

AGREEMENT

FOR SERVICES OF INDEPENDENT CONTRACTOR

BC _____

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and Casa Serena with an address at 1515 Bath St., Santa Barbara, CA (hereafter Contractor) 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;

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. Lisette Fraser at phone number 805-966-1260 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
Santa Barbara County
Department of Behavioral Wellness
300 N. San Antonio Road
Santa Barbara, CA 93110
FAX: 805-681-5262

To Contractor: Lisette Fraser, Executive Director
Casa Serena
1515 Bath St.
Santa Barbara, CA 93101
Phone: 805-966-1260
Fax: 805-966-6695

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.

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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 7/1/2016 and end performance upon completion, but no later than 6/30/2019 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. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

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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. As required by 42 CFR sections 455.101 and 455.104, Contractor will complete a Conflict of Interest form provided by County.

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

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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

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

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

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amount of the audit exceptions and any other related costs directly to County as specified by County in the notification.

15. INDEMNIFICATION AND INSURANCE

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C 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.

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.**
 - A. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.

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- A. 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.
 - B. 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.

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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 Alcohol, Drug & Mental Health Services. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

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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.

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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. PRIOR AGREEMENTS.

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

36. MANDATORY DISCLOSURE.

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. Failure to make required disclosures can result in any of the remedies described in 45 C.F.R. Section 75.371, including suspension or debarment. (See also 2 C.F.R. part 180 and 376, and 31 U.S.C. 3321.)

AGREEMENT

THIS AGREEMENT INCLUDES:

1. Exhibit A
 - i. EXHIBIT A – Alcohol & Drug Program (ADP) - Statement of Work
 - ii. EXHIBIT A-1 ADP - Statement of Work – Residential Treatment and Alcohol & Drug Free Housing
 - iii. ATTACHMENT E ADP - Program Goals, Outcomes and Measures
2. EXHIBIT B
 - i. EXHIBIT B ADP – Financial Provisions
 - ii. EXHIBIT B-1 ADP – Schedule of Rates and Contract Maximum
 - iii. EXHIBIT B-2 – Contractor Budget
 - iv. EXHIBIT B-3 ADP - Sliding Fee Scale
3. EXHIBIT C – Standard Indemnification and Insurance Provisions

Agreement

SIGNATURE PAGE

Agreement for Services of Independent Contractor between the County of Santa Barbara and Casa Serena.

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

COUNTY OF SANTA BARBARA:

By: _____
PETER ADAM
CHAIR, BOARD OF SUPERVISORS
Date: _____

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

CONTRACTOR:
Casa Serena

By: _____
Deputy Clerk
Date: _____

By: _____
Authorized Representative
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

RECOMMENDED FOR APPROVAL:
ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: _____
Director

By: _____
Risk Management

**EXHIBIT A – ADP
STATEMENT OF WORK**

THIS EXHIBIT A ADP INCLUDES THE FOLLOWING PARTS:

1. EXHIBIT A – Alcohol & Drug Program (ADP) - Statement of Work
2. EXHIBIT A-1 ADP - Statement of Work – Residential Treatment and Alcohol & Drug Free Housing
3. ATTACHMENT E ADP - Program Goals, Outcomes and Measures

**EXHIBIT A – ADP
STATEMENT OF WORK**

The following terms shall apply to all Alcohol and Drug Program (ADP) programs operated under this contract, included as Exhibits A-1.

1. **PERFORMANCE.** Contractor shall adhere to all County requirements, all relevant provisions of the California Code of Regulations Title 9, Division 4 and all relevant provisions of applicable law that are now in force or which may hereafter be in force. Contractor shall abide by all applicable State Program Certification standards and regulations, and by the contract between the County Department of Behavioral Wellness (DBW) and State Department of Healthcare Services (DHCS) for Substance Use Disorder Services, Agreement Number 14-90100, available at <http://countyofsb.org/behavioral-wellness>.
2. **STAFF.**
 - A. **TRAINING.** Contractor shall provide training, including through attendance at County-sponsored training sessions as available, to each Program staff member, within thirty (30) days of the date of hire regarding the following:
 - i. For Treatment Programs:
 - a. County Management Information System (MIS) system, including the California Outcomes Measurement System (CalOMS) Treatment,
 - b. Drug Medi-Cal; and
 - c. All applicable evidence-based treatment models and programs as agreed between provider and County in writing.
 - B. Contractor shall ensure that each staff member providing clinical services attends the County's training sessions regarding documentation requirements, including but not limited to CalOMS and CalOMS Pv under Drug Medi-Cal and other related State, Federal and local regulations.
 - C. Staff hired to work directly with clients shall have competence and experience in working with clients with substance use disorders and co-occurring disorders.
 - D. Overdose Prevention Training.
 - i. Contractor shall:
 - a. Ensure all direct treatment staff become familiar with overdose prevention principles and techniques, including through trainings and materials provided by Department of Behavioral Wellness;
 - b. Make available and distribute prevention overdose materials, as provided by Department of Behavioral Wellness, to all staff and clients.

**EXHIBIT A – ADP
STATEMENT OF WORK**

- E. Contractor shall notify County of any staffing changes as part of the quarterly Staffing Report, in accordance with Section 4.B. Reports, Staffing herein. Contractor shall notify admhscontractsstaff@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 for staff planning a formal leave of absence.
- F. At any time prior to or during the term of this Agreement, the County may require that Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this 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.
- G. County may request that Contractor's staff be immediately removed from working on the County Agreement for good cause during the term of the Agreement.
- H. County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- I. Disqualification, if any, of Contractor staff, pursuant to this Section, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

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

- A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Drug Medi-Cal provider if Title 22 California Code of Regulations (CCR) Drug Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to the Department of Behavioral Wellness (DBW) Alcohol and Drug Program, upon request.
- B. In the event license/certification status of a staff member cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement.
- C. If Contractor is a participant in the Drug Medi-Cal program, Contractor shall keep fully informed of all current guidelines disseminated by the Department of Health Care Services (DHCS), Department of Public Health (DPH) and Department of Social Services (DSS), as applicable, including, but not limited to, procedures for maintaining Drug Medi-Cal certification of all its facilities.

EXHIBIT A – ADP
STATEMENT OF WORK

D. Contractor shall follow the pre-registration requirements for new alcohol and other drug (AOD) counselors in California. California law requires registration and certification of individuals providing AOD counseling services, as specified in Title 9 CCR, Division 4, Chapter 8, Sections 13000 et seq (This new requirement does NOT apply to counselors already registered with or certified by State approved and nationally-accredited agencies, or to interns registered with the California Board of Psychology or the California Board of Behavioral Sciences, in accordance with Title 9 CCR, Section 13015).

4. REPORTS.

A. **TREATMENT PROGRAMS.** In accepting funds for treatment services, Contractor agrees to submit the following:

- i. Electronic Drug & Alcohol Treatment Access Report (DATAR) for each treatment site, per 45 CFR Section 96.126.
- ii. Complete Cal OMS County Admission Forms and Cal OMS County Discharge Forms in the County MIS system for each client within 30 days from admission/discharge.

B. **STAFFING.** Contractor shall submit quarterly Staffing Reports to County. These reports shall be on a form acceptable to, or provided by, County and shall report actual staff hours worked by position 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 reports shall be received by County no later than 25 calendar days following the end of the quarter being reported.

C. **PROGRAMMATIC.** Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than 25 calendar days following the end of the quarter being reported. Programmatic reports shall include the following:

- i. 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;
- ii. 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/or Certifications, changes in population served and reasons for any such changes;
- iii. The number of active cases and the number of clients admitted or discharged;

EXHIBIT A – ADP
STATEMENT OF WORK

- iv. The Measures described in Attachment E, Program Goals, Outcomes and Measures as applicable or as otherwise agreed by Contractor and Behavioral Wellness through Amendment to Attachment E. Such Amendments to Attachment 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 in its report any other data that demonstrate the effectiveness of Contractor's programs; and
 - v. For Perinatal programs, report shall include the number of women and children served, number of pregnant women served, and the number of births.
- D. **ADDITIONAL REPORTS.** Contractor shall maintain records and make statistical reports as required by County State Department of Health Care Services (DHCS), Department of Public Health (DPH) or Department of Social Services (DSS), as applicable, on forms provided by or acceptable to, the requesting agency. Upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow 30 days for Contractor to respond.
5. **BILLING DOCUMENTATION.**
- A. Contractor shall use County's MIS system to enter claims for all Drug Medi-Cal (DMC) services and all Intensive Outpatient Treatment, Rehabilitative/Ambulatory Outpatient or ODF – Group, and Rehabilitative/Ambulatory ODF – Individual services, as specified in Exhibit B. Contractor shall document progress note in the client's file. All progress notes shall adhere to Drug Medi-Cal guidelines. These notes will serve as documentation for billable Drug Medi-Cal units of service. If Contractor and County have an agreement on file to upload services through a designated batch upload process, this upload process shall be completed within 10 calendar days of the end of the month in which the service was provided. If Contractor enters services directly into the ADP Electronic Health Record, claims shall be submitted to the County MIS Unit within 72 hours of service delivery.
 - B. In the event that the MIS system is offline, County will notify providers within 24 hours for reporting purposes.
6. **DRUG MEDI-CAL VERIFICATION.** Contractor shall be responsible for verifying client's Drug Medi-Cal eligibility status and will take steps to reactivate or establish eligibility where none exists.

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7. **CONFIDENTIALITY.** Contractor agrees to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; 45 CFR Section 96.132(e), 45 CFR Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; 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. Patient records must comply with all appropriate State and Federal requirements. Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
8. **CLIENT AND FAMILY MEMBER EMPOWERMENT**
 - A. Contractor agrees to support active involvement of clients and their families in treatment, recovery, and policy development.
 - B. Contractor shall maintain a grievance policy and procedure to address client/ family satisfaction complaints.
9. **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:
 - i. The number of Bilingual and Bicultural staff (as part of the quarterly staffing report), and the number of culturally diverse clients receiving Program services;
 - ii. Efforts aimed at providing culturally competent services such as training 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;
 - C. Contractor shall provide staff with regular training on cultural competence, sensitivity and the cultures within the community;
10. **NOTIFICATION REQUIREMENTS**
 - A. Contractor shall immediately notify Behavioral Wellness Quality Care Management (QCM) at 805-681-5113 in the event of:
 - i. Known serious complaints against licensed/certified staff;
 - ii. Restrictions in practice or license/certification as stipulated by a State agency;
 - iii. Staff privileges restricted at a hospital;

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- iv. Other action instituted which affects staff's license/certification or practice (for example, sexual harassment accusations); or
 - v. Any event triggering Incident Reporting, as defined in Behavioral Wellness Policy and Procedure #28, Unusual Occurrence Incident Report.
- B. Contractor shall immediately contact the Behavioral Wellness Compliance Hotline (805-884-6855) should any of the following occur:
- i. Suspected or actual misappropriation of funds under Contractor's control;
 - ii. Legal suits initiated specific to the Contractor's practice;
 - iii. Initiation of criminal investigation of the Contractor; or
 - iv. HIPAA breach.
- C. 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: side effects requiring medical attention or observation, behavioral symptoms presenting possible health problems, or any behavioral symptom that may compromise the appropriateness of the placement.
- D. Contractor may contact admhscontractsstaff@co.santa-barbara.ca.us for any contractual concerns or issues.
- E. "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 (Phone number: 805-884-6855).
11. **MONITORING.** Contractor agrees to cooperate with the County's Monitoring process which ensures medical necessity (for Drug Medi-Cal services) appropriateness and quality of care. This review may include clinical record peer review, client survey, and other program monitoring practices, as required by the State ADP Contract 14-90100, pages 31 and 32 of Exhibit A. Contractor will cooperate with these programs, and will furnish necessary assessment and treatment plan information, subject to Federal or State confidentiality laws, and provisions of this Agreement. County shall assign staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, fiscal and overall performance activity. Behavioral Wellness staff shall conduct periodic on-site reviews of Contractor's client charting.
12. **QUARTERLY MEETINGS.** Department of Behavioral Wellness shall conduct quarterly meetings, as indicated, with Providers to collaboratively discuss Programmatic, Fiscal, and Contract matters.
13. **ADDITIONAL PROGRAM REQUIREMENTS**

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- A. Contractor shall provide services in coordination and collaboration with Behavioral Wellness, including Mental Health Services, Probation, other County departments, and other community based organizations, as applicable.
 - B. Contractor shall provide a safe, clean and sober environment for recovery.
 - C. Specific Curricula:
 - i. Contractor shall stay informed on, and implement Matrix (available online), or other current evidence-based practice curriculum that is approved by the County, in providing treatment services.
 - ii. Contractor shall provide *Seeking Safety* (training provided by County) or other trauma-informed services where indicated.
 - iii. Contractor shall utilize motivational interviewing techniques, as defined by Treatment Improvement Protocol ([TIP](#)) [35: Enhancing Motivation for Change in Substance Use Disorder Treatment](#) (SAMHSA) in providing counseling services (available online).
 - D. Contractor shall require clients to attend Twelve Step or other self-help support groups and activities unless not clinically indicated.
 - E. Contractor shall require each client to be screened for Tuberculosis (TB) prior to admission using the Alcohol and Drug Program (ADP) TB Screening Questions and Follow-Up Protocol.
 - F. Contractor shall refer pregnant clients to Perinatal specialized services, as clinically indicated.
 - G. Contractor shall adhere to all applicable State, Federal, and County requirements, with technical assistance from DBW.
 - H. Grant-funded services, such as those funded by Substance Abuse and Mental Health Services Administration (SAMHSA) shall adhere to the terms and conditions of the Notice of Grant Award, the original grant proposal, and any subsequent grant reapplications, as provided by Behavioral Wellness, if applicable.
 - I. Contractor shall attend Behavioral Wellness ADP Provider meetings as needed to receive information and support in addressing treatment concerns.
14. **DEFINITIONS.** The following terms as used throughout this Agreement shall have the meanings as set forth below.
- A. **CalWORKs:** CalWORKs is a program that provides cash aid and services to eligible needy California families, with the goal of transitioning them into the workforce. Through the CalWORKs program, funds are provided for alcohol and drug treatment for CalWORKs clients in order to help them obtain and retain employment. Services are provided through the County's network of providers. Treatment needs are identified in the client's Welfare-to-Work Plan.

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- B. Substance Abuse Treatment Court (SATC):** SATC facilitates recovery of individuals within the criminal justice system by offering alternatives to traditional criminal processing for individuals with charges related to substance abuse. SATC provides a comprehensive and judicially monitored program of drug treatment and rehabilitation services for whom substance use disorder services are determined to be medically necessary and consistent with Title 22 Section 51303 and 51341.1. Services include individual and group counseling, community referrals for ancillary services, and drug testing according to SATC Standards and Practices.

15. State Contract Compliance

- A. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

Nullification of Drug Medi-Cal (DMC) Treatment Program substance use disorder services (if applicable)

The parties agree that if the Contractor fails to comply with the provisions of Welfare and Institutions Code (W&I) Section 14124.24, all areas related to the DMC Treatment Program substance use disorder services shall be null and void and severed from the remainder of this Contract.

In the event the Drug Medi-Cal Treatment Program Services component of this Contract becomes null and void, an updated Exhibit B-1 will take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Contract. All other requirements and conditions of this Contract will remain in effect until amended or terminated.

- B. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

- C. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drug and alcohol- related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol- related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce these requirements.

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D. Noncompliance with Reporting Requirements

Contractor acknowledges that the State may withhold payments until County has submitted any required data and reports to the State, on behalf of Contractor, and County may withhold payment to Contractor until such reports are submitted in accordance with Exhibit B of the State Contract 14-90100.

E. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

F. Restriction on Distribution of Sterile Needles

No funds made available through this Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users with Substance Abuse Prevention and Treatment Block Grant funds.

G. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Contract is subject to the HIPAA, then Contractor shall perform the work in compliance with all applicable provisions of HIPAA. The State and County shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies.

i. Trading Partner Requirements

- a. No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))
- b. No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b))
- c. No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications. (45 CFR Part 162.915 (c))

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d. No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification. (45 CFR Part 162.915 (d))

ii. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that the State or others may request an extension for the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

iii. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

iv. Deficiencies

County agrees to cure transactions errors or deficiencies identified by the State, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

v. Code Set Retention

Both Parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.

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vi. Data Transmission Log

Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between the Parties during the term of this Contract. Each Party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

H. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54.

I. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8.

J. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards.

K. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo alcohol and other drug (AOD) treatment (42 USC 300x-23 (96.126(e)).

L. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):

- i. Routinely make available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;
- ii. Reduce barriers to patients' accepting TB treatment; and,

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- iii. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

M. Trafficking Victims Protection Act of 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to: <http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>

N. Tribal Communities and Organizations

County shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the County.

- O. Participation of County Alcohol and Drug Program Administrators Association of California. Pursuant to HSC Section 11801(g), the AOD administrator shall participate and represent the county in meetings of the County Alcohol and Drug Program Administrators Association of California for the purposes of representing the counties in their relationship with the state with respect to policies, standards, and administration for alcohol and other drug abuse services. Pursuant to HSC Section 11811.5(c), the county alcohol and drug program administrator shall attend any special meetings called by the Director of DHCS.

- P. Youth Treatment Guidelines. Contractor will follow the "Youth Treatment Guidelines," incorporated by this reference, in developing and implementing youth treatment programs funded under this Exhibit, until such time as new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this contract.

http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf

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Q. Perinatal Services Network Guidelines 2015

Pursuant to 45 CFR 96.124(c)(1)-(3) the County shall expend the specified percentage of SAPT Block Grant funds, as calculated by said regulations, on perinatal services, pregnant women, and women with dependent children each state fiscal year (SFY). The County shall expend these funds either by establishing new programs or expanding the capacity of existing programs. The County shall calculate the appropriate amount by using Generally Accepted Accounting Principles and the composition of the base shall be applied consistently from year to year. (See the County share of SAPT Block Grant Women Services Expenditure Requirement.)

Contractor shall comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines 2015, promulgated under 45 CFR 96.137. The “Perinatal Services Network Guidelines 2015” are incorporated by reference. The contractor shall comply with the “Perinatal Services Network Guidelines 2015” until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this contract shall not require a formal amendment.

<http://www.dhcs.ca.gov/individuals/Documents/PSNG2014Final21214.pdf>

All SAPT BG-funded programs providing treatment services designed for pregnant women and women with dependent children will treat the family as a unit and therefore will admit both women and their children into treatment services, if appropriate.

The Contractor must directly provide, or provide a referral for, the following services:

- i. Primary medical care for women, including referral for prenatal care and, while the women are receiving such services, child care;
- ii. Primary pediatric care, including immunization, for their children;
- iii. Gender specific substance abuse treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting, and child care while the women are receiving these services;
- iv. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse, and neglect; and
- v. Sufficient case management and transportation to ensure that women and their children have access to services.

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- R. Restrictions on Grantee Lobbying – Appropriations Act Section 503. No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature, except in presentation to the Congress or any State legislative body itself.

No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient or agent during for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

- S. Nondiscrimination in Employment and Services. By signing this Agreement, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

T. Federal Law Requirements:

- i. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
- ii. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- iii. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- iv. Age Discrimination in Employment Act (29 CFR Part 1625).
- v. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- vi. Title 11 of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- vii. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- viii. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

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- ix. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
 - x. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
 - xi. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
 - xii. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- U. State Law Requirements:
- i. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
 - ii. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
 - iii. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800
 - iv. No state or federal funds shall be used by the Contractor for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or to provide direct, immediate, or substantial support to any religious activity.
 - v. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.
- V. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.
- W. Contractor shall comply with the following regulations and guidelines:
- i. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8;
 - ii. Drug Medi-Cal Certification Standards for Substance Abuse Clinics;
 - iii. Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1;
 - iv. Standards for Drug Treatment Programs (October 21, 1981);
 - v. Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq; and

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vi. Title 22, CCR, sections 51000 et seq.

In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.

**EXHIBIT A-1
STATEMENT OF WORK-ADP**

RESIDENTIAL TREATMENT & ALCOHOL AND DRUG FREE HOUSING

1. PROGRAM SUMMARY.

- A. **Residential Treatment:** The Main House, Oliver House, and Graduate House Programs (hereafter “the Programs”) provide long term residential Alcohol and Other Drug (AOD) treatment services to adult female clients who cannot obtain and maintain sobriety in less intensive treatment models such as Outpatient Drug Free (ODF) or Intensive Outpatient Programs (IOP). Contractor offers organized treatment services that feature a planned regimen of care in a 24-hour residential setting. Treatment services adhere to defined policies, procedures and clinical protocols. Contractor offers permanent facilities where clients reside safely. The Programs are staffed 24 hours per day and provide intensive counseling and daily life skills training. Mutual/self-help group meetings are also available on site. The Programs shall be licensed by the State of California Department of Social Services as a Residential Recovery Program for women 18 years of age and over.
- B. **Alcohol and Drug Free Housing:** The Programs provide Alcohol and Drug Free Housing (ADFH) services which help women in recovery maintain an alcohol and drug free lifestyle. ADFH is limited to Welfare to Work (WTW) eligible participants who are participating in the CalWORKs Resource Support Team (RST) program and includes providing a safe and sober living environment within a self-help model of support.
- C. **Residential Treatment & Alcohol and Drug Free Housing shall be provided at the following locations:**
- i. Main House is an 18 bed facility located at 1515 Bath Street, Santa Barbara, California;
 - ii. Oliver House is a 4 bed facility located at 147 Oliver Road, Santa Barbara, California;
 - iii. Graduate House is a 9 bed facility located at 1922 Castillo Street, and 1924 Castillo Street, Santa Barbara, California.

2. PROGRAM GOALS.

- A. **Residential Treatment:**
- i. Introduce participants to an ongoing process of recovery designed to achieve total abstinence from abuse of AOD;
 - ii. Promote self-sufficiency and empower substance abusers to become productive and responsible members of the community;
 - iii. Reduce recidivism and increase community safety;
- a. **Main House:**
- 1. Assist women in need of recovery from alcoholism and/or addictions to become sober and introduce them to the Twelve Step recovery process;

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RESIDENTIAL TREATMENT & ALCOHOL AND DRUG FREE HOUSING

2. Enhance clients' quality of life by guiding and supporting their personal recovery;
3. Teach, reinforce, and model healthy and effective life skills;

b. **Oliver House:**

1. Allow recovering mothers to reunite with their children in a safe and nurturing environment;
2. Allow women who achieve sobriety while pregnant to welcome healthy babies into a sober and supportive environment;

c. **Graduate House (if funding provided in Exhibit B-1):**

1. Assist women to build a strong foundation for recovery, through participation in individual, group, and peer-support groups as well as attendance at Twelve Step meetings.

B. **Alcohol and Drug Free Housing:**

- i. Assist clients to establish a clean and sober lifestyle;
- ii. Assist clients in maintaining sobriety, by offering support and housing resources in the community.

3. **SERVICES.**

A. **Residential Treatment:**

- i. Residential Recovery Long Term Services - Over thirty (30) days of non-acute care in a setting with recovery/treatment services for alcohol and other drug use and dependency.
- ii. Contractor shall provide a residence for clients undergoing inpatient drug and alcohol treatment, staffed 24 hours per day, 7 days per week.
- iii. Contractor shall provide services that include the following elements, as further detailed in the most recent State of California Perinatal Services Network Guidelines:
 - a. Parenting classes;
 - b. Personal recovery/treatment planning;
 - c. Educational sessions, including, but not limited to, educational/vocational training and life skills resources; TB and HIV education and counseling; education and information on the effects of alcohol and drug use during pregnancy and breast feeding; and parenting skills building and child development information, as described in Health and Safety Code (HSC) § 11757.59;

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RESIDENTIAL TREATMENT & ALCOHOL AND DRUG FREE HOUSING

- d. Social/recreational activities;
 - e. Individual and group counseling sessions;
 - f. Case management services as described in Title 45 Code of Federal Regulations (CFR) § 96.124 and HSC § 11757.59(b)(2)(A);
 - g. Transportation provided or arranged for to and from the recovery and treatment site, and to and from ancillary services for women who do not have their own transportation, as described in Title 45 CFR § 96.124 and HSC § 11757.59(b)(2)(I).
 - h. Contractor shall make childcare available for clients' children while the women are participating in on-site treatment program activities and off-site ancillary services as described in Title 45 CFR § 96.124 and HSC § 11757.59(b)(2)(F).
 - i. Contractor shall provide clients with information about, and assistance obtaining, ancillary services, including, but not limited to off-site child care, health services including primary medical care, primary pediatric care, and dental care, social services, community services, and educational and vocational training.
- iv. Contractor shall provide drug testing as described in the Department of Behavioral Wellness (DBW) Drug Testing Policy and Procedures.

B. Alcohol & Drug Free Housing:

- i. Contractor shall provide an alcohol- and drug- free housing environment for clients recovering from substance abuse. Program residents may be encouraged to participate in self-help meetings or any other activity that helps them maintain sobriety.
- ii. Contractor shall adhere to Behavioral Wellness Standards for Sober Living Environments, Sober Living Guidelines, and California Association of Addiction Recovery Resources (CAARR) Standards for Sober Living Environments, incorporated herein by reference.
 - a. CAARR has established a registration process for homes meeting the Sober Living Standards. It is not a certification or accreditation, but rather an acknowledgement that a home states that it meets the Sober Living Environment Standards, declares that it will continue to abide by the Standards, and is visited on an annual basis by peers who witness the environment and recognize that the program meets the minimum Standards. The name of the program will then be placed in the official Registry, and the program will receive a certificate. Contractor shall apply for CAARR registration within 30 days of contract execution.
- iii. Contractor shall only receive reimbursement for ADFH services provided to WTW female clients participating in the CalWORKs Resource Support Team program.

**EXHIBIT A-1
STATEMENT OF WORK-ADP**

RESIDENTIAL TREATMENT & ALCOHOL AND DRUG FREE HOUSING

- iv. Contractor shall cooperate with Behavioral Wellness in providing housing for WTW clients. Contractor shall notify Behavioral Wellness if any of the following occur:
 - a. Unusual incident occurs involving a client.
 - b. Client leaves Contractor's program.
 - c. Contractor suspects drug or alcohol use by the client.

4. CLIENTS.

A. **Residential Treatment:** Contractor shall provide services as described in Section 3 to approximately 20 clients, aged 18 and over, referred by sources described in Section 6 (Referrals).

- i. Main House: Contractor shall provide an average of 5 beds, and room and board, to clients in the Main House, as part of this agreement. Occupancy shall not exceed three clients per room. After the first 2 weeks of residency, clients are required to seek and obtain employment, undertake volunteer commitments, or attend school.
- ii. Oliver House: Contractor shall provide an average of 5 beds, and room and board to clients in the Oliver House, as part of this agreement. Occupancy shall not exceed one client and two children under twelve (12) years old per room. Clients are required to work or volunteer at least 20 hours per week. After the initial 6 months of treatment, the client is expected to be self-supporting.
- iii. Graduate House: Contractor shall provide beds to clients in the Graduate House, if funding is specified in Exhibit B-1. Occupancy shall not exceed two clients per room. Clients shall be responsible for providing their own food. Clients are required to work, volunteer, or attend school at least 30 hours per week.
- iv. Contractor shall admit clients with co-occurring disorders as appropriate.

B. **Alcohol and Drug Free Housing:**

- i. Contractor shall provide services as described in Section 3 to approximately 4-6 CalWORKs clients per year, referred by sources specified in Section 6 (Referrals). Contractor shall admit clients with co-occurring disorders where appropriate.

**EXHIBIT A-1
STATEMENT OF WORK-ADP**

RESIDENTIAL TREATMENT & ALCOHOL AND DRUG FREE HOUSING

5. LENGTH OF STAY.

A. Residential Treatment:

- i. Contractor shall provide a maximum of ninety (90) days of residential services to Substance Abuse and Crime Prevention Act (SACPA) clients and a maximum of six (6) months of residential services to all other clients. Any length of stay over this maximum length of stay will be considered on an individual case by case basis, and must be clinically indicated and pre-approved by Behavioral Wellness in writing.

B. Alcohol and Drug Free Housing:

- i. County Behavioral Wellness will reimburse for a length of stay not to exceed 90 days per client. With extenuating circumstances preventing employment, Behavioral Wellness may approve a length of stay up to 120 days. Any length of stay over 90 days will be considered on an individual case by case basis, and must be pre-approved by Behavioral Wellness.

6. REFERRALS.

A. Residential Treatment:

- i. Contractor shall receive client referrals from Parole, Probation, Courts, CalWORKs staff, other County agencies, other outpatient providers, and self-referrals.
 - a. Contractor shall receive referrals via phone, written referral, or walk in.
 - b. Referrals (other than self-referrals) shall be accompanied by written documentation.
- ii. Contractor shall notify the referral source – within 7 days of being informed by the client of his or her being referred for treatment – that the client has been scheduled for an intake appointment, pending Contractor’s determination that substance use disorder services are medically necessary, consistent with Title 22 Section 51303 and 51341.1

B. Alcohol and Drug Free Housing:

- i. Contractor shall receive client referrals from the CalWORKs Resource Support Team Program.
 - a. Contractor shall receive client referrals via phone, written referral, or walk in.
 - b. Referrals shall be accompanied by written documentation.

**EXHIBIT A-1
STATEMENT OF WORK-ADP**

RESIDENTIAL TREATMENT & ALCOHOL AND DRUG FREE HOUSING

- ii. CalWORKs referred clients will contact Contractor within one business day of referral. Contractor shall contact Behavioral Wellness Resource Support Team Program staff within 72 hours with a verification of CalWORKs client enrollment.

7. ADMISSION PROCESS.

A. Residential Treatment:

- i. Contractor shall interview client to determine client's appropriateness for the Program.
- ii. Admission criteria will be determined by referral source and/or eligibility for payor source.
- iii. Contractor shall admit clients referred by sources described in Section 6B (Referrals) unless the client meets one or more conditions specified in Section 8 (Exclusion Criteria), or if space is not available in the Program.
- iv. At Contractor's intake meeting with client, Contractor shall complete an admission packet with the following information:
 - a. Consent to Treatment form, Program rules and guidelines, signed by client;
 - b. Release of information form, signed by client;
 - c. Contract for fees, in accordance with the Sliding Fee Scale, Exhibit B-3, if applicable;
 - d. Personal/ demographic information of client, as described in State of California Standards for Drug Treatment Programs, including:
 - 1. Social, economic and family background;
 - 2. Education;
 - 3. Vocational achievements;
 - 4. Criminal history, legal status;
 - 5. Medical history;
 - 6. Drug history;
 - 7. Previous treatment.
- v. Emergency contact information for client.

**EXHIBIT A-1
STATEMENT OF WORK-ADP**

RESIDENTIAL TREATMENT & ALCOHOL AND DRUG FREE HOUSING

B. Alcohol and Drug Free Housing:

- i. Contractor shall interview client to determine client's appropriateness for the Program.
- ii. Admission criteria will be determined by referral source, Contractor, and/or funding stream.
- iii. Contractor shall admit clients referred by sources described in Section 6.B (Referrals) unless the client meets one or more conditions specified in Section 8 (Exclusion Criteria), or if space is not available in the Program.
- iv. At Contractor's intake meeting with client, Contractor shall complete an admission packet with the following information:
 - a. Program rules and guidelines, signed by client;
 - b. Release of information form, signed by client;
 - c. Assessment and contract for fees;
 - d. Emergency contact information for client.
- v. Contractor shall notify referral source if client is not accepted into the Program, based on Section 8 (Exclusion Criteria), within one business day of receiving the initial referral.
- vi. Contractor shall complete and send a Verification of Enrollment form to the referral source upon acceptance of client into Program, no later than 72 hours after client admission.
- vii. Should space not be available in the Program, Contractor shall place client on a waiting list, and refer client to interim services.

8. **EXCLUSION CRITERIA.** On a case-by-case basis, the following may be cause for client exclusion from the program:

A. Residential Treatment:

- i. Client threat of or actual violence toward staff or other clients;
- ii. Rude or disruptive behavior that cannot be redirected;
- iii. Client does not meet medical necessity criteria, consistent with Title 22 Section 51303 and 51341.1.

B. Alcohol and Drug Free Housing:

- i. Client threat of or actual violence toward staff or other clients;

EXHIBIT A-1
STATEMENT OF WORK-ADP

RESIDENTIAL TREATMENT & ALCOHOL AND DRUG FREE HOUSING

- ii. Rude or disruptive behavior that cannot be redirected.

9. DOCUMENTATION REQUIREMENTS (Applies to Residential Treatment only).

- A. Contractor shall enter all California Outcomes Measurement System (CalOMS) treatment data and all other client data required by County into the County's Management Information System (MIS) no later than seven (7) days after client entry into Program. Contractor shall complete an annual update of CalOMS treatment data on the anniversary of client's admission to the Program (for clients in the same treatment service for one year or more), and when the client is discharged from the treatment service.
- B. No later than thirty (30) days after client entry into Program, Contractor shall complete:
 - i. Addiction Severity Index (ASI). Contractor shall administer and score ASI. Results of the ASI shall be utilized for treatment and discharge planning. For SATC funded clients, Contractor shall report the results of the ASI and recommendations to the court;
 - ii. Treatment Plan. The Treatment Plan must include a statement of the problems to be addressed, the goals to be achieved for each problem, the action steps to be taken, and the target dates that these goals are to be achieved. The Plan shall describe the services to be provided (type and frequency of counseling), the diagnosis (DSM IV, DSM 5, or ICD 10 as determined by State and Federal regulations) and the assignment of a primary counselor. The Plan shall be consistent with the results of the client's ASI. Treatment planning must conform to Title 22 CCR Section 51341.1(h)(2). Contractor shall review and update the Treatment Plan every ninety (90) days or more frequently as determined medically necessary.
- C. Contractor shall notify referral source if client is not accepted into the Program, based on Section 8 (Exclusion Criteria), within one business day of receiving the initial referral.
- D. For clients referred from the jail, the client shall submit a written letter to apply for the Program.
- E. Should space not be available in the Program, Contractor shall place client on a waiting list, and refer client to interim services.

**EXHIBIT A-1
STATEMENT OF WORK-ADP**

RESIDENTIAL TREATMENT & ALCOHOL AND DRUG FREE HOUSING

10. DISCHARGES.

A. Residential Treatment:

- i. Contractor shall develop a Discharge Plan for clients prior to discharge, in coordination with the referral source and client, as detailed in the California Standards for Drug Treatment Programs. The Discharge Plan shall include:
 - a. Recommendations for post-discharge, including a comprehensive discharge plan in accordance with Title 22 CCR Section 51341.1(h)(6), that shall include, but not be limited to, all of the following: a description of each of the beneficiary's relapse triggers, a plan to assist the beneficiary to avoid relapse when confronted with each trigger, and a support plan;
 - b. Linkages to other services, where appropriate;
 - c. Reason for discharge; and
 - d. Clinical discharge summary.
- ii. Contractor shall give client one copy of the Discharge Plan, and place one copy in the client's file.
- iii. Contractor shall document discharge information in CalOMS via the County MIS system no later than thirty (30) days following discharge.
- iv. Any client that does not receive any service within a 30 day period shall be discharged, as of the date of last services, per CalOMS guidelines. The date of discharge shall be the last face to face contact.

B. Alcohol and Drug Free Housing:

- i. Contractor shall inform referral source, if applicable, of client status and discharge.

**ATTACHMENT E - ADP
PROGRAM GOALS, OUTCOMES AND MEASURES**

Perinatal Services Outcome Measures		
Program Goal	Outcome	Metric
Assist pregnant clients to deliver drug-free babies.	Babies born to women in treatment will be drug free.	1. 70% of clients will successfully complete treatment. 2. 100% of children born to women receiving perinatal treatment services will be drug free.

EXHIBIT B – ADP FINANCIAL PROVISIONS

THIS EXHIBIT B INCLUDES THE FOLLOWING:

1. EXHIBIT B ADP– Financial Provisions
2. EXHIBIT B-1 ADP – Schedule of Rates and Contract Maximum
3. EXHIBIT B-2 ADP – Contractor Budget
4. EXHIBIT B-3 ADP – Sliding Fee Scale

EXHIBIT B – ADP FINANCIAL PROVISIONS

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

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

I. PAYMENT FOR SERVICES.

- A. Performance of Services. Contractor shall be compensated on a cost reimbursement basis, subject to the limitations described herein, for provision of the Units of Service (UOS) established in the Exhibit B-1- ADP based on satisfactory performance of the Alcohol and Drug Program services described in the Exhibit A(s).
- B. Drug Medi-Cal Services. The services provided by Contractor's Program described in the Exhibit A(s) that are covered by the Drug Medi-Cal Program will be reimbursed by County as specified in Exhibit B-1-ADP. Pursuant to Title 9 California Code of Regulations (CCR) 9533(a) (2), Contractor shall accept proof of eligibility for Drug Medi-Cal as payment in full for treatment services rendered, and shall not collect any other fees from Drug Medi-Cal clients, except where a share of cost, defined in Title 22 CCR section 50090, is authorized under Title 22 CCR sections 50651 et seq. Contractor shall not charge fees to beneficiaries for access to Drug Medi-Cal substance abuse services or for admission to a Drug Medi-Cal treatment slot.
- C. Non-Drug Medi-Cal Services. County recognizes that some of the services provided by Contractor's Program, described in the Exhibit A(s), may not be reimbursable by Drug Medi-Cal, or may be provided to individuals who are not Drug Medi-Cal eligible and such services may be reimbursed by other County, State, and Federal funds only to the extent specified in Exhibit B-1 ADP. Funds for these services are included within the Maximum Contract Amount.
- D. Limitations on Use of Funds Received Pursuant to this Agreement. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A(s) to this Agreement. Expenses shall comply with the requirements established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (45 CFR Part 75), 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.

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$344,760: \$114,920** for FY 16-17, **\$114,920** for FY 17-18 and **\$114,920** for FY 18-19 in Alcohol and Drug Program funding, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-ADP. 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.

EXHIBIT B – ADP FINANCIAL PROVISIONS

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, attached to this Agreement as Exhibit B-2.
- B. Provisional Rate. County agrees to reimburse Contractor at a Provisional Rate (the “Provisional Rate”) during the term of this Agreement. The Provisional Rate shall be established as follows:
- i. The provisional rate shall be the current Drug Medi-Cal Schedule of Maximum Allowances (SMA) rates as determined by the State budget process for the following services:
 - a. All Drug Medi-Cal Services;
 - b. Claims for all Drug Medi-Cal services and all Intensive Outpatient Treatment Rehabilitative/Ambulatory Outpatient or ODF - Group, and Rehabilitative/Ambulatory ODF – Individual services, are to be entered into the County's Management Information System (MIS) and corrected no later than 7 calendar days after the end of the month in which services are delivered, as specified in Exhibit A ADP, Section 5, Billing Documentation, although late claims may be submitted as needed in accordance with State and Federal regulations.
 - ii. For all other services, the rate or billing increment shall be as reflected in Exhibit B-1 ADP.

At any time during the term of this Agreement, Director shall have the option to adjust the Provisional Rate to a rate based on allowable costs less all applicable revenues, and the volume of services provided in prior quarters, subject to the limitations described in this Section III.B.

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

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

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

EXHIBIT B – ADP FINANCIAL PROVISIONS

V. REALLOCATION OF PROGRAM FUNDING.

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

VI. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

A. Internal Procedures. Contractor shall maintain internal financial controls which adequately ensure proper recording, classification, and allocation of expenses, and billing and collection procedures. Contractor's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts.

B. Submission of Claims and Invoices:

i. Claims for all Drug Medi-Cal services and all Intensive Outpatient Treatment, Rehabilitative/Ambulatory Outpatient or ODF - Group, and Rehabilitative/Ambulatory ODF – Individual services, are to be entered into the County's Management Information System (MIS) and corrected no later than 7 calendar days after the end of the month in which services are delivered, as specified in Exhibit A-ADP, Section 5, Billing Documentation, although late claims may be submitted as needed in accordance with State and Federal regulations.

In addition to claims submitted in MIS, Contractor shall submit to County at adpfinance@co.santa-barbara.ca.us a signed Drug Medi-Cal Claim Submission Certification form, in accordance with 42 Code of Federal Regulations (CFR) 455.18, for each Drug Medi-Cal submission within two (2) business days of receipt of the MIS claim report.

ii. Invoices for all Non-Drug Medi-Cal services described in the Exhibit A(s) shall be delivered electronically to adpfinance@co.santa-barbara.ca.us on a form acceptable to or provided by County, within 10 calendar days of the end of the month in which services are delivered and shall include: i) sufficient detail and supporting documentation to enable an audit of the charges, ii) the amount owed by County, and iii) the contract number and signature of Contractor's authorized representative.

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

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

**EXHIBIT B – ADP
FINANCIAL PROVISIONS**

C. Payment Limitations.

- i. Payment for Drug Medi-Cal services will be based on the UOS accepted into MIS and claimed to the State on a monthly basis.
- ii. Claims for all Drug Medi-Cal services and all Intensive Outpatient Treatment, Rehabilitative/Ambulatory Outpatient or ODF - Group, and Rehabilitative/Ambulatory ODF – Individual services, are to be entered into the County's Management Information System (MIS) and corrected no later than 7 calendar days after the end of the month in which services are delivered, as specified in Exhibit A-ADP, Section 5, Billing Documentation, although late claims may be submitted as needed in accordance with State and Federal regulations.
- iii. The Program Contract Maximums specified in Exhibit B-1 and this Exhibit B-ADP are intended to cover services during the entire term of the agreement, unless otherwise specified in the Exhibit A(s) (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.

D. Monthly Financial Statements. Within 15 calendar days of the end of the month in which alcohol and other drug 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). Financial Statements shall be submitted electronically to adpfinance@co.santa-barbara.ca.us.

E. Withholding of Payment for Non-Submission of MIS and Other Information. If any required MIS data, invoice or report(s) is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Director or designee. Director or designee shall review such submitted service data within 60 calendar days of receipt.

F. Withholding of Payment for Unsatisfactory Clinical Work. Director or designee may deny payment for services when documentation of clinical work does not meet minimum State and County written standards.

G. Claims Submission Restrictions:

- i. Thirty-Day Billing Limit for Drug Medi-Cal Services: Unless otherwise determined by State or federal regulations, all original (or initial) claims for eligible individual persons under this Agreement must be received by County within 7 days from the end of the month in which services were provided to avoid possible payment reduction or denial for late billing. Late claims may be submitted up to one year after the month in which services were rendered with documentation of good cause. The existence of good cause shall be determined by the State as provided in Title 22 CCR Sections 51008 and 51008.5.

EXHIBIT B – ADP FINANCIAL PROVISIONS

- ii. Billing Limit for all other services: For all other services, claims must be received by County within 10 days from the end of the month in which services were provided to avoid possible denial of reimbursement for late billing.
 - iii. 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.
- H. Claims Certification and Program Integrity. Contractor shall certify that all UOS entered by Contractor into the County's MIS System or otherwise reported to County for any payor sources covered by this Agreement are true and accurate to the best of Contractor's knowledge.
- I. 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 four weeks after the release of the cost report template by the Department of Health Care Services (DHCS), Contractor shall provide County with an accurate and complete Annual Cost Report with a statement of expenses and revenue 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 Director or Designee upon reasonable notice.
- B. Cost Report to be Used for Initial Settlement. The Cost Report shall be the financial and statistical report submitted by Contractor to County, and shall serve as the basis for initial settlement to Contractor. Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.
- C. Penalties. In addition, failure of Contractor to submit accurate and complete Annual Cost Report(s) by 45 days after the due date set in Section VII.A above or the expiration or termination date of this Agreement shall result in:
- i. A Late Penalty of ONE HUNDRED DOLLARS (\$100) for each day that the accurate and complete Annual Cost Report(s) is (are) not submitted. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report. The Late Penalty shall commence on the forty-sixth (46th) day after the deadline or the expiration or termination date of this Agreement. County shall deduct the Late Penalty assessed against Contractor from the final month's payment due under the Agreement.

EXHIBIT B – ADP FINANCIAL PROVISIONS

- ii. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred and fifth (105th) day after the due date set in Section VII.A or the expiration or termination date of this Agreement, then all amounts paid by County to Contractor in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding shall be repaid by Contractor to County. Further, County shall terminate any current contracts entered into with Contractor for programs covered by the outstanding Annual Cost Reports.

- 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 Annual Cost Report(s) submitted pursuant to this Exhibit B-ADP Section VII (Cost Reports) and State approved UOS, at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the State and/or County will perform pre-audit cost report settlement(s). Such settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or federal statutes, regulations, policies and procedures, or requirements pertaining to cost reporting and settlements for applicable federal and/or State programs. Settlement shall be adjusted to the lower of:
 - i. Contractor's published charge(s) to the general public, as approved by the Contractor's governing board; unless the Contractor is a Nominal Charge Provider. This federal published charges rule is applicable only for the outpatient, rehabilitative, case management and 24-hour services.
 - ii. The Contractor's actual costs.

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

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

**EXHIBIT B – ADP
FINANCIAL PROVISIONS**

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, authorized representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the ADP 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.
- 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. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County Behavioral Wellness will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County Behavioral Wellness.
- 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 B1 – ADP
Schedule of Rates and Contract Maximum**

CONTRACTOR NAME: Casa Serena						Multi Year FISCAL YEAR: 2016-19	
Drug Medi-Cal /Non Drug Medi-Cal	Service Type	Mode	Service Description	Unit of Service	DMC Service Function Code	AoD Cost Report Service Code	County Maximum Allowable Rate
Non - Drug Medi-Cal Billable Services	Residential	N/A	Residential/Recovery Long Term (over 30 days)	Bed Day	N/A	51	66.93
			Transitional Living Center (Perinatal/Parolee Only)	Bed Day	N/A	56	37.40
		PROGRAM				TOTAL	
		Main House	Oliver House	Graduate House			
GROSS COST:		\$ 714,971	\$ 234,949				\$ 949,920
LESS REVENUES COLLECTED BY CONTRACTOR:							
PATIENT FEES		\$ 240,000	\$ 60,000				\$ 300,000
CONTRIBUTIONS		\$ 144,000	\$ 36,000				\$ 180,000
OTHER (LIST):		\$ 284,000	\$ 71,000				\$ 355,000
TOTAL CONTRACTOR REVENUES		\$ 668,000	\$ 167,000	\$ -	\$ -		\$ 835,000
FY16-17 MAXIMUM CONTRACT AMOUNT PAYABLE:		\$ 46,971	\$ 67,949	\$ -	\$ -	\$ -	\$ 114,920
FY17-18 MAXIMUM CONTRACT AMOUNT PAYABLE:		\$ 46,971	\$ 67,949	\$ -	\$ -	\$ -	\$ 114,920
FY18-19 MAXIMUM CONTRACT AMOUNT PAYABLE:		\$ 46,971	\$ 67,949	\$ -	\$ -	\$ -	\$ 114,920
SOURCES OF BEHAVIORAL WELLNESS FUNDING FOR MAXIMUM CONTRACT AMOUNT**							
Drug Medi-Cal							\$ -
Realignment/SAPT - Discretionary		\$ 2,320					\$ 2,320
Realignment/SAPT - Perinatal		\$ 38,201	\$ 16,899				\$ 55,100
Realignment/SAPT - Adolescent Treatment							\$ -
Realignment/SAPT - HIV							\$ -
Realignment/SAPT - Primary Prevention							\$ -
SPF SIG Grant							\$ -
CalWORKS		\$ 6,450	\$ 51,050				\$ 57,500
Other County Funds							\$ -
FY16-17 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)		\$ 46,971	\$ 67,949	\$ -			\$ 114,920
FY17-18 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)		\$ 46,971	\$ 67,949	\$ -			\$ 114,920
FY18-19 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)		\$ 46,971	\$ 67,949	\$ -			\$ 114,920
CONTRACTOR SIGNATURE:							
STAFF ANALYST SIGNATURE:							
FISCAL SERVICES SIGNATURE:							
**Funding sources are estimated at the time of contract execution and may be reallocated at Behavioral Wellness' discretion based on available funding sources							

EXHIBIT B-2 Contractor Budget

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

AGENCY NAME:		Casa Serena									
COUNTY FISCAL YEAR:		2016-2017									
Gray Shaded cells contain formulas, do not overwrite											
LINE #	COLUMN#	1	2	3	4	5	6	7	8	9	10
	I. REVENUE SOURCES:		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Main House	Oliver House	Enter PROGRAM NAME (Fac/Prog)				
1	Contributions	\$ 150,000	\$ 150,000	\$ 150,000	\$ 90,000	\$ 60,000					
2	Foundations/Trusts	\$ 225,000	\$ 225,000	\$ 225,000	\$ 135,000	\$ 90,000					
3	Miscellaneous Revenue	\$ 7,000	\$ 7,000	\$ 7,000	\$ 4,200	\$ 2,800					
4	Behavioral Wellness Funding	\$ 114,920	\$ 114,920	\$ 114,920	\$ 67,949	\$ 46,971					
5	Other Government Funding	\$ -	\$ -	\$ -	\$ -	\$ -					
6	SB County CDBG Block Grant	\$ 13,923	\$ 13,923	\$ 13,923	\$ 8,354	\$ 5,569					
7	Other (specify)		\$ -	\$ -	\$ -	\$ -					
8	Other (specify)		\$ -	\$ -	\$ -	\$ -					
9	Other (specify)		\$ -	\$ -	\$ -	\$ -					
10	Total Other Revenue	\$ 510,843	\$ 510,843	\$ 510,843	\$ 305,503	\$ 205,340	\$ -	\$ -	\$ -	\$ -	\$ -
I.B Client and Third Party Revenues:											
11	Client Fees	\$ 350,000	\$ 350,000	\$ 350,000	\$ 315,000	\$ 35,000	\$ -				
12	SSI			-							
13	Other (specify)			-							
14	Total Client and Third Party Revenues (Sum of lines 19 through 23)	350,000	350,000	350,000	315,000	35,000	-	-	-	-	-
15	GROSS PROGRAM REVENUE BUDGET	860,843	860,843	860,843	620,503	240,340	-	-	-	-	-

EXHIBIT B-2 Contractor Budget

III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Main House	Oliver House	Enter PROGRAM NAME (Fac/Prog)							
III.A. Salaries and Benefits Object Level												
16 Salaries (Complete Staffing Schedule)	480,000	\$ 310,400	\$ 285,440	\$ 24,960		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17 Employee Benefits	69,500	\$ 69,500	\$ 41,700	\$ 27,800								
18 Consultants	-	\$ -	\$ -	\$ -								
19 Payroll Taxes	50,000	\$ 50,000	\$ 30,000	\$ 20,000								
20 Salaries and Benefits Subtotal	\$ 599,500	\$ 429,900	\$ 357,140	\$ 72,760	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
III.B Services and Supplies Object Level												
21 Professional Fees	60,000	\$ 60,000	\$ 36,000	\$ 24,000								
22 Supplies	45,000	\$ 45,000	\$ 27,000	\$ 18,000								
23 Telephone	10,900	\$ 10,900	\$ 6,540	\$ 4,360								
24 Utilities	32,500	\$ 32,500	\$ 19,500	\$ 13,000								
25 Development	50,000	\$ 50,000	\$ 30,000	\$ 20,000								
26 Bldg. Maintenance	60,000	\$ 60,000	\$ 36,000	\$ 24,000								
27 Staff Education	5,000	\$ 5,000	\$ 3,000	\$ 2,000								
28 Transportation	3,000	\$ 3,000	\$ 1,800	\$ 1,200								
29 Depreciation	-	\$ -	\$ -	\$ -								
30 Insurance	61,000	\$ 61,000	\$ 36,600	\$ 24,400								
31 Board Expense	3,000	\$ 3,000	\$ 1,800	\$ 1,200								
32 Food	50,000	\$ 50,000	\$ 30,000	\$ 20,000								
33 Dues/Subscriptions	2,000	\$ 2,000	\$ 1,200	\$ 800								
34 Office Expense	10,000	\$ 10,000	\$ 6,000	\$ 4,000								
35 Services and Supplies Subtotal	\$ 392,400	\$ 392,400	\$ 235,440	\$ 156,960	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36 III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)		\$ -										
37 SUBTOTAL DIRECT COSTS	\$ 991,900	\$ 822,300	\$ 592,580	\$ 229,720	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IV. INDIRECT COSTS												
38 Administrative Indirect Costs (Reimbursement limited to 15%)	24,900	\$ -										
39 GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 1,016,800	\$ 822,300	\$ 592,580	\$ 229,720	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**EXHIBIT B-3 ADP
Sliding Fee Scale ***

**COUNTY OF SANTA BARBARA
ALCOHOL & DRUG PROGRAM
FEE SCHEDULE
FY 2016-2017**

ANNUAL GROSS FAMILY INCOME

NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	11,880	16,020	20,160	24,300	28,440	32,580	36,730	40,890
10	16,040	20,180	24,320	28,460	32,600	36,740	40,890	45,050
15	20,200	24,340	28,480	32,620	36,760	40,900	45,050	49,210
20	24,360	28,500	32,640	36,780	40,920	45,060	49,210	53,370
25	28,520	32,660	36,800	40,940	45,080	49,220	53,370	57,530
30	32,680	36,820	40,960	45,100	49,240	53,380	57,530	61,690
35	36,840	40,980	45,120	49,260	53,400	57,540	61,690	65,850
40	41,000	45,140	49,280	53,420	57,560	61,700	65,850	70,010
45	45,160	49,300	53,440	57,580	61,720	65,860	70,010	74,170
50	49,320	53,460	57,600	61,740	65,880	70,020	74,170	78,330
55	53,480	57,620	61,760	65,900	70,040	74,180	78,330	82,490
60	57,640	61,780	65,920	70,060	74,200	78,340	82,490	86,650
65	61,800	65,940	70,080	74,220	78,360	82,500	86,650	90,810
70	65,960	70,100	74,240	78,380	82,520	86,660	90,810	94,970
75	70,120	74,260	78,400	82,540	86,680	90,820	94,970	99,130
80	74,280	78,420	82,560	86,700	90,840	94,980	99,130	103,290
85	78,440	82,580	86,720	90,860	95,000	99,140	103,290	107,450
90	82,600	86,740	90,880	95,020	99,160	103,300	107,450	111,610

MONTHLY GROSS FAMILY INCOME

NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	990	1,335	1,680	2,025	2,370	2,715	3,061	3,408
10	1,337	1,682	2,027	2,372	2,717	3,062	3,408	3,754
15	1,683	2,028	2,373	2,718	3,063	3,408	3,754	4,101
20	2,030	2,375	2,720	3,065	3,410	3,755	4,101	4,448
25	2,377	2,722	3,067	3,412	3,757	4,102	4,448	4,794
30	2,723	3,068	3,413	3,758	4,103	4,448	4,794	5,141
35	3,070	3,415	3,760	4,105	4,450	4,795	5,141	5,488
40	3,417	3,762	4,107	4,452	4,797	5,142	5,488	5,834
45	3,763	4,108	4,453	4,798	5,143	5,488	5,834	6,181
50	4,110	4,455	4,800	5,145	5,490	5,835	6,181	6,528
55	4,457	4,802	5,147	5,492	5,837	6,182	6,528	6,874
60	4,803	5,148	5,493	5,838	6,183	6,528	6,874	7,221
65	5,150	5,495	5,840	6,185	6,530	6,875	7,221	7,568
70	5,497	5,842	6,187	6,532	6,877	7,222	7,568	7,914
75	5,843	6,188	6,533	6,878	7,223	7,568	7,914	8,261
80	6,190	6,535	6,880	7,225	7,570	7,915	8,261	8,608
85	6,537	6,882	7,227	7,572	7,917	8,262	8,608	8,954
90	6,883	7,228	7,573	7,918	8,263	8,608	8,954	9,301

*For multi-year contracts, annual sliding fee scale will be provided to contractor as it becomes available.

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

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, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

EXHIBIT C

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

EXHIBIT C

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.