

## **AGREEMENT**

### **FOR SERVICES OF INDEPENDENT CONTRACTOR**

BC 15-037

**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 Community Health Centers of the Central Coast with an address at 150 Tejas Place, Nipomo, CA (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

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

#### **1. DESIGNATED REPRESENTATIVE**

Medical Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Ronald Castle at phone number 8059293211 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

#### **2. NOTICES**

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

To County:                      Director  
Santa Barbara County  
Alcohol, Drug, and Mental Health Services  
300 N. San Antonio Road  
Santa Barbara, CA 93110  
FAX: 805-681-5262

To Contractor:              Ronald Castle, CEO  
Community Health Centers of the Central Coast  
150 Tejas Place  
Nipomo, CA 93444  
FAX: 8059296446

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

## **AGREEMENT**

### **3. SCOPE OF SERVICES**

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

### **4. TERM**

Contractor shall commence performance on 7/1/2014 and end performance upon completion, but no later than 6/30/2017 unless otherwise directed by County or unless earlier terminated.

### **5. COMPENSATION OF CONTRACTOR**

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

### **6. INDEPENDENT CONTRACTOR**

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

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

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

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

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county

## **AGREEMENT**

government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

### **9. TAXES**

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

### **10. CONFLICT OF INTEREST**

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

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

County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County. Contractor shall be the legal owner and Custodian of Records for all County client files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) §5328; 42 United States Code (U.S.C.) §290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. Contractor further agrees to provide County with copies of all County client file documents resulting from this Agreement without requiring any further written release of information. Within HIPAA guidelines, County shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

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

## **AGREEMENT**

Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

### **12. NO PUBLICITY OR ENDORSEMENT**

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

### **13. COMMUNICATION.**

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

### **14. COUNTY PROPERTY AND INFORMATION**

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

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

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

## **AGREEMENT**

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

### **16. INDEMNIFICATION AND INSURANCE**

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

### **17. NONDISCRIMINATION**

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

### **18. NONEXCLUSIVE AGREEMENT**

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

### **19. NON-ASSIGNMENT**

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

### **20. TERMINATION**

A. **By County.** County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.

1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.

2. **For Nonappropriation of Funds.**

A. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make

## AGREEMENT

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. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
  - C. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.
3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.
- B. **By Contractor.** 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 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.
  - C. Upon termination, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on

## **AGREEMENT**

unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

### **21. SECTION HEADINGS**

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

### **22. SEVERABILITY**

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

### **23. REMEDIES NOT EXCLUSIVE**

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

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

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

### **25. NO WAIVER OF DEFAULT**

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

### **26. ENTIRE AGREEMENT AND AMENDMENT**

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

## **AGREEMENT**

Designated Representative or Contractor's address for purposes of Notice) may be approved by the director of Alcohol, Drug & Mental Health Services. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

### **27. SUCCESSORS AND ASSIGNS**

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

### **28. COMPLIANCE WITH LAW**

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

### **29. CALIFORNIA LAW AND JURISDICTION**

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

### **30. EXECUTION OF COUNTERPARTS**

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

### **31. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

### **32. SURVIVAL**

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

### **33. PRECEDENCE**

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



## **AGREEMENT**

### **34. COMPLIANCE WITH HIPAA**

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

### **35. COURT APPEARANCES.**

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

### **36. PRIOR AGREEMENTS.**

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

## **AGREEMENT**

### **THIS AGREEMENT INCLUDES:**

1. EXHIBIT A – Statement of Work
  - i. EXHIBIT A-1 – Statement of Work – Mental Health Services in the Primary Care Setting
  - ii. EXHIBIT A-2 – Statement of Work – Mental Health Educators
  - iii. ATTACHMENT A – Santa Barbara County Mental Health Plan, Quality Management Standards
  - iv. ATTACHMENT D – Organizational Service Provider Site Certification
  - v. ATTACHMENT E – Program Goals, Outcomes, and Measures
2. EXHIBIT B – Financial Provisions
  - i. EXHIBIT B-1 – Schedule of Rates and Agreement Maximum
  - ii. EXHIBIT B-2 – Contractor Budget
3. EXHIBIT C – Standard Indemnification and Insurance Provisions

## AGREEMENT

Agreement for Services of Independent Contractor between the County of Santa Barbara and Community Health Centers of the Central Coast.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective 7/1/14.  
COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
STEVE LAVAGNINO, CHAIR  
BOARD OF SUPERVISORS  
Date: \_\_\_\_\_

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

CONTRACTOR  
COMMUNITY HEALTH CENTERS OF THE  
CENTRAL COAST

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

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

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

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

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

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

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

APPROVED AS TO INSURANCE FORM:  
RAY AROMATORIO  
RISK MANAGER

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

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

## EXHIBIT A STATEMENT OF WORK

This Exhibit A includes the following attachments:

1. EXHIBIT A – Statement of Work
  1. EXHIBIT A-1 – Statement of Work – Mental Health in the Primary Care Setting
  2. EXHIBIT A-2 – Statement of Work – Mental Health Educators
  3. ATTACHMENT A – Santa Barbara County Mental Health Plan, Quality Management Standards
  4. ATTACHMENT D – Organizational Service Provider Site Certification
  5. ATTACHMENT E – Program Goals, Outcomes, and Measures

## EXHIBIT A STATEMENT OF WORK

The following terms shall apply to all programs operated under this Agreement, included as Exhibits A-1 through A-2, as though separately set forth in the scope of work specific to each Program.

### 1. **STAFF.**

#### A. **TRAINING.**

1. Staff shall be trained and skilled at working with persons with Serious Mental Illness (SMI), and shall adhere to professionally recognized best practices for rehabilitation assessment, service planning, and service delivery.
2. Within 30 days of the date of hire, Contractor shall provide training relevant to working with high risk mental health clients, as applicable.

B. Contractor shall notify County of any staffing changes as part of the monthly Staffing Report. Contractor shall notify the designated County Liaison and County Quality Assurance Division within one business day when staff is terminated from working on this Agreement.

C. At any time prior to or during the term of this Agreement, the County may require that Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

D. County may request that Contractor's staff be immediately removed from working on the County Agreement for good cause during the term of the Agreement.

E. County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County, or whose conduct is incompatible with County facility access.

F. Disqualification, if any, of Contractor staff, pursuant to this Section, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

### 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 Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their

## EXHIBIT A STATEMENT OF WORK

performance hereunder. A copy of such documentation shall be provided, in duplicate, to ADMHS Administration Division, upon request.

- B. Contractor shall ensure that all staff providing services under this Agreement retain active licensure. In the event the license status of any Contractor staff cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement.
- C. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall keep fully informed and in compliance with all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities.

### 3. REPORTS.

- A. **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, and shall include the employees' names, licensure status, bilingual capabilities, budgeted monthly salary, actual salary, and hire and/or termination date. The reports shall be received by County no later than 25 calendar days following the end of the month being reported.
- B. **PROGRAMMATIC.** Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than 25 calendar days following the end of the quarter being reported. Contractor shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps will be taken to achieve satisfactory progress. Contractor shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes. Programmatic reports shall include:
  - a. The number of active cases and number of clients admitted/ discharged,
  - b. The Measures described in Attachment E, Program Goals, Outcomes and Measures, as applicable.
  - c. In addition, Contractors receiving MHSA funding shall track and report the following to County in Contractor's Quarterly Programmatic Report per MHSA requirements:

## EXHIBIT A STATEMENT OF WORK

- i. Client age;
- ii. Client zip code;
- iii. Number of types of services, groups, or other services provided;
- iv. Number of clients served in which language (English/Spanish/Other);
- v. Number of groups offered in which language (English/Spanish/Other).

C. **ADDITIONAL REPORTS.** Contractor shall maintain records and make statistical reports as required by County and the State Department of Health Care Services or applicable agency, on forms provided by either agency. Upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.

4. **PERFORMANCE.** Contractor shall adhere to ADMHS requirements, the Mental Health Plan, and all relevant provisions of the California Code of Regulations Title 9, Division 1.

### 5. **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.

6. **CONFIDENTIALITY.** Contractor agrees to maintain the confidentiality of patient records pursuant to 45 CFR §205.50 (requires authorization from patient, patient representative, or a judge signed court order if patient authorization unavailable, prior to any release of information related to patient's medical data including psychiatric treatment records) and Section 11 of this Agreement. Patient records must comply with all appropriate State and Federal requirements.

### 7. **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, 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, or provide individuals who are able to communicate in the client preferred language;

**EXHIBIT A**  
**STATEMENT OF WORK**

- C. Contractor shall maintain Spanish bilingual capacity with the goal of filling 40% of direct service positions with bilingual staff in County's second threshold language, Spanish. Contractor shall provide staff with regular training on cultural competency, sensitivity and the cultures within the community, pursuant to Attachment A;
- D. Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served.

**8. NOTIFICATION REQUIREMENTS.**

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

**9. PERIODIC REVIEW.** County shall assign senior management staff as Agreement monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, fiscal and overall performance activity.

**10. POLICIES AND PROCEDURES.** Contractor shall maintain written policies and procedures to set expectations for Contractor staff and establish consistency of effort and shall provide a copy to County upon request. The written policies and procedures should be consistent with all applicable State, Federal and County requirements and should cover the following as applicable to Contractor's scope of practice:

- A. Informed consent for treatment, including medication.
- B. Client rights, including right to treatment with respect and dignity, under the least restrictive conditions, delivered promptly and adequately.
- C. Process for client filings of grievances and complaints.



## EXHIBIT A STATEMENT OF WORK

- D. Admission and discharge (e.g. admission criteria and process; discharge criteria, process and documentation).
- E. Personnel (e.g. required staff, staffing ratios, qualifications, orientation and training).
- F. Hours of operation and coverage, service intensity, staff communication and planning emphasizing a team approach, and staff supervision.
- G. Assessment and treatment processes and documentation (e.g. comprehensive assessment, Client Service Planning, progress notes).
- H. Treatment, rehabilitation and support services.
- I. Client medical record maintenance.
- J. Program evaluation and performance (quality assurance).
- K. Procedures for compliance with applicable State and Federal laws, including all Equal Employment Opportunity (EEO)/Affirmative Action (AA) requirements. Contractors must comply with the Americans with Disabilities Act.

### **11. ADDITIONAL PROGRAM REQUIREMENTS FOR MHSA-FUNDED PROGRAMS.**

- A. Contractor shall adhere to the following principals:
  - 1. Cultural Competence. Adopting behaviors, attitudes and policies that enable providers to work effectively in cross-cultural situations.
  - 2. Client and Family Driven System of Care. Clients and families of clients identify needs and preferences that result in the most effective services and support.
  - 3. Community Collaboration. Individuals, families, agencies, and businesses work together for a shared vision.
  - 4. Integrated Service Experiences. Services for clients and families are “seamless,” limiting the need for negotiating with multiple agencies and funding sources.
  - 5. Focus on Wellness. Includes recovery and resilience: people diagnosed with a mental illness are able to live, work, learn and participate fully in their communities.
- B. Materials provided to the public must be printed in English and Spanish (second threshold language).
- C. Services and programs offered in English must also be made available in Spanish.

EXHIBIT A-1  
STATEMENT OF WORK  
Mental Health Services in Primary Care Setting

1. **PROGRAM SUMMARY.** Contractor shall operate a Program that provides mental health prevention and intervention services in a primary care setting to children (under 16), Transition-Age Youth (aged 16-25), adults (aged 21-65) and older adults (over age 65) who are at risk of developing serious mental health conditions. The Program headquarters shall be located at 150 Tejas Place, Nipomo, California, and the Program shall provide services at four clinic sites: Santa Maria, Santa Maria II, Guadalupe, and Lompoc.
2. **PROGRAM GOALS.**
  - A. Reduce stigma associated with mental illness.
  - B. Identify and assess patients for emerging mental health issues.
  - C. Provide mental health case management, treatment and linkages for persons at risk of developing serious mental health conditions.
  - D. Provide IMPACT model depression screening and follow-up at all clinic sites.
3. **SERVICES.** Contractor shall provide the following services to patients served at the four Community Health Centers of the Central Coast sites:
  - A. Contractor shall provide dedicated space at each clinic site for Program staff to provide mental health services;
  - B. Contractor shall ensure that Assessment/Intake Forms are administered to all patients at intake, and capture information that identifies patients who may be experiencing depression, anxiety, trauma or other mental health conditions and/or substance abuse.
  - C. Contractor shall provide training, videos and/or printed materials in Spanish and English at Contractor's four sites including:
    1. Host at least four training events per fiscal year about mental health conditions and issues.
    2. Exhibit at least one video supplied by County in Spanish and English about mental health conditions in the waiting room of each clinic site;
    3. Provide at least four brochures supplied by County in Spanish and English about mental health conditions in the waiting room of each clinic site.
  - D. Contractor shall provide the following mental health services to patients identified with emerging mental health conditions (hereafter "clients") as determined by the Assessment/Intake Evaluation:
    1. **Assessment.** Assessment is designed to evaluate the current status of a client's mental, emotional or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the client's clinical history; analysis of relevant cultural issues and history; diagnosis; and use of testing procedures, as defined in Title 9 California Code of Regulations (CCR) Section 1810.204.

EXHIBIT A-1  
STATEMENT OF WORK  
Mental Health Services in Primary Care Setting

2. **Collateral.** Collateral services are delivered to a client's significant support person(s) for the purpose of meeting the needs of the client and achieving the goals of the client's Client Service Plan, as defined in Title 9 CCR Section 1810.206. A significant support person is a person who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians or representatives of a client, a person living in the same household as the client, the client's spouse, and the relatives of the client. Collateral may include, but is not limited to, family counseling with the significant support person(s), consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the client, and consultation and training of the significant support person(s) to assist in better understanding of mental illness. The client need not be present for this service activity. Consultation with other service providers is not considered a Collateral service.
3. **Plan Development.** Plan development consists of developing client plans, approving client plans, and/or monitoring the client's progress, as defined in Title 9 CCR Section 1810.232.
4. **Case Management.** Services that assist a client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure client access to service and the service delivery system; monitoring of the client's progress; placement services; and plan development, as defined in Title 9 CCR Section 1810.249.
5. **Therapy.** Therapy is a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments, as defined in Title 9 CCR Section 1810.250. Therapy may be delivered to an individual or group and may include family therapy at which the client is present.
6. **IMPACT Evidence-Based Depression Care for Older Adults.** Contractor shall implement the evidence-based IMPACT model to provide collaborative care to older adults identified with depression.
  - a. Contractor shall assign a direct service staff member to serve as a care manager for each older adult identified with depression. The depression care manager shall:
    - (i) Educate the client about depression;
    - (ii) Support antidepressant therapy prescribed by the client's primary care provider if appropriate;
    - (iii) Coach clients in behavioral activation and pleasant events scheduling;
    - (iv) Offer clients a brief (six-to-eight session) course of counseling, such as Problem-Solving Treatment in Primary Care;

EXHIBIT A-1  
STATEMENT OF WORK  
Mental Health Services in Primary Care Setting

- (v) Monitor depression symptoms for treatment response for each client;
- (vi) Complete a relapse prevention plan for each client.
- b. The care manager, the primary care physician and psychiatrist will work together to develop an individualized Client Service Plan for each client.
- c. Treatment shall be based on stepped care as described in the IMPACT model (<http://impact-uw.org/> )
- d. The care manager shall measure depressive symptoms at the start of a client's treatment and regularly thereafter using the PHQ-9 measurement tool.

**4. TREATMENT LOCATION/HOURS OF OPERATION**

- A. **Treatment Location.** Services shall be provided at Contractor's four clinic sites described in Section 1 (Program Summary).
- B. **Hours of Operation.** The Services described in Section 3 shall have the same hours of operation as the Contractor's regular business hours.

**5. CLIENTS/PROGRAM CAPACITY.**

- A. Contractor shall provide the services described in Section 3.C (Training and Education) to at least 2,250 patients during each Fiscal Year of this Agreement. Contractor shall provide the services described in Section 3.D (Mental Health Services) to approximately 340 clients experiencing emerging serious mental health conditions during the Fiscal Year, including those within the following priority populations:
  - A. Transition-age youth, adults and older adults in crisis without a diagnosis;
  - B. Transition-age youth, adults and older adults with risk factors for developing mental illness and/or co-occurring substance abuse issues;
  - C. Transition-age youth involved with DSS - Child Welfare Services;
  - D. Transition-age youth and adults involved with the criminal justice system;
  - E. Victims of trauma, including domestic violence.
- B. Services may also be provided to patients' family members.

**6. STAFFING REQUIREMENTS.**

- A. Contractor shall enhance its mental health team by providing at least 1.0 FTE Licensed Clinical Social Worker (LCSW), 0.5 FTE Psychiatrist, 0.5 FTE Receptionist/ Case Manager, 0.3 FTE Behavioral Health Director, and 0.5 FTE Primary Care Physician to provide psychiatric medication management, unless otherwise agreed to by ADMHS in writing.

**EXHIBIT A-1**  
**STATEMENT OF WORK**  
**Mental Health Services in Primary Care Setting**

- B. Training. Contractor shall ensure that staff responsible for implementing the IMPACT model complete the 13-module online training available at: <http://impact-uw.org/training/>.
- C. Contractor shall conduct a check of all clinical and support staff against CMS Exclusions List and staff found to be on this list shall not provide services under this Agreement. County shall review Contractor's staff and only staff approved by County shall provide services under this Agreement.

**7. DOCUMENTATION REQUIREMENTS.**

- A. Client Service Plan. Contractor shall complete a Client Service Plan for each client receiving Program services within thirty (30) days of enrollment into the Program. The Client Service Plan shall provide overall direction for the collaborative work of the client, and primary care and mental health staff. The Client Service Plan shall include:
  - 1. Client's recovery goals or recovery vision, which guides the service delivery process;
  - 2. Objectives describing the skills and behaviors that the client will be able to learn as a result of the Program's behavioral interventions;
  - 3. Interventions planned to help the client reach their goals.
- B. Progress Notes.
  - 1. Contractor shall complete progress notes for each client contact for clients served by the Program, which will include, at minimum:
    - a. The exact total number of minutes of service provided which shall be calculated by using the exact start and stop time;
    - b. The goal from the rehabilitation plan that was addressed in the encounter;
    - c. The intervention that was provided by the staff member;
    - d. The response to that intervention by the client;
    - e. The plan for the next encounter with the client, and other significant observations.
  - 2. County shall host training sessions regarding documentation requirements under Medi-Cal, Early Periodic Screening, Diagnosis, and Treatment (EPSDT) and other related State, Federal and local regulations twice yearly. Contractor shall ensure that each staff member providing clinical services under this Agreement attends one training session each year.

**8. UTILIZATION REVIEW.**

- A. Contractor agrees to abide by County Quality Management standards and cooperate with the County's utilization review process which ensures medical necessity, appropriateness and quality of care. This review may include clinical record peer review, Client survey, and other utilization review program monitoring practices. Contractor will

EXHIBIT A-1  
STATEMENT OF WORK  
Mental Health Services in Primary Care Setting

cooperate with these programs, and will furnish necessary assessment and Client Service Plan information, subject to Federal or State confidentiality laws, and provisions of this agreement.

- B. Contractor shall identify a senior staff member who will be the designated ADMHS Quality Assurance (QA) contact and will participate in monthly or quarterly provider QA meetings, to review current and coming quality of care issues.

EXHIBIT A-2  
STATEMENT OF WORK  
Mental Health Educators

1. **PROGRAM SUMMARY.** Contractor shall provide Community Mental Health Education (hereafter “the Program”) to individuals in unserved or underserved communities (hereafter “target population”) defined in Section 5. The Program provides mental health education and support to community members, delivered in the community, and Program staff are generally from the community they serve. They can help address multiple barriers to accessing services, such as those related to transportation, availability, culture, language, stigma, and mistrust. The Program will include outreach and education, community engagement, information dissemination and linkage to mental health resources. The Program will apply a wellness and recovery approach and include activities specifically designed for the target population’s culture and/or native language. The Program will serve the Santa Maria, Guadalupe, and Lompoc areas, and will be headquartered at 150 Tejas Place, Nipomo, California.
2. **PROGRAM GOALS.**
  - A. Educate unserved/underserved communities about mental health conditions specific to that community and in the appropriate language, as applicable.
  - B. Reduce disparities in availability of mental health support for unserved/underserved communities.
  - C. Prevent the onset of serious mental illness and/or provide early intervention services for individuals who may experience an emerging mental health condition.
  - D. Serve as liaisons to settings where mental health services are not traditionally located such as community health clinics, educational institutions, or other community settings.
  - E. Empower individuals, family members, and community members to identify and enhance culturally specific wellness practices.
3. **SERVICES.** Contractor shall provide training and education regarding mental health conditions to community members and community leaders within the target population described in Section 5, and within the context of their identified communities, as follows:
  - A. Outreach and Education. Contractor shall conduct outreach and education activities including educational workshops, discussion groups and support groups that address individual and family member mental health as well as various wellness topics. Contractor will emphasize providing outreach and education to hard-to-reach segments of the community.
  - B. Community Engagement & Information. Contractor shall provide culturally appropriate training sessions for community members, community leaders and to service providers that focus on the identification of early signs of mental illness and how to link the individual or family member to local mental health or other appropriate resources.

EXHIBIT A-2  
STATEMENT OF WORK  
Mental Health Educators

- C. Mental Health Linkage and Referral to Services. Contractor shall provide culturally and linguistically sensitive linkage and referral to services.
  - D. Cultural Wellness Practices. Cultural Wellness Practices will be incorporated into outreach and education as well as consultation and early intervention activities. Wellness activities shall be culture-specific and offered in the identified communities through healing and wellness sessions. Community Mental Health Educators will provide brief interventions, referrals to local resources and culturally appropriate services. Contractor shall provide activities that enhance resiliency and protective factors in individuals at risk for serious mental illness or those who have been exposed to trauma.
  - E. Contractor shall work collaboratively with local leaders to obtain information on community needs and concerns. The leaders may include public health workers, childcare staff, teachers, representatives of faith-based/spiritual communities and support group facilitators from the target population.
  - F. Contractor shall provide written and oral communication in the target population's identified language, as applicable.
  - G. Contractor shall provide educational and informational publications in English and in the target population's identified language, as applicable.
  - H. Contractor shall provide a minimum of four trainings annually to community organizations, church or faith-based organizations, or other community groups.
  - I. Contractor shall provide at least two support groups that address mental health related topics which meet weekly for their target population.
  - J. Contractor shall work with County Alcohol, Drug, and Mental Health Services (ADMHS) to ensure that information about Program and local Mental Health resources is disseminated at several health fairs throughout Santa Barbara County.
4. **SERVICE LOCATION.** Contractor shall provide the services described in Section 3 within the target populations' natural environment, such as in neighborhoods, drop-in centers, community centers, and faith based organizations. Contractor shall identify and provide services in locations which would not traditionally be associated with the provision of mental health support and at locations where the target population accesses other community information and services.
5. **TARGET POPULATION/PROGRAM CAPACITY.**
- A. Contractor shall provide the services described in Section 3 to at least 1,075 unduplicated individuals and at least 120 families annually within the unserved/underserved target population, which consists of Spanish-Speaking; and Mixtec-Speaking individuals, with emphasis on the following groups:



EXHIBIT A-2  
STATEMENT OF WORK  
Mental Health Educators

- a. Individuals in crisis without a prior mental health diagnosis;
  - b. Individuals experiencing an emerging mental health condition;
  - c. Families with children who are school age and/or are at risk of multiple systems involvement;
  - d. Families with children who may have experienced trauma or who are at risk of suicide;
  - e. Older adults experiencing emerging mental health conditions.
- B. Services may be provided to family members and extended family or kinship members.

**6. STAFFING REQUIREMENTS.**

- A. Contractor shall employ 2.0 FTE Community Mental Health Educators (CMHE), and 0.7 FTE Administrator/ Mental Health Educator. The CMHE shall speak the language and be familiar with the culture of the target population, have a relationship with the community they serve, typically have grown up in the same neighborhood and/or share similar life experiences as the target population. Desirable qualifications include expertise working with families and individuals in community settings, experience in health education and health promotion, connection with service providers, strong communication skills, experience in providing training to groups and/or individuals.

**B. Training.**

- 1. Staff providing services under this Agreement shall complete the "Promotora Mental Health Worker Training" sponsored by ADMHS.
- 2. Staff providing services under this Agreement shall participate in all trainings identified by ADMHS as necessary to provide quality services to the identified community

## ATTACHMENT A

### SANTA BARBARA COUNTY MENTAL HEALTH PLAN, QUALITY MANAGEMENT STANDARDS

The Santa Barbara County Alcohol, Drug and Mental Health Services Department is Santa Barbara County's Medi-Cal Mental Health Plan (MHP) and has established the following standards for all organizational, individual, and group providers furnishing Specialty Mental Health Services. This Attachment A provides minimum standards for all services provided under this Agreement, unless a stricter standard is provided in any part of Exhibit A to this Agreement.

#### 1. Assessment

- A. Initial Assessment: Each individual anticipated to be served for 60 days or more shall have a comprehensive assessment performed and documented by the 61<sup>st</sup> day of service. To allow time for review and correction, Contractors should complete the assessment by the 45<sup>th</sup> day of service. This assessment shall address areas detailed in the MHP's Agreement with the California Department of Health Care Services. The Assessment must be completed in the format designated by the MHP and must be completed and signed by a Licensed Practitioner of the Healing Arts (LPHA) (i.e. physician, psychologist, Licensed Clinical Social Worker, Licensed Marriage and Family Therapist, or Registered Nurse) and the client and/or guardian.
- B. Assessment Update: A reevaluation/reassessment of key indicators will be performed and documented within the chart on an annual basis with reassessment of required clinical symptoms, impairments and functioning. The time frame for this update is within 60 days prior to the anniversary date of the previous assessment.

#### 2. Plan of Care

- A. Client Service Plan (CSP): The plan of care shall be completed by the Contractor when designated by the MHP. Contractor will coordinate with the MHP Clinic Team to determine responsibility for development of the CSP.
- B. Frequency: The CSP shall be completed by the 61<sup>st</sup> day in all cases in which services will exceed 60 days. At minimum, the CSP must be updated annually, within 60 days prior to the anniversary date of the previous CSP.
- C. Content of CSPs:
  - 1. Specific, observable or quantifiable goals.
  - 2. Proposed type(s) of intervention to address each of the functional impairments identified in the Assessment.
  - 3. Proposed duration of intervention(s).
  - 4. Documentation of the client's participation in and agreement with the plan. This includes client signature on the plan and/or reference to client's participation and agreement in progress notes.
- D. Signature (or electronic equivalent) by a LPHA (the LPHA must be a physician for Medicare clients) and the client. CSPs shall be consistent with the diagnoses and the focus of intervention will be consistent with the CSP goals.
- E. Contractor will offer a copy of the CSP to the client and will document such on the client plan.

## **ATTACHMENT A**

3. Progress Notes and Billing Records. Services must meet the following criteria, as specified in the MHP's Agreement with the California Department of Health Care Services:
  - A. All service entries will include the date services were provided.
  - B. The client record will contain timely documentation of care. Services delivered will be recorded in the client record as expeditiously as possible, but no later than 72 hours after service delivery.
  - C. Contractor will document client encounters, and relevant aspects of client care, including relevant clinical decisions and interventions, in the client record.
  - D. All entries will include the exact number of minutes of service provided and the type of service, the reason for the service, the corresponding client plan goal, the clinical intervention provided, the signature of the person providing the service (or electronic equivalent); the person's professional degree, licensure or job title; and the relevant identification number.
  - E. The record will be legible.
  - F. The client record will document referrals to community resources and other agencies, when appropriate.
  - G. The client record will document follow-up care or, as appropriate, a discharge summary.
  - H. Timeliness/Frequency of Progress Notes
    1. Progress Notes shall be prepared for every Service Contact including:
      - a) Mental Health Services (Assessment, Evaluation, Collateral, Individual/Group/Family Therapy, Individual/Group/Family Rehabilitation);
      - b) Medication Support Services;
      - c) Crisis Intervention;
      - d) Targeted Case Management (billable or non-billable).
    2. Progress Notes shall be prepared daily for clients in the following treatment settings:
      - a) Crisis Residential;
      - b) Crisis Stabilization (1x/23hr);
      - c) Day Treatment Intensive.
    3. Progress Notes shall be prepared weekly for clients in the following treatment settings:
      - a) Day Treatment Intensive for Clinical Summary;
      - b) Day Rehabilitation;
      - c) Adult Residential.
    4. Progress notes shall be prepared at each shift change for Acute Psychiatric Inpatient and other inpatient settings.
4. Additional Requirements
  - A. Contractor shall display Medi-Cal Member Services Brochures in English and Spanish in their offices. In addition, Contractors shall post grievance and appeal process notices in a visible location in their waiting rooms along with copies of English and Spanish

## ATTACHMENT A

grievance and appeal forms with MHP self-addressed envelopes to be used to send grievances or appeals to ADMHS Quality Assurance department.

- B. Contractor shall be knowledgeable of and adhere to MHP policies on Beneficiary Rights as outlined in the Medi-Cal Member Services Brochures.
- C. Contractor shall ensure that direct service staff attend two cultural competency trainings per fiscal year and shall retain evidence of attendance for the purpose of reporting to the Cultural Competency Coordinator.
- D. Contractor staff performing services under this Agreement shall receive formal training on the Medi-Cal documentation process prior to providing any services under this Agreement. Contractor shall ensure that each staff member providing clinical services under this contract receives initial and annual training as specified in the ADMHS Mandatory Trainings Policy and Procedure #31.
- E. Contractor shall establish a process by which Spanish speaking staff who provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing Spanish language.
- F. Contractor shall provide timely access to care and service delivery in the following areas as required by the State MHP standards:
  - 1. Where applicable, 24 hours per day, 7 days per week access to “urgent” services (within 24 hours) and “emergency” services (same day);
  - 2. Access to routine appointments (1st appointment within 10 business days. When not feasible, Contractor shall give the client the option to re-contact the Access team and request another provider who may be able to serve the client within the 10 business day standard).

The MHP Quality Assurance/Utilization Management team of Santa Barbara County shall monitor clinical documentation and timeliness of service delivery.

- G. Contractor shall not create, support or otherwise sanction any policies or procedures that discriminate against Medi-Cal beneficiaries. Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial beneficiaries or, in the alternative, Contractor shall offer hours of operation that are comparable to those hours offered to Medicaid fee-for-service clients, if the provider serves only Medicaid beneficiaries.
- H. Contractor shall be notified of possible corrective actions to be taken when the Contractor does not adhere to MHP established standards or respond to corrective actions. The process for ensuring compliance and implementing corrective actions is as follows, as described in ADMHS’ Policy and Procedure #24:
  - 1. If Contractor is identified as operating outside of the compliance standards, Contractor shall be notified of lack of compliance with Federal and State standards and shall be asked to rectify the areas in which they have been out of compliance. A copy of this notification shall be placed in the provider file. Contractors are expected to complete all corrections within 90 calendar days from the date of notice. This will be considered the Period of Review. The specific nature of the documentation to show evidence of compliance will be based on the infraction.
  - 2. Following the 90 day Period of Review, should Contractor be unable to fulfill contractual obligations regarding compliance, Contractor shall meet with the Quality Assurance Manager within 30 calendar days to identify barriers to compliance. If an

## **ATTACHMENT A**

agreement is reached, the Contractor shall have not more than 30 calendar days to provide proof of compliance. If an agreement is not forthcoming, the issue will be referred to the Executive Management Team which will review the issue and make a determination of appropriate action. Such action may include, but are not limited to: suspension of referrals to the individual or organizational provider, decision to de-certify or termination of Agreement, or other measures.

Reference: Service and Documentation Standards of the State of California, Department of Health Care Services.

## **ATTACHMENT D**

### **ORGANIZATIONAL SERVICE PROVIDER SITE CERTIFICATION**

#### **COMPLIANCE REQUIREMENTS**

1. Contractor hereby represents and warrants the following, as applicable:
  - A. Contractor is currently, and for the duration of this Agreement shall remain, licensed in accordance with all local, State, and Federal licensure requirements as a provider of its kind.
  - B. The space owned, leased, or operated by the Contractor and used for services or staff meets all local fire codes.
  - C. The physical plant of the site owned, occupied, or leased by the Contractor and used for services or staff is clean, sanitary, and in good repair.
  - D. Contractor establishes and implements maintenance policies for the site owned, occupied, or leased by the Contractor and used for services or staff, to ensure the safety and well-being of beneficiaries and staff.
  - E. Contractor has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, and procedures for reporting unusual occurrences relating to health and safety issues.
  - F. The Contractor maintains client records in a manner that meets the requirements of the County pursuant to the latest edition of the California State Mental Health Plan, and applicable state and federal standards.
  - G. Contractor has staffing adequate to allow the County to claim federal financial participation for the services the Contractor delivers to beneficiaries.
  - H. Contractor has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
  - I. Contractor has, as a head of service, a licensed mental health professional or rehabilitation specialist.
  - J. For Contractors that provide or store medications, the Contractor stores and dispenses medications in compliance with all pertinent State and Federal standards, specifically:
    1. All drugs obtained by prescription are labeled in compliance with Federal and State laws. Prescription labels may be altered only by authorized personnel.
    2. Drugs intended for external use only or food stuffs are stored separately from drugs for internal use.
    3. All drugs are stored at proper temperatures. Room temperature drugs should be stored at 59 – 86 degrees Fahrenheit, and refrigerated drugs must be stored at 36 – 46 degrees Fahrenheit.

## **ATTACHMENT D**

4. Drugs are stored in a locked area with access limited only to those medical personnel authorized to prescribe, dispense, or administer medication.
5. Drugs are not retained after the expiration date. IM (Intramuscular) multi-dose vials are to be dated and initialed when opened.
6. A drug log is to be maintained to ensure the Contractor disposes of expired, contaminated, deteriorated, and abandoned drugs in a manner consistent with State and Federal laws.
7. Contractor's Policies and Procedures manual addresses the issues of dispensing, administration and storage of all medications.

# **ATTACHMENT E** **Program Goals, Outcomes and Measures**

<b>Program Evaluation:  Mental Health Services in Primary Care Setting</b>		
<b>IMPACT Program Outcomes</b>		
❖ Ensure that depression in older adults is identified	<ul style="list-style-type: none"> <li>✓ Provide screening of all primary care patients who are older adults</li> <li>✓ Provide a structured assessment for depression by a mental health practitioner within 4 weeks of screening</li> </ul>	<ul style="list-style-type: none"> <li>➤ % of patients with documentation of annual screening for depression with the PHQ-2/ PHQ-9 or similar screening measure</li> <li>➤ % of patients with a positive screen as measured by a PHQ-9 score <math>\geq 10</math></li> <li>➤ Number of IMPACT patients receiving treatment</li> </ul>
❖ Ensure that depression in older adults is treated	<ul style="list-style-type: none"> <li>✓ Provide mental health treatment for older adults diagnosed with depression</li> </ul>	<ul style="list-style-type: none"> <li>➤ Initiation of Treatment: % of primary care patients diagnosed with depression who initiated treatment (i.e. medication, psychotherapy) or attended a mental health specialty visit within 4 weeks of initial diagnosis</li> <li>➤ Measurement of Treatment Outcomes: % of primary care patients treated for depression who receive a structured clinical assessment (i.e., PHQ-9) of depression severity at: <ul style="list-style-type: none"> <li>- Follow-up: within 8 to 12 weeks following treatment initiation</li> <li>-Continuation: within 3 to 6 months following treatment initiation</li> </ul> </li> </ul>
❖	<ul style="list-style-type: none"> <li>✓ Reduce depression symptoms in individuals who receive treatment</li> </ul>	<ul style="list-style-type: none"> <li>➤ % of patients treated for depression who have a decrease <math>&gt; 50\%</math> in depression symptom levels from baseline as measured by the PHQ-9 and a PHQ-9 score <math>&lt; 10</math> within 6 months of initiating treatment</li> </ul>



## ATTACHMENT E

### Program Goals, Outcomes and Measures

General Program Outcomes		
Program Goals	Outcomes	Measure/Data Elements
❖ Provide patients and families with education, written materials and videos in English and Spanish about mental health conditions and issues	<ul style="list-style-type: none"> <li>✓ Patients and families will be better informed about mental health conditions, community resources and treatment options.</li> <li>✓ Stigma associated with mental health conditions will be reduced.</li> </ul>	<ul style="list-style-type: none"> <li>➤ At least four events per year</li> <li>➤ At least one video in Spanish and English and at least four different brochures about major mental health conditions in English and Spanish will be available in the waiting room at all times.</li> <li>➤ Annual patient survey about attitudes toward mental health and awareness of treatment options and community resources</li> </ul>
❖ Ensure that primary care patients with potential emerging mental health conditions are identified	<ul style="list-style-type: none"> <li>✓ Provide screening of all primary care patients</li> <li>✓ Provide a structured assessment for mental health conditions by a mental health practitioner within 4 weeks of screening</li> </ul>	<ul style="list-style-type: none"> <li>➤ All new patients receive screening at intake for mental health conditions</li> <li>➤ All existing patients receive screening for mental health conditions at least once per year</li> <li>➤ % of patients with a positive screen who receive a structured mental health assessment within 4 weeks of screening</li> <li>➤ Number of patients 64 and younger receiving mental health treatment</li> </ul>
❖ Ensure that mental health conditions are treated	<ul style="list-style-type: none"> <li>✓ Provide mental health treatment for older adults diagnosed with depression</li> </ul>	<ul style="list-style-type: none"> <li>➤ Initiation of Treatment: % of primary care patients diagnosed with a mental health condition who initiated treatment (i.e. medication, psychotherapy) or attended a mental health specialty visit within 4 weeks of initial diagnosis</li> <li>➤ Measurement of Treatment Outcomes: % of primary care patients treated for mental health conditions who receive a structured clinical assessment at: <ul style="list-style-type: none"> <li>- Baseline: within 2 weeks prior or subsequent to treatment initiation</li> <li>- Follow-up: within 8 to 12 weeks following treatment initiation</li> <li>- Continuation: within 3 to 6 months following treatment initiation</li> </ul> </li> </ul>

## ATTACHMENT E

### Program Goals, Outcomes and Measures

Program Evaluation: Community Mental Health Educators		
Program Goals	Outcomes	Measure/Data Elements
❖ Educate unserved communities about mental health conditions specific to that community and in the appropriate language, as applicable.	<ul style="list-style-type: none"> <li>✓ Patients and families will be better informed about mental health conditions, community resources and treatment options.</li> <li>✓ Stigma associated with mental health conditions will be reduced.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Number of trainings provided per year</li> <li>➤ Number of support groups meeting regularly</li> <li>➤ Number of participants from the target population served and in what language</li> </ul>
❖ Reduce disparities in availability of mental health support for unserved communities.	<ul style="list-style-type: none"> <li>✓ Increased access to mental health services and intervention services by unserved and underserved populations</li> <li>✓ Increased engagement with support services for mental health, alcohol and drug abuse, domestic violence, child abuse, sexual assault/abuse by underserved populations</li> </ul>	<ul style="list-style-type: none"> <li>➤ Number of underserved/ unserved individuals referred to organizations that provide mental health support services</li> <li>➤ Number of underserved/ unserved individuals referred to organizations that provide other support services (ie substance abuse, domestic violence)</li> </ul>
❖ Prevent the onset of serious mental illness and/or provide early intervention services for individuals who may experience an emerging mental health condition.	<ul style="list-style-type: none"> <li>✓ Greater individual awareness of social, emotional and behavioral issues</li> <li>✓ Increased resilience and protective factors and reduced risk factors</li> </ul>	<ul style="list-style-type: none"> <li>➤ Number of individuals and family participants with greater awareness of social, emotional and behavioral issues</li> <li>➤ Number of individuals reporting an increase in protective factors and a decrease in risk factors</li> </ul>
❖ Empower individuals, family members, and community members to identify and enhance culturally specific wellness practices.	<ul style="list-style-type: none"> <li>✓ Decreased feeling of isolation by individuals and family members from unserved and underserved populations</li> </ul>	

## **EXHIBIT B FINANCIAL PROVISIONS**

This Exhibit B includes the following:

1. EXHIBIT B – Financial Provisions
  - i. EXHIBIT B-1 – Schedule of Rates and Agreement Maximum
  - ii. EXHIBIT B-2 – Contractor Budget

## **EXHIBIT B FINANCIAL PROVISIONS**

This Agreement provides for reimbursement for mental health services up to a Maximum Agreement Amount. For all services provided under this Agreement, Contractor will comply with all applicable requirements necessary for reimbursement in accordance with Welfare and Institutions Code §§14705 - 14711, 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) or other deliverables as established in Exhibit B-1 based on satisfactory performance of the mental health services described in the Exhibit A(s).
- B. Non-Medi-Cal Services. County recognizes that the services provided by Contractor's Program, described in the Exhibit A(s), may not be reimbursable by Medi-Cal, or may be provided to individuals who are not 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 Agreement Amount, and are subject to the same requirements as funds for services provided pursuant to the Medi-Cal program.
- C. 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 the Exhibit A(s) to this Agreement. Expenses shall comply with the requirements established in OMB A-87, A-122 and all other applicable regulations. Violation of this provision or use of County funds for purposes other than those described in the Exhibit A(s) shall constitute a material breach of this Agreement.

### **II. MAXIMUM AGREEMENT AMOUNT.**

The Maximum Agreement Amount shall not exceed **\$1,445,654, inclusive of \$472,374 for FY 14-15, \$481,822 for FY 15-16, and \$491,458 for FY 16-17** and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Agreement Amount for Contractor's performance hereunder without a properly executed amendment.

### **III. OPERATING BUDGET.**

Prior to the Effective Date of this Agreement, Contractor shall provide County with an Operating Budget on a format acceptable to, or provided by County, based on costs net of revenues as described in this Exhibit B, Section IV (Accounting for Revenues). The approved Operating Budget shall be attached to this Agreement as Exhibit B-2.

## **EXHIBIT B FINANCIAL PROVISIONS**

### **IV. ACCOUNTING FOR REVENUES**

- A. Accounting for Revenues. Contractor shall comply with all County, State, and Federal requirements and procedures, as described in WIC Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP) (2) the eligibility of patients/clients for Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Grants, and any other revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor shall also be accounted for in the Operating Budget.
- B. Internal Procedures. Contractor shall maintain internal financial controls which adequately ensure proper billing and collection procedures. Contractor shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort. Contractor is to attempt to collect first from Medicare (if site is Medicare certified), then from insurance. 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 mental health service units specified in this Agreement.

### **V. REALLOCATION OF PROGRAM FUNDING**

Contractor shall make written application to Director, in advance and no later than April 1 of each Fiscal Year, to reallocate funds as outlined in Exhibit B-1 between programs, for the purpose of meeting specific program needs or for providing continuity of care to its clients. Contractor's application shall include a narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining impact of the reallocation as may be applicable to future years. The Director'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. Submission of Claims and Invoices. Contractor shall submit a written invoice within 10 calendar days of the end of the month in which mental health services are delivered that: i) depicts the actual costs of providing the services less any applicable revenues, ii) states the amount owed by County, and iii) includes the Agreement number and signature of Contractor's authorized representative. Invoices shall be delivered electronically to the County designated representative or to:

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

Santa Barbara County Alcohol, Drug, and Mental Health Services  
ATTN: Accounts Payable  
429 North San Antonio Road  
Santa Barbara, CA 93110 –1316

The Director or designee shall review the monthly claim(s) and invoices 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 thirty (30) calendar days of the receipt of said claim(s) and invoice by County subject to the contractual limitations set forth below.

- B. The Program Contract Maximums specified in Exhibit B-1 and this Exhibit B are intended to cover services during the entire term of the Agreement, unless otherwise specified in the Exhibit

## **EXHIBIT B FINANCIAL PROVISIONS**

A(s) (such as time-limited or services tied to the school year). Under no circumstances shall Contractor cease services prior to June 30 due to an accelerated draw down of funds earlier in the Fiscal Year. Failure to provide services during the entire term of the Agreement may be considered a breach of contract and subject to the Termination provisions specified in the Agreement Section 20.

- C. Monthly Financial Statements. Within 15 calendar days of the end of the month in which mental health services are delivered, Contractor shall submit monthly financial statements reflecting the previous month's and cumulative year to date direct and indirect costs and other applicable revenues for Contractor's programs described in Exhibit A.
- D. Withholding of Payment for Non-submission of Information. If any required data, invoice, financial statement, or report is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Director or designee. Director or designee shall review such submitted service data within sixty (60) calendar days of receipt.
- E. Withholding Of Payment for Unsatisfactory Clinical Documentation. Director or designee shall have the option to deny payment for services when documentation of clinical services does not meet minimum State and County written standards.
- F. Claims Submission Restrictions.  
No Payment for Services Provided Following Expiration/ Termination of Agreement. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.
- G. Claims Certification and Program Integrity. Contractor shall certify that all claims submitted to County for services provided under this Agreement are true and accurate to the best of Contractor's knowledge.

### **VII.COST REPORT**

- A. Submission of Cost Report. Within four weeks after the release of the cost report template by the Department of Health Care Services (DHCS), but no sooner than 45 days after the end of the fiscal year, Contractor shall provide County with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the applicable prior fiscal year. The Annual Cost Report shall be prepared by Contractor in accordance with all applicable federal, State and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by Contractor shall be reported in its annual Cost Report, and shall be used to offset gross cost. Contractor shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to Director or Designee upon reasonable notice.
- B. Cost Report to be Used for Initial Settlement. The Cost Report shall be the financial and

## **EXHIBIT B FINANCIAL PROVISIONS**

statistical report submitted by Contractor to County, and shall serve as the basis for initial settlement to Contractor. Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.

- C. Penalties. In addition, failure of Contractor to submit accurate and complete Annual Cost Report(s) by 45 days after the due date set in Section VII.A above or the expiration or termination date of this Agreement shall result in:
1. A Late Penalty of ONE HUNDRED DOLLARS (\$100) for each day that the accurate and complete Annual Cost Report(s) is (are) not submitted. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report. The Late Penalty shall commence on the forty-sixth (46<sup>th</sup>) day after the deadline or the expiration or termination date of this Agreement. County shall deduct the Late Penalty assessed against Contractor from the final month's payment due under the Agreement.
  2. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred and fifth (105<sup>th</sup>) day after the due date set in Section VII.A or the expiration or termination date of this Agreement, then all amounts paid by County to Contractor in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding shall be repaid by Contractor to County. Further, County shall terminate any current contracts entered into with Contractor for programs covered by the outstanding Annual Cost Reports.
- D. Audited Financial Reports: Each year of the Agreement, the Contractor shall submit to County a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by Contractor.
- E. Single Audit Report: If Contractor is required to perform a single audit and/or program specific audit, per the requirements of OMB circular A-133, Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt.

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

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

## **EXHIBIT B FINANCIAL PROVISIONS**

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

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

- A. Audit by Responsible Auditing Party. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and federal law including but not limited to the WIC Sections 14170 et. seq., authorized representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the mental health services/activities provided hereunder.
- B. Settlement. Settlement of the audit findings will be conducted according to the Responsible Auditing Party's procedures in place. In the case of a State Medi-Cal audit, the State and County will perform a post-audit Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County.
- C. Invoice for Amounts Due. County shall issue an invoice to Contractor for any amount due 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: Community Health Centers of the Central Coast FISCAL YEAR: 2014-15

	PROGRAM			TOTAL FY 14-15*
	Mental Health Services in Primary Care Setting	Mental Health Educators		
DESCRIPTION/MODE/SERVICE FUNCTION:	NUMBER OF UNITS PROJECTED (based on history):			
Outpatient - Placement/Brokerage (15/01-09)	As Budgeted			
Outpatient Mental Health Services (15/10-59)	As Budgeted			
Outreach and Education		As Budgeted		
Community Engagement and Education		As Budgeted		-
Mental Health Linkage and Referral		As Budgeted		-
Cultural Wellness Practices		As Budgeted		
SERVICE TYPE: MC, NON MC	MHSA	MHSA		
UNIT REIMBURSEMENT	cost	cost		
COST PER UNIT/PROVISIONAL RATE:				
Outpatient - Placement/Brokerage (15/01-09)		Cost Reimbursed		
Outpatient Mental Health Services (15/10-59)		Cost Reimbursed		
Outreach and Education		Cost Reimbursed		
Community Engagement and Education		Cost Reimbursed		
Mental Health Linkage and Referral		Cost Reimbursed		
Cultural Wellness Practices		Cost Reimbursed		
GROSS COST:	\$ 506,645	\$ 169,832		\$676,477
LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)				
PATIENT FEES				\$0
PATIENT INSURANCE				\$0
CONTRIBUTIONS				\$0
FOUNDATIONS/TRUSTS				\$0
SPECIAL EVENTS				\$0
OTHER (LIST): Government Funding	\$ 175,145	\$ 28,958		\$204,103
TOTAL CONTRACTOR REVENUES	\$ 175,145	\$ 28,958	\$ -	\$204,103
MAXIMUM FY 14-15 CONTRACT AMOUNT*:	\$ 331,500	\$ 140,874	\$ -	\$ 472,374
SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT				
MEDI-CAL/FFP				\$ -
OTHER FEDERAL FUNDS				\$ -
REALIGNMENT/MLF FUNDS				\$ -
STATE GENERAL FUNDS				\$ -
COUNTY FUNDS				\$ -
MHSA	\$ 331,500	\$ 140,874	\$ -	\$ 472,374
MHSA MEDI-CAL MATCH				\$ -
TOTAL (SOURCES OF FUNDING)*	\$ 331,500	\$ 140,874	\$ -	\$ 472,374

\*FY 14-15; 2% increase per year for subsequent years covered by this Agreement.

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

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

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

# EXHIBIT B-1

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

CONTRACTOR NAME:

Community Health Centers of the  
Central Coast

FISCAL YEAR: 2015-16

	PROGRAM			TOTAL
	Mental Health Services in Primary Care Setting	Mental Health Educators		
DESCRIPTION/MODE/SERVICE FUNCTION:	NUMBER OF UNITS PROJECTED (based on history):			
Outpatient - Placement/Brokerage (15/01-09)	As Budgeted			
Outpatient Mental Health Services (15/10-59)	As Budgeted			
Outreach and Education		As Budgeted		-
Community Engagement and Education		As Budgeted		-
Mental Health Linkage and Referral		As Budgeted		-
Cultural Wellness Practices		As Budgeted		
SERVICE TYPE: M/C, NON M/C	MHSA	MHSA		
UNIT REIMBURSEMENT	cost	cost		
COST PER UNIT/PROVISIONAL RATE:				
Outpatient - Placement/Brokerage (15/01-09)	Cost Reimbursed			
Outpatient Mental Health Services (15/10-59)	Cost Reimbursed			
Outreach and Education	Cost Reimbursed			
Community Engagement and Education	Cost Reimbursed			
Mental Health Linkage and Referral	Cost Reimbursed			
Cultural Wellness Practices	Cost Reimbursed			
GROSS COST:	\$ 516,778	\$ 173,229		\$690,007
LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)				
PATIENT FEES				\$0
PATIENT INSURANCE				\$0
CONTRIBUTIONS				\$0
FOUNDATIONS/TRUSTS				\$0
SPECIAL EVENTS				\$0
OTHER (LIST): Government Funding	\$ 178,648	\$ 29,537		\$208,185
TOTAL CONTRACTOR REVENUES	\$ 178,648	\$ 29,537	\$ -	\$208,185
MAXIMUM FY 15-16 CONTRACT AMOUNT*:	\$ 338,130	\$ 143,691	\$ -	\$ 481,821
SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT				
MEDI-CAL/FFP				\$ -
OTHER FEDERAL FUNDS				\$ -
REALIGNMENT/VLF FUNDS				\$ -
STATE GENERAL FUNDS				\$ -
COUNTY FUNDS				\$ -
MHSA	\$ 338,130	\$ 143,691	\$ -	\$ 481,821
MHSA MEDI-CAL MATCH				\$ -
TOTAL (SOURCES OF FUNDING)*	\$ 338,130	\$ 143,691	\$ -	\$ 481,821

CONTRACTOR SIGNATURE:

\_\_\_\_\_

STAFF ANALYST SIGNATURE:

\_\_\_\_\_

FISCAL SERVICES SIGNATURE:

\_\_\_\_\_

# EXHIBIT B-1

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

CONTRACTOR NAME:

Community Health Centers of the  
Central Coast

FISCAL YEAR: 2016-17

	PROGRAM			TOTAL
	Mental Health Services in Primary Care Setting	Mental Health Educators		
DESCRIPTION/MODE/SERVICE FUNCTION:	NUMBER OF UNITS PROJECTED (based on history):			
Outpatient - Placement/Brokerage (15/01-09)	As Budgeted			
Outpatient Mental Health Services (15/10-59)	As Budgeted			
Outreach and Education		As Budgeted		-
Community Engagement and Education		As Budgeted		-
Mental Health Linkage and Referral		As Budgeted		-
Cultural Wellness Practices		As Budgeted		
SERVICE TYPE: MC, NON MC	MHSA	MHSA		
UNIT REIMBURSEMENT	cost	cost		
COST PER UNIT/PROVISIONAL RATE:				
Outpatient - Placement/Brokerage (15/01-09)	Cost Reimbursed			
Outpatient Mental Health Services (15/10-59)	Cost Reimbursed			
Outreach and Education	Cost Reimbursed			
Community Engagement and Education	Cost Reimbursed			
Mental Health Linkage and Referral	Cost Reimbursed			
Cultural Wellness Practices	Cost Reimbursed			

GROSS COST:	\$ 527,113	\$ 176,693		\$703,807
LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)				
PATIENT FEES				\$0
PATIENT INSURANCE				\$0
CONTRIBUTIONS				\$0
FOUNDATIONS/TRUSTS				\$0
SPECIAL EVENTS				\$0
OTHER (LIST): Government Funding	\$ 182,221	\$ 30,128		\$212,349
TOTAL CONTRACTOR REVENUES	\$ 182,221	\$ 30,128	\$ -	\$212,349
MAXIMUM FY 16-17 CONTRACT AMOUNT*:	\$ 344,893	\$ 146,565	\$ -	\$ 491,458

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT				
MEDI-CAL/FFP				\$ -
OTHER FEDERAL FUNDS				\$ -
REALIGNMENT/VLF FUNDS				\$ -
STATE GENERAL FUNDS				\$ -
COUNTY FUNDS				\$ -
MHSA	\$ 344,893	\$ 146,565	\$ -	\$ 491,458
MHSA MEDI-CAL MATCH				\$ -
TOTAL (SOURCES OF FUNDING)*	\$ 344,893	\$ 146,565	\$ -	\$ 491,458

CONTRACTOR SIGNATURE:

STAFF ANALYST SIGNATURE:

FISCAL SERVICES SIGNATURE:

## EXHIBIT B-2

<b>Santa Barbara County Alcohol, Drug and Mental Health Services Contract Budget Packet</b> <b>Entity Budget By Program</b>							
AGENCY NAME:		COMMUNITY HEALTH CENTERS OF THE					
COUNTY FISCAL YEAR:		2014-2015					
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	MENTAL HEALTH PRIMARY CARE SETTING	MENTAL HEALTH EDUCATION	Enter PROGRAM NAME (Fac/Prog)
1	Contributions			\$ -			
2	Foundations/Trusts			\$ -			
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		\$ 472,374	\$ 472,374	\$ 331,500	\$ 140,874	
11	Other Government Funding		\$ 9,206,335	\$ 204,103	\$ 175,145	\$ 28,958	
12	Other PRIVATE FOUNDATIONS		\$ 112,000	\$ -			
13	Other (specify)			\$ -			
14	Other (specify)			\$ -			
15	Other (specify)			\$ -			
16	Other (specify)			\$ -			
17	Other (specify)			\$ -			
18	Total Other Revenue (Sum of lines 1 through 17)		\$ 9,790,709	\$ 676,477	\$ 506,645	\$ 169,832	\$ -
I.B Client and Third Party Revenues:							
19	Medicare			-			
20	Client Fees		\$ 62,121,241	-			
21	Insurance			-			
22	SSI			-			
23	Other (specify)		\$ 1,149,046	-			
24	Total Client and Third Party Revenues (Sum of lines 19 through 23)		63,270,287	-	-	-	-
25	GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 24)		73,060,996	676,477	506,645	169,832	-

## EXHIBIT B-2

	III. DIRECT COSTS -14-15	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	MENTAL HEALTH PRIMARY CARE SETTING	MENTAL HEALTH EDUCATION	Enter PROGRAM NAME (Fac/Prog)	
	III.A. Salaries and Benefits Object Level						
26	Salaries (Complete Staffing Schedule)	35,605,819	\$ 459,792	\$ 348,656	\$ 111,136	\$	-
27	Employee Benefits	6,087,300	\$ 114,948	\$ 87,164	\$ 27,784		
28	Consultants		\$ -				
29	Payroll Taxes	2,441,100	\$ -				
30	Salaries and Benefits Subtotal	\$ 44,134,219	\$ 574,740	\$ 435,820	\$ 138,921	\$	-
	III.B Services and Supplies Object Level						
31	Professional Fees	8,006,808	\$ -				
32	Supplies	5,623,182	\$ 25,000	\$ 17,500	\$ 7,500		
33	Telephone	1,062,960	\$ 3,480	\$ 2,400	\$ 1,080		
34	Postage & Shipping	98,880	\$ -				
35	Occupancy (Facility Lease/Rent/Costs)	4,573,200	\$ -				
36	Rental/Maintenance Equipment	1,223,640	\$ -				
37	Printing/Publications	216,300	\$ -				
38	Transportation	463,500	\$ 2,400	\$ 1,200	\$ 1,200		
39	Conferences, Meetings, Etc	525,300	\$ -				
40	Insurance	414,060	\$ -				
41	Other INTEREST EXPENSE	766,320	\$ -				
42	Other DEPRECIATION EXPENSE	2,200,080	\$ -				
43	Other OTHER EXPENSE	2,052,996	\$ -				
44	Other CONTINGENCY	1,654,551	\$ -				
45	Services and Supplies Subtotal	\$ 28,881,777	\$ 30,880	\$ 21,100	\$ 9,780	\$	-
46	III.C. Client Expense Object Level Total		\$ -				
47	SUBTOTAL DIRECT COSTS	\$ 73,015,996	\$ 605,620	\$ 456,920	\$ 148,701	\$	-
	IV. INDIRECT COSTS						
48	Administrative Indirect Costs (Reimbursement limited to 15%)		\$ 70,856	\$ 49,725	\$ 21,131		
49	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 73,015,996	\$ 676,477	\$ 506,645	\$ 169,832	\$	-

# EXHIBIT B-2

## Santa Barbara County Alcohol, Drug and Mental Health Entity B

AGENCY NAME: COMMUNITY HEALTH CENTERS OF THE

COUNTY FISCAL YEAR: 2015-2016 (increased 2% from base year of FY 14-15)

Gray Shaded cells contain formulas, do not overwrite

# LINE	COLUMN #	1	2	3	4	5
		I. REVENUE SOURCES:	TOTAL AGENCY / ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	MENTAL HEALTH PRIMARY CARE SETTING	MENTAL HEALTH EDUCATION
1		Contributions		\$ -	\$ -	\$ -
2		Foundations/Trusts		\$ -	\$ -	\$ -
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	\$ 472,374	\$ 481,821	\$ 338,130	\$ 143,691
11		Other Government Funding	\$ 9,206,335	\$ 208,185	\$ 178,648	\$ 29,537
12		Other PRIVATE FOUNDATIONS	\$ 112,000	\$ -	\$ -	\$ -
13		Other (specify)		\$ -	\$ -	\$ -
14		Other (specify)		\$ -	\$ -	\$ -
15		Other (specify)		\$ -	\$ -	\$ -
16		Other (specify)		\$ -	\$ -	\$ -
17		Other (specify)		\$ -	\$ -	\$ -
18		Total Other Revenue (Sum of lines 1 through 17)	\$ 9,790,709	\$ 690,007	\$ 516,778	\$ 173,229
		I.B Client and Third Party Revenues:				
19		Medicare		\$ -	\$ -	\$ -
20		Client Fees	\$ 62,121,241	\$ -	\$ -	\$ -
21		Insurance		\$ -	\$ -	\$ -
22		SSI		\$ -	\$ -	\$ -
23		Other (specify)	\$ 1,149,046	\$ -	\$ -	\$ -
24		Total Client and Third Party Revenues (Sum of lines 19 through 23)	63,270,287	-	-	-
25		GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 24)	73,060,996	690,007	516,778	173,229

## EXHIBIT B-2

2015-2016 (increased 2% from base year of FY 14-15)					
	III. DIRECT COSTS - 15-16	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	MENTAL HEALTH PRIMARY CARE SETTING	MENTAL HEALTH EDUCATION
	III.A. Salaries and Benefits Object Level				
26	Salaries (Complete Staffing Schedule)	35,605,819	\$ 468,988	\$ 355,629	\$ 113,359
27	Employee Benefits	6,087,300	\$ 117,247	\$ 88,907	\$ 28,340
28	Consultants		\$ -	\$ -	\$ -
29	Payroll Taxes	2,441,100	\$ -	\$ -	\$ -
30	Salaries and Benefits Subtotal	\$ 44,134,219	\$ 586,235	\$ 444,536	\$ 141,699
	III.B Services and Supplies Object Level				
31	Professional Fees	8,006,808	\$ -	\$ -	\$ -
32	Supplies	5,623,182	\$ 25,500	\$ 17,850	\$ 7,650
33	Telephone	1,062,960	\$ 3,550	\$ 2,448	\$ 1,102
34	Postage & Shipping	98,880	\$ -	\$ -	\$ -
35	Occupancy (Facility Lease/Rent/Costs)	4,573,200	\$ -	\$ -	\$ -
36	Rental/Maintenance Equipment	1,223,640	\$ -	\$ -	\$ -
37	Printing/Publications	216,300	\$ -	\$ -	\$ -
38	Transportation	463,500	\$ 2,448	\$ 1,224	\$ 1,224
39	Conferences, Meetings, Etc	525,300	\$ -	\$ -	\$ -
40	Insurance	414,060	\$ -	\$ -	\$ -
41	Other INTEREST EXPENSE	766,320	\$ -	\$ -	\$ -
42	Other DEPRECIATION EXPENSE	2,200,080	\$ -	\$ -	\$ -
43	Other OTHER EXPENSE	2,052,996	\$ -	\$ -	\$ -
44	Other CONTINGENCY	1,654,551	\$ -	\$ -	\$ -
45	Services and Supplies Subtotal	\$ 28,881,777	\$ 31,498	\$ 21,522	\$ 9,976
46	III.C. Client Expense Object Level Total		\$ -		
47	SUBTOTAL DIRECT COSTS	\$ 73,015,996	\$ 617,733	\$ 466,058	\$ 151,675
	IV. INDIRECT COSTS				
48	Administrative Indirect Costs (Reimbursement limited to 15%)		\$ 72,273	\$ 50,720	\$ 21,554
49	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 73,015,996	\$ 690,006	\$ 516,778	\$ 173,228

# EXHIBIT B-2

## Santa Barbara County Alcohol, Drug and Mental Health Entity B

AGENCY NAME: COMMUNITY HEALTH CENTERS OF THE CENTRAL COAST, INC.

COUNTY FISCAL YEAR: 2016-2017 (increased 2% from FY 15-16)

Gray Shaded cells contain formulas, do not overwrite

#	COLUMN #	1	2	3	4	5
		I. REVENUE SOURCES:	TOTAL AGENCY / ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	MENTAL HEALTH PRIMARY CARE SETTING	MENTAL HEALTH EDUCATION
1		Contributions		\$ -	\$ -	\$ -
2		Foundations/Trusts		\$ -	\$ -	\$ -
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	\$ 472,374	\$ 491,458	\$ 344,893	\$ 146,565
11		Other Government Funding	\$ 9,206,335	\$ 212,349	\$ 182,221	\$ 30,128
12		Other PRIVATE FOUNDATIONS	\$ 112,000	\$ -	\$ -	\$ -
13		Other (specify)		\$ -	\$ -	\$ -
14		Other (specify)		\$ -	\$ -	\$ -
15		Other (specify)		\$ -	\$ -	\$ -
16		Other (specify)		\$ -	\$ -	\$ -
17		Other (specify)		\$ -	\$ -	\$ -
18		Total Other Revenue (Sum of lines 1 through 17)	\$ 9,790,709	\$ 703,807	\$ 527,114	\$ 176,693
		I.B Client and Third Party Revenues:				
19		Medicare		\$ -	\$ -	\$ -
20		Client Fees	\$ 62,121,241	\$ -	\$ -	\$ -
21		Insurance		\$ -	\$ -	\$ -
22		SSI		\$ -	\$ -	\$ -
23		Other (specify)	\$ 1,149,046	\$ -	\$ -	\$ -
24		Total Client and Third Party Revenues (Sum of lines 19 through 23)	63,270,287	-	-	-
25		GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 24)	73,060,996	703,807	527,114	176,693



## EXHIBIT B-2

2016-2017 (increased 2% from FY 15-16)					
	III. DIRECT COSTS - 16-17	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	MENTAL HEALTH PRIMARY CARE SETTING	MENTAL HEALTH EDUCATION
	III.A. Salaries and Benefits Object Level				
26	Salaries (Complete Staffing Schedule)	35,605,819	\$ 478,368	\$ 362,742	\$ 115,626
27	Employee Benefits	6,087,300	\$ 119,592	\$ 90,685	\$ 28,907
28	Consultants		\$ -	\$ -	\$ -
29	Payroll Taxes	2,441,100	\$ -	\$ -	\$ -
30	Salaries and Benefits Subtotal	\$ 44,134,219	\$ 597,960	\$ 453,427	\$ 144,533
	III.B Services and Supplies Object Level				
31	Professional Fees	8,006,808	\$ -	\$ -	\$ -
32	Supplies	5,623,182	\$ 26,010	\$ 18,207	\$ 7,803
33	Telephone	1,062,960	\$ 3,621	\$ 2,497	\$ 1,124
34	Postage & Shipping	98,880	\$ -	\$ -	\$ -
35	Occupancy (Facility Lease/Rent/Costs)	4,573,200	\$ -	\$ -	\$ -
36	Rental/Maintenance Equipment	1,223,640	\$ -	\$ -	\$ -
37	Printing/Publications	216,300	\$ -	\$ -	\$ -
38	Transportation	463,500	\$ 2,497	\$ 1,248	\$ 1,248
39	Conferences, Meetings, Etc	525,300	\$ -	\$ -	\$ -
40	Insurance	414,060	\$ -	\$ -	\$ -
41	Other INTEREST EXPENSE	766,320	\$ -	\$ -	\$ -
42	Other DEPRECIATION EXPENSE	2,200,080	\$ -	\$ -	\$ -
43	Other OTHER EXPENSE	2,052,996	\$ -	\$ -	\$ -
44	Other CONTINGENCY	1,654,551	\$ -	\$ -	\$ -
45	Services and Supplies Subtotal	\$ 28,881,777	\$ 32,128	\$ 21,952	\$ 10,175
46	III.C. Client Expense Object Level Total		\$ -	\$ -	\$ -
47	SUBTOTAL DIRECT COSTS	\$ 73,015,996	\$ 630,087	\$ 475,379	\$ 154,708
	IV. INDIRECT COSTS				
48	Administrative Indirect Costs (Reimbursement limited to 15%)		\$ 73,719	\$ 51,734	\$ 21,985
49	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 73,015,996	\$ 703,806	\$ 527,113	\$ 176,693

## EXHIBIT C

### Indemnification and Insurance Requirements (For Professional Contracts)

#### INDEMNIFICATION

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

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

#### INSURANCE

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

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the

## EXHIBIT C

Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

### B. Other Insurance Provisions

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

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

## EXHIBIT C

the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by County as a material breach of contract.
9. **Subcontractors** – Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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