

**AGREEMENT  
FOR SERVICES OF INDEPENDENT CONTRACTOR**

BC \_\_\_\_\_

This Agreement (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and Mental Health Systems, Inc., having its principal place of business at San Diego, California (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE:** Assistant Director – Administration (telephone 805.681.5220) is the representative of County and will administer this Agreement for and on behalf of County. Kimberly Bond (telephone number 8585732600) is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.
2. **NOTICES.** Whenever it shall become necessary for either party to serve notice on the other respecting the Agreement, such notice shall be in writing and shall be served by Registered or Certified Mail, Return Receipt Requested, addressed as follows:
  - A. To County:  
Director  
Santa Barbara County  
Alcohol, Drug, and Mental Health Services  
300 N. San Antonio Road  
Santa Barbara, CA 93110
  - To Contractor:  
Kimberly Bond, President & CEO  
Mental Health Systems, Inc.  
9465 Farnham St.  
San Diego, CA 92123
  - B. Any such notice so mailed shall be deemed to have been served upon and received by the addressee five (5) days after deposit in the mail. Either party shall have the right to change the place or person to whom notice is to be sent by giving written notice to the other party of the change.
3. **SCOPE OF SERVICES.** Contractor agrees to provide services to County in accordance with Exhibit A attached hereto and incorporated herein by reference.
4. **TERM.** Contractor shall commence performance by **7/1/2012** and complete performance by **6/30/2013**, unless this Agreement is otherwise terminated at an earlier date pursuant to Section 17.
5. **COMPENSATION OF CONTRACTOR.** Contractor shall be paid for performance under this Agreement in accordance with the terms of Exhibit B, attached hereto and incorporated herein by reference. Contractor shall bill County by invoice, which shall include the Contract number assigned by County. Contractor shall direct the invoice

## AGREEMENT

to County's "Accounts Payable Department" at the address specified under Section 2 NOTICES, after completing the increments identified in Exhibit B.

6. **INDEPENDENT CONTRACTOR.** Contractor shall perform all of its services under this Agreement as an Independent Contractor and not as an employee of County. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, Workers' Compensation insurance, and protection of tenure.
7. **STANDARD OF PERFORMANCE.** Contractor represents that it has the skills, expertise, and licenses and/or permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a manner which will conform to high standards of quality and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request, without additional compensation. Contractor shall obtain and maintain all permits and/or licenses required for performance under this Agreement without additional compensation, at Contractor's own expense.
8. **NON-DISCRIMINATION.** County hereby notifies Contractor that Santa Barbara County's Unlawful Discrimination Ordinance (Santa Barbara County Code, Chapter 2, Article XIII) applies to this Agreement and is incorporated herein by reference with the same force and effect as if the ordinance were specifically set out herein. Contractor hereby agrees to comply with said ordinance.
9. **CONFLICT OF INTEREST.** Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor.
10. **RESPONSIBILITIES OF COUNTY.** County shall provide all information reasonably necessary to allow Contractor to perform the services contemplated by this Agreement.
11. **OWNERSHIP OF DOCUMENTS.** Upon production, County shall be the owner of the following items incidental to this Agreement, whether or not completed: all data collected and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall be the legal owner and Custodian of Records for all County client files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) §5328; 42 United States Code (U.S.C.) §290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. Contractor

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further agrees to provide County with copies of all County client file documents resulting from this Agreement without requiring any further written release of information.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of County. Within HIPAA guidelines, County shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records until such time that the State Department of Health Care Services completes its final audit for the fiscal year(s) covered by this Agreement, or not less than three (3) years from the end of the term of this Agreement, whichever is later. All account records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records, either at any time during Contractor's regular business hours, or upon reasonable notice to Contractor.
13. **COMPLIANCE WITH HIPAA.** Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.
14. **INDEMNIFICATION AND INSURANCE.** Contractor shall agree to defend, indemnify and hold harmless the County and to procure and maintain insurance in accordance with the provisions of Exhibit C attached hereto and incorporated herein by reference.
15. **TAXES.** County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by State, Federal, or local taxing agencies, Contractor agrees to reimburse County within one (1) week for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and Workers' Compensation insurance.
16. **DISPUTE RESOLUTION.** Any dispute or disagreement arising out of this Agreement shall first be addressed and resolved at the lowest possible staff level between the appropriate representatives of the Contractor and of the County. If the dispute or disagreement cannot be resolved at this level, it is to be elevated to the Contractor's Program Manager and County's relevant Program Manager. If the Managers cannot resolve the dispute, they are to take the following actions:
  - A. Decision – Each party shall reduce the dispute to writing and submit to the appropriate ADMHS Assistant Director. The Assistant Director shall assemble a team to investigate the dispute and to prepare a written decision. This decision shall be furnished to the Contractor within thirty (30) days of receipt of the dispute

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documentation. This decision shall be final unless appealed within ten (10) days of receipt.

- B. Appeal – The Contractor may appeal the decision to the Santa Barbara County Alcohol, Drug, and Mental Health Services Director or designee. The decision shall be put in writing within twenty (20) days and a copy thereof mailed to the Contractor’s address for notices. The decision shall be final.
- C. Continued Performance - Pending final decision of the dispute hereunder, Contractor shall proceed diligently with the performance of this Agreement.
- D. Dispute Resolution - The finality of appeal described herein is meant to imply only that recourse to resolution of disputes through this particular dispute resolution mechanism has been concluded. This is in no way meant to imply that the parties have agreed that this mechanism replaces either party’s rights to have its disputes with the other party heard and adjudicated in a court of competent jurisdiction.

### 17. TERMINATION.

A. **BY COUNTY.** County, by written notice to Contractor, may terminate this Agreement in whole or in part at any time, whether for County convenience or because of the failure of Contractor to fulfill the obligations herein. Upon termination, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process.

- 1. **FOR CONVENIENCE.** County may terminate this Agreement upon thirty (30) days written notice. Following such notice of termination, Contractor shall notify County of the status of its performance and cease work at the conclusion of the thirty (30) day notice period.

Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the maximum budgeted amount for this Agreement as set forth in Exhibit B, or paid for profit on unperformed portions of service. Contractor shall furnish to County such financial information as, in the judgment of County, is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final.

- 2. **FOR CAUSE.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County’s sole option, terminate this Agreement by written notice which shall be effective upon receipt by Contractor.

B. **BY CONTRACTOR.** Contractor may, upon thirty (30) days written notice to County, terminate this Agreement in whole or in part at any time, whether for Contractor’s

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convenience or because of the failure of County to fulfill the obligations herein. Following such termination, Contractor shall promptly cease work and notify County as to the status of its performance.

- 18. ENTIRE AGREEMENT, AMENDMENTS, AND MODIFICATIONS.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties. There have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be amended or modified only by the written mutual consent of the parties hereto. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the director of Alcohol, Drug & Mental Health Services. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral Agreements, course of conduct, waiver or estoppel.
- 19. NON-EXCLUSIVE AGREEMENT.** Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.
- 20. SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of or for the benefit of any or all parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- 21. ASSIGNMENT.** Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of County. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
- 22. REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder, now or hereafter existing at law or in equity or otherwise.
- 23. NO WAIVER OF DEFAULT.** No delay or omission of the parties to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to the parties shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of either party.

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24. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in State Court, or in the Federal District Court nearest to Santa Barbara County, if in Federal Court.
25. **COMPLIANCE WITH LAW.** Contractor shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County be a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.
26. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
27. **SEVERABILITY.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof. Such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
28. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts. Each counterpart shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
29. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement, and each covenant and term is a condition herein.
30. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and have complied with all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other Agreement or Agreement to which Contractor is obligated, which breach would have a material effect hereon.
31. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.
32. **COMMUNICATION.** Contractor shall acknowledge in any public announcement regarding the program that is the subject of this Agreement that Santa Barbara County Alcohol, Drug, and Mental Health Department provides all or some of the funding for the program.

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- 33. PRIOR AGREEMENTS.** Upon execution, this Agreement supersedes all prior Mental Health Services agreements between County and Contractor.
- 34. COURT APPEARANCES.** Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials, including Contractor's staff that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue Subpoenas for the required witnesses upon request of Contractor.
- 35. NONAPPROPRIATION OF FUNDS.**
- A. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.
  - B. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement as provided in Section 17. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
  - C. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

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### **THIS AGREEMENT INCLUDES:**

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



**AGREEMENT**

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

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

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
DOREEN FARR, CHAIR  
BOARD OF SUPERVISORS  
Date: \_\_\_\_\_

ATTEST:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

CONTRACTOR

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

By: \_\_\_\_\_  
Tax Id No 95-3302967.  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

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

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

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

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

APPROVED AS TO INSURANCE FORM:  
RAY AROMATORIO  
RISK MANAGER

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

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

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

**AGREEMENT SUMMARY**

**BC** \_\_\_\_\_

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form is not applicable to revenue contracts.

D1. Fiscal Year ..... 12-13  
 D2. Budget Unit Number (plus –Ship/Bill codes in parenthesis) ..... 043  
 D3. Requisition Number..... N/A  
 D4. Department Name..... Alcohol, Drug, and Mental Health Services  
 D5. Contact Person ..... Erin Jeffery  
 D6. Telephone ..... (805) 681-5168

K1. Agreement Type (check one):                       Personal Service     Capital  
 K2. Brief Summary of Agreement Description/Purpose..... Substance Abuse Treatment Services  
 K3. Original Agreement Amount..... \$284900  
 K4. Agreement Begin Date..... 7/1/2012  
 K5. Original Agreement End Date ..... 6/30/2013  
 K6. Amendment History (leave blank if no prior amendments).....

Seq#	EffectiveDate	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose (2-4 words)

K7. Department Project Number :  
 B1. Is this a Board Agreement? (Yes/No)..... Yes  
 B2. Number of Workers Displaced (if any) ..... N/A  
 B3. Number of Competitive Bids (if any)..... N/A  
 B4. Lowest Bid Amount (if bid) ..... N/A  
 B5. If Board waived bids, show Agenda Date..... N/A  
     and Agenda Item Number .....  
 B7. Boilerplate Agreement Text Unaffected? (Yes / or cite Paragraph) ... Yes

F1. Encumbrance Transaction Code..... 1701  
 F2. Current Year Encumbrance Amount ..... \$284900  
 F3. Fund Number ..... 0049  
 F4. Department Number..... 6100  
 F5. Division Number (if applicable) ..... N/A  
 F6. Account Number ..... 7461  
 F7. Cost Center number (if applicable) ..... 6100  
 F8. Payment Terms..... Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing)..... A= 258737  
 V2. Payee/Contractor Name ..... Mental Health Systems, Inc.  
 V3. Mailing Address ..... 9465 Farnham St.  
 V4. City State (two-letter) Zip (include +4 if known) ..... San Diego, CA 92123  
 V5. Telephone Number ..... 8585732600  
 V6. Contractor's Federal Tax ID Number (EIN or SSN)..... 95-3302967  
 V7. Contact Person..... Kimberly Bond  
 V8. Workers Comp Insurance Expiration Date ..... 4/1/2013  
 V9. Liability Insurance Expiration Date[s] (G=Genl; P=Prof)..... G 10/1/2012 P 10/1/2012  
 V10. Professional License Number..... /N/A  
 V11. Verified by (name of County staff) ..... Erin Jeffery  
 V12. Company Type (Check one):                       individual                       Sole Proprietorship                       Partnership                       Corporation

**I certify** information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

## EXHIBIT A

The following terms shall apply to all programs operated under this contract, included as Exhibits A-1 through A-2.

### 1. STAFF.

- A. **TRAINING.** Contractor shall provide training to each Program staff member, within thirty (30) days of the date of hire regarding applicable programs, including the County Management Information System (MIS), Drug Medi-Cal, Substance Abuse Crime Prevention Act (SACPA), and Drug Court/ Substance Abuse Treatment 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 is terminated from working on this Contract.
- D. At any time prior to or during the term of this Contract, the County may require that Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- E. County may request that Contractor's staff be immediately removed from working on the County Contract for good cause during the term of the Contract.
- 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.

### 2. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES.

- A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Drug Medi-Cal provider if Title 22 California Code of Regulations (CCR) Drug Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations,

## EXHIBIT A

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) Contracts Division.

- B. In the event license/certification status of a staff member cannot be confirmed, the staff member shall be prohibited from providing services under this 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

### 3. 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:
  - i) Monthly Treatment Services Report on forms supplied by County.
  - ii) Electronic Drug & Alcohol Treatment Access Report (DATAR) for each treatment site, per 45 CFR Section 96.126.
- B. **SERVICE LEVEL REPORTS.** Contractor shall use the County MIS system to track required data elements. These data elements include: units of service and/or face to face contacts (for all Drug Medi-Cal, Outpatient Drug Free, and Day Care Rehabilitative (DCR) services), the number of clients admitted to the Program, unique clients served, and the total number of clients discharged and number of clients discharged to a lower/higher level of care. This requirement does not apply to Alcohol and Drug Free Housing, Prevention programs, and Individual contractors. Contractor shall provide summary reports from other Contractor data sources, as requested.
- C. **STAFFING.** Contractor shall submit monthly Staffing Reports to County. These reports shall be on a form acceptable to, or provided by, County and shall report actual staff hours worked by position, Documented Service Hours (DSH'S) provided by position, caseload by position, and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, and hire and/or termination date. The reports shall be received by County no later than twenty (20) calendar days following the end of the month being reported.
- D. **PROGRAMMATIC.** Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than twenty (20) calendar days following the end of the quarter being reported. Programmatic reports shall

## EXHIBIT A

include a narrative description of Contractor's progress in implementing the provisions of this Agreement, number of active cases, number of clients admitted/ discharged, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes. For Perinatal programs, report shall include the number of women and children served, number of pregnant women served, and the number of births. 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.

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

Contractor shall work with County to ensure satisfactory data collection and compliance with the Outcomes described in Exhibit E, Program Goals, Outcomes and Measures.

**F. ADDITIONAL REPORTS.** Contractor shall maintain records and make statistical reports as required by County and 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.

**4. 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.

**5. 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.

## EXHIBIT A

6. **DRUG MEDI-CAL VERIFICATION.** Contractor shall be responsible for verifying client's Drug Medi-Cal eligibility status and will take steps to reactivate or establish eligibility where none exists.
7. **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.
8. **CONFIDENTIALITY.** Contractor agrees to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; 45 CFR Section 96.132(e), 45 CFR Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 14100.2; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Section 13 of this Agreement. Patient records must comply with all appropriate State and Federal requirements. Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
9. **CLIENT AND FAMILY MEMBER EMPOWERMENT**
  - A. Contractor agrees to support active involvement of clients and their families in treatment, recovery, and policy development.
  - B. Contractor shall maintain a grievance policy and procedure to address client/family satisfaction complaints.
10. **CULTURAL COMPETENCE.**
  - A. Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:
    1. The number of Bilingual and Bicultural staff (as part of the monthly staffing report), and the number of culturally diverse clients receiving Program services;
    2. Efforts aimed at providing culturally competent services such as training provided to staff, changes or adaptations to service protocol, community education/outreach, etc.
  - B. Contractor shall fill Program service staff positions with staff that reflects the ethnic makeup of North Santa Barbara County. At all times, the Contractor shall be staffed with personnel who are Bilingual (Spanish) and able to communicate in the client preferred language;

## EXHIBIT A

- C. Contractor shall maintain Bilingual Spanish capacity and provide staff with regular training on cultural competence, sensitivity and the cultures within the community.

### 11. 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 immediately 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.

12. **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.

13. **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.

### 14. 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.

## EXHIBIT A

- 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 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.
  - G. Contractor shall require each client to be screened for Tuberculosis prior to admission using the Alcohol and Drug Program (ADP) TB Screening Questions and Follow-Up Protocol.
  - H. Contractor shall refer pregnant clients to Perinatal specialized services, as clinically indicated.
  - 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 and Mental Health Services Administration (SAMHSA) shall adhere to the terms and conditions of the Notice of Grant Award, the original grant proposal, and any subsequent grant reapplications, if applicable.
  - K. Contractor shall attend ADMHS ADP Provider meetings regularly to receive information and support in addressing treatment concerns.
15. **DEFINITIONS.** The following terms as used throughout this Agreement shall have the meanings as set forth below.
- A. **Drug Medi-Cal (DMC):** DMC benefits are optional Medi-Cal benefits as described in the California State Plan for Medicaid. DMC services provide medically necessary alcohol and other drug treatment to California's Medi-Cal eligible population. The services include Outpatient Drug-Free Treatment, Narcotic Treatment Program, and Naltrexone Treatment. In addition, Day Care Rehabilitative Treatment and Residential Treatment are available to pregnant and postpartum women who are full-scope Medi-Cal beneficiaries.
  - B. **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. Contractor will provide SACPA Treatment Services to Court-ordered adults. Services include individual and group counseling, community referrals for ancillary services, and drug testing according to SACPA Standards and Practices.



## EXHIBIT A

- C. **SATC:** Substance Abuse Treatment Court (SATC) facilitates recovery of individuals within the criminal justice system by offering alternatives to traditional criminal processing for individuals with charges related to substance abuse. SATC provides a comprehensive and judicially monitored program of drug treatment and rehabilitation services. Services include individual and group counseling, community referrals for ancillary services, and drug testing according to SATC Standards and Practices.

EXHIBIT A-1  
Statement of Work --  
Santa Maria Center for Change

1. **PROGRAM SUMMARY.** The Santa Maria Center for Change Program (hereafter, “the Program”) provides outpatient alcohol and other drug (AOD) treatment to assist adult clients to obtain and maintain sobriety. Treatment services will include best practice individual and group counseling and drug testing. The Program shall be licensed as a Non-residential Outpatient Program. The Program will be located at 201 South Miller Street Suite 101-102, Santa Maria, 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. For SACPA and SATC clients, reduce costs associated with criminal case processing and re-arrest.
  
3. **SERVICES.** Contractor shall provide:
  - A. **Outpatient Drug Free (ODF)** is treatment/recovery or rehabilitation services provided where the client does not reside in a treatment facility. Clients receive drug abuse or alcoholism treatment services with or without medication, including counseling and/or supportive services. This is also known as nonresidential services [Federal Definition].
    - i. **ODF – Group** [Service Code 33] Group counseling means face-to-face contacts in which one or more counselors treat four (4) or more clients, up to a total of ten (10) clients, at the same time, focusing on the needs of the individuals served, in a 90 minute session.
    - ii. **For DMC clients, and all ODF-Group services and DCR services:** Contractor shall ensure that each client receives a minimum of two group counseling sessions (minimum 90 minutes per group session) per thirty (30) day period depending on the client’s needs and treatment plan or be subject to discharge, as specified in 22 CCR Section 51341.1(d). Group counseling sessions shall focus on short-term personal, family, job/school, and other problems and their relationship to substance abuse or a return to substance abuse. Services shall be provided by appointment. At least one of the clients in the group session must be DMC eligible to claim DMC reimbursement for the group session.
    - iii. **ODF – Individual** [Service Code 34] Individual counseling is face-to-face contact between a client and a therapist or counselor in a 50 minute session. Individual counseling is limited to intake, evaluation, assessment and diagnosis, treatment and discharge planning, collateral services, and

EXHIBIT A-1  
Statement of Work --  
Santa Maria Center for Change

crisis intervention, subject to the limitations described in Title 22 CCR Section 51341.1.

- B. Contractor shall refer clients to ancillary services and provide referral to vocational, literacy, education, and family counseling where applicable and appropriate.
- C. Contractor shall provide a psychiatrist to provide consultation and medication management to SACPA, SATC, and SAMHSA funded clients.
- D. Contractor shall provide drug testing as described in the ADMHS Drug Testing Policy and Procedures, and SACPA/SATC requirements, as applicable.

**E. For SACPA and SATC:**

- i. Contractor shall provide SACPA or SATC Treatment Services to Court-ordered adults, per SACPA/SATC guidelines.
- ii. Contractor shall participate in a quarterly graduate activity in collaboration with the Court and other treatment contractors, sharing in the cost of the celebratory activities.
- iii. Contractor shall attend Court Staffing meetings in the region served by Contractor.
- iv. Contractor shall abide by the Therapeutic Justice Policy Council Treatment Court Guidelines & Procedures as set forth by the Policy Council.
- v. Contractor shall attend SACPA/SATC Core Team and Policy Council meetings and work with County to develop recommendations, guidelines, and procedures for adult treatment services.

4. **CLIENTS.** Contractor shall provide services as described in Section 3 to 128 clients aged 18 and over, referred by sources described in Section 5.A. Contractor shall admit clients with co-occurring disorders where appropriate.

**5. REFERRALS.**

- A. Contractor shall receive referrals from Parole, Probation, Courts, CalWORKs staff, other County agencies, other outpatient contractors, and self-referrals.

- i. Contractor shall receive referral via phone, written referral, or walk in.
- ii. Referrals (other than self-referrals) shall be accompanied by written documentation.

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

EXHIBIT A-1  
Statement of Work --  
Santa Maria Center for Change

**6. ADMISSION PROCESS.**

- A. Contractor shall interview client to determine client's appropriateness for the Program.
- B. Admission criteria will be determined by the referral source and/or eligibility for payor source.
- C. Contractor shall admit clients referred by sources described in Section 5.A unless the client meets one or more conditions specified in Section 7, or if space is not available in the Program.
- D. **Admission Packet.** At Contractor's intake meeting with client, Contractor shall complete an admission packet with the following information:
  - i. Consent to Treatment form, Program rules and guidelines, signed by client;
  - ii. Release of information form, signed by client;
  - iii. Financial assessment and contract for fees;
  - iv. Personal/ demographic information of client, as described in State of California Standards for Drug Treatment Programs, including:
    - 1. Social, economic and family background;
    - 2. Education;
    - 3. Vocational achievements;
    - 4. Criminal history, legal status;
    - 5. Medical history;
    - 6. Drug history;
    - 7. Previous treatment.
  - v. Emergency contact information for client;
- E. Contractor shall notify referral source if client is not accepted into the Program, based on Section 7, within one business day of receiving the initial referral.
- F. 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.
- G. Should space not be available in the Program, Contractor shall place client on a waiting list, and refer client to interim services.

EXHIBIT A-1  
Statement of Work --  
Santa Maria Center for Change

7. **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.

8. **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 MIS system no later than seven (7) days after client entry into Program. Contractor shall complete an annual update of the CalOMS treatment data on the anniversary of client's admission to the Program (for clients in the same treatment service for one year or more), and when the client is discharged from the treatment service.

B. No later than thirty (30) days after client entry into Program, Contractor shall complete:

- i. Addiction Severity Index (ASI). Contractor shall administer and score ASI. Results of the ASI shall be utilized for treatment and discharge planning. For SATC and SACPA funded clients, Contractor shall report the results of the ASI and recommendations to the court;
- ii. Treatment Plan. The Treatment Plan must include a statement of the problems to be addressed, the goals to be achieved for each problem, the action steps to be taken, and the target dates that these goals are to be achieved. The Plan shall describe the services to be provided (type and frequency of counseling), the diagnosis (DSM IV) 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.

9. **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:

- i. Recommendations for post-discharge;
- ii. Linkages to other services, if appropriate;
- iii. Reason for discharge;
- iv. Clinical discharge summary.

EXHIBIT A-1  
Statement of Work --  
Santa Maria Center for Change

- 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.

EXHIBIT A-2  
Statement of Work -  
Recovery Oriented System of Care (ROSC)

1. **PROGRAM SUMMARY.** Recovery-Oriented Systems of Care (ROSC) (hereafter “the Program”) support person-centered and self-directed approaches to care that build on the personal responsibility, strengths, and resilience of individuals, families, and communities to achieve sustained health, wellness, and recovery from alcohol and drug problems<sup>1</sup>. The establishment of peer supported self-help groups is fundamental to a ROSC. These ROSC groups are usually alternatives or additions to the current menu of 12-Step meetings that have been established throughout the community. Contractor will establish one or more of the following groups: SMART Recovery®, Double Trouble and/or Psycho-educational drug abuse intervention groups. The Program will be located at 201 South Miller Street Suite 101-102, Santa Maria, 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.
  
3. **DEFINITIONS.**
  - A. **Self-Management and Recovery Training (SMART) Recovery®:** SMART is a self-help program for AOD abuse issues that was established to provide an alternative to Alcoholics Anonymous, Narcotics Anonymous and other faith-based 12-Step programs. SMART is a Cognitive Behavioral Therapy (CBT) model that is offered in a small group format, supported through peer-driven meetings where participants have the opportunity to learn and refine these skills from those who have mastered them in their own recovery. SMART focuses on recognizing and changing distorted thought patterns in order to change emotions and behaviors. SMART provides an important alternative for non-believers and those alienated from 12-Step programs to participate meaningfully in recovery groups. Its focus on CBT also aligns with the Matrix treatment strategy.
  
  - B. **Double Trouble in Recovery (DTR):** DTR is designed to meet the needs of clients with co-occurring disorders. Traditional 12-Step groups are single-focus groups based on the "one-disease - one-recovery" model. This specialization is largely what bonds members together. However, traditional 12-Step models may not provide adequate assistance to individuals with co-occurring disorders. DTR fills a gap by customizing the 12-Steps for clients with co-occurring disorders to address their individual needs, including medication management issues.

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<sup>1</sup> Substance Abuse and Mental Health Services Administration (SAMHSA) “Working Definition of Recovery” available at [http://pfr.samhsa.gov/docs/ROSCs\\_principles\\_elements\\_handout.pdf](http://pfr.samhsa.gov/docs/ROSCs_principles_elements_handout.pdf)

EXHIBIT A-2  
Statement of Work -  
Recovery Oriented System of Care (ROSC)

C. **Psycho-educational drug abuse intervention groups:** Psycho-educational drug abuse intervention groups are didactic or lecture and discussion groups covering established Matrix Model Early Recovery and Relapse Prevention topics. Topics will focus on the process of recovery, including post acute withdrawal syndrome (PAWS), relapse prevention planning and skills building.

4. **SERVICES.**

A. Contractor will hold two (2) of any combination of the groups listed in Section 3 per week.

i. Contractor will offer two (2) groups during evening and/or weekend hours.

ii. Groups will be sixty (60) to ninety (90) minutes in length each.

iii. SMART Recovery groups shall have a maximum of twelve (12) participants. Other groups may be as large as the location allows.

B. Contractor will select group models from those listed in Section 3 that are best suited for their clients' needs.

C. Contractor will follow the curriculum and guidelines established by SMART<sup>2</sup> and DTR<sup>3</sup>, as applicable.

D. Contractor will provide staff to facilitate groups until clients / peers can facilitate groups on their own following the curriculum and guidelines established by the organizations listed in Section 3, as applicable, and the requirements of this Exhibit A-2.

5. **ADDITIONAL PROGRAM REQUIREMENTS.**

A. Contractor will maintain an attendance roster of all clients affiliated with any ADMHS system of care.

B. Contractor shall enter client data, including admission, discharge, and California Outcomes Measurement System data, into the County MIS system for the following clients: SACPA clients who successfully complete the SACPA program; and are not admitted to another formal program. It is anticipated that clients who do not successfully complete the SACPA program while participating in a ROSC group will be enrolled in an Outpatient Drug Free treatment program, therefore the Contractor shall not be required to enter the client into the MIS System under the ROSC program.

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<sup>2</sup> Available at <http://www.smartrecovery.org/>

<sup>3</sup> Available at <http://www.doubletroubleinrecovery.org>



## EXHIBIT B

### FINANCIAL PROVISIONS

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

This Agreement provides for reimbursement for Alcohol and Drug Program services up to a Maximum Contract Amount. For all services provided under this Agreement, Contractor will comply with all requirements necessary for reimbursement in accordance with the regulations applicable to the funding sources identified in the Exhibit B-1, and other applicable Federal, State and local laws, 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 based on satisfactory performance of the Alcohol and Drug Program services described in Exhibit A.
- B. Drug Medi-Cal Services. The services provided by Contractor's Program described in Exhibit A that are covered by the Drug Medi-Cal Program will be reimbursed by County from Federal Financial Participation (FFP) funds and State and local funds as specified in Exhibit B-1. Except where a share of cost, as defined in Title 22, California Code of Regulations 50090 and 50651 et. seq. is applicable, pursuant to Title 9 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. 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. The gross amount payable on the approved monthly invoice shall be automatically reduced by the agreed upon County Administrative Support Cost as specified in Exhibit B-1.
- C. Non-Drug Medi-Cal Services. County recognizes that some of the services provided by Contractor's Program, described in Exhibit A, 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. 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 to this Agreement. Expenses shall comply with the requirements established in OMB A-87, "Cost Principles for State, Local, and Indian Tribal Governments," and applicable regulations. Violation of this provision or use of County funds for purposes other than those described in Exhibit A shall constitute a material breach of this Agreement.

## EXHIBIT B

### II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount has been calculated based on the total UOS to be provided pursuant to this Agreement as set forth in Exhibit B-1 and shall not exceed **\$284900**. The Maximum Contract Amount shall consist of County, State, and/or Federal funds as shown in Exhibit B-1. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

### III. OPERATING BUDGET AND PROVISIONAL RATE

- A. Operating Budget. Prior to the Effective Date of this Agreement, Contractor shall provide County with an Operating Budget on a format acceptable to, or provided by County, attached to this Agreement as Exhibit B-2.
- B. Provisional Rate. County agrees to reimburse Contractor at a Provisional Rate (the "Provisional Rate") during the term of this Agreement. The Provisional Rate shall be established as follows:
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. All Rehabilitative Ambulatory Intensive Outpatient (Day Care Rehabilitative), Rehabilitative/Ambulatory Outpatient or Outpatient Drug Free (ODF) - Group, and Rehabilitative/Ambulatory ODF – Individual service codes.
  2. For all other services, the rate or billing increment shall be as reflected in Exhibit B-1.

At any time during the term of this Agreement, Director shall have the option to adjust the Provisional Rate to a rate based on allowable costs less all applicable revenues, 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. 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

## EXHIBIT B

Pre-audit Cost Report Settlement (Section VIII);

- B. Identified and reported to County on the Contractor's monthly invoice, 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 between Programs or funding sources, for the purpose of meeting specific Program needs or for providing continuity of care to its clients. Contractor's application shall include a narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining impact of the reallocation as may be applicable to future years. The Director's, or designee's, decision of whether to allow the reallocation of funds shall be in writing to Contractor prior to implementation by Contractor.

### VI. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS:

- A. Internal Procedures. Contractor shall maintain internal financial controls which adequately ensure proper recording, classification, and allocation of expenses, and billing and collection procedures. Contractor's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts.
- B. Submission of Claims and Invoices:
  - 1. Claims for all Drug Medi-Cal services and all Rehabilitative Ambulatory Intensive Outpatient (Day Care Rehabilitative), 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 10 calendar days after the end of the month in which services are delivered, as specified in Exhibit A, 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 no later than 10 calendar days after the end of the month in which services are delivered, a signed Drug Medi-Cal Claim Submission Certification form for each Drug Medi-Cal submission sent to County for processing in accordance with 42 Code of Federal Regulations (CFR) 455.18.

## EXHIBIT B

2. Invoices for all Non-Drug Medi-Cal services described in Exhibit A 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 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. Maximum Monthly and Year-to-Date Payment Limitations: For Non Drug Medi-Cal services, except grant-funded services, the County's monthly payment(s) to Contractor shall be paid in a manner that ensures variations in service/activity levels from month-to-month are recognized. Contractor will be paid up to one-twelfth (1/12) of the total program contract maximum by funding source per month. Any services offered in excess of the one-twelfth amount will be adjusted quarterly such that the total amount paid per quarter will be equal to the value of one quarter of the total program contract maximum by funding source.

D. Monthly Financial Statements. Within 20 calendar days of the end of the month in which alcohol and other drug services are delivered, Contractor shall submit monthly financial statements reflecting direct and indirect costs and other applicable revenues for Contractor's programs described in Exhibit A. 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.

## EXHIBIT B

F. Withholding of Payment for Unsatisfactory Clinical Work. Director or designee will 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 and all Rehabilitative Ambulatory Intensive Outpatient (Day Care Rehabilitative), Rehabilitative/Ambulatory Outpatient or ODF - Group, and Rehabilitative/Ambulatory ODF – Individual 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 30 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 30 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 Contract. 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 Contract. 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 Contract 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 Contract.

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 forty-five (45) days after the close of the Fiscal Year covered by this Agreement, Contractor shall provide County with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the prior fiscal year. The Annual Cost Report shall be prepared by Contractor in accordance with all applicable Federal, State and County requirements and

## EXHIBIT B

generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by Contractor shall be reported with its annual Cost Report, and shall be used to offset gross cost. Contractor shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to Director or designee upon reasonable notice.

- B. Cost Report to be Used for Settlement. The Cost Report shall be the final financial and statistical report submitted by Contractor to County, and shall serve as the basis for settlement to Contractor, as described in Sections VIII and IX of this Exhibit B. Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.
- C. Withholding Payment. At its sole discretion, County may withhold the final month's payment under this Agreement until such time that Contractor submits its complete Annual Cost Report.
- D. Penalties. In addition, failure of Contractor to submit accurate and complete Annual Cost Report(s) by the ninetieth (90<sup>th</sup>) day after the close of the Fiscal Year or the expiration or termination date of this Agreement shall result in:
1. A Late Penalty of ONE HUNDRED DOLLARS (\$100) for each day that the accurate and complete Annual Cost Report(s) is (are) not submitted. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report. The Late Penalty shall commence on the ninety-first (91<sup>st</sup>) day following either the end of the applicable Fiscal Year or the expiration or termination date of this Agreement. County shall deduct the Late Penalty assessed against Contractor from the final month's payment due under the Agreement.
  2. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred twentieth (120<sup>th</sup>) day following either the end of the applicable Fiscal Year or the expiration or termination date of this Agreement, then all amounts covered by the outstanding Annual Cost Report(s) and paid by County to Contractor in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding shall be repaid by Contractor to County. Further, County shall terminate any current contracts entered into with Contractor for Programs covered by the outstanding Annual Cost Reports.
- E. Audited Financial Reports: Each year of the Contract, 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

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

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

- A. Pre-audit Cost Report Settlement. Based on the Annual Cost Report(s) submitted pursuant to this Exhibit B Section VII (Cost Reports) and approved UOS, at the end of each Fiscal Year or portion thereof 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 also be adjusted to the lower of:

1. Contractor's published charge(s) to the general public, as approved by the Contractor's governing board.
2. The Contractor's actual costs;
3. The State's Schedule of Maximum Allowances for all Drug Medi-Cal services and for all Rehabilitative Ambulatory Intensive Outpatient (Day Care Rehabilitative), Rehabilitative/Ambulatory Outpatient or ODF - Group, and Rehabilitative/Ambulatory ODF – Individual service codes, except grant-funded services;
4. The Maximum Contract Amount of this Agreement.

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

- A. Audit by Responsible Auditing Party. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and federal law, authorized representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit of Contractor regarding the Alcohol and Drug Program services/activities provided hereunder.

## EXHIBIT B

- B. Settlement. Contractor shall be responsible for any disallowance taken by the Responsible Auditing Party, as a result of any audit exception that is related to the Contractor's responsibilities herein. In the case of a State Drug Medi-Cal audit the State and County will perform a post-audit Drug Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County.
- C. Invoice for Amounts Due. County shall issue an invoice to Contractor for any amount due County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice.
- D. Appeal. Contractor may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.



# EXHIBIT B-1

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

**CONTRACTOR NAME:** Mental Health Systems **Fiscal Year** 2012-13

	PROGRAM				
	Unit	Santa Maria Center for Change	Santa Maria Center for Change ROSC		Total
DESCRIPTION/MODE/SERVICE FUNCTION:	NUMBER OF UNITS PROJECTED (based on history):				
33-ODF Group	session	7653		-	7,653
34-ODF Individual	session	886		-	886
18-Recovery Oriented System of Care (ROSC)	cost reimbursed		\$ 8,600		\$ 8,600
COST PER UNIT/PROVISIONAL RATE:					
33-ODF Group		\$30.28			
34-ODF Individual		\$71.25			
18-Recovery Oriented System of Care (ROSC)			As Budgeted		
<b>GROSS COST:</b>		<b>\$ 326,300</b>	<b>\$ 8,600</b>		<b>\$ 334,900</b>
LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)					
CLIENT FEES		\$ 50,000			\$ 50,000
CLIENT INSURANCE					\$ -
CONTRIBUTIONS/GRANTS (includes unsecured)					\$ -
FOUNDATIONS/TRUSTS					\$ -
SPECIAL EVENTS					\$ -
OTHER (LIST): OTHER GOVERNMENT					\$ -
OTHER (LIST): INVESTMENT INCOME					\$ -
<b>TOTAL CONTRACTOR REVENUES</b>		<b>\$ 50,000</b>		<b>\$ -</b>	<b>\$ 50,000</b>
<b>MAXIMUM (NET) CONTRACT AMOUNT:</b>		<b>\$ 276,300</b>	<b>\$ 8,600</b>	<b>\$ -</b>	<b>\$ 284,900</b>
DM/C Administrative Fee (15%) *		\$ 18,529			
DM/C Gross Claim Maximum		\$ 123,529			

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT					
Medi-Cal Treatment Services (6241)		\$ 105,000			\$ 105,000
Medi-Cal Perinatal Services (6242)					\$ -
SACPA Treatment Services (6240)		\$ 64,300			\$ 64,300
ADP Treatment Services - SAPT (6243)					\$ -
Recovery Oriented System of Care (ROSC) (6243)			\$ 8,600		\$ 8,600
Perinatal non-Drug Medi-Cal (6244)					\$ -
Drug Court Services (6246)		\$ 107,000			\$ 107,000
CalWORKS (6249)					\$ -
Youth Services (6250)					\$ -
Prevention Services (6351)					\$ -
<b>TOTAL (SOURCES OF FUNDING)</b>		<b>\$ 276,300</b>	<b>\$ 8,600</b>	<b>\$ -</b>	<b>\$ 284,900</b>

CONTRACTOR SIGNATURE: \_\_\_\_\_

STAFF ANALYST SIGNATURE: \_\_\_\_\_

FISCAL SERVICES SIGNATURE: \_\_\_\_\_

\*The 15% Administrative Fee is deducted from the Drug Medi-Cal portion of the DM/C Gross Claim Maximum. Maximum (Net) Contract Amount is Less Administrative Fee of 15% (Drug Medi-Cal only)

## EXHIBIT B-2

AGENCY NAME: Mental Health Systems, Inc.

COUNTY FISCAL YEAR: FY 2012-2013 July 1, 2012 to June 30, 2013

**Gray Shaded cells contain formulas, do not overwrite**

LINE #	COLUMN #	1	2	3	4	5	6
		I. REVENUE SOURCES:	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Santa Maria Center for Change (E01-001)	Santa Maria ROSC (E01-004)	Enter PROGRAM NAME (Fac/Prog)
1		Contributions		\$ -			
2		Foundations/Events		\$ -			
3		Special Events		\$ -			
4		Legacies/Bequests		\$ -			
5		Associated Organizations		\$ -			
6		Membership Dues		\$ -			
7		Sales of Materials		\$ -			
8		Investment Income		\$ -			
9		Miscellaneous Revenue		\$ -			
10		ADMHS Funding: DMC (6241)		\$ 105,000	\$ 105,000		
11		ADMHS Funding: SACPA (6240)		\$ 64,300	\$ 64,300		
12		ADMHS Funding: DRUG COURT (6246)		\$ 107,000	\$ 107,000		
13		ADMHS Funding: ROSC (6243)		\$ 8,600	\$ -	\$ 8,600	
14		Other: (Various Sources)	\$ 80,000,000	\$ -			
15		Other: (Specify)		\$ -			
16		Other: (Specify)		\$ -			
17		Other: (Specify)		\$ -			
18		Total Other Revenue (Sum of lines 1 through 17)	\$ 80,000,000	\$ 284,900	\$ 276,300	\$ 8,600	\$ -
I.B. Client and Third Party Revenues:							
19		Medicare		-			
20		Client Fees		50,000	\$ 50,000		
21		Insurance		-			
22		SSI		-			
23		Other Patient Insurance		-			
24		Medicare		-			
25		Total Client and Third Party Revenues (Sum of lines 19 through 24)	-	50,000	50,000	-	-
26		GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 25)	80,000,000	334,900	326,300	8,600	-

## EXHIBIT B-2

	III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Santa Maria Center for Change (E01-001)	Santa Maria ROSC (E01-004)	Enter PROGRAM NAME (Fac/Prog)
<b>III. A. Salaries and Benefits Object Level</b>						
27	Salaries (Complete Staffing Schedule)	30,503,000	\$ 140,949	\$ 138,079	\$ 2,870	
28	Employee Benefits	7,376,000	\$ 39,466	\$ 38,662	\$ 804	
29	Consultants	3,673,000	\$ 12,000	\$ 12,000	\$ -	
30	Payroll Taxes (Insurance - WC/UI/Life)	2,371,000	\$ 9,091	\$ 8,906	\$ 185	
31	Personnel Costs Total (Sum of lines 27 through 30)	\$43,923,000	\$ 201,506	\$ 197,647	\$ 3,859	\$ -
<b>III. B. Services and Supplies Object Level</b>						
32	Professional Fees	34,000	\$ 650	\$ 450	\$ 200	
33	Supplies	2,089,000	\$ 6,302	\$ 6,152	\$ 150	
34	Telephone	907,000	\$ 4,350	\$ 3,600	\$ 750	
35	Postage & Shipping (Included in Supplies)	61,000	\$ 850	\$ 800	\$ 50	
36	Occupancy (Facility Lease/Rent/Costs)	6,835,000	\$ 29,463	\$ 28,607	\$ 856	
37	Rental/Maintenance Equipment	915,000	\$ 6,831	\$ 6,300	\$ 531	
38	Printing/Publications	115,000	\$ 1,000	\$ 1,000	\$ -	
39	Transportation	1,228,000	\$ 11,503	\$ 10,503	\$ 1,000	
40	Conferences, Meetings, Etc	286,000	\$ 5,662	\$ 5,662	\$ -	
41	Insurance	553,000	\$ 2,177	\$ 2,121	\$ 56	
42	Other Business Services	21,262,000	\$ 1,847	\$ 1,722	\$ 125	
43	Equipment - Under \$	477,000	\$ 6,925	\$ 6,925	\$ -	
44	Licenses/Taxes	181,000	\$ 4,000	\$ 4,000	\$ -	
45	Urinalysis/Lab Fees	1,134,000	\$ 12,000	\$ 12,000	\$ -	
46			\$ -			
47			\$ -			
48	Services and Supplies Subtotal	\$ 36,077,000	\$ 93,560	\$ 89,842	\$ 3,718	\$ -
49	III. C. Client Expense Object Level Total		\$ -			
50	<b>SUBTOTAL DIRECT COSTS</b>	<b>\$80,000,000</b>	<b>\$ 295,066</b>	<b>\$287,489</b>	<b>\$7,577</b>	<b>\$0</b>
<b>IV. INDIRECT COSTS</b>						
51	Administrative Indirect Costs (limited to 15%)		\$ 39,834	\$ 38,811	\$ 1,023	
52	<b>GROSS DIRECT AND INDIRECT COSTS (Sum of lines 50 + 51)</b>	<b>\$ 80,000,000</b>	<b>\$ 334,900</b>	<b>\$ 326,300</b>	<b>\$ 8,600</b>	<b>\$ -</b>

# EXHIBIT B-3

## EXHIBIT B-3

### COUNTY OF SANTA BARBARA ALCOHOL & DRUG PROGRAM FEE SCHEDULE FY 2012-13

#### ANNUAL GROSS FAMILY INCOME

##### NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	11,170	15,130	19,090	23,050	27,010	30,970	34,930	38,890
10	15,130	19,090	23,050	27,010	30,970	34,930	38,890	42,850
15	19,090	23,050	27,010	30,970	34,930	38,890	42,850	46,810
20	23,050	27,010	30,970	34,930	38,890	42,850	46,810	50,770
25	27,010	30,970	34,930	38,890	42,850	46,810	50,770	54,730
30	30,970	34,930	38,890	42,850	46,810	50,770	54,730	58,690
35	34,930	38,890	42,850	46,810	50,770	54,730	58,690	62,650
40	38,890	42,850	46,810	50,770	54,730	58,690	62,650	66,610
45	42,850	46,810	50,770	54,730	58,690	62,650	66,610	70,570
50	46,810	50,770	54,730	58,690	62,650	66,610	70,570	74,530
55	50,770	54,730	58,690	62,650	66,610	70,570	74,530	78,490
60	54,730	58,690	62,650	66,610	70,570	74,530	78,490	82,450
65	58,690	62,650	66,610	70,570	74,530	78,490	82,450	86,410
70	62,650	66,610	70,570	74,530	78,490	82,450	86,410	90,370
75	66,610	70,570	74,530	78,490	82,450	86,410	90,370	94,330
80	70,570	74,530	78,490	82,450	86,410	90,370	94,330	98,290
85	74,530	78,490	82,450	86,410	90,370	94,330	98,290	102,250
90	78,490	82,450	86,410	90,370	94,330	98,290	102,250	106,210

#### MONTHLY GROSS FAMILY INCOME

##### NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	931	1,261	1,591	1,921	2,251	2,581	2,911	3,241
10	1,261	1,591	1,921	2,251	2,581	2,911	3,241	3,571
15	1,591	1,921	2,251	2,581	2,911	3,241	3,571	3,901
20	1,921	2,251	2,581	2,911	3,241	3,571	3,901	4,231
25	2,251	2,581	2,911	3,241	3,571	3,901	4,231	4,561
30	2,581	2,911	3,241	3,571	3,901	4,231	4,561	4,891
35	2,911	3,241	3,571	3,901	4,231	4,561	4,891	5,221
40	3,241	3,571	3,901	4,231	4,561	4,891	5,221	5,551
45	3,571	3,901	4,231	4,561	4,891	5,221	5,551	5,881
50	3,901	4,231	4,561	4,891	5,221	5,551	5,881	6,211
55	4,231	4,561	4,891	5,221	5,551	5,881	6,211	6,541
60	4,561	4,891	5,221	5,551	5,881	6,211	6,541	6,871
65	4,891	5,221	5,551	5,881	6,211	6,541	6,871	7,201
70	5,221	5,551	5,881	6,211	6,541	6,871	7,201	7,531
75	5,551	5,881	6,211	6,541	6,871	7,201	7,531	7,861
80	5,881	6,211	6,541	6,871	7,201	7,531	7,861	8,191
85	6,211	6,541	6,871	7,201	7,531	7,861	8,191	8,521
90	6,541	6,871	7,201	7,531	7,861	8,191	8,521	8,851

## EXHIBIT C

### STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

#### 1. INDEMNIFICATION

##### **Indemnification pertaining to other than Professional Services:**

Contractor shall defend, indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to: any act or omission to act on the part of the Contractor or his agents or employees or other independent Contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the County.

Contractor shall notify the County immediately in the event of any accident or injury arising out of or in connection with this Agreement.

##### **Indemnification pertaining to Professional Services:**

Contractor shall indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the Contractor or his agents or employees or other independent Contractors directly responsible to him to the fullest extent allowable by law.

Contractor shall notify the County immediately in the event of any accident or injury arising out of or in connection with this Agreement.

#### 2. INSURANCE

Without limiting the Contractor's indemnification of the County, Contractor shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the County. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place Contractor in default. Upon request by the County, Contractor shall provide a certified copy of any insurance policy to the County within ten (10) working days.

**Workers' Compensation Insurance:** Statutory Workers' Compensation and Employers Liability Insurance shall cover all Contractor's staff while performing any

## EXHIBIT C

work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the County. In the event Contractor is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if Contractor has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and Contractor submits a written statement to the County stating that fact.

**General and Automobile Liability Insurance:** The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of Contractor and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the Contractor in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between County and Contractor. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of Contractor pursuant to Contractor's activities hereunder. Contractor shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. County, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000, per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000, requires approval by the County.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

*"Such insurance as is afforded by this policy shall be primary and if the County has other valid and collectible insurance, that other insurance shall be excess and non-contributory."*

If the policy providing liability coverage is on a 'claims-made' form, the Contractor is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the County shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

**Professional Liability Insurance.** Professional liability insurance shall include coverage for the activities of Contractor's professional staff with a combined single

## EXHIBIT C

limit of not less than \$1,000,000, per occurrence or claim and \$2,000,000, in the aggregate. Said policy or policies shall provide that County shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is on a 'claims-made' form, the Contractor is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

Contractor shall submit to the office of the designated County representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. County shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by County or acceptance of the certificate of insurance by County shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services of operation pursuant to the Agreement, nor shall it be deemed a waiver of County's rights to insurance coverage hereunder.

3. In the event the Contractor is not able to comply with the County's insurance requirements, County may, at their sole discretion and at the Contractor's expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable and based on changed risk of loss or in light of past claims against the County or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of County's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

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

**ALCOHOL AND DRUG PROGRAM**

<b>Universal Treatment Services Outcome Measures</b>		
<b>Program Goal</b>	<b>Outcome</b>	<b>Measure</b>
<p>❖ 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.</p>	<p>✓ Clients receiving services for more than 30 days.            ✓ Clients that stay in treatment a minimum of 90 days.            ✓ Clients that successfully complete treatment.</p>	<p>➤ Number of clients in treatment a minimum of 30 days, and have received at least one service in the past 30 days.            ➤ Number of clients remaining in treatment for a minimum of 90 days.            ➤ Number of clients that successfully complete treatment.</p>
<p>❖ Assist clients to develop the skills necessary to lead healthy and productive lives.</p>	<p>✓ Decreased readmission rates.            ✓ Clients who reported unemployment or not seeking employment at admission will be employed or enrolled in a job training or school at discharge.</p>	<p>➤ Number of readmissions            ➤ Number of clients employed, seeking employment, enrolled in job training or school at discharge.</p>