



# COUNTY OF SANTA BARBARA

PURCHASING AGENT  
105 EAST ANAPAMU ST. RM. 304  
SANTA BARBARA, CA 93101

ORDER

CN17193

Page No.  
1 of 1

PO Date  
JUL/01/2014

**REFER INQUIRIES TO BUYER:**

PHUNG LOMAN  
Phone: 805-568-2697  
Fax: 805-568-2705

SHIP-TO: ADMHS - AS DIRECTED

SUPPLIER: Attn: ~~CRAIG BELKNAP~~ *Imelda M. Loza*  
CASA SERENA  
1515 BATH ST  
SANTA BARBARA, CA 93101

Phone: (805)-966-1260  
Fax: (805)-966-6695

BILL TO: ADMHS - FISCAL  
429 N. SAN ANTONIO RD.  
SANTA BARBARA, CA 93110  
Phone: 805/681-5168

| TERMS  | F.O.B. | SUPPLIER CODE | DELIVERY DATE | REQUESTED BY   | REQ. NO. |
|--------|--------|---------------|---------------|----------------|----------|
| NET 30 |        | 03120         | JUN/30/2015   | DENISE MORALES | 14-002   |

| LN | QUANTITY | G/L ACCOUNT DESCRIPTION | PRICE/UNIT     | EXTENSION |
|----|----------|-------------------------|----------------|-----------|
| 1  | 1 LOT    | 0049+043+7461+MULT      | 99,920.00 /LOT | 99,920.00 |

**CASA SERENA/SERVICE CONTRACT**

GENERAL: Provide independent contractor services as described in the attached Agreement Additional Terms and Conditions, Exhibit A, Exhibit B, Exhibit B-1, Exhibit B-2 and Exhibit E.  
Contract term: July 1, 2014 through June 30, 2015

LIMITATIONS: Total expenditure for the period shall not exceed \$99,920.00. Any increase or decrease in this total amount may be authorized only upon written notice from the County Purchasing Manager.

STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 08/24/2004) attached.

Insurance documents already on file in Purchasing Division.

THIS CONTRACT IS NOT VALID FOR AMOUNTS IN EXCESS OF ONE HUNDRED THOUSAND DOLLARS (\$100,000)

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 105 E. Anapamu St, RM 304, Santa Barbara, CA 93101.

Accepted By: (X)

Print Name/Title: Imelda M. Loza Date: 7/1/14  
Applicable License # (Medical/Contractor/Etc): \_\_\_\_\_

Tax 1: 0.00  
Tax 2: 0.00  
Total: 99,920.00

- (1) The order number and Bill to dept. name shown above must appear on all invoices, shipping papers, packages and correspondence.
- (2) Mail invoices to the "bill to" address.
- (3) All duty and/or taxes must be shown separately on invoice where applicable.
- (4) This order is subject to the terms and conditions stated, including non-discrimination in employment, hazardous chemicals and equipment safety standards, that are available for viewing at [www.countyofsb.org](http://www.countyofsb.org)

COUNTY OF SANTA BARBARA

This order is being tracked by:

Department



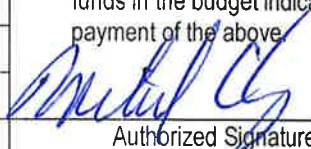


# PURCHASING REQUISITION

Date: 5/13/14  
 Dept # / Name: 043/ ADMHS  
 Charge To Cost: 043-02-01-2110-0  
 Ship To Cost: 043-00-00-0000-0  
 Bill To Cost: 043-02-01-2110-0  
 Requested By: Denise Morales  
 Phone: 805-681-5168  
 REQ NO: 14-002

| COMMODITY   | Item | Description   | Qty | Unit | Unit Price | Extension |
|---|------|---|-----|------|------------|-----------|
|   | 1    | Casa Serena (Contractor) to provide independent contractor services as provided in Additional Terms and Conditions, Exhibits A, B, B-1, B-2, B-3, and E attached. | 1   | Lot  | 99920      | 99920     |
| Contract Term: July 1, 2014 through June 30, 2015 |      |   |     |      |            |           |
|   |      |   |     |      |            |           |
|   |      |   |     |      |            |           |
|   |      |   |     |      |            |           |
|   |      |   |     |      |            |           |
|   |      |   |     |      |            |           |

| SUPPLIER | Suggested Supplier (name, address, phone, fax, contact) / Comments / Special Instructions  | Purchasing Use Only  |
|----------|--|--|
|          | Casa Serena<br>ATTN: Craig Belknap<br>1515 Bath St.<br>Santa Barbara, CA 93101<br><br>PH: 8059661260<br><br>FAX: 8059666695<br><br>Purchasing Supplier No. | <b>Circle one:</b> Renew Extend<br><b>Insurance:</b> N/A N Y W<br><b>Ins Dates:</b> Liab W/C<br><b>Local Just:</b> Local Bid<br>Source Price<br>Proprietary Track Record<br>Other: |

| FIN DATA | Fund | Dept No | Acct No. | Program | OrgUnit | Project | Amount | I hereby certify there are sufficient funds in the budget indicated for payment of the above.<br><br><br>Authorized Signature |
|----------|------|---------|----------|---------|---------|---------|--------|--|
|          | 0049 | 043     | 7461     | 6100    |         |         |        |  |
|          |      |         |          |         |         |         |        |  |
|          |      |         |          |         |         |         |        |  |

| PURCHASING ONLY | CommCode:   | Order No:  | Date | Time | Activity |
|-----------------|---|--|------|------|----------|
|                 | Bid No:   | Out:   | Due: |      |          |
|                 | FOB: <input type="checkbox"/> Dest <input type="checkbox"/> Dest Prepay & Add <input type="checkbox"/> Dest Freight Collect | <input type="checkbox"/> Origin <input type="checkbox"/> Origin Prepay & Add <input type="checkbox"/> Origin Freight Collect |      |      |          |
|                 | Price Source:   |  |      |      |          |
|                 | Terms:  | DelvDate:  |      |      |          |
|                 | FA Tags: Count: issued # thru #   |  |      |      |          |
|                 | Completed: Buyer Initials: Date:  |  |      |      |          |



STANDARD TERMS & CONDITIONS  
FOR INDEPENDENT CONTRACTORS

THESE TERMS & CONDITIONS apply to the Contract established between the County of Santa Barbara, a political subdivision of the State of California ("we/us/our") by its Purchasing Division ("Purchasing"), and the individual or entity identified as "Vendor" on the Contract form to which this document is attached ("you/your"), including your agents, employees or subcontractors. **Your signature means you've read and accepted these terms and conditions.**

1. **SCOPE OF SERVICES / COMPENSATION.** You agree to provide services to us, and we agree to pay you, according to the attached Statement of Work. (The term "Statement of Work" refers to all attached language describing the services to be performed and the compensation to be paid, whether found in a Proposal, Estimate, Quote, correspondence, and/or any other attached document, and includes the narrative text appearing on the Contract form, plus any subsequent amendment.) All work is to be performed under the direction of the "Designee" (that is, the person designated by the department identified in the Ship-To box on the Contract form). Payment will be subject to satisfactory performance as determined by the Designee. You will be entitled to reimbursement for only those expenses specifically identified in the Statement of Work.
2. **STATUS AS INDEPENDENT CONTRACTOR.** You will perform all of your services under this Contract as an independent contractor and not as our employee. You understand and acknowledge that you will 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. You warrant that you are authorized by law to perform all work contemplated in this Contract, and you agree to submit, upon request, verification of licensure or registration, or other applicable evidence of official sanction.
3. **BILLING & PAYMENT.** You must submit your invoice, which must include the contract number we assign (see Contract form), to the Bill-To address on the Contract form, following completion of the increments identified in the Statement of Work. Unless otherwise specified in the Contract, we will pay you within thirty (30) days from presentation of invoice.
4. **TAXES.** We will not be responsible for paying any taxes on your behalf, and should we be required to do so by state, federal, or local taxing agencies, you agree to promptly reimburse us for the full value of such taxes paid plus interest and penalty assessed, if any. These taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.
5. **CONFLICT OF INTEREST.** You covenant that you presently have no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. You further covenant that in the performance of this Contract, you will employ no person having any such interest.
6. **OWNERSHIP OF DOCUMENTS.** We will be the owner of the following items incidental to this Contract, upon production and whether or not completed: all data collected, all documents of any type whatsoever (paper or electronic), and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Contract is completed or terminated prior to completion. You will not release any materials under this paragraph except after our prior written approval.
  - 6.1. **Copyright.** No materials produced in whole or in part under this Contract will be subject to copyright in the United States or in any other country except as determined at our sole discretion. We will have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Contract.
7. **RECORDS, AUDIT, AND REVIEW.** You must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of your profession, and will maintain those records for at least four (4) years following the termination of this Contract. All accounting records must be kept in accordance with generally accepted accounting practices. We will have the right to audit and review all such documents and records at any time during your regular business hours or upon reasonable notice.
8. **INDEMNIFICATION PERTAINING TO PROFESSIONAL SERVICES.** You will indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful misconduct, negligent act or omission to act on your part, or your agents or employees or other independent contractors directly responsible to you to the fullest extent allowable by law. You must notify both the Designee and Purchasing immediately in the event of any accident or injury arising out of or in connection with this Contract.
9. **INDEMNIFICATION PERTAINING TO OTHER THAN PROFESSIONAL SERVICES.** You will defend, indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Contract or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on your part, or that of your agents or employees or other independent contractors directly responsible to you; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the County. You must notify both the Designee and Purchasing immediately in the event of any accident or injury arising out of or in connection with this Contract.
10. **INSURANCE.** Without limiting your indemnification of the County, you will procure the following required insurance coverage at your sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the County Risk Manager. This insurance coverage must be maintained throughout the term of this Contract. Failure to comply with the insurance requirements will place you in default. Upon our request, you will provide a certified copy of any insurance policy within ten (10) working days.
  - 10.1. **Workers' Compensation Insurance.** Statutory Workers' Compensation and Employers Liability Insurance shall cover all your staff while performing any work related to the performance of this Contract. The policy must provide that no cancellation, major change in coverage, or expiration will be effective or occur until at least thirty (30) days after we receive notice of that event. If you are legally self-insured, you will furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if a) you have no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Contract, and b) you have submitted to Purchasing a document stating that fact.
  - 10.2. **General and Automobile Liability Insurance.** Your *general liability* insurance must include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations by you and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by you in the indemnity and hold harmless provisions of the Indemnification Section(s) of this Agreement between you and the County. The *automobile liability* insurance must cover all owned, non-owned and hired motor vehicles that are operated on your behalf pursuant to your activities hereunder. You are required to include all subcontractors under your policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. The County of Santa Barbara, its officers, employees, and agents shall be **Additional Insured status** on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. **A copy of the endorsement evidencing that the County has been added as an additional insured on the policy, must be attached to the certificate of insurance.** The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention (SIR) over \$10,000 requires approval by the County. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. The policy or policies must contain a provision of the following form: "The insurance afforded by this policy shall be primary and if the County has other valid and collectible insurance, that other insurance shall be excess and non-contributory." *If the policy is a "claims made" policy, you will maintain such a claims made policy for a minimum of three (3) years after expiration of the contract.* The policy or policies must provide that we will be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.
11. **PROFESSIONAL LIABILITY INSURANCE.** For those agreements where required, professional liability insurance shall include coverage for the activities of your professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that County shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. *If the policy is a "claims made" policy, you will maintain such a claims made policy for a minimum of three (3) years (ten (10) years for Construction defects Claims) after the expiration of the contract.*

13. **CERTIFICATE(S) OF INSURANCE.** You must submit to Purchasing your Certificate(s) of Insurance and necessary endorsements documenting the required insurance as specified above prior to this Contract becoming effective. You must ensure that current Certificate(s) of Insurance are at all times available in the Purchasing office as a **condition precedent to any payment by County** under this Contract. Our approval of any insurance shall neither relieve nor decrease your liability under this Contract.
14. **PERIODIC REVIEW OF INSURANCE.** The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonably based on changed risk of loss or in light of past claims against the County or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of County's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change requiring additional types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. You agree to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.
15. **NONDISCRIMINATION.** The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and you agree to comply with that ordinance.
16. **NONEXCLUSIVE AGREEMENT.** You understand that this is not an exclusive Contract and that we have the right to negotiate with and enter into contracts with others providing the same or similar services as those you provide. You must disclose to Purchasing any other contracts under which you are providing services to the County.
17. **ASSIGNMENT.** You will not assign any of your rights nor transfer any of your obligations under this Contract without our prior written consent, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
18. **TERMINATION.** *For Convenience:* Either you or we may, for any reason, prior to the expiration date of this contract, terminate this contract upon thirty (30) days notice in writing to the other. *For Cause:* Upon a material breach of the Contract by either you or us, the other may terminate by written notice as specified in paragraph 19.
- 18.1. *Work In Progress.* Unless otherwise directed in the notice of termination, all work under the Contract must be immediately halted, and you must deliver to us all documents specified in paragraph 6.
- 18.2. *Payment.* We will pay you for services evident to, and performed to the satisfaction of, the Designee prior to notice of termination. However, in no event will we pay you any amount that exceeds the stated value of this Contract, nor for profit on unperformed portions of service. You must furnish to us, if requested, such financial information as we determine necessary to assess the reasonable value of any services you may have performed prior to any termination. In the event of any dispute, our conclusion will be final and binding. These provisions are cumulative and will not affect any right or remedy which we may have in law or equity.
19. **NOTICE.** *From You:* You must send or deliver any required notice to both the Designee and to Purchasing at the addresses appearing on the Contract form. *From Us:* Either Designee or Purchasing must send or deliver any required notice to you at the address last known to the sender, with a copy also sent to the other of us. *Effective Date:* Notices mailed by US Postal Service first-class, receipt of which is unacknowledged, are effective three days from date of mailing. Other notices are effective upon delivery by hand, proof of delivery by common carrier, or acknowledgement of receipt, whichever is earlier.
20. **AMENDMENT.** This Contract may be altered, amended or modified only by an instrument in writing (executed by Purchasing) and by no other means.
21. **PARKING.** This Contract does not entitle you to park in any County lot at the Santa Barbara downtown complex. **Failure to comply may result in your vehicle being ticketed or towed without notice.** Exceptions for extraordinary circumstances may only be made upon prior written approval of the Parking Coordinator (568-2650). For on-street parking for construction or delivery operations, you may instead wish to seek a "Parking Restriction Waiver Permit" from the City of Santa Barbara (564-5385). Public parking lots are available across from the County's downtown complex along Anacapa Street.
22. **CALIFORNIA LAW.** This Contract is governed by the laws of the State of California. Any litigation regarding this Contract or its contents must 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.
23. **PRECEDENCE.** In the event of conflict between the provisions contained in these numbered paragraphs and the provisions contained in the Statement of Work, the provisions of this document shall prevail unless 1) otherwise specified on the Contract form to which this document is attached, or 2) waived by amendment hereon with dated initials of Purchasing staff.

# ADDITIONAL TERMS AND CONDITIONS

## FOR SERVICES OF INDEPENDENT CONTRACTOR

### 1. RECORDS, AUDIT, AND REVIEW

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

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

### 2. 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

## ADDITIONAL TERMS AND CONDITIONS

current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.

- B. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement as provided in Section 17. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
  - C. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.
3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.
- 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

## ADDITIONAL TERMS AND CONDITIONS

shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

### 3. COMMUNICATION.

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

### 4. 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.

### 5. 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.

### 6. 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.

### 7. PRIOR AGREEMENTS.

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

**EXHIBIT A**  
**Statement of Work**

1. **PROGRAM SUMMARY:** 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.
  - A. Main House is an 18 bed facility located at 1515 Bath Street, Santa Barbara, California;
  - B. Oliver House is a 4 bed facility located at 147 Oliver Road, Santa Barbara, California;
  - C. Graduate House is a 9 bed facility located at 1922 Castillo Street, and 1924 Castillo Street, Santa Barbara, California.
  
2. **PROGRAM GOALS.**
  - A. Introduce participants to an ongoing process of recovery designed to achieve total abstinence from abuse of AOD;
  - B. Promote self-sufficiency and empower substance abusers to become productive and responsible members of the community;
  - C. Reduce recidivism and increase community safety;
  - D. **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;
    2. Enhance clients' quality of life by guiding and supporting their personal recovery;
    3. Teach, reinforce, and model healthy and effective life skills;
  - E. **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;
  - F. **Graduate House (if funding provided in Exhibit B-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.



**EXHIBIT A**  
**Statement of Work**

**3. DEFINITIONS.**

- A. **SACPA:** The Substance Abuse Crime Prevention Act of 2000 (SACPA), also known as Prop 36, provides substance abuse treatment in lieu of incarceration to non-violent criminal drug offenders, and to provide treatment in community-based organizations. Contractor will provide SACPA Treatment Services to Court-ordered adults. Services include individual and group counseling, community referrals for ancillary services, and rug testing according to SACPA Standards and Practices.
- B. **SATC:** Substance Abuse Treatment Court (SATC or Drug Court) 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. Services include individual and group counseling, community referrals for ancillary services, and drug testing according to SATC Standards and Practices.
- C. **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.

**4. SERVICES.** Contractor shall provide:

- A. **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.
- B. Contractor shall provide a residence for clients undergoing inpatient drug and alcohol treatment, staffed 24 hours per day, 7 days per week.
- C. Contractor shall provide services that include the following elements, as further detailed in the State of California Perinatal Network Guidelines:
  - 1. Parenting classes;
  - 2. Personal recovery/treatment planning;
  - 3. 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;
  - 4. Social/recreational activities;
  - 5. Individual and group counseling sessions;
  - 6. Case management services as described in Title 45 Code of Federal Regulations (CFR) 96.124 and HSC 11757.59(b)(2)(A);

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7. 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).
  8. 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).
  9. 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.
- D. Contractor shall provide drug testing as described in the Alcohol, Drug, and Mental Health Services (ADMHS) Drug Testing Policy and Procedures.
5. **CLIENTS.** Contractor shall provide services as described in Section 4 to approximately 20 clients, aged 18 and over, referred by sources described in Section 7.
    - A. 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.
    - B. 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.
    - C. 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.
    - D. Contractor shall admit clients with co-occurring disorders as appropriate.
  6. **LENGTH OF STAY.** Contractor shall provide a maximum of ninety (90) days of residential services to 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, must be clinically indicated and pre-approved by ADMHS in writing.
  7. **REFERRALS.**
    - A. Contractor shall receive referrals from Parole, Probation, Courts, CalWORKs staff, other County agencies, other outpatient providers, and self-referrals.
      1. Contractor shall receive referral via phone, written referral, or walk in.
      2. Referrals (other than self-referrals) shall be accompanied by written documentation.

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B. If services are mandated by the court, client will contact provider within 24 hours of referral (except weekends or holidays). Contractor shall contact the referral source within 72 hours with a verification of enrollment.

**8. ADMISSION PROCESS.**

A. Contractor shall interview client to determine client's appropriateness for the Program.

B. Admission criteria will be determined by referral source and/or eligibility for payor source.

C. Contractor shall admit clients referred by sources described in Section 7.A. unless the client meets one or more conditions specified in Section 9, or if space is not available in the Program.

D. At Contractor's intake meeting with client, Contractor shall complete an admission packet with the following information:

1. Consent to Treatment form, Program rules and guidelines, signed by client;
2. Release of information form, signed by client;
3. Contract for fees, if applicable;
4. Personal/ demographic information of client, as described in State of California Standards for Drug Treatment Programs, including:
  - a. Social, economic and family background;
  - b. Education;
  - c. Vocational achievements;
  - d. Criminal history, legal status;
  - e. Medical history;
  - f. Drug history;
  - g. Previous treatment.
5. Emergency contact information for client;

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

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

B. Rude or disruptive behavior that cannot be redirected.

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**10. DOCUMENTATION REQUIREMENTS**

- 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:
  - 1. Addiction Severity Index (ASI). Contractor shall administer and score ASI. Results of the ASI shall be utilized for treatment and discharge planning. For SATC and SACPA funded clients, Contractor shall report the results of the ASI and recommendations to the court;
  - 2. 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) and the assignment of a primary counselor. The Plan shall be consistent with the results of the client's ASI. The Treatment Plan is considered complete and effective on the date of the counselor's signature. Contractor shall periodically review and update the Treatment Plan every ninety (90) days.
- C. Contractor shall notify referral source if client is not accepted into the Program, based on Section 9, within one business day of receiving the initial referral.
- D. 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 admission.
- E. For clients referred from the jail, the client shall submit a written letter to apply for the Program.
- F. Should space not be available in the Program, Contractor shall place client on a waiting list, and refer client to interim services.

**11. DISCHARGES.**

- A. 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:
  - 1. Recommendations for post-discharge;
  - 2. Linkages to other services, if appropriate;
  - 3. Reason for discharge;
  - 4. Clinical discharge summary.

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- B. Contractor shall give client one copy of the Discharge Plan, and place one copy in the client's file.
- C. Contractor shall document discharge information in CalOMS via the County MIS system no later than thirty (30) days following discharge.
- D. 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.

**12. STAFF.**

- A. Contractor shall provide training to each Program staff member, within thirty (30) days of the date of hire regarding applicable programs, including the County Management Information System (MIS), Drug Medi-Cal, SACPA, and Drug Court/SATC.
- B. Staff hired to work directly with clients shall have competence and experience in working with clients with substance use disorders and co-occurring disorders, as required by State regulation.
- C. Contractor shall notify County of any staffing changes as part of the monthly Staffing Report. Contractor shall notify the designated County Liaison and County Alcohol and Drug Program (ADP) Staff within one business day when staff separates from employment or is terminated from working on this Contract.
- D. 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.
- E. 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.
- F. 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.
- G. Disqualification, if any, of Contractor staff, pursuant to this Section, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

**13. 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,

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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 Alcohol, Drug, and Mental Health Services (ADMHS) Alcohol and Drug Program.

- 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 contract.
- C. If Contractor is a participant in the Drug Medi-Cal program, Contractor shall keep fully informed of all current guidelines disseminated by the California State 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.

**14. REPORTS.**

- A. **Treatment Programs.** In accepting funds for treatment services, Contractor agrees to submit the following by the 10<sup>th</sup> of the month following the date of service:
  - 1. Monthly Treatment Services Report on forms supplied by County;
  - 2. Electronic Drug & Alcohol Treatment Access Report (DATAR) for each treatment site, per 45 CFR Section 96.126.
- B. **Staffing.** Contractor shall submit monthly Staffing Reports to County. These reports shall be on a form acceptable to, or provided by, County and shall report actual staff hours worked by position, Documented Service Hours provided by position, caseload by position, and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, and hire and/or termination date. The reports shall be received by County no later than 25 calendar days following the end of the month being reported.
- C. **Programmatic.** Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than 25 calendar days following the end of the quarter being reported. Contractor shall 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. 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. Programmatic reports shall include:
  - 1. The number of active cases and number of clients admitted/ discharged;
  - 2. The Measures described in Exhibit E, Program Goals, Outcomes and Measures;

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3. 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 and DHCS, DPH or DSS, as applicable, on forms provided by or acceptable to, the requesting agency. Upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.
15. **PERFORMANCE.** Contractor shall adhere to all County requirements, all relevant provisions of the California Code of Regulations Title 9, Division 4 and all relevant provisions of applicable law that are now in force or which may hereafter be in force. Contractor shall abide by all applicable State Program Certification standards and regulations, and by the alcohol and drug treatment standards, policies, and procedures set forth by Santa Barbara County in the Provider Reference Manual where applicable.
16. **BILLING DOCUMENTATION.**
  - A. Contractor shall use County's MIS system to enter claims for all Drug Medi-Cal (DMC) services and all Rehabilitative Ambulatory Intensive Outpatient (Day Care Rehabilitative), 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 DMC guidelines. These notes will serve as documentation for billable Drug Medi-Cal units of service. Claims shall be submitted to the County MIS Unit within 72 hours of service delivery.
  - B. County shall host annual training sessions regarding documentation requirements under Drug Medi-Cal and other related State, Federal and local regulations. Contractor shall ensure that each staff member providing clinical services attends annually.
17. **STANDARDS**
  - A. Contractor shall make its service protocols and outcome measures data available to County and to Drug Medi-Cal site certification reviewers.
  - B. Contractor shall develop and maintain a written disaster plan for the Program site and shall provide annual disaster training to staff.
18. **CONFIDENTIALITY.** Contractor agrees to maintain the confidentiality of patient records pursuant to State statutes; Title 42 Code of Federal Regulations (CFR), Part 2; Title 42 United State Code (USC) Section 290 dd-2; 42 USC 1320 (a) and (d) – (d)(8); Welfare & Institutions Code (W&IC) Section 14100.2; 45 CFR Section 96.132(e); 45 CFR Sections 160, 162, and 164; Health and Safety Code (HSC) Section 11812, 11845.5, and 123110-123149.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Title 22 California Code of Regulations (CCR) Section 51009. 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.

**EXHIBIT A**  
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**19. 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.

**20. CULTURAL COMPETENCE**

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

**21. NOTIFICATION REQUIREMENTS**

- A. Contractor shall notify County immediately in the event of any suspected or actual misappropriation of funds under Contractor's control; known serious complaints against licensed/certified staff; restrictions in practice or license/certification as stipulated by a State agency; staff privileges restricted at a hospital; legal suits initiated specific to the Contractor's practice; initiation of criminal investigation of the Contractor; or other action instituted which affects Contractor's license/certification or practice (for example, sexual harassment accusations). "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the event. Contractor shall train all personnel in the use of the ADMHS Compliance Hotline.
- B. Contractor shall immediately notify the Designated ADP staff in the event a client with a case file (episode) open to the County presents any of the following client indices: suicidal risk factors, homicidal risk factors, assaultive risk factors, side effects requiring medical attention or observation, behavioral symptoms presenting possible health problems, or any behavioral symptom that may compromise the appropriateness of the placement.
- C. Contractor shall notify the Designated ADP staff, regardless of whether the client has a case file (episode) open with the County, should any of the following events occur: death, fire setting, police involvement, media contact, any behavior leading to potential liability, any behavioral symptom that may compromise the appropriateness of the placement.



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22. **MONITORING.** Contractor agrees to cooperate with the County's Monitoring process which ensures medical necessity (for Drug Medi-Cal services), appropriateness and quality of care. This review may include clinical record peer review, client survey, and other program monitoring practices. Contractor will cooperate with these programs, and will furnish necessary assessment and treatment plan information, subject to Federal or State confidentiality laws, and provisions of this agreement.
23. **PERIODIC REVIEW.** County shall assign staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, fiscal and overall performance activity. ADMHS staff shall conduct periodic on-site reviews of Contractor's client charting.
24. **ADDITIONAL PROGRAM REQUIREMENTS**
- A. Contractor shall provide services in coordination and collaboration with ADMHS, 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. Contractor shall require clients to attend Twelve Step or other self-help support groups and activities.
  - D. Contractor shall provide *Seeking Safety* or other trauma-informed services where indicated.
  - E. Contractor shall stay informed on, and implement, Matrix or other current best practice curriculum in providing treatment services.
  - F. Contractor shall refer pregnant clients to Perinatal specialized services, as clinically indicated.
  - G. 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.
  - H. 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.
  - I. Contractor shall adhere to all applicable State, Federal, and County requirements, with technical assistance from ADMHS.
  - J. Grant-funded services, such as those funded by Substance Abuse 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, if applicable.
  - K. Contractor shall attend ADMHS ADP Provider meetings regularly to receive information and support in addressing treatment concerns.

**EXHIBIT B**  
**FINANCIAL PROVISIONS - ADP**

(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 Exhibit A ADP.
- B. Drug Medi-Cal Services. The services provided by Contractor's Program described in Exhibit A ADP 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 Exhibit A ADP, 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 ADP to this Agreement. Expenses shall comply with the requirements established in OMB A-87, A-122, and all other applicable regulations. Violation of this provision or use of County funds for purposes other than those described in Exhibit A ADP shall constitute a material breach of this Agreement.

**II. MAXIMUM CONTRACT AMOUNT.**

The Maximum Contract Amount of this Agreement shall not exceed **\$99,920** 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.

**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 ADP.

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**FINANCIAL PROVISIONS - ADP**

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:

1. 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.
2. 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.

**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

**EXHIBIT B**  
**FINANCIAL PROVISIONS - ADP**

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:

1. 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](mailto: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.

2. Invoices for all Non-Drug Medi-Cal services described in Exhibit A ADP shall be delivered electronically to [adpfinance@co.santa-barbara.ca.us](mailto: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.

C. Payment Limitations.

1. Payment for Drug Medi-Cal services will be based on the UOS accepted into MIS and claimed to the State on a monthly basis.
2. 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

**EXHIBIT B**  
**FINANCIAL PROVISIONS - ADP**

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.

3. The Program Contract Maximums specified in Exhibit B-1 ADP and this Exhibit B ADP are intended to cover services during the entire term of the agreement, unless otherwise specified in Exhibit A ADP (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 Section 20.
- 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 Exhibit A ADP. Financial Statements shall be submitted electronically to [adpfinance@co.santa-barbara.ca.us](mailto: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:
1. 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.
  2. 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.
  3. 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

**EXHIBIT B**  
**FINANCIAL PROVISIONS - ADP**

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.

**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), but no sooner than 45 days after the end of the fiscal year, 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:
1. A Late Penalty of ONE HUNDRED DOLLARS (\$100) for each day that the accurate and complete Annual Cost Report(s) is (are) not submitted. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report. The Late Penalty shall commence on the forty-sixth (46<sup>th</sup>) 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.
  2. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred and fifth (105<sup>th</sup>) day after the due date set in Section VII.A 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.

**EXHIBIT B  
FINANCIAL PROVISIONS - ADP**

- E. Single Audit Report: If Contractor is required to perform a single audit and/or program specific audit, per the requirements of OMB circular A-133, Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt.

**VIII. PRE-AUDIT COST REPORT SETTLEMENTS.**

- A. Pre-audit Cost Report 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:
1. Contractor's published charge(s) to the general public, as approved by the Contractor's governing board; unless the Contractor is a Nominal Charge Provider. This federal published charges rule is applicable only for the outpatient, rehabilitative, case management and 24-hour services.
  2. The Contractor's actual costs.
  3. The last approved State Schedule of Maximum Allowances (SMA).
  4. The Maximum Contract Amount of this Agreement.
- B. Issuance of Findings. County's issuance of its pre-audit cost report settlement findings shall take place no later than one-hundred-twenty (120) calendar days after the receipt by County from the State of the State's Final Cost Report Settlement package for 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.

**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. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County.
- C. Invoice for Amounts Due. County shall issue an invoice to Contractor for any amount due to the

**EXHIBIT B  
FINANCIAL PROVISIONS - ADP**

County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice.

- D. Appeal. Contractor may appeal any such audit findings in accordance with the audit appeal process established by the Responsible Auditing Party performing the audit.



**EXHIBIT B-2**

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

AGENCY NAME: Casa Serena, Inc.  
COUNTY FISCAL YEAR: 2014/2015

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/<br>ORGANIZATION<br>BUDGET | COUNTY ADMHS<br>PROGRAMS<br>TOTALS | Main House | Graduate House | Oliver House | Enter PROGRAM<br>NAME<br>(Fac/Prog) | Enter PROGRAM<br>NAME<br>(Fac/Prog) | Enter PROGRAM<br>NAME<br>(Fac/Prog) | Enter PROGRAM<br>NAME<br>(Fac/Prog) |
| 1                                     |          | Contributions   | \$ 150,000                              | \$ 150,000                         | \$ 90,000  | \$ 30,000      | \$ 30,000    |                                     |                                     |                                     |                                     |
| 2                                     |          | Foundations/Trusts  | \$ 250,000                              | \$ 250,000                         | \$ 150,000 | \$ 50,000      | \$ 50,000    |                                     |                                     |                                     |                                     |
| 3                                     |          | Special Events  |   | \$ -                               |            |                |              |                                     |                                     |                                     |                                     |
| 4                                     |          | Legacies/Bequests   |   | \$ -                               |            |                |              |                                     |                                     |                                     |                                     |
| 5                                     |          | Associated Organizations  |   | \$ -                               |            |                |              |                                     |                                     |                                     |                                     |
| 6                                     |          | Membership Dues   |   | \$ -                               |            |                |              |                                     |                                     |                                     |                                     |
| 7                                     |          | Sales of Materials  |   | \$ -                               |            |                |              |                                     |                                     |                                     |                                     |
| 8                                     |          | Investment Income   | \$ 48,200                               | \$ 48,200                          | \$ 28,920  | \$ 9,640       | \$ 9,640     |                                     |                                     |                                     |                                     |
| 9                                     |          | Miscellaneous Revenue   | \$ 5,000                                | \$ 5,000                           | \$ 3,000   | \$ 1,000       | \$ 1,000     |                                     |                                     |                                     |                                     |
| 10                                    |          | ADMHS Funding   | \$ 99,920                               | \$ 99,920                          | \$ 59,952  | \$ 19,984      | \$ 19,984    |                                     |                                     |                                     |                                     |
| 11                                    |          | Other Government Funding  | \$ 5,000                                | \$ 5,000                           | \$ 3,000   | \$ 1,000       | \$ 1,000     |                                     |                                     |                                     |                                     |
| 12                                    |          | Other (specify)   |   | \$ -                               | \$ -       | \$ -           | \$ -         |                                     |                                     |                                     |                                     |
| 13                                    |          | Other (specify)   |   | \$ -                               |            |                |              |                                     |                                     |                                     |                                     |
| 14                                    |          | Other (specify)   |   | \$ -                               |            |                |              |                                     |                                     |                                     |                                     |
| 15                                    |          | Other (specify)   |   | \$ -                               |            |                |              |                                     |                                     |                                     |                                     |
| 16                                    |          | Other (specify)   |   | \$ -                               |            |                |              |                                     |                                     |                                     |                                     |
| 17                                    |          | Other (specify)   |   | \$ -                               |            |                |              |                                     |                                     |                                     |                                     |
| 18                                    |          | Total Other Revenue<br>(Sum of lines 1 through 17)                    | \$ 558,120                              | \$ 558,120                         | \$ 334,872 | \$ 111,624     | \$ 111,624   | \$ -                                | \$ -                                | \$ -                                | \$ -                                |
| I.B. Client and Third Party Revenues: |          |   |   |                                    |            |                |              |                                     |                                     |                                     |                                     |
| 19                                    |          | Medicare  |   |                                    |            |                |              |                                     |                                     |                                     |                                     |
| 20                                    |          | Client Fees   | \$ 350,000                              | \$ 350,000                         | \$ 210,000 | \$ 70,000      | \$ 70,000    |                                     |                                     |                                     |                                     |
| 21                                    |          | Insurance   |   | \$ -                               | \$ -       | \$ -           | \$ -         |                                     |                                     |                                     |                                     |
| 22                                    |          | SSI   |   |                                    |            |                |              |                                     |                                     |                                     |                                     |
| 23                                    |          | Other (specify)   |   |                                    |            |                |              |                                     |                                     |                                     |                                     |
| 24                                    |          | Total Client and Third Party Revenues<br>(Sum of lines 19 through 23) | \$ 350,000                              | \$ 350,000                         | \$ 210,000 | \$ 70,000      | \$ 70,000    | \$ -                                | \$ -                                | \$ -                                | \$ -                                |
| 25                                    |          | GROSS PROGRAM REVENUE BUDGET<br>(Sum of lines 18 + 24)                | \$ 908,120                              | \$ 908,120                         | \$ 544,872 | \$ 181,624     | \$ 181,624   | \$ -                                | \$ -                                | \$ -                                | \$ -                                |

**EXHIBIT B-2**

| III. DIRECT COSTS   | TOTAL AGENCY/<br>ORGANIZATION<br>BUDGET | COUNTY ADMHS<br>PROGRAMS<br>TOTALS | Main House | Graduate House | Oliver House | Enter PROGRAM<br>NAME<br>(Fac/Prog) | Enter PROGRAM<br>NAME<br>(Fac/Prog) | Enter PROGRAM<br>NAME<br>(Fac/Prog) | Enter PROGRAM<br>NAME<br>(Fac/Prog) |
|---|---|------------------------------------|------------|----------------|--------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <b>III. A. Salaries and Benefits Object Level</b>               |   |                                    |            |                |              |                                     |                                     |                                     |                                     |
| 26 Salaries (Complete Staffing Schedule)                        | 300,196                                 | \$ 300,196                         | \$ 180,118 | \$ 60,039      | \$ 60,039    | \$ -                                | \$ -                                | \$ -                                | \$ -                                |
| 27 Employee Benefits  | 60,000                                  | \$ 60,000                          | \$ 36,000  | \$ 12,000      | \$ 12,000    |                                     |                                     |                                     |                                     |
| 28 Consultants  | -                                       | \$ -                               | \$ -       | \$ -           | \$ -         |                                     |                                     |                                     |                                     |
| 29 Payroll Taxes  | 27,018                                  | \$ 27,018                          | \$ 16,211  | \$ 5,404       | \$ 5,404     |                                     |                                     |                                     |                                     |
| 30 Salaries and Benefits Subtotal                               | \$ 387,214                              | \$ 387,214                         | \$ 232,328 | \$ 77,443      | \$ 77,443    | \$ -                                | \$ -                                | \$ -                                | \$ -                                |
| <b>III. B. Services and Supplies Object Level</b>               |   |                                    |            |                |              |                                     |                                     |                                     |                                     |
| 31 Professional Fees  | 65,000                                  | \$ 65,000                          | \$ 39,000  | \$ 13,000      | \$ 13,000    |                                     |                                     |                                     |                                     |
| 32 Supplies   | 25,000                                  | \$ 25,000                          | \$ 15,000  | \$ 5,000       | \$ 5,000     |                                     |                                     |                                     |                                     |
| 33 Telephone  | 6,500                                   | \$ 6,500                           | \$ 3,900   | \$ 1,300       | \$ 1,300     |                                     |                                     |                                     |                                     |
| 34 Postage & Shipping   | 1,000                                   | \$ 1,000                           | \$ 600     | \$ 200         | \$ 200       |                                     |                                     |                                     |                                     |
| 35 Food   | 70,000                                  | \$ 70,000                          | \$ 42,000  | \$ 14,000      | \$ 14,000    |                                     |                                     |                                     |                                     |
| 36 Rental/Maintenance Equipment                                 | 2,037                                   | \$ 2,037                           | \$ 1,222   | \$ 407         | \$ 407       |                                     |                                     |                                     |                                     |
| 37 Printing/Publications  |   | \$ -                               | \$ -       | \$ -           | \$ -         |                                     |                                     |                                     |                                     |
| 38 Transportation   | 5,000                                   | \$ 5,000                           | \$ 3,000   | \$ 1,000       | \$ 1,000     |                                     |                                     |                                     |                                     |
| 39 Conferences, Meetings, Etc                                   | 7,000                                   | \$ 7,000                           | \$ 4,200   | \$ 1,400       | \$ 1,400     |                                     |                                     |                                     |                                     |
| 40 Insurance  | 27,000                                  | \$ 27,000                          | \$ 16,200  | \$ 5,400       | \$ 5,400     |                                     |                                     |                                     |                                     |
| 41 Marketing/Development  | 40,000                                  | \$ 40,000                          | \$ 24,000  | \$ 8,000       | \$ 8,000     |                                     |                                     |                                     |                                     |
| 42 Utilities  | 33,000                                  | \$ 33,000                          | \$ 19,800  | \$ 6,600       | \$ 6,600     |                                     |                                     |                                     |                                     |
| 43 Bldg. Maintenance  | 55,800                                  | \$ 55,800                          | \$ 33,480  | \$ 11,160      | \$ 11,160    |                                     |                                     |                                     |                                     |
| 44 Furniture/Fixtures   |   |                                    |            |                |              |                                     |                                     |                                     |                                     |
| 45 Office Expense   | 7,000                                   | \$ 7,000                           | \$ 4,200   | \$ 1,400       | \$ 1,400     |                                     |                                     |                                     |                                     |
| 45 Services and Supplies Subtotal                               | \$ 344,337                              | \$ 344,337                         | \$ 206,602 | \$ 68,867      | \$ 68,867    | \$ -                                | \$ -                                | \$ -                                | \$ -                                |
| 46 III. C. Client Expense Object Level Total                    |   | \$ -                               |            |                |              |                                     |                                     |                                     |                                     |
| 47 SUBTOTAL DIRECT COSTS  | \$ 731,551                              | \$ 731,551                         | \$ 438,931 | \$ 146,310     | \$ 146,310   | \$ -                                | \$ -                                | \$ -                                | \$ -                                |
| <b>IV. INDIRECT COSTS</b>                                       |   |                                    |            |                |              |                                     |                                     |                                     |                                     |
| 48 Administrative Indirect Costs (Reimbursement limited to 15%) | 45,029                                  | \$ 45,029                          | \$ 27,017  | \$ 9,006       | \$ 9,006     |                                     |                                     |                                     |                                     |
| 49 GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47-48)         | \$ 776,580                              | \$ 776,580                         | \$ 465,948 | \$ 155,316     | \$ 155,316   | \$ -                                | \$ -                                | \$ -                                | \$ -                                |

**COUNTY OF SANTA BARBARA  
ALCOHOL & DRUG PROGRAM  
FEE SCHEDULE  
FY 2014-15**

**ANNUAL GROSS FAMILY INCOME  
NUMBER OF DEPENDENTS**

| <b>FEE PER VISIT</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> | <b>8</b> |
|----------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| <b>5</b>             | 11,670   | 15,730   | 19,790   | 23,850   | 27,910   | 31,970   | 36,030   | 40,090   |
| <b>10</b>            | 15,730   | 19,790   | 23,850   | 27,910   | 31,970   | 36,030   | 40,090   | 44,150   |
| <b>15</b>            | 19,790   | 23,850   | 27,910   | 31,970   | 36,030   | 40,090   | 44,150   | 48,210   |
| <b>20</b>            | 23,850   | 27,910   | 31,970   | 36,030   | 40,090   | 44,150   | 48,210   | 52,270   |
| <b>25</b>            | 27,910   | 31,970   | 36,030   | 40,090   | 44,150   | 48,210   | 52,270   | 56,330   |
| <b>30</b>            | 31,970   | 36,030   | 40,090   | 44,150   | 48,210   | 52,270   | 56,330   | 60,390   |
| <b>35</b>            | 36,030   | 40,090   | 44,150   | 48,210   | 52,270   | 56,330   | 60,390   | 64,450   |
| <b>40</b>            | 40,090   | 44,150   | 48,210   | 52,270   | 56,330   | 60,390   | 64,450   | 68,510   |
| <b>45</b>            | 44,150   | 48,210   | 52,270   | 56,330   | 60,390   | 64,450   | 68,510   | 72,570   |
| <b>50</b>            | 48,210   | 52,270   | 56,330   | 60,390   | 64,450   | 68,510   | 72,570   | 76,630   |
| <b>55</b>            | 52,270   | 56,330   | 60,390   | 64,450   | 68,510   | 72,570   | 76,630   | 80,690   |
| <b>60</b>            | 56,330   | 60,390   | 64,450   | 68,510   | 72,570   | 76,630   | 80,690   | 84,750   |
| <b>65</b>            | 60,390   | 64,450   | 68,510   | 72,570   | 76,630   | 80,690   | 84,750   | 88,810   |
| <b>70</b>            | 64,450   | 68,510   | 72,570   | 76,630   | 80,690   | 84,750   | 88,810   | 92,870   |
| <b>75</b>            | 68,510   | 72,570   | 76,630   | 80,690   | 84,750   | 88,810   | 92,870   | 96,930   |
| <b>80</b>            | 72,570   | 76,630   | 80,690   | 84,750   | 88,810   | 92,870   | 96,930   | 100,990  |
| <b>85</b>            | 76,630   | 80,690   | 84,750   | 88,810   | 92,870   | 96,930   | 100,990  | 105,050  |
| <b>90</b>            | 80,690   | 84,750   | 88,810   | 92,870   | 96,930   | 100,990  | 105,050  | 109,110  |

**MONTHLY GROSS FAMILY INCOME  
NUMBER OF DEPENDENTS**

| <b>FEE PER VISIT</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> | <b>8</b> |
|----------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| <b>5</b>             | 973      | 1,311    | 1,649    | 1,988    | 2,326    | 2,664    | 3,003    | 3,341    |
| <b>10</b>            | 1,311    | 1,649    | 1,988    | 2,326    | 2,664    | 3,003    | 3,341    | 3,679    |
| <b>15</b>            | 1,649    | 1,988    | 2,326    | 2,664    | 3,003    | 3,341    | 3,679    | 4,018    |
| <b>20</b>            | 1,988    | 2,326    | 2,664    | 3,003    | 3,341    | 3,679    | 4,018    | 4,356    |
| <b>25</b>            | 2,326    | 2,664    | 3,003    | 3,341    | 3,679    | 4,018    | 4,356    | 4,694    |
| <b>30</b>            | 2,664    | 3,003    | 3,341    | 3,679    | 4,018    | 4,356    | 4,694    | 5,033    |
| <b>35</b>            | 3,003    | 3,341    | 3,679    | 4,018    | 4,356    | 4,694    | 5,033    | 5,371    |
| <b>40</b>            | 3,341    | 3,679    | 4,018    | 4,356    | 4,694    | 5,033    | 5,371    | 5,709    |
| <b>45</b>            | 3,679    | 4,018    | 4,356    | 4,694    | 5,033    | 5,371    | 5,709    | 6,048    |
| <b>50</b>            | 4,018    | 4,356    | 4,694    | 5,033    | 5,371    | 5,709    | 6,048    | 6,386    |
| <b>55</b>            | 4,356    | 4,694    | 5,033    | 5,371    | 5,709    | 6,048    | 6,386    | 6,724    |
| <b>60</b>            | 4,694    | 5,033    | 5,371    | 5,709    | 6,048    | 6,386    | 6,724    | 7,063    |
| <b>65</b>            | 5,033    | 5,371    | 5,709    | 6,048    | 6,386    | 6,724    | 7,063    | 7,401    |
| <b>70</b>            | 5,371    | 5,709    | 6,048    | 6,386    | 6,724    | 7,063    | 7,401    | 7,739    |
| <b>75</b>            | 5,709    | 6,048    | 6,386    | 6,724    | 7,063    | 7,401    | 7,739    | 8,078    |
| <b>80</b>            | 6,048    | 6,386    | 6,724    | 7,063    | 7,401    | 7,739    | 8,078    | 8,416    |
| <b>85</b>            | 6,386    | 6,724    | 7,063    | 7,401    | 7,739    | 8,078    | 8,416    | 8,754    |
| <b>90</b>            | 6,724    | 7,063    | 7,401    | 7,739    | 8,078    | 8,416    | 8,754    | 9,093    |

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

| <b>Treatment Services Outcome Measures</b>  |   |  |
|---|---|--|
| <b>Program Goal</b>   | <b>Outcome</b>  | <b>Measure</b>   |
| ❖ Reduce substance use and improve overall life functioning while in treatment and at the point of discharge including establishing a sober support system and a significant reduction in all substance abuse and accompanying mental health problems | <ul style="list-style-type: none"> <li>✓ Clients receiving services for more than 30 days</li> <li>✓ Clients that stay in treatment a minimum of 90 days</li> <li>✓ Clients that successfully complete treatment</li> </ul>               | <ul style="list-style-type: none"> <li>➤ Number of clients in treatment a minimum of 30 days, and have received at least one service in the past 30 days</li> <li>➤ Number of clients remaining in treatment for a minimum of 90 days</li> <li>➤ Number of clients that successfully complete treatment</li> </ul> |
| ❖ Assist clients to develop the skills necessary to lead healthy and productive lives   | <ul style="list-style-type: none"> <li>✓ Decreased readmission rates</li> <li>✓ Clients who reported unemployment or not seeking employment at admission will be employed or enrolled in a job training or school at discharge</li> </ul> | <ul style="list-style-type: none"> <li>➤ Number of readmissions</li> <li>➤ Number of clients employed, seeking employment, enrolled in job training or school at discharge</li> </ul>  |
| <b>Additional Perinatal Services Outcome Measures</b>   |   |  |
| <b>Program Goal</b>   | <b>Outcome</b>  | <b>Measure</b>   |
| ❖ Assist pregnant clients deliver drug-free babies  | ✓ Babies born to women in treatment will be drug free.  | ➤ Number of drug-free births to women in treatment   |
| <b>Transitional Living Program Services Outcome Measures</b>  |   |  |
| <b>Program Goal</b>   | <b>Outcome</b>  | <b>Measure</b>   |
| ❖ Provide stable residential recovery in support of clients.  | <ul style="list-style-type: none"> <li>✓ Clients will complete a minimum of 30 days in Transitional Living Center (TLC)</li> <li>✓ Clients enrolled in TLC will be enrolled in AOD treatment services</li> </ul>                          | <ul style="list-style-type: none"> <li>➤ Number of clients completing at least 30 days in TLC</li> <li>➤ Number of clients open to TLC and receiving AOD treatment services</li> </ul>   |

**EXHIBIT B-1**

**ALCOHOL, DRUG AND MENTAL HEALTH SERVICES  
SCHEDULE OF RATES AND CONTRACT MAXIMUM**

**CONTRACTOR NAME:**

Casa Serena

**FISCAL YEAR:** 2014-15

| DESCRIPTION/MODE/SERVICE FUNCTION:  | Unit    | PROGRAM  |              |                |            |
|---|---------|--|--------------|----------------|------------|
|   |         | Main House   | Oliver House | Graduate House | Total      |
|   |         | <b>NUMBER OF UNITS PROJECTED (based on history):</b> |              |                |            |
| 51-Res/Rec LT   | bed day | 879  |              |                | 879        |
| 51-Res/Rec LT - Oliver House  | bed day |  | 745          |                | 745        |
| 56-TLC PN   | bed day |  | 102          |                | 102        |
| <b>COST PER UNIT/PROVISIONAL RATE:</b>  |         |  |              |                |            |
| 51-Res/Rec LT   |         | \$50.00  |              |                |            |
| 51-Res/Rec LT - Oliver House  |         |  | \$66.13      |                |            |
| 56-TLC PN   |         |  | \$66.13      |                |            |
| <b>GROSS COST:</b>  |         | \$ 515,917   | \$ 215,678   | \$ 154,903     | \$ 886,498 |
| <b>LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)</b> |         |  |              |                |            |
| CLIENT FEES   |         | \$ 173,762   | \$ 57,921    | \$ 57,921      | 289,604    |
| CLIENT INSURANCE  |         |  |              |                | -          |
| CONTRIBUTIONS/GRANTS (includes unsecured)   |         | \$ 141,195   | \$ 47,065    | \$ 47,065      | 235,325    |
| FOUNDATIONS/TRUSTS  |         | \$ 146,400   | \$ 48,800    | \$ 48,800      | 244,000    |
| MISCELLANEOUS REVENUE   |         |  |              |                | -          |
| OTHER: OTHER GOVERNMENT   |         | \$ 7,238   | \$ 4,826     |                | 12,064     |
| OTHER: MISC. REVENUE  |         | \$ 3,351   | \$ 1,117     | \$ 1,117       | 5,585      |
| <b>TOTAL CONTRACTOR REVENUES</b>  |         | \$ 471,946   | \$ 159,729   | \$ 154,903     | \$ 786,578 |
| <b>MAXIMUM (NET) CONTRACT AMOUNT:</b>   |         | \$ 43,971  | \$ 55,949    | \$ -           | \$ 99,920  |

| SOURCES OF 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         |  |           |           |      | \$ -      |
| CalWORKS  |  | \$ 3,450  | \$ 39,050 |      | \$ 42,500 |
| <b>TOTAL (SOURCES OF FUNDING)</b>               |  | \$ 43,971 | \$ 55,949 | \$ - | \$ 99,920 |

CONTRACTOR SIGNATURE:

STAFF ANALYST SIGNATURE:

FISCAL SERVICES SIGNATURE:


\* Funding sources are estimated at the time of contract execution and may be reallocated at ADMHS' discretion based on available funding sources

# EXHIBIT B-1

## ALCOHOL, DRUG AND MENTAL HEALTH SERVICES SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME:

Casa Serena

FISCAL YEAR: 2014-15

| DESCRIPTION/MODE/SERVICE FUNCTION:   | Unit    | PROGRAM    |              |                |            |
|--|---------|------------|--------------|----------------|------------|
|  |         | Main House | Oliver House | Graduate House | Total      |
| NUMBER OF UNITS PROJECTED (based on history):                                      |         |            |              |                |            |
| 51-Res/Rec LT  | bed day | 879        |              |                | 879        |
| 51-Res/Rec LT - Oliver House   | bed day |            | 745          |                | 745        |
| 56-TLC PN  | bed day |            | 102          |                | 102        |
| COST PER UNIT/PROVISIONAL RATE:  |         |            |              |                |            |
| 51-Res/Rec LT  |         | \$50.00    |              |                |            |
| 51-Res/Rec LT - Oliver House   |         |            | \$66.13      |                |            |
| 56-TLC PN  |         |            | \$66.13      |                |            |
| GROSS COST:  |         | \$ 515,917 | \$ 215,678   | \$ 154,903     | \$ 886,498 |
| LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet) |         |            |              |                |            |
| CLIENT FEES  |         | \$ 173,762 | \$ 57,921    | \$ 57,921      | 289,604    |
| CLIENT INSURANCE   |         |            |              |                | -          |
| CONTRIBUTIONS/GRANTS (includes unsecured)  |         | \$ 141,195 | \$ 47,065    | \$ 47,065      | 235,325    |
| FOUNDATIONS/TRUSTS   |         | \$ 146,400 | \$ 48,800    | \$ 48,800      | 244,000    |
| MISCELLANEOUS REVENUE  |         |            |              |                | -          |
| OTHER: OTHER GOVERNMENT  |         | \$ 7,238   | \$ 4,826     |                | 12,064     |
| OTHER: MISC. REVENUE   |         | \$ 3,351   | \$ 1,117     | \$ 1,117       | 5,585      |
| TOTAL CONTRACTOR REVENUES  |         | \$ 471,946 | \$ 159,729   | \$ 154,903     | \$ 786,578 |
| MAXIMUM (NET) CONTRACT AMOUNT:   |         | \$ 43,971  | \$ 55,949    | \$ -           | \$ 99,920  |

| SOURCES OF 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        |  |           |           | -         |
| CalWORKS                                       |  | \$ 3,450  | \$ 39,050 | \$ 42,500 |
| TOTAL (SOURCES OF FUNDING)                     |  | \$ 43,971 | \$ 55,949 | \$ 99,920 |

CONTRACTOR SIGNATURE:

*[Handwritten Signature]* for *[Name]* 8/20/2014

STAFF ANALYST SIGNATURE:

\_\_\_\_\_

FISCAL SERVICES SIGNATURE:

\_\_\_\_\_

\* Funding sources are estimated at the time of contract execution and may be reallocated at ADMHS' discretion based on available funding sources