH) and at Polly's House, as applicable, with transportation between locations provided by Contractor as described in Section 3.G (Transportation).
  - A. Contractor shall provide the following mental health services, as needed and indicated on the Client Service Plan (see Section 9 Documentation Requirements), to Program clients:
    - i. **Case Management.** Case Management means services that assist a client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The services 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. (CCR, Title 9, Section 1810.249).

- ii. **Collateral.** Collateral services are delivered to a client's significant support person(s) for the purpose of meeting the mental health needs of the client and achieving the goals of the Client Service Plan, as defined in Title 9 CCR Section 1810.206. A significant support person is a person who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians or representatives of a client, a person living in the same household as the client, the client's spouse, and the relatives of the client, as defined in Title 9 CCR Section 1810.246.1. 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.
- iii. **Crisis Intervention.** Crisis intervention is a service lasting less than 24 hours, to or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit, as defined in Title 9 CCR Section 1810.209. Service activities include, but are not limited to: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site and staffing requirements as defined in Sections 1840.338 and 1840.348 (CCR). Contractor shall be available 24 hours per day, 7 days per week to provide crisis intervention services.
  - a. When clients have an emergent need while at the Program, Contractor shall work to manage the client's needs to prevent crisis. If crisis assistance is needed, Contractor will work directly with Behavioral Wellness crisis service teams and/or mental health clinic staff to engage in a supported response to the client's needs.
  - b. Contractor shall ensure availability of telephone and face-to-face contact with clients 24 hours per day, seven days per week to respond to requests by Behavioral Wellness in the event that specialized knowledge from the Program is required. Response to Behavioral Wellness may be by both telephone and in person. If a physical response is required, staff shall arrive no later than 30 minutes from the time of the call.
- iv. **Plan Development.** Plan development consists of developing client plans, approving client plans, and/or monitoring the client's progress, as defined in Title 9 CCR Section 1810.232.
- v. **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 (excludes services provided under Medication Support, as defined in Title 9 CCR Section 1810.225), as defined in Title 9 CCR Section 1810.243.

**B. Activities of Daily Living.** Contractor shall provide Activities of Daily Living (ADL) support, including:

- i. Assisting clients in developing and maintaining knowledge of medications, skills in self-administration of medication and compliance with medication treatment;
- ii. Accessing and using laundry facilities (both in-home and coin-operated facilities);
- iii. Maintaining clean and well-kept living quarters, this shall include assigning household chores to be completed weekly;
- iv. Practicing good personal hygiene; including physical health, such as hygiene, prevention and management of medical condition(s);
- v. Scheduling and keeping appointments; and
- vi. Learning and practicing psychosocial skills, such as effective interpersonal communication and conflict resolution.

**C. Budgeting.** Contractor shall assist client with developing individual budgets based on income and expenses and assisting clients with managing finances, including bill-paying and living on fixed incomes.

- i. Contractor shall work with client to collect payment for housing expenses through Social Security Insurance (SSI) or other client resources.

**D. Cooking and Meal Planning.** Contractor shall assist clients develop skills related to cooking and meal planning, including:

- i. Learning and developing healthy eating habits;
- ii. Learning to maintain a safe and sanitary kitchen; and
- iii. Shopping for and preparing meals with the assistance of Program staff.

**E. Skill Building.** Contractor shall provide skill building in Social and Recreational Activities, including:

- i. Providing structured direction so clients learn how to engage in group activities that can provide meaningful social connections with others including peer support.
- ii. Group activities should include topics and events designed and implemented by peer support staff that have lived experience and/or are family members/care givers. As a client and family-driven program structure, focus for these activities should embody recovery, wellness, and resilience principles.

- iii. Providing structured direction so clients learn how to engage in community activities to prepare for more independent living.
- iv. Assisting clients to:
  - a. Identify, access and independently participate in social and/or recreational activities in the community with the goal of encouraging and promoting positive interaction with others, physical exercise and participating in health-related activities;
  - b. Develop conversational skills; and
  - c. Access activities that are cost-appropriate to the client's budget.
- v. Instructing clients how to access necessary services for routine, urgent, or emergency needs. Contractor shall assist clients in learning how to access community services for on-going supports (i.e. alcohol and drug programs, outpatient mental health treatment services, routine medical services, etc.), Mobile Crisis for psychological emergencies, and hospital emergency rooms for medical emergencies.
- vi. Assist clients in developing skills to use natural supports for transportation and community recreational resources (e.g. YMCA, Adult Education, etc.) which afford clients opportunities to practice the skills they are developing and/or learning.
- vii. Contractor shall provide family psychoeducational activities such as education to the family regarding mental illness, medications, and recognizing symptoms.
- viii. Contractor shall provide work-related support services to help clients who want to find and maintain employment in community-based job sites as well as educational supports to help clients who wish to pursue the educational programs necessary for securing a desired vocation.
- ix. Program staff shall assist clients to find employment that is part- or full-time, temporary or permanent, based on the unique interests and needs of each client. As often as possible, however, employment should be in real life, independent integrated settings with competitive wages.
- x. Services shall include but not be limited to:
  - a. Assessment of the effect of the client's mental illness on employment or educational learning, with identification of specific behaviors that interfere with the client's work or learning performance and development of interventions to reduce or eliminate those behaviors;

- b. Development of an ongoing supportive educational or employment rehabilitation plan to help each client establish the skills necessary to find and maintain a job or to remain in an educational setting;
- c. Individual supportive therapy to assist clients to identify and cope with symptoms of mental illness that may interfere with work performance or learning; and
- d. Work-related supportive services, such as assistance with grooming or personal hygiene, securing of appropriate clothing, wake-up calls, transportation, etc.

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

- i. Medical and dental services (e.g. having and effectively using a personal physician and dentist);
- ii. Financial entitlements;
- iii. Social services; and
- iv. Legal advocacy and representation.

**G. Transportation.** Contractor shall provide transportation for Program clients including

- i. Transporting to and from the Recovery Learning Center at the Fellowship Club and to behavioral health appointments.
- ii. Assisting clients to access needed community resources, through use of Contractor's van, including, but not limited to:
- iii. Medical and dental services (e.g. having and effectively using a personal physician and dentist).

**H. Vocational Skills.** Contractor shall assist clients improve and enhance their vocational skills, such as:

- i. Accessing and using public transportation;
- ii. Accessing and using public libraries; and
- iii. Accessing and using educational and vocational resources (i.e. community colleges, Vocational Rehabilitation, etc.).

#### 4. SERVICES PROVIDED BY BEHAVIORAL WELLNESS

A. **Specialty Outpatient Mental Health Services.** County shall provide the following services to clients in the Program, either at Behavioral Wellness clinics or in the field:

- i. **Assessment.** Assessment is designed to evaluate the current status of a client's mental, emotional or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the client's clinical history; analysis of relevant cultural issues and history; diagnosis; and use of testing procedures, as defined in Title 9 CCR Section 1810.204;
- ii. **Client Service Plan Development.** Client Service Plan (CSP) development consists of developing client plans, approving client plans, and/or monitoring the client's progress, as defined in Title 9 CCR Section 1810.232;
- iii. **Medication Support Services.** Medication support services are services that include prescribing, administering, dispensing and monitoring psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. Service activities include but are not limited to, evaluation of the need for medication; evaluation of clinical effectiveness and side effects; the obtaining of informed consent; instruction in the use, risks and benefits of and alternatives for medication; and collateral and plan development related to the delivery of the service and/or assessment of the client, as defined in Title 9 CCR Section 1810.225; and
- iv. **Therapy.** Therapy is a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments, as defined in Title 9 CCR Section 1810.250. Therapy may be delivered to an individual or group and may include family therapy at which the client is present.

#### 5. CLIENTS.

A. **Polly's House** - Contractor shall provide the services described in Section 3 to a caseload of (10) clients at Polly's House.

- i. Clients shall be individuals with SMI whose symptoms of mental illness cause the most substantial levels of disability and functional impairment. Due to the severity of the clients' symptoms and functional issues, individuals who receive these services are in the greatest need of rehabilitative services in order to live successfully in the community and achieve their personal recovery goals. Multiple barriers to successful functioning are common in this group and may include: co-occurring substance abuse or dependence, homelessness, unemployment, frequent and persistent use of hospital emergency departments and inpatient psychiatric treatment, and problems with the legal system. Priority of population served will include individuals with SMI who are transitioning from or at risk of placement at Institutions for Mental Disease (IMDs), acute inpatient facility settings or other residential living settings.



- ii. County shall be responsible to open Mental Health Services Act (MHSA)-funded clients to Full Service Partnership or MHSA outpatient programs concurrently with placement in Contractor's program, as applicable.

**6. ADMISSION CRITERIA.**

- A. Program clients should have symptoms that seriously impair their functioning in independent living community settings. Because of mental illness, the client has substantial disability and functional impairment as indicated by client's assessment and previous treatment history; and
- B. Priority should be given to clients with long term psychiatric disabilities such as schizophrenia, other psychotic disorders and bipolar disorders.

**7. LENGTH OF STAY/SERVICE INTENSITY.** Contractor shall work with County to develop and attain goals for assisting clients to move to lower levels of supportive housing or community support.

- A. **Polly's House** - Contractor and County shall review cases every ninety (90) days, to include Client Service Plan (CSP) development, effectiveness of interventions and discharge planning.

**8. REFERRALS.**

- A. **County Behavioral Wellness** - Psychiatric Health Facility (PHF) Medical Director, Regional Manager or designee shall do the following:

- i. Review open cases to determine those appropriate for placement; and
- ii. Send a Patient Referral Packet, described in Section 8.D, and other available documentation necessary to evaluate the client's appropriateness for the Program, to Contractor.

**B. Contractor shall:**

- i. Admit clients seven (7) days per week; and
- ii. Admit and provide services to clients referred by Behavioral Wellness in order for those services to be reimbursed by County.

**C. Admission Process.** Contractor shall:

- i. Notify County that a program slot has been vacated as described in Section 10 (Discharge Plan).
- ii. Respond to referrals within five (5) days from the date of receipt of the referral.
- iii. Interview client referred by County. Referrals may also require CCLD approval if there is an exception needed for admission for residential treatment.

- iv. In the event a referral is not accepted per Section 8.E (Exclusion Criteria and Process), notify County of the reason for not accepting the referral.
- D. Referral Packet.** Contractor shall maintain a referral packet within its files (hard copy or electronic), for each client referred and treated. Any items provided in hard copy that are also available in the Behavioral Wellness Medical Record system shall be shredded by Contractor upon opening the client to the program; in compliance with HIPAA. The Referral Packet shall contain each of the following:
- i. A copy of the County referral form;
  - ii. A client face sheet listing all of the County programs that the client has been admitted to over time, and is currently admitted to, including hospitalizations;
  - iii. Any custody records and any inpatient full commitment packets, including court reports, police reports, psychological evaluations and court orders (if applicable);
  - iv. A copy of the most recent comprehensive assessment or assessment update; including Intake and admissions assessment and psychological assessment Discharge plan;
  - v. A copy of the most recent medication record Medi-Cal Eligibility Database Sheet (MEDS), and health questionnaire to include TB screening.
    - a. It is Contractor's responsibility to verify continued Medi-Cal eligibility as described in Exhibit A-Mental Health Statement of Work, Section 6;
  - vi. A copy of the currently valid Client Service Plan (CSP) indicating the goals for client enrollment in the Program and identifying Contractor as service provider;
  - vii. Client Program Agreement outlining the terms and conditions of participation in the Program (applicable to Alameda House); and
  - viii. Other documents as reasonably requested by Contractor or County.
- E. Exclusion Criteria and Process.** On a case-by-case basis, the following may be cause for client exclusion from the Program, subject to approval by the Behavioral Wellness Regional Manager, PHF Medical Director or other designee in collaboration with Contractor:
- i. Individuals with restricted health conditions as defined by Adult Residential Facilities policies, CCLD or have a history of fire setting within the last five years and those who are not classified as "ambulatory" will be excluded from Program participation in accordance with licensing requirement. Two beds will be reserved for non-ambulatory occupants and authorized admission up to maximum defined by licensing. County should establish a wait-list for the non-ambulatory slots once they are filled.

- ii. Individual's recent history (conviction or charges within the past sixty (60) months) of violent crime or sexual predation, unless agreed upon by both parties; and
- iii. Individuals with Anti-Social Personality Disorder or at risk of self-harm, unless agreed upon by both parties.

9. **DOCUMENTATION REQUIREMENTS.**

**A. Behavioral Wellness Client Service Plan (CSP).** The Behavioral Wellness Treatment Team shall:

- i. Complete a CSP in collaboration with Contractor for each client receiving Program services in accordance with the Behavioral Wellness Clinical Documentation Manual, available at <http://countyofsb.org/behavioral-wellness>;
- ii. The CSP will provide overall direction for the collaborative work of the client, the Program and the County Justice Alliance Team, as applicable; and
- iii. Provide the revised CSP to Contractor's staff as CSPs are amended and updated.

**B. Contractor shall:**

- i. Verify the presence of a current, valid, active Client Service Plan and ensure that the services provided by Contractor are authorized by the Client Service Plan;
- ii. **Action Plan.** Provide a copy of the individualized plan with specific rehabilitation goals the Contractor is working on with the client to the client's Behavioral Wellness Treatment Team.
  - a. The individualized plan will be developed collaboratively with Contractor, Behavioral Wellness Treatment Team, and client.
  - b. Provide services as determined by each client's CSP and Action Plan.
  - c. Complete the Action Plan within 30 days of client's enrollment into the Program and align the Action Plan with the overall goals of the client's CSP.
  - d. Provide copies of clients' Action Plans to Behavioral Wellness upon completion and upon any further updates or revisions, as applicable.

10. **DISCHARGE PLAN.** The Behavioral Wellness Treatment Team shall work closely with each client and with Contractor's Program staff to establish a written discharge plan that is responsive to the client's needs and personal goals. Behavioral Wellness will be responsible for the arrangement placement of the client upon discharge.

- A. Behavioral Wellness Treatment Team shall participate in the development of discharge plans, and shall provide assistance to clients in completion of their plan.
- B. Contractor and County shall collaborate in planning for discharge and transition.
- C. Contractor shall notify Behavioral Wellness immediately of any decision to discharge or evict.
- D. The discharge plan shall be documented in the Behavioral Wellness Management Information System (MIS) system.
- E. Clients and their families shall be involved as much as possible in the discharge and graduation process.
- F. Contractor shall notify County of final discharge date immediately.
- G. Residential clients may be discharged by Contractor according to CCLD requirements.

11. **STAFFING.** For the Program, Contractor shall abide by CCLD staffing requirements for 24/7 coverage with on-call staff as necessary for emergency situations. Contractor shall employ staff in the positions listed following, at the approximate Full Time Equivalent (FTE) levels indicated for each program:

FY 18-19

- A. **Polly's House** - Contractor shall establish and employ a service delivery team for the program, with 8.14 Full Time Equivalent (FTE) as follows:
  - i. 0.20 FTE Residential Service Manager, defined in section 11.B
  - ii. 0.80 FTE Residential Administrator , defined in section 11.C
  - iii. 4.60 FTE Direct Care Workers, defined in section 11.D
  - iv. 1.60 FTE Consumer Family Peer Direct Care Workers, defined in section 11.D
  - v. 0.80 FTE Transportation Coordinator, defined in section 11.E
  - vi. 0.10 FTE Clinician, defined in section 11.F
  - vii. 0.04 FTE Operations Coordinator, defined in section 11.G

FY 19-20

- B. **Polly's House** - Contractor shall establish and employ a service delivery team for the program, with 8.155 Full Time Equivalent (FTE) as follows:
  - i. 0.25 FTE Residential Service Manager, defined in section 11.B

- ii. 1.0 FTE Residential Administrator , defined in section 11.C
  - iii. 5.0 FTE Direct Care Workers, defined in section 11.D
  - iv. 1.40 FTE Consumer Family Peer Direct Care Workers, defined in section 11.D
  - v. 0.33 FTE Transportation Coordinator, defined in section 11.E
  - vi. 0.125 FTE Clinician, defined in section 11.F
  - vii. 0.05 FTE Operations Coordinator, defined in section 11.G
- C. Residential Service Manager: This position shall act as the Program Supervisor shall be a licensed/waivered/registered a MHRS. The Program Supervisor shall have a M.A. degree in a related field at least two years of direct experience working with adults with serious mental illness, including at least two years of residential and program management and or supervisory experience in a mental health setting. In addition, the Program Supervisor shall perform the following duties:
- i. Provide overall Program Supervision;
  - ii. Develop and maintain facility standards of care congruent with the population seeking placement;
  - iii. Coordinate admissions with administrator and Clinician including supervising assessments, care plans and move-ins; and
  - iv. Oversee client admission interviews.
- D. Residential Administrator: Position is the ARF CCLD Administrator of the Program. The Administrator shall have an ARF certification and at least two years of direct experience working with adults with serious mental illness, Coordinate and develop facility policies and procedures of care congruent with the population seeking placement with Residential Service Manager;
- i. Maintain the facility in compliance with all CCLD, local, state and federal requirements; and
  - ii. Maintain sound practices and procedures for individual client care and individualized plans for clients.
- E. Direct Care Workers and Consumer Family Peer Direct Care Workers (including Direct Care with CCL Administrator certification): Direct Care workers shall be at minimum Mental Health Workers, as defined in the Behavioral Wellness Credentialing Policy and Procedure 4.015.

Direct Care workers shall perform the following duties:



- i. Assist with activities of daily living, including passing out medication as assigned, following facility protocol, licensing regulation and guidelines for both client and employee safety;
  - ii. Coordinate peer activities that include groups, trainings, and networking for the residents and staff;
  - iii. Follow safety guidelines in the facility, including universal precautions when providing care to the clients; and
  - iv. Follow the individual service plan and individual program plan for each client.
  - v. Those assigned as Consumer Family Peers should be individuals with lived experience or family/care givers of those with lived experience. Programming should include peer groups and activities that embody recovery, resilience, and wellness principles.
- F. Clinician: Meets criteria as a LCSW, LMFT, LPCC or Clinical Psychologist licensed by state of California, current and in good standing. Minimum of three years working with mentally ill/ substance abuse population. The Clinician shall perform mental health services, as defined in section 3.
- G. Operations Coordinator: Meets criteria for Mental Health Rehabilitation Specialist (MHRS). The operations coordinator shall provide oversight and guidance to the teams on fulfilling all job duties and required regulatory and programmatic requirements.

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**EXHIBIT A-7**

**STATEMENT OF WORK: MHS**

**Crisis Counseling Assistance and Training**

**(Applicable to FY 18-19 only)**

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- 1. PROGRAM SUMMARY.** The California Hope – 805 Program (hereafter “Program”) is designed to provide supplemental assistance for Santa Barbara Community members affected by the Thomas Fire and Montecito Mudslide. The Program shall assist individuals and communities in recovering from the effects of these natural disasters by providing community-based outreach and psycho-educational services. The Program is currently a County funded program that covers the term of July 1, 2018 through April 30, 2019, with the expectation that County will receive additional FEMA grant funding through the Department of Health Care Services (DHCS) to cover the cost of providing these services in FY 18-19. In the event that FEMA funding is reduced from the anticipated amount or not provided to the County for any reason, Contractor understands and agrees that Behavioral Wellness will provide immediate notice to Contractor to reduce or stop services under this Program.

For the period that Contractor provides Crisis Counseling services, Contractor agrees to comply with and adhere to the terms and conditions set forth in the DHCS Agreement #17-94705 with Behavioral Wellness, including the Federal Emergency Management Agency (FEMA) grant conditions attached hereto as Attachment F. Contractor further agrees to timely complete and return the required certification (Attachment F-1) to the County for inclusion as part of the County’s Final Invoice(s) to DHCS under Agreement #17-94705.

**2. PROGRAM GOALS.**

- A. Help disaster survivors recover from the adverse reactions to disaster and begin to rebuild their lives;
- B. Assist survivors in understanding their personal reactions and mitigate stress;
- C. Help survivors review their disaster recovery options and plan action steps and solutions to resolve losses and overcome adversities;
- D. Promote the use and development of coping strategies, providing emotional support;
- E. Help survivors prioritize their needs and connect with organizations or people who can assist them, leaving behind a permanent legacy of more adaptive coping skills, educational and resource materials, and enhanced community linkages.

**3. DISASTER CRISIS COUNSELING**

Crisis Counseling means the application of individual and group treatment procedures which are designed to ameliorate the mental and emotional crises and their subsequent psychological and behavioral conditions resulting from a major disaster or its aftermath.

The key difference between traditional mental health services and crisis counseling is the way services are provided. The traditional model provides assistance to individuals for an existing pathological condition or disorder. Typically, the mental health professional and client will discuss various treatment options and agree to certain interventions and treatment goals.

California Hope – 805 Crisis Counseling services are individual and group encounters that serve to engage people and encourage them to talk about their disaster experiences and teach them how to manage stress. These activities help counselors identify people who may need referrals to behavioral health treatment. Crisis Counseling activities enhance social and emotional connections with community members, promoting effective coping strategies and facilitating resilience. Crisis Counselors work closely with community organizations to familiarize themselves and link survivors with available resources.

4. **SERVICES.** Contractor and County will collaborate to provide primary and secondary services according to the staffing structures described in Section 8 and according to timelines agreed between the parties. Primary services are higher in intensity, as they involve personal contact with individuals, families, or groups. Secondary services have a broader reach and less intensity with a focus of reaching as many people as possible.

A. Primary Services:

- i. *Individual Crisis Counseling:* Helps survivors understand their reactions, improve coping strategies, review their options, and connect with other individuals and agencies that may assist them.
- ii. *Basic Supportive or Educational Contact:* General support and information on resources and services available to disaster survivors.
- iii. *Group Crisis Counseling:* Group sessions led by trained crisis counselors who offer skills to help survivors cope with their situations and reactions.
- iv. *Public Education:* Information and education about typical reactions, helpful coping strategies, and available disaster-related resources.
- v. *Community Networking and Support:* Relationship building with community resource organizations, faith-based groups, and local agencies.
- vi. *Referral, and Resource Linkage:* Adult and child needs referral to additional disaster relief services, mental health or substance abuse treatment.

B. Secondary Services:

- i. *Development and Distribution of Educational Materials:* Flyers, brochures, tip sheets, educational materials, and web site information developed and distributed by Program staff.
- ii. *Media and Public Service Announcements:* Media activities and public messaging in partnership with local media outlets, state and local governments, charitable organizations, or other community brokers.

C. Service Locations: County of Santa Barbara as defined by the Immediate Services Program Grant Application.

5. **PROGRAM MODEL.** The California Hope – 805 Crisis Counseling Program is designed to provide behavioral health support, primarily relying on face-to-face contacts with survivors and their communities. Contractor and/or County staff will provide these support-centered services to survivors over a specific period of time. Eight key principles guide the Program's approach.

A. *Strengths-based:* Crisis counselors assume natural resilience in individuals and communities, and promote independence rather than dependence on the Program, other people, or organizations. Crisis counselors help survivors regain a sense of control.

B. *Outreach-oriented:* Crisis counselors take services into the communities rather than wait for survivors to come to them.

C. *More practical than psychological in nature:* Crisis counseling is designed to prevent or mitigate adverse repercussions of disasters rather than to treat them. Crisis counselors provide support and education, listen to survivors, and accept the content at face value. Crisis counselors help survivors to develop a plan to address self-identified needs and suggest connections with other individuals or organizations that can assist them.

D. *Diagnosis-free:* Crisis counselors do not classify, label, or diagnose people; they keep no records or case files. The Program does not provide mental health or substance use treatment, or critical incident stress debriefing. Services are supportive and educational in nature.

E. *Conducted in nontraditional settings:* Crisis counselors make contact with survivors in their homes and communities, not in clinical or office settings.

F. *Culturally aware:* The Program embraces cultural and spiritual diversity as reflected in culturally relevant outreach activities that represent the communities served.

G. *Designed to strengthen existing community support systems:* Crisis counselors support, but do not organize or manage, community recovery activities. Likewise, the Program supplements, but does not supplant or replace, existing community systems.

H. *Provided in ways that promote a consistent program identity:* Crisis counselors should work together early to establish a unified identity. The Program strives to be a single, easily identifiable program, with services delivered by various local agencies.

6. **TARGET POPULATION.** Contractor and/or County staff shall provide services as described in Section 4 to approximately 2146 clients during the Regular Services Program component, with a Program Goal that at least 40% of the target services shall be provided by the midpoint of the service period. Program staff shall utilize a population exposure model outlined below to help identify and prioritize groups who could benefit from crisis counseling services. This model mirrors a "ripple effect," illustrating how the effect of a disaster expands to wider segments of the community:

A. Injured survivors, bereaved family members;

- B. Survivors with high exposure to disaster trauma, or evacuated from disaster zones;
- C. Bereaved extended family and friends, first responders;
- D. People who lost homes, jobs, and possessions;
- E. People with preexisting trauma and other dysfunction;
- F. At-risk groups and other disaster responders;
- G. Affected people from the larger community.

**7. MANDATORY TRAINING.** FEMA and SAMHSA have developed a series of standardized Crisis Counseling Assistance training modules for Crisis Counseling Staff. The following in-person trainings are required for the Program:

- A. Core Content Training: a two-day training that covers basic crisis counseling skills and services, data collection, and stress management techniques;
- B. Transition to Regular Services Program (RSP) Training: prepares Program staff to support ongoing behavioral health needs and longer-term recovery;
- C. Online Data Forms Training for Crisis Counselors: Mobile Data Collection Application Training;
- D. Online database training;
- E. Review of the mobile Crisis Counseling Assistance and Training Program mobile application training video;
- F. RSP Mid-program Training: provides crisis counselors with problem-solving techniques for tough situations. It also addresses staff morale and stress management; and
- G. RSP Phasedown Training: covers topics related to planning ahead, leaving a legacy, and maintain community partnerships as the Program ends.

**8. STAFFING.**

A. Contractor Staff

- i. Team Lead (2 FTE) shall be an experienced disaster behavioral health worker or behavioral health professional who supervises paraprofessional or less experienced crisis counselors and:
  - a) Collaborates with County Program Manager and team including Administrative Assistant, Data Evaluation Specialist, and Fiscal Specialist;
  - b) Leads a team of crisis counselors in the field;
  - c) Trains, debriefs, and provides supervision for the crisis counselors;
  - d) Provides coordination and oversight of the crisis counselors' plans of service;
  - e) Helps assess people who require traditional mental health or substance use treatment;
  - f) Uses data to conduct ongoing needs assessment;
  - g) Coordinates data collection activities and reviews data form submissions for accuracy;
  - h) Reviews and accepts or rejects forms submitted through the mobile application; and
  - i) Performs crisis counseling as needed.



- ii. Crisis Counselor (up to 10 FTE)
    - a) Works with individuals, families, and groups to provide outreach, emotional support, individual and group counseling, public education, and referrals when needed;
    - b) Represents program in the community and networks with other agencies and partners to ensure needs of survivors are met;
    - c) Provides presentations to community groups on disaster reactions, coping skills, stress management, and the Program; and
    - d) Uses mobile application to complete data forms.
  - iii. Administrative Assistant Specialist/Evaluation Specialist (.50 FTE)
    - a) Provides administrative support including but not limited to collecting and verifying timesheets, collecting data forms, ordering supplies, answering office phone calls, photocopying, faxing, and emailing of Program information;
    - b) Schedules events and related training activities;
    - c) Implements and oversees the Program's data collection activities and is the point of contact for entering data into the Program's web-based system; and
    - d) Supports program manager and team leads and coordinates with County.
- B. County Staff
- i. Program Manager (1 FTE) – County employee with the option to transition to Contractor. Transition as determined by County.
    - a) Acts as lead coordinator and manager for the crisis counseling response;
    - b) Oversees staffing, training, reporting, data analysis, and fiscal monitoring;
    - c) Works with other disaster service agencies to ensure coordination of behavioral health response and no duplication of services;
    - d) Conducts regular site visits and accompanies crisis counselors as an observer to ensure appropriate services are delivered; and
    - e) Represents Program at high-level meetings within the community.
  - ii. Fiscal Specialist (.5 FTE)
    - a) Tracks and monitors funds, reviews and submits requests for program budget modifications and prepares fiscal reports;
    - b) Performs quality control and oversight of program purchases;
    - c) Works closely with leadership staff to ensure that funds are accessible and are being appropriately used for crisis counseling services; and
    - d) Processes timesheets and payroll.

## 9. MOBILE APPLICATION USE AND DATA COLLECTION.

- A. Mobile Application Overview. The mobile application for data collection is designed to enhance and streamline the process of data entry and reduce the lag time between data collection and its availability to Program staff and federal partners. The mobile application is intended for use by crisis counselors with access being restricted to those individuals with authorized accounts in the Crisis Counseling Assistance and Training Program Online Data Collection and Evaluation System (ODCES). The mobile application can work with all mobile devices.
- i. The devices must have access to the Internet, either through Wi-Fi or cellular data, in order to download the application.

- ii. The devices must also be able to access the internet on a regular basis to enable data upload through the mobile application to the ODCES.
  - iii. Use of the mobile app during an encounter will require crisis counselors to explain what data are being collected and for what reason. Users can explain to the survivors that the data are anonymous – no name, addresses, or personally identifiable information are collected. Showing the data collection app to the survivor can also be useful.
  - iv. Completed forms should be uploaded once the counselor who completed the form has access to an Internet connection – either immediately or by the end of the day.
- B. Technology Needs. The mobile application requires access to the ODCES for data entry and reporting. It also requires program-provided mobile devices or coverage of service for personal devices in the field. Devices must have access to Wi-Fi or a cellular service plan. County will provide Contractor with 8 cellular phones and County will be responsible for service lines. Contractor shall return cellular phones at the end of the Program.
- C. User Access and Management. The mobile application allows staff to manage user access to the mobile application and the ODCES. In order to gain access to the system, all Program staff are required to have an email address (personal or provided by the program) and maintain a secure password. The paper-based format requires that the SAMSHA Disaster Technical Assistance Center (DTAC) manage user access and establish accounts for only those people designated as responsible for data or program reporting.
- D. Data Entry Responsibility. Use of the mobile application allows crisis counselors to enter data and upload their forms into the online system. In Programs using paper forms, a data entry assistant will be responsible for data entry in the online system.

**EXHIBIT B**  
**FINANCIAL PROVISIONS**

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**EXHIBIT B**

**FINANCIAL PROVISIONS- MHS**

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(Applicable to programs described in Exhibit A2-A7

(With attached Exhibit B-1 MHS, Schedule of Rates and Contract Maximum)

This Agreement provides for reimbursement for services up to the Maximum Contract Amount, reflected in Section II below and Exhibit B-1-MH. For Medi-Cal and all other services provided under this Agreement, Contractor shall comply with all applicable requirements necessary for reimbursement in accordance with Welfare and Institutions Code (WIC) §§14705-14711, and other applicable Federal, State and local laws, regulations, rules, manuals, policies, guidelines and directives.

**I. PAYMENT FOR SERVICES**

- A. Performance of Services. Contractor shall be compensated on a cost reimbursement basis, subject to the limitations described in this Agreement and all exhibits hereto, for provision of the Units of Service (UOS) or other deliverables as established in Exhibit B-1-MH based on satisfactory performance of the services described in the Exhibit A(s).
- B. Medi-Cal Billable Services. The services provided by Contractor's Program described in the Exhibit A(s) that are covered by the Medi-Cal Program will be reimbursed by County from Federal Financial Participation (FFP) and State and local matching funds as specified in Exhibit B-1-MH and subject to Section I.F (Funding Sources) of this Exhibit B MH.
- C. Non-Medi-Cal Billable Services. County recognizes that some of the services provided by Contractor's Program, described in the Exhibit A(s), may not be reimbursable by Medi-Cal, and such services may be reimbursed by other County, State, and Federal funds to the extent specified in Exhibit B-1-MH and pursuant to Section I.F (Funding Sources) of this Exhibit B MH. Funds for these services are included within the Maximum Contract Amount, and are subject to the same requirements as funds for services provided pursuant to the Medi-Cal program.
- D. Medi-Cal Subsidy. County may provide a subsidy to Contractor, as specified in Exhibit B-1-MH for Non-Medi-Cal services provided in Medi-Cal programs. Subsidy shall not be used to reimburse disallowed costs including those in excess of budgeted amounts, improper costs, and any audit exceptions or adjustments. Reallocation of subsidy is at the discretion of the Behavioral Wellness Director or designee. Contractor shall make written application to Behavioral Wellness Director or designee, in advance and no later than April 1 of each Fiscal Year, to reallocate subsidy as outlined in Exhibit B-1-MH between programs. Behavioral Wellness Director or designee reserves the right to approve a subsidy reallocation in the year-end cost settlement.
- 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(s) to this Agreement. Expenses shall comply with the requirements established

in OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and all other applicable regulations. Violation of this provision or use of County funds for purposes other than those described in the Exhibit A(s) shall constitute a material breach of this Agreement.

F. Funding Sources. The Behavioral Wellness Director or designee may reallocate between funding sources at his/her discretion, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Behavioral Wellness Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the Agreement.

G. Beneficiary Liability for Payment.

1. Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this Agreement, except to collect other health insurance coverage, share of cost, and co-payments. (Cal. Code Regs., tit. 9, § 1810.365 (a).)
2. Contractor shall not hold beneficiaries liable for debts in the event that County becomes insolvent; for costs of covered services for which the State does not pay County; for costs of covered services for which the State or County does not pay to Contractor; for costs of covered services provided under a contract, referral or other arrangement rather than from the County; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary. 42 C.F.R. § 438.106 and Cal. Code Regs. tit 9, § 1810.365(c).)
3. Contractor shall not bill beneficiaries, for covered services, any amount greater than would be owed if the Contractor provided the services directly. (42 C.F.R. § 483.1 06(c).)

H. DHCS assumes no responsibility for the payment to Contractor for services used in the performance of this Agreement. County accepts sole responsibility for the payment of Contractors in the performance of this Agreement per the terms of this Agreement.

## II. MAXIMUM CONTRACT AMOUNT

The Maximum Contract Amount of this Agreement shall not exceed **\$2,891,521** for FY 18-19 and **\$2,041,075** for FY 19-20 for a total contract amount not to exceed **\$4,932,596** and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1–MH and subject to the provisions in Section I (Payment for Services). 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 of net of revenues as described in this Exhibit B-MH, Section IV (Accounting for Revenues). The approved Operating Budget shall be attached to this Agreement as Exhibit B-2. County may disallow any expenses in excess of the adopted operating budget. Indirect costs are limited to 15% of direct costs for each program and must be allocated in accordance with a cost allocation plan that adheres with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. Provisional Rate. County agrees to reimburse Contractor at a Provisional Rate (the "Provisional Rate") during the term of this Agreement. For recurring contracts, the Provisional Rate shall be established by using the historical data from prior fiscal periods. The County Maximum Allowable rate will be the Provisional Rate for all new contracts. Quarterly, or at any time during the term of this Agreement, Behavioral Wellness Director or designee shall have the option to adjust the Provisional Rate to a rate based on allowable costs less all applicable revenues and the volume of services provided in prior quarters.

### IV. ACCOUNTING FOR REVENUES

- A. Accounting for Revenues. Contractor shall comply with all County, State, and Federal requirements and procedures, including, but not limited to, those described in California Welfare and Institutions Code (WIC) Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP), (2) the eligibility of patients/clients for Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Grants, and any other revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor shall also be accounted for in the Operating Budget. Contributions designated in Exhibit B-1-MH shall be offset from invoices and the annual cost report.
- B. Internal Procedures. Contractor shall maintain internal financial controls which adequately ensure proper billing and collection procedures. Contractor shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort. All fees paid by or on behalf of patients/clients receiving services under this Agreement shall be utilized by Contractor only for the delivery of service units specified in the Exhibit A(s) to this Agreement.

### V. REALLOCATION OF PROGRAM FUNDING

Funding is limited by program to the amount specified in Exhibit B-1-MH. Contractor cannot move funding between programs without explicit approval by Behavioral Wellness Director or designee. Contractor shall make written application to Behavioral Wellness Director or designee, in advance and no later than April 1 of each Fiscal Year, to reallocate funds as outlined in Exhibit B-1-MH between programs, for the purpose of meeting specific program

needs or for providing continuity of care to its clients. Contractor's application shall include a narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining impact of the reallocation as may be applicable to future years. The Behavioral Wellness Director's or designee decision of whether to allow the reallocation of funds shall be in writing to Contractor prior to implementation by Contractor. The Behavioral Wellness Director or designee also reserves the right to reallocate between programs in the year end cost settlement and will notify Contractor of any reallocation during the cost settlement process.

## VI. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS

### A. Submission of Claims and Invoices.

1. Submission of Claims and Invoices for Medi-Cal Services. Services are to be entered into the Clinician's Gateway System based on timeframes prescribed in the Behavioral Wellness Clinical Documentation Manual. Late service data and claims may only be submitted in accordance with State and federal regulations. Behavioral Wellness shall provide to Contractor a report that: i) summarizes the Medi-Cal UOS approved to be claimed for the month, multiplied by the provisional rate in effect at the time of service, ii) states the amount owed by County, and iii) includes the Agreement number. Contractor shall review the report and indicate concurrence that the report will be the basis for Contractor's provisional payment for the month. Contractor shall indicate concurrence within two (2) business days electronically to the County designated representative or to:

[financecbo@co.santa-barbara.ca.us](mailto:financecbo@co.santa-barbara.ca.us)

Santa Barbara County Department of Behavioral Wellness

ATTN: Accounts Payable

429 North San Antonio Road

Santa Barbara, CA 93110-1316

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

2. Submission of Claims and Invoices for Non Medi-Cal Services. Contractor shall submit a written invoice within 10 calendar days of the end of the month in which non-Medi-Cal services are delivered that: i) depicts the actual costs of providing the services less any applicable revenues, including the provisional Medi-Cal payment as described in VI.A.1 of this Exhibit B MH, as appropriate, ii) states the amount owed by County, and iii) includes the Agreement number and signature of Contractor's authorized representative. Invoices shall be delivered to the designated representative or address described in Section VI.A.1 (Submission of Claims and Invoices for Medi-Cal Services) of this Exhibit B MH. Actual cost is the actual amount paid or incurred, including direct labor and costs supported by financial statements, time records, invoices, and receipts.

3. The Program Contract Maximums specified in Exhibit B-1-MH and this Exhibit B MH are intended to cover services during the entire term of the Agreement, unless otherwise specified in the Exhibit A(s) to this Agreement (such as time-limited or services tied to the school year). Under no circumstances shall Contractor cease services prior to June 30 due to an accelerated draw down of funds earlier in the Fiscal Year. Failure to provide services during the entire term of the Agreement may be considered a breach of contract and subject to the Termination provisions specified in the Agreement.

The Behavioral Wellness Director or designee shall review the monthly claim(s) and invoices to confirm accuracy of the data submitted. County shall make provisional payment for approved claims within thirty (30) calendar days of the generation of said claim(s) and invoice by County subject to the contractual limitations set forth in this Agreement and all exhibits hereto.

- B. Subsidy Payments. This section applies to providers with programs that have subsidy funding allocations. For each program with subsidy funding comprising 5% or less, of the total program funding allocation set forth in Exhibit B-1, payment of subsidy will occur at cost settlement after the year end cost report has been submitted and costs are determined to be in compliance with contract terms and State and Federal regulations. For providers with more than 5% total subsidy funding in any program, the final subsidy payment, or up to a maximum of 20% of total subsidy funding allocated for the given program in Exhibit B-1, will be withheld until the year end cost report has been submitted and costs are determined to be in compliance with contract terms and State and Federal regulations.
- C. Monthly Financial Statements. Within 15 calendar days of the end of the month in which services are delivered, Contractor shall submit monthly financial statements reflecting the previous month's and cumulative year to date direct and indirect costs and other applicable revenues for Contractor's programs described in the Exhibit A(s). If a program has both Medi-Cal billable costs and Non-Medi-Cal billable costs, Contractor shall separately identify Non-Medi-Cal billable costs on their financial statements.
- D. Withholding of Payment for Non-submission of Service Data and Other Information. If any required service data, invoice, financial statement or report is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Behavioral Wellness Director or designee. Behavioral Wellness Director or designee shall review such submitted service data within sixty (60) calendar days of receipt.
- E. Withholding of Payment for Unsatisfactory Clinical Documentation. Behavioral Wellness Director or designee shall have the option to deny payment for services when documentation of clinical services does not meet minimum Federal, State and County written standards.
- F. Claims Submission Restrictions.
  1. 12-Month Billing Limit. Unless otherwise determined by State or federal regulations (e.g.



Medi-Medi cross-over), all original (or initial) claims for eligible individual persons under this Agreement must be received by County within 12 months from the month of service to avoid denial for late billing.

2. No Payment for Services Provided Following Expiration/ Termination of Agreement. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

**G. 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.

**H. Overpayments:** Any overpayments of contractual amounts must be returned via direct payment within 30 days to the County. County may withhold amounts from future payments due to Contractor under this Agreement or any subsequent agreement if Contractor fails to make direct payment within required timeframe.

## **VII. COST REPORT**

**A. Submission of Cost Report.** Within three weeks of the release of the cost report template by the Department of Health Care Services (DHCS) but no sooner than 30 days after the end of the fiscal year, Contractor shall provide County with an accurate and complete Annual Cost Report (original cost report) with a statement of expenses and revenue and other supporting schedules for the applicable prior fiscal year. The Annual Cost Report shall be prepared by Contractor in accordance with all applicable Federal, State and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by Contractor shall be reported in its annual Cost Report, and shall be used to offset gross cost. Contractor shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to Behavioral Wellness Director or designee upon reasonable notice. A final (reconciled) cost report is also due approximately 1 to 2 years after submission of the original cost report. The specific deadline for the final cost report is determined by the State. Contractor shall submit a final (reconciled) cost report within three weeks of the County's formal request.

**B. Cost Report to be Used for Settlement.** The Cost Report shall be the financial and statistical report submitted by Contractor to County, and shall serve as the basis for settlement with Contractor as set forth in Section VIII (Pre-audit Cost Report Settlements) below. Contractor shall document that costs are reasonable and allowable and directly or indirectly related to

the services to be provided hereunder.

- C. Penalties. Failure of Contractor to submit accurate and complete Annual Cost Report(s) within 45 days after the due date set in Section VII.A (Submission of Cost Report) above or the expiration or termination date of this Agreement shall result in:
1. A Late Penalty of ONE HUNDRED DOLLARS (\$100) for each day that the accurate and complete Annual Cost Report(s) are not submitted. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report. The Late Penalty shall commence on the forty-sixth (46<sup>th</sup>) day after the deadline or the expiration or termination date of this Agreement. The late fee will be invoiced separately or deducted from future payments due to Contractor under this Agreement or a subsequent agreement.
  2. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred and fifth (105<sup>th</sup>) day after the due date set in Section VII.A (Submission of Cost Report) 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) are outstanding shall be repaid by Contractor to County. Further, County may terminate any current contracts entered into with Contractor for programs covered by the outstanding Annual Cost Reports.
  3. In addition, County may withhold payments of additional funds owed to Contractor until the cost report that is due has been submitted if Contractor does not submit the cost report by the reporting deadline.
- D. Audited Financial Reports: Each year of the Agreement, the Contractor shall submit to County a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by Contractor.
- E. Single Audit Report: If Contractor is required to perform a single audit and/or program specific audit, per the requirements of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards, Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt.

## VIII. PRE-AUDIT COST REPORT SETTLEMENTS

- A. Pre-audit Cost Report Settlements. Based on the original and final/reconciled Annual Cost Report(s) submitted pursuant to this Exhibit B MH Section VII (Cost Reports) and State approved UOS, at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the County will perform pre-audit cost report settlement(s). Such settlements 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. In no event shall the settlement exceed the maximum amount of this Agreement. Settlement for services 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 Fee 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 County Maximum Allowable rate.
- 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 Contractor's submission of the original and final/reconciled cost reports.
- 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 or withholding of future payments due to Contractor under this Agreement or a subsequent agreement, if any, at the sole discretion of the Behavioral Wellness Director or designee.

**IX. AUDITS, AUDIT APPEALS AND POST-AUDIT MEDI-CAL FINAL SETTLEMENT**

- A. Audit by Responsible Auditing Party.** At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and Federal law including but not limited to WIC Sections 14170 et. seq., authorized representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the mental health services/activities provided under this Agreement.
- B. Settlement.** Settlement of the audit findings will be conducted according to the Responsible Auditing Party's procedures in place. In the case of a State Medi-Cal audit, the State and County will perform a post-audit Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County. If an audit adjustment is appealed then the County may, at its own discretion, notify Contractor but stay collection of amounts due until resolution of the State administrative appeals process.
- C. Invoice for Amounts Due.** County shall issue an invoice to Contractor for any amount due to the County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice.
- D. Appeal.** Contractor may appeal any such audit findings in accordance with the audit appeal

process established by the Responsible Auditing Party performing the audit.

**EXHIBIT B-1- MHS**  
**SCHEDULE OF RATES AND CONTRACT MAXIMUM**  
 (Applicable to programs described in FY 18-19 only)

EXHIBIT B-1 MH  
 DEPARTMENT OF BEHAVIORAL WELLNESS  
 SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME: Mental Wellness Center FISCAL YEAR: 2018-2019

Contracted Services(1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate
Medi-Cal Billable Services	Outpatient Services	15	MHS - Rehab (Individual)	Minutes	41	\$3.18
			Crisis Intervention	Minutes	70	\$4.73
Non - Medi-Cal Billable Services	Support Services	60	Life Support: Board and Care	N/A	40	Actual Cost
			Other Case Management	N/A	60	Actual Cost

	PROGRAM								TOTAL
	Casa Juana Maria	Family Advocate	Consumer-Led Program (RLC)/Computer Lab	Alameda House	CG House	De La Vina House	Poly's House	Crisis Counseling Program	
GROSS COST:	\$ 427,087	\$ 64,524	\$ 257,000	\$ 453,653	\$ 456,128	\$ 144,060	\$ 477,065	\$ 850,446	\$3,129,963
LESS REVENUES COLLECTED BY CONTRACTOR:									
PATIENT FEES	\$ 76,248								\$ 76,248
CONTRIBUTIONS				\$ 42,000	\$ 67,000	\$ 58,938	\$ 84,667		\$ 252,605
OTHER (LIST):									\$ -
TOTAL CONTRACTOR REVENUES	\$ 76,248	\$ -	\$ -	\$ 42,000	\$ 67,000	\$ 58,938	\$ 84,667		\$328,853
MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:	\$ 350,839	\$ 64,524	\$ 257,000	\$ 411,653	\$ 389,128	\$ 85,122	\$ 392,398	\$ 850,446	\$ 2,801,110

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)									
MEDI-CAL (3)	\$ 319,263			\$ 226,409	\$ 214,020		\$ 353,158		\$ 1,112,851
NON-MEDI-CAL		\$ 64,524	\$ 257,000	\$ 185,244	\$ 175,108	\$ 85,122		\$ 850,446	\$ 1,617,443
SUBSIDY	\$ 31,576						\$ 39,240		\$ 70,815
OTHER (LIST) FEMA Grant									\$ -
TOTAL (SOURCES OF FUNDING)	\$ 350,839	\$ 64,524	\$ 257,000	\$ 411,653	\$ 389,128	\$ 85,122	\$ 392,398	\$ 850,446	\$ 2,801,110

CONTRACTOR SIGNATURE: \_\_\_\_\_  
 STAFF ANALYST SIGNATURE: \_\_\_\_\_  
 FISCAL SERVICES SIGNATURE: \_\_\_\_\_

(1) Additional services may be provided if authorized by Director or designee in writing.  
 (2) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.  
 (3) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental and SB 163.

**EXHIBIT B-1- MHS**  
**SCHEDULE OF RATES AND CONTRACT MAXIMUM**  
 (Applicable to programs described in Exhibits A2-A6)

EXHIBIT B-1 MH  
 DEPARTMENT OF BEHAVIORAL WELLNESS  
 SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME: Mental Wellness Center FISCAL YEAR: 2019-2020

Contracted Services(1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate
Medi-Cal Billable Services	24-Hour Services	05	Adult Residential	Bed Day	65	\$209.47
	Outpatient Services	15	MHS - Rehab (Individual)	Minutes	41	\$3.25
Crisis Intervention			Minutes	70	\$4.82	
Non - Medi-Cal Billable Services	Support Services	60	Life Support: Board and Care	N/A	40	Actual Cost
			Other Case Management	N/A	60	Actual Cost

	PROGRAM							TOTAL
	Casa Juana Maria	Family Advocate	Consumer-Led Program (RLC)/Computer Lab	Alameda House	CG House	De La Vina House	Polly's House	
GROSS COST:	\$ 427,087	\$ 64,524	\$ 257,000	\$ 443,557	\$ 450,773	\$ 144,060	\$ 615,487	\$2,402,488
LESS REVENUES COLLECTED BY CONTRACTOR:								
PATIENT FEES	\$ 76,248							\$ 76,248
CONTRIBUTIONS								\$ -
OTHER (LIST): SSI rents				\$ 42,000	\$ 67,000	\$ 58,938	\$ 117,227	\$ 285,165
TOTAL CONTRACTOR REVENUES	\$ 76,248	\$ -	\$ -	\$ 42,000	\$ 67,000	\$ 58,938	\$ 117,227	\$361,413
MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:	\$ 350,839	\$ 64,524	\$ 257,000	\$ 401,557	\$ 383,773	\$ 85,122	\$ 498,260	\$ 2,041,075

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)								
MEDI-CAL (3)	\$ 319,263			\$ 220,856	\$ 211,075		\$ 373,695	\$ 1,124,890
NON-MEDI-CAL		\$ 64,524	\$ 257,000	\$ 180,701	\$ 172,698	\$ 85,122		\$ 760,045
SUBSIDY	\$ 31,576						\$ 124,565	\$ 156,141
OTHER (LIST):								\$ -
TOTAL (SOURCES OF FUNDING)	\$ 350,839	\$ 64,524	\$ 257,000	\$ 401,557	\$ 383,773	\$ 85,122	\$ 498,260	\$ 2,041,075

CONTRACTOR SIGNATURE: \_\_\_\_\_  
 STAFF ANALYST SIGNATURE: \_\_\_\_\_  
 FISCAL SERVICES SIGNATURE: \_\_\_\_\_

(1) Additional services may be provided if authorized by Director or designee in writing.  
 (2) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.  
 (3) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHS-A, General Fund, Grants, Other Departmental and SB 163.

EXHIBIT B-2

CONTRACTOR BUDGET BY PROGRAM

Applicable to FY 18-19 only

Santa Barbara County Department of Behavioral Wellness Contract Budget Packet  
Entity Budget By Program

AGENCY NAME: Mental Health Association in Santa Barbara  
COUNTY FISCAL YEAR: 2018/2019

Gray Shaded cells contain formulas, do not overwrite

LINE	1	2	3	4	5	6	7	8	9	10	11	12	13
DESCRIPTION	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Casa Juana Maria	Alameda House	CG House	Party's House	DLV	Family Associates	Santa Barbara Consumer Led Program (Recovery Learning Center)	California Hope 805	Enter PROGRAM NAME (Fac/Prog)	Enter PROGRAM NAME (Fac/Prog)	Enter PROGRAM NAME (Fac/Prog)
1	Contributors	\$ -											
2	Foundations/Trusts	\$ -											
3	Miscellaneous Revenue	\$ -											
4	Behavioral Wellness Funding	\$ 2,801,109	\$ 360,839	\$ 411,653	\$ 389,128	\$ 392,398	\$ 85,122	\$ 64,524	\$ 257,000	\$ 850,445			
5	Other Governmental Funding	\$ -											
6	Other (specify)	\$ -											
7	Other (specify)	\$ -											
8	Other (specify)	\$ -											
9	Other (specify)	\$ -											
10	Total Other Revenue	\$ -	\$ 360,839	\$ 411,653	\$ 389,128	\$ 392,398	\$ 85,122	\$ 64,524	\$ 257,000	\$ 850,445	\$ -	\$ -	\$ -
11	Client and Third Party Revenues												
12	4550: Board and Care / SSI		\$ 75,248	\$ 42,000	\$ 67,000	\$ 84,667	\$ 58,938						
13	Other (specify)												
14	Total Client and Third Party Revenues (Sum of lines 11 through 23)	\$ -	\$ 75,248	\$ 42,000	\$ 67,000	\$ 84,667	\$ 58,938	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	GROSS PROGRAM REVENUE BUDGET	\$ -	\$ 427,087	\$ 453,653	\$ 456,128	\$ 477,065	\$ 144,060	\$ 64,524	\$ 257,000	\$ 850,445	\$ -	\$ -	\$ -



III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Casa Juana Maria	Alameda House	CG House	Polly's House	DLV	Family Advocate	Santa Barbara Consumer/Led Program (Recovery Learning Center)	California Hope 805	Enter PROGRAM NAME (Fac/Prog)	Enter PROGRAM NAME (Fac/Prog)
<b>III.A. Salaries and Benefits Object Level</b>												
6000-6001: Salaries (Complete Staffing Schedule)		\$ 1,712,720	\$ 226,564	\$ 246,411	\$ 243,204	\$ 241,744	\$ 31,772	\$ 44,172	\$ 137,384	\$ 541,469	\$	\$
6128-6129 Benefits (medical, dental, vision & 401K)		\$ 233,541	\$ 22,656	\$ 24,641	\$ 24,321	\$ 24,174	\$ 3,177	\$ 4,417	\$ 13,739	\$ 116,416		
Consultant		\$ 4,000							\$ 4,000			
6123-6125-6127: Payroll Costs (FICA, SUTA & WC)		\$ 233,541	\$ 22,656	\$ 24,641	\$ 24,321	\$ 24,174	\$ 3,177	\$ 4,417	\$ 13,739	\$ 116,416		
Salaries and Benefits Subtotal	\$	\$ 2,183,802	\$ 271,876	\$ 295,693	\$ 290,093	\$ 290,093	\$ 38,126	\$ 53,006	\$ 168,861	\$ 774,301	\$	\$
<b>III.B Services and Supplies Object Level</b>												
6221: Rent / Mortgage		\$ 290,478	\$ 41,436	\$ 43,260	\$ 49,440	\$ 40,000	\$ 57,968	\$ 3,806	\$ 54,568			
6233:Supplies		\$ 29,528	\$ 7,711	\$ 3,277	\$ 3,336	\$ 8,229	\$ 4,500			\$ 2,475		
6234: Staff Expense / New Hire Testing		\$ 5,297	\$ 630	\$ 1,500	\$ 1,500	\$ 1,667						
6235: Telephone / Communication		\$ 19,248	\$ 4,922	\$ 3,956	\$ 4,154	\$ 3,300	\$ 2,916					
6237:Utilities		\$ 28,648	\$ 6,765	\$ 5,089	\$ 6,872	\$ 5,000	\$ 4,922					
6239:Repairs & Maintenance		\$ 42,321	\$ 6,390	\$ 13,595	\$ 11,201	\$ 6,667	\$ 4,468					
6245:Mileage (reim., fuel, repairs & registration)		\$ 78,342	\$ 2,308	\$ 4,350	\$ 4,150	\$ 3,333				\$ 64,201		
6263: Equipment & Furnishings		\$ 10,223	\$ 1,056	\$ 2,500	\$ 2,500	\$ 1,667	\$ 2,500					
6265:Insurance		\$ 22,664	\$ 3,065	\$ 6,404	\$ 6,405	\$ 4,270	\$ 2,520					
6267: Licenses		\$ 1,812	\$ 604	\$ 604	\$ 604	\$						
6275:Professional Services		\$ 8,806				\$	\$ 4,306			\$ 4,500		
6285: Miscellaneous		\$ 9,416	\$ 532	\$ 500	\$ 500	\$ 2,417	\$ 500			\$ 4,968		
6388: Depreciation		\$ 16,660	\$ 9,996			\$ 6,664						
Start Up Fees / Polly's House / Licensing		\$ 25,000				\$ 25,000						
Services and Supplies Subtotal	\$	\$ 588,444	\$ 85,415	\$ 85,035	\$ 90,662	\$ 108,213	\$ 84,900	\$ 3,806	\$ 54,568	\$ 76,144	\$	\$
III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)	\$	\$										
Food - SSI Funded		\$ 66,667	\$ 14,500	\$ 14,500	\$ 14,500	\$ 16,533	\$ 2,500					
SUBTOTAL DIRECT COSTS	\$	\$ 2,838,912	\$ 371,791	\$ 395,228	\$ 397,007	\$ 414,839	\$ 125,227	\$ 56,813	\$ 223,429	\$ 850,445	\$	\$
<b>IV. INDIRECT COSTS</b>												
6999: Administrative Indirect Costs (Reimbursement limited to 15%)		\$ 295,183	\$ 55,286	\$ 58,425	\$ 59,121	\$ 62,226	\$ 18,833	\$ 7,711	\$ 33,571			
GROSS DIRECT AND INDIRECT COSTS	\$	\$ 3,134,095	\$ 427,087	\$ 453,653	\$ 456,128	\$ 477,065	\$ 144,060	\$ 64,524	\$ 257,000	\$ 850,445	\$	\$
<small>6234-6255-6261-6271-6273-6291: Miscellaneous - Advertising (open positions), social/recreation, dues &amp; subscriptions, postage, printing, property taxes  * Contributions solely cover costs in excess of contract maximum or costs not reimbursable under this contract.</small>												

**EXHIBIT B-2**

**ENTITY BUDGET BY PROGRAM**

Applicable to FY 19-20 only

**Santa Barbara County Department of Behavioral Wellness Contract Budget Packet  
Entity Budget By Program**

AGENCY NAME: Mental Health Association in Santa Barbara

COUNTY FISCAL YEAR: 2019 2020

Gray Shaded cells contain formulas, do not overwrite

LINE	1	2	3	4	5	6	7	8	9	10	11	12	13
COLUMN													
1	REVENUE SOURCES:	TOTAL AGENCY / ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Casa Juana Maria	Alameda House	CG House	Polly's House	DLV	Family Advocate	Santa Barbara County Land Program (Recovery Learning Center)		Enter PROGRAM NAME (Fac/Prog)	Enter PROGRAM NAME (Fac/Prog)
2	Contributions	\$ -	\$ -										
3	Foundations/Trusts	\$ -	\$ -										
4	Miscellaneous Revenue	\$ 2,131,330	\$ 2,131,330										
5	Behavioral Wellness Funding	\$ -	\$ -										
6	Other Government Funding	\$ -	\$ -										
7	Other (specify)	\$ -	\$ -										
8	Other (specify)	\$ -	\$ -										
9	Other (specify)	\$ -	\$ -										
10	Total Other Revenue	\$ -	\$ 2,131,330	\$ 350,839	\$ 408,211	\$ 391,428	\$ 545,105	\$ 85,122	\$ 93,625	\$ 257,000	\$ -	\$ -	\$ -
11	LB Client and Third Party Revenues:												
12	4350: Board and Care / SSI		58,938					58,938					
13	Other (specify)		280,498	\$ 76,248	\$ 42,000	\$ 67,000	\$ 95,250	\$ -					
14	Total Client and Third Party Revenues (Sum of lines 19 through 23)	\$ -	\$ 339,436	\$ 76,248	\$ 42,000	\$ 67,000	\$ 95,250	\$ 58,938	\$ -	\$ -	\$ -	\$ -	\$ -
15	GROSS PROGRAM REVENUE BUDGET	\$ -	\$ 2,470,766	\$ 427,087	\$ 450,211	\$ 458,428	\$ 640,355	\$ 144,060	\$ 93,625	\$ 257,000	\$ -	\$ -	\$ -



III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Casa Juana Maria	Alameda House	CG House	Polly's House	DLV	Family Advocate	Santa Barbara Consumer Led Program (Recovery Learning Center)
III.A. Salaries and Benefits Object Level									
16 6000-6001: Salaries (Complete Staffing Schedule)		\$ 1,222,337	\$ 226,564	\$ 237,658	\$ 237,657	\$ 307,129	\$ 31,772	\$ 44,173	\$ 137,384
17 6128-6129 Benefits (medical, dental, vision & 401k)		\$ 122,234	\$ 22,656	\$ 23,766	\$ 23,766	\$ 30,713	\$ 3,177	\$ 4,417	\$ 13,739
18 Consultant		\$ 4,000							\$ 4,000
19 6123-6125-6127: Payroll Costs (FICA, SUTA & WC, Unemployment insurance)		\$ 122,233	\$ 22,656	\$ 23,765.80	\$ 23,765.70	\$ 30,713	\$ 3,177	\$ 4,417	\$ 13,739
20 Salaries and Benefits Subtotal	\$ -	\$ 1,470,804	\$ 271,876	\$ 285,190	\$ 285,188	\$ 368,555	\$ 38,126	\$ 53,008	\$ 168,861
III.B Services and Supplies Object Level									
21 6221: Rent / Mortgage		\$ 310,478	\$ 41,436	\$ 43,260	\$ 49,440	\$ 60,000	\$ 57,968	\$ 3,806	\$ 54,568
22 6233:Supplies		\$ 24,824	\$ 7,711	\$ 3,277	\$ 3,336	\$ 6,000	\$ 4,500		
23 6234: Staff Expense / New Hire Testing		\$ 6,130	\$ 630	\$ 1,500	\$ 1,500	\$ 2,500			
24 6235: Telephone / Communication		\$ 20,898	\$ 4,922	\$ 3,956	\$ 4,154	\$ 4,950	\$ 2,916		
25 6237:Utilities		\$ 31,148	\$ 6,765	\$ 5,089	\$ 6,872	\$ 7,500	\$ 4,922		
26 6239:Repairs & Maintenance		\$ 45,654	\$ 6,390	\$ 13,595	\$ 11,201	\$ 10,000	\$ 4,468		
28 6245:Mileage (reim., fuel, repairs & registration)		\$ 20,808	\$ 2,308	\$ 6,350	\$ 6,150	\$ 6,000			
29 6263: Equipment & Furnishings		\$ 11,056	\$ 1,056	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500		
30 6265:Insurance		\$ 24,799	\$ 3,065	\$ 6,404	\$ 6,405	\$ 6,405	\$ 2,520		
31 6267: Licenses		\$ 1,812	\$ 604	\$ 604	\$ 604	\$ -			
32 6275:Professional Services		\$ 4,306				\$ -	\$ 4,306		
33 6289: Miscellaneous		\$ 3,032	\$ 532	\$ 500	\$ 500	\$ 1,000	\$ 500		
34 6388: Depreciation		\$ 19,992	\$ 9,996			\$ 9,996			
35 Start Up Fees / Polly's House / Licensing		\$ 25,000				\$ 25,000			
36 Services and Supplies Subtotal	\$ -	\$ 549,937	\$ 85,415	\$ 87,035	\$ 92,662	\$ 141,851	\$ 84,600	\$ 3,806	\$ 54,568
III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)		\$ -							
37 6231: Food - SSI Funded		\$ 70,800	\$ 14,500	\$ 14,500	\$ 14,500	\$ 24,800	\$ 2,500		
38									
39									
40 SUBTOTAL DIRECT COSTS	\$ -	\$ 2,091,542	\$ 371,791	\$ 386,725	\$ 392,350	\$ 535,206	\$ 125,227	\$ 56,814	\$ 223,429
IV. INDIRECT COSTS									
41 6999: Administrative Indirect Costs (Reimbursement limited to 15%)		\$ 310,945	\$ 55,296	\$ 56,832	\$ 58,423	\$ 80,281	\$ 18,833	\$ 7,710	\$ 33,571
42 GROSS DIRECT AND INDIRECT COSTS (Sum of lines 40+41)	\$ -	\$ 2,402,487	\$ 427,087	\$ 443,557	\$ 450,773	\$ 615,487	\$ 144,060	\$ 64,524	\$ 257,000

**EXHIBIT C**  
**STANDARD**  
**INDEMNIFICATION**  
**AND**  
**INSURANCE PROVISIONS**

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**EXHIBIT C**

**INDEMNIFICATION AND INSURANCE REQUIREMENTS**

(For Professional Contracts version 2014 04 04)

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INDEMNIFICATION

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.

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, its 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.
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 obtain the required documents

prior to the work beginning shall not waive the Contractor's obligation to provide them. The Contractor shall furnish evidence of renewal of coverage throughout the term of the Agreement. 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 five (5) years after completion of contract 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 five (5) 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 D**

**LOBBYING**

**CERTIFICATIONS**

**Attachment 1  
State of California  
Department of Health Care Services**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Printed Name of Person Signing for Contractor

\_\_\_\_\_  
Contract / Grant Number

\_\_\_\_\_  
Signature of Person Signing for Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

After execution by or on behalf of Contractor, please return to:

Santa Barbara County Department of Behavioral Wellness  
Contracts Division  
Attn: Contracts Manager  
429 N. San Antonio Rd.  
Santa Barbara, CA 93110

County reserves the right to notify the contractor in writing of an alternate submission address

**CERTIFICATION REGARDING LOBBYING**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<p>1. Type of Federal Action:  <input type="checkbox"/> a. contract                  b. grant                  c. cooperative agreement                  d. loan                  e. loan guarantee                  f. loan insurance</p>	<p>2. Status of Federal Action:  <input type="checkbox"/> a. bid/offer/application                  b. initial award                  c. post-award</p>	<p>3. Report Type:  <input type="checkbox"/> a. initial filing                  b. material change                  For Material Change Only: Year                  _____ quarter _____                  date of last report _____.</p>
<p>4. Name and Address of Reporting Entity:   <input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee                     Tier ____, if known:                   Congressional District If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:                    Congressional District If known:</p>	
<p>6. Federal Department Agency</p>	<p>7. Federal Program Name/Description:                   CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:                   \$</p>	
<p>10.a. Name and Address of Lobbying Registrant                  (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a.                  (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____                  Print Name: _____                  Title: _____                  Telephone No.: _____                      Date: _____</p>	
<p><b>Federal Use Only</b></p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the Individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

FY 18-19 EXHIBIT E – Mental Health

PROGRAM GOALS, OUTCOMES AND MEASURES

Adult Program Evaluation Intensive Residential Programs				
Program Goal	Outcome	Casa Juana Maria	Cottage Grove	Alameda House
1. Prepare clients to transition from institutional care to community living and secure community living arrangements for client prior to graduation	I. Increased life skills needed to participate in purposeful activity, increase quality of life and successfully transition to community living: A. Maintain the percent of clients employed, enrolled in school or training, or volunteering at 30%. B. Maintain the average number of clients graduating to a lower level of care per quarter at X%. C. Reduce homelessness by maintaining the percent of clients with stable/permanent housing at X%.	30%	10%	10%
		N/A	20%	20%
		100%	50%	50%
		0%	10%	10%
2. Reduce mental health and substance abuse symptoms resulting in reduced need for involuntary or higher level of care services	1. Maintain the percent of clients that become incarcerated per quarter at X% or less. 2. Maintain the average number of psychiatric inpatient admissions per quarter at x% or less.	%	=<5%	=<5%
		N/A	55%	55%
3. Ensure the sustainability of program services for clients	1. Maintain the average monthly Medi-Cal billing rate of X%.	N/A	55%	55%

Adult Program Evaluation Recovery Learning Center		
Program Goal	Outcome	Measures
Assist clients in their mental health recovery process and with developing the skills necessary to lead independent, healthy and productive lives in the community	<ol style="list-style-type: none"> <li>1. Provide services to X unduplicated clients per month.</li> <li>2. Provide a minimum of X computer classes per month in the RLC Computer Lab.</li> <li>3. Provide a minimum of X peer-led groups per month (e.g., Wellness Recovery Action Plan/WRAP, peer support groups, career exploration and benefits planning.</li> <li>4. Provide a minimum of X family support groups per month.</li> <li>5. Provide intern placement opportunities for X peer recovery staff per year.</li> </ol>	<p>150</p> <p>2</p> <p>8</p> <p>4</p> <p>5</p>

Adult Program Evaluation Family Advocate		
Program Goal	Outcome	Measures
1. Provide family members with information and necessary skills to support the needs of clients with Serious Mental Illness (SMI) so that they may achieve and sustain their recovery	<ol style="list-style-type: none"> <li>1. Provide services to X family members per quarter.</li> <li>2. Provide services to X unduplicated family members per year.</li> <li>3. Provide a minimum of X family recovery-oriented support groups per month.</li> <li>4. Provide a minimum of X family education trainings per month (e.g., Family-to-Family and crisis support).</li> <li>5. Respond to 100% referrals of family members within five (5) days of first contact</li> </ol>	<p>125</p> <p>200</p> <p>4</p> <p>4</p> <p>100%.</p> <p>(# of referrals responded to in 5 days/ total # of referrals received).</p>

**FY 19-20 EXHIBIT E – Mental Health**

**PROGRAM GOALS, OUTCOMES AND MEASURES**

Program Evaluation		
Program Goals	Outcomes	MWC (all outcomes are in %)
		Housing / Board and Care
1. Reduce mental health and substance abuse symptoms resulting in reduced utilization of involuntary care and emergency rooms for mental health and physical health problems	A. Incarcerations / Juvenile Hall	≤5
	B. Psychiatric Inpatient Admissions	≤5
	C. Physical Health Hospitalizations	≤10
	D. Physical Health Emergency Care	≤10
2. Assist clients in their mental health recovery process and with developing the skills necessary to lead independent, healthy and productive lives in the community.	A. Stable/Permanent Housing	≥95
	B. Engaged in Purposeful Activity	≥40 *McMillan ≥15
	C. <b>Of those who discharged (#dc = denominator):</b> % who transitioned to a higher level of care	≥15
	D. <b>Of those who discharged (#dc = denominator):</b> % who transitioned to a lower level of care (or graduated/discharged bc care no longer needed or medical necessity not met)	≥85
	E. Incidents requiring a higher level of supervision	N/A
	F. Percent of clients who “showed improvement” on the Milestones of Recovery (MORS)	N/A



# **ATTACHMENT F**

## **FEMA GRANT CONDITIONS**

**Attachment F**

**FEMA Grant Conditions**

**ATTACHMENT F**

**FEMA Grant Conditions**

(applicable to programs described in Exhibit A-7)

Additional Federal Clauses Applicable for Federal Funding under this Agreement:

(2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)

1. REMEDIES FOR NONCOMPLIANCE

- A. In the event COUNTY determines, in its sole discretion, that CONTRACTOR is not in compliance with the terms and conditions set forth herein, COUNTY may: Require payments as reimbursements rather than advance payments;
- B. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- C. Require additional, more detailed financial reports;
- D. Require additional project monitoring;
- E. Requiring CONTRACTOR to obtain technical or management assistance; or
- F. Establish additional prior approvals.

2. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, CONTRACTOR agrees as follows:

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments

under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

### 3. CLEAN AIR ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### 4. FEDERAL WATER POLLUTION CONTROL ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- B. CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. DEBARMENT AND SUSPENSION

- A. 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.
- B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- C. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- D. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- E. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

CONTRACTOR shall file the required certification attached as Exhibit F-1, *Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))*, which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## 7. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:
- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site:
- <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

## 8. CHANGES

- A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state:
- i. The date, nature, and circumstances of the conduct regarded as a change;
  - ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
  - iii. The identification of any documents and the substance of any oral communication involved in such conduct;
  - iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
  - v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
    - What line items have been or may be affected by the alleged change;
    - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
    - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
    - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and



- vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.
- B. Continued Performance. Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.
- C. COUNTY Response. COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either:
- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
  - ii. Countermand any communication regarded as a change;
  - iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
  - iv. In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.
- D. Equitable Adjustments.
- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --
    - In the contract price or delivery schedule or both; and
    - In such other provisions of the Agreement as may be affected.
  - ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to provide notice or to continue performance as provided herein.

## 9. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. CONTRACTOR agrees to provide COUNTY, the California Governor's Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

10. USE OF U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) LOGO

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

11. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement. CONTRACTOR will only use FEMA funds as authorized herein. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

**Attachment F-1**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS  
(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))**

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. the undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official

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Date