

**AGREEMENT**  
**FOR SERVICES OF INDEPENDENT CONTRACTOR**

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**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 Child Abuse Listening & Mediation with an address at 1236 Chapala Street, Santa Barbara, CA (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

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

**1. DESIGNATED REPRESENTATIVE**

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Alana Walczak at phone number 805-965-2376 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

**2. NOTICES**

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

To County:                      Director  
                                        Santa Barbara County  
                                        Department of Behavioral Wellness  
                                        300 N. San Antonio Road  
                                        Santa Barbara, CA 93110  
                                        FAX: 805-681-5262

To Contractor:                Alana Walczak, Chief Executive Officer  
                                        Child Abuse Listening & Mediation  
                                        1236 Chapala Street  
                                        Santa Barbara, CA 93101  
                                        Phone: 805-965-2376  
                                        Fax: 805-963-6707

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

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

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

### **4. TERM**

Contractor shall commence performance on 7/1/2017 and end performance upon completion, but no later than 6/30/2018 unless otherwise directed by County or unless earlier terminated.

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

In full consideration for Contractor's services, Contractor shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference.

### **6. INDEPENDENT CONTRACTOR**

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

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

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

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

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

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### **9. TAXES**

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

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

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

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

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

Unless otherwise specified in Exhibit A, Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County

## **AGREEMENT**

against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

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

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

### **13. COUNTY PROPERTY AND INFORMATION**

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

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

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

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

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

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

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### **16. NONDISCRIMINATION**

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

### **17. NONEXCLUSIVE AGREEMENT**

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

### **18. NON-ASSIGNMENT**

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

### **19. TERMINATION**

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

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

2. **For Nonappropriation of Funds.**

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

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

## **AGREEMENT**

performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.

- C. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.
- 3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.
- B. **By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
- C. **Upon termination.** Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

## **20. SECTION HEADINGS**

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

## **21. SEVERABILITY**

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

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### **22. REMEDIES NOT EXCLUSIVE**

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

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

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

### **24. NO WAIVER OF DEFAULT**

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

### **25. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the director of The Department of Behavioral Wellness. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

### **26. SUCCESSORS AND ASSIGNS**

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

### **27. COMPLIANCE WITH LAW**

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

### **28. CALIFORNIA LAW AND JURISDICTION**

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

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### **29. EXECUTION OF COUNTERPARTS**

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

### **30. AUTHORITY**

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

### **31. SURVIVAL**

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

### **32. PRECEDENCE**

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

### **33. COMPLIANCE WITH HIPAA**

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

### **34. COURT APPEARANCES.**

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

### **35. PRIOR AGREEMENTS.**

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

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

- A. **Violations of Criminal Law.** Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can

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

- B. **Ownership or Controlling Interest.** As required by 42 CFR sections 455.101 and 455.104, Contractor will complete a *Disclosure of Ownership or Controlling Interest* form provided by County.

## **AGREEMENT**

### **THIS AGREEMENT INCLUDES:**

#### **I. EXHIBIT A–**

1. EXHIBIT A– Statement of Work – Mental Health (MH) Services
2. A-1: Statement of Work – Intensive In-Home
3. A-2: Statement of Work – Therapeutic Foster Care “HOPE”
4. A-3: Statement of Work – SPIRIT
5. A-4: Statement of Work – Managed Care Mental Health/Brief Therapy
6. A-5: Statement of Work – MHSA PEI Early Childhood Mental Health
7. A-6: Statement of Work – Medi-Cal Early Childhood Specialty Mental Health
8. Attachment A – Santa Barbara County Mental Health Plan, Quality Management Standards
9. Attachment D – Organizational Service Provider Site Certification
10. Attachment E – Goals, Outcomes, and Measures

#### **II. EXHIBIT B –**

1. EXHIBIT B – Financial Provisions - MH
2. EXHIBIT B-1 – Schedule of Rates and Contract Maximum – MH
3. EXHIBIT B-2 – Contractor Budget

#### **III. EXHIBIT C – Standard Indemnification and Insurance Provisions**

## AGREEMENT

Agreement for Services of Independent Contractor between the **County of Santa Barbara and Child Abuse Listening & Mediation (CALM)**.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on July 1, 2017.

### COUNTY OF SANTA BARBARA:

By: \_\_\_\_\_  
JOAN HARTMANN, CHAIR  
BOARD OF SUPERVISORS

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

### ATTEST:

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

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

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

### CONTRACTOR:

CHILD ABUSE LISTENING & MEDIATION

By: \_\_\_\_\_  
Authorized Representative

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

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

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

### APPROVED AS TO FORM:

MICHAEL C. GHIZZONI  
COUNTY COUNSEL

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

### APPROVED AS TO ACCOUNTING FORM:

THEODORE A. FALLATI, CPA  
AUDITOR-CONTROLLER

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

### RECOMMENDED FOR APPROVAL:

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

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

### APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO  
RISK MANAGEMENT

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

EXHIBIT A  
STATEMENTS OF WORK

This Exhibit A includes the following:

- I. EXHIBIT A– Statement of Work – Mental Health (MH) Services
  - a) A-1: Statement of Work – Intensive In-Home
  - b) A-2: Statement of Work – Therapeutic Foster Care “HOPE”
  - c) A-3: Statement of Work – SPIRIT
  - d) A-4: Statement of Work – Managed Care Mental Health/Brief Therapy
  - e) A-5: Statement of Work – MHSA PEI Early Childhood Mental Health
  - f) A-6: Statement of Work – Medi-Cal Early Childhood Specialty Mental Health
- II. Attachment A – Santa Barbara County Mental Health Plan, Quality Management Standards
- III. Attachment D – Organizational Service Provider Site Certification
- IV. Attachment E – Goals, Outcomes, and Measures

**EXHIBIT A-MH**  
**Statement of Work**

**The following terms shall apply to all mental health programs operated under this Agreement, included as Exhibits A-1 through A-6, as though separately set forth in the scope of work specific to each Program.**

**1. PERFORMANCE.** Contractor shall adhere to all County requirements and all relevant provisions of law that are now in force or which may hereafter be in force, including all relevant provisions of the following:

- A. The County Mental Health Plan, Contract 12-89394 between the County Department of Behavioral Wellness and the State Department of Health Care Services (DHCS), available at <http://countyofsb.org/behavioral-wellness>;
- B. The Behavioral Wellness Steering Committee Vision and Guiding Principles, available at <http://countyofsb.org/behavioral-wellness>;
- C. California's Mental Health Services Act; and
- D. California Code of Regulations Title 9, Division 1.

**2. STAFF.**

- A. Program Staff providing direct services to clients shall be trained and skilled at working with persons with serious mental illness (SMI), and shall adhere to professionally recognized evidence-based best practices for rehabilitation assessment, service planning, and service delivery. In addition, these staff shall receive Documentation Training in accordance with the Behavioral Wellness Mandatory Trainings Policy and Procedure.
- B. Contractor shall ensure that staff identified on the Centers for Medicare & Medicaid Services (CMS) Exclusions List or other applicable list shall not provide services under this Agreement nor shall the cost of such staff be claimed to Medi-Cal.
- C. All staff performing services under this Agreement with access to the Behavioral Wellness electronic medical record shall be reviewed and approved by Behavioral Wellness Quality Care Management (QCM) Division, in accordance with Behavioral Wellness Policy and Procedure #34, Staff Credentialing and Licensing.
- D. Contractor shall notify County of any staffing changes as part of the quarterly Staffing Report, in accordance with Section 4.A. Reports Staffing herein. Contractor shall notify [bwellcontractsstaff@co.santa-barbara.ca.us](mailto:bwellcontractsstaff@co.santa-barbara.ca.us) within one business day for unexpected termination when staff separates from employment or is terminated from working under this Agreement, or within one week of the expected last day of employment or for staff planning a formal leave of absence.
- E. At any time prior to or during the term of this Agreement, the County may require that Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining

**EXHIBIT A-MH**  
**Statement of Work**

the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

- F. County may request that Contractor's staff be immediately removed from working on the County Agreement for good cause during the term of the Agreement.
- G. County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County, or whose conduct is incompatible with County facility access.
- H. Disqualification, if any, of Contractor staff, pursuant to this Section, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

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

- A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to Behavioral Wellness QCM Division, upon request.
- B. In the event the license/certification status of any Contractor staff member cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement.
- C. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall keep fully informed of and in compliance with all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities.

**4. REPORTS.**

- A. **Staffing.** Contractor shall submit quarterly staffing reports to County. These reports shall be on a form acceptable to, or provided by, County and shall report actual staff hours worked by position and shall include the employees' names, licensure status, bilingual Spanish capabilities, budgeted monthly salary, actual salary, hire date, and, if applicable, termination date. The reports shall be received by County no later than 25 calendar days following the end of the quarter being reported.
- B. **Programmatic.** Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than 25 calendar days following the end of the quarter being reported. Programmatic reports shall include the following:

**EXHIBIT A-MH**  
**Statement of Work**

- i. Contractor shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps will be taken to achieve satisfactory progress;
  - ii. Contractor shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and Certifications, changes in population served and reasons for any such changes;
  - iii. The number of active cases and number of clients admitted/ discharged;
  - iv. The Measures described in Attachment E, Program Goals, Outcomes and Measures, as applicable, or as otherwise agreed by Contractor and Behavioral Wellness. Amendments to Attachment E do not require a formal amendment to this Agreement, but shall be agreed to in writing by the Designated Representatives or Designees. In addition, Contractor may include any other data that demonstrate the effectiveness of Contractor's programs.
- C. **Annual Mandatory Training Report.** Contractor shall submit evidence of completion of the Mandatory Trainings identified in Section 15 on an annual basis to the County Systems Training Coordinator. Training materials, competency tests and sign-in sheets shall be submitted for each training no later than June 15th of each year.
- D. **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.

**5. MANDATORY DISCLOSURES.**

- A. **Disclosure of Interests of 5% or More.** As required by 42 CFR sections 455.101 and 455.104, Contractor will complete a *Disclosure of Ownership or Controlling Interest* form provided by County. In the event of change of ownership, or any person newly obtaining an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets, then the Contractor will submit an updated form within 35 days .
- B. **Related to Business Transactions (42 CFR 455.105).** Contractor agrees to furnish to County or the Secretary of DHCS on request, information related to business transactions. Contractor shall submit, within 35 days of the date on a request by County or the Secretary of DHCS full and complete information about:
- i. The ownership of any subcontractor with whom the provider has had business transactions totaling more than \$ 25,000 during the 12-month period ending on the date of the request; and

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- ii. Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.

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

- i. FFP is not available in expenditures for services furnished by Contractors who fail to comply with a request made by the County or Secretary of DHCS under Section 5.A or 5.B above, or under 42 CFR §420.205 (Medicare requirements for disclosure).
- ii. FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to the County or the Secretary of DHCS and ending on the day before the date on which the information was supplied.
- iii. A provider shall be required to reimburse those Medi-Cal funds received during any period for which material information was not reported, or reported falsely, to the County or DHCS (Welf. & Inst. Code § 14043.3).

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

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

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

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

**7. SITE STANDARDS.**

- A. Contractor agrees to comply with all Medi-Cal requirements, including, but not limited to those specified in Attachment A, and be approved to provide Medi-Cal services based on Medi-Cal site certification, per Attachment D, Organizational Service Provider Site Certification.

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- B. For programs located at Contractor's offices, Contractor shall develop and maintain a written disaster plan for the Program site and shall provide annual disaster training to staff.
8. **CONFIDENTIALITY.** Contractor agrees to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; 45 CFR Section 96.132(e), 45 CFR Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 14100.2; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and the Compliance with HIPAA section of this Agreement. Patient records must comply with all appropriate State and Federal requirements. Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
9. **CLIENT AND FAMILY MEMBER EMPOWERMENT.**
- A. Contractor agrees to support active involvement of clients and their families in treatment, recovery, and policy development.
- B. Contractor shall maintain a grievance policy and procedure to address client/family satisfaction complaints.
10. **CULTURAL COMPETENCE.**
- A. At all times, the Contractor's Program(s) shall be staffed with personnel who can communicate in the client preferred language, or Contractor shall provide interpretation services, including American Sign Language;
- B. Contractor will strive to fill direct service positions with bilingual staff in County's threshold language Spanish that is reflective of the specific needs of each region. Contractor percentage goals are calculated based on U.S. Census language data by region: Santa Barbara service area (including Goleta and Carpinteria) – 30%; Santa Maria service area (including Orcutt and Guadalupe) – 48%; Lompoc service area (including Buellton and Solvang) – 33%.
- C. Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must also be printed in Spanish (threshold language).
- D. Services and programs offered in English must also be made available in Spanish, if clients identify Spanish as their preferred language, as specified in section B above.
- E. As applicable, a measurable and documented effort must be made to conduct outreach to and to serve the underserved and the non-served communities of Santa Barbara County.

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**11. NOTIFICATION REQUIREMENTS.**

- A. Contractor shall immediately notify Behavioral Wellness QCM Division at 805-681-5113 in the event of:
- i. Known serious complaints against licensed/certified staff;
  - ii. Restrictions in practice or license/certification as stipulated by a State agency;
  - iii. Staff privileges restricted at a hospital; or
  - iv. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations).
  - v. Any event triggering Incident Reporting, as defined in Behavioral Wellness Policy and Procedure #28, Unusual Occurrences Incident Report.
- B. Contractor shall immediately contact the Behavioral Wellness Compliance Hotline (805-884-6855) should any of the following occur:
- i. Suspected or actual misappropriation of funds under Contractor's control
  - ii. Legal Suits initiated specific to the Contractor's practice;
  - iii. Initiation of criminal investigation of the Contractor
  - iv. HIPAA breach
- C. For clients receiving direct services from both Behavioral Wellness and Contractor staff, Contractor shall immediately notify the client's Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the client's care, or the applicable Regional Manager should any of the following occur: side effects requiring medical attention or observation, behavioral symptoms presenting possible health problems, or any behavioral symptom that may compromise the appropriateness of the placement.
- D. Contractor may contact [bwelcontractsstaff@co.santa-barbara.ca.us](mailto:bwelcontractsstaff@co.santa-barbara.ca.us) for any contractual concerns or issues.
- E. "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. Contractor shall train all personnel in the use of the Behavioral Wellness Compliance Hotline (Phone number: 805-884-6855).

**12. UTILIZATION REVIEW.**

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

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necessary assessment and Client Service Plan information, subject to Federal or State confidentiality laws, and provisions of this agreement.

- B. Contractor shall identify a senior staff member who will be the designated Behavioral Wellness QCM Division contact and will participate in any provider QCM meetings, to review current and coming quality of care issues.

**13. REVIEWS.**

- A. County shall assign senior management staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, fiscal and overall performance activity. The Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site and/or electronic reviews of Contractor's clinical documentation.
- B. The Contractor agrees to make all records pertaining to the services furnished under the terms of this contract available for inspection, examination or copying by the U.S. Department of Health and Humans Service, the Comptroller General of the United States, the DHCS, the County, and other authorized federal and state agencies, or their duly authorized representatives. Inspection shall occur at all reasonable times, at Contractors place of business, or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five years from the close of the state fiscal year in which the subcontract was in effect.

- 14. COLLABORATIVE MEETINGS.** Behavioral Wellness shall conduct a Collaborative Meeting at least annually, and more frequently, if needed, with Contractor to collaboratively discuss Programmatic, Fiscal, and Contract matters.

**15. TRAINING REQUIREMENTS.**

- A. Contractor shall ensure that all staff complete mandatory trainings per County's "Mandatory Training" policy. The following trainings must be completed at hire and annually thereafter:
  - i. Code of Conduct
  - ii. Consumer and Family Culture
  - iii. Cultural Competency; or
  - iv. HIPAA

**16. ADDITIONAL PROVISIONS.**

- A. Contractor agrees to hold harmless the State and beneficiaries in the event the County cannot or does not pay for services performed by the contractor.

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- B. The Contractor will not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42 C.F.R. §438.6(d)(3).
- C. Contractor agrees to comply with all applicable federal and state law, particularly the statutes and regulations incorporated by reference below. Contractor agrees to comply with any changes to these statutes and regulations that may occur during the contract period and any new applicable statutes or regulations, but either the County or Contractor may request consultation and discussion of new or changed statutes or regulations, including whether contract amendments may be necessary.
- D. Pursuant to Welf. & Inst. Code § 14704, a regulation or order concerning Medi-Cal specialty mental health services adopted by the State Department of Mental Health pursuant to Division 5 (commencing with Section 5000), as in effect preceding the effective date of this section, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by the State Department of Health Care Services (DHCS), or until it expires by its own terms.
- E. The following federal law applies to this contract:
  - i. Title 42 United States Code, to the extent that these requirements are applicable;
  - ii. 42 C.F.R. to the extent that these requirements are applicable;
  - iii. 42 C.F.R. § 438 – Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (PIHP);
  - iv. 45 C.F.R. §§ 160 and 164 to the extent that these requirements are applicable;
  - v. Title VI of the Civil Rights Act of 1964;
  - vi. Title IX of the Education Amendments of 1972;
  - vii. Age Discrimination Act of 1975;
  - viii. Rehabilitation Act of 1973;
  - ix. Titles II and III of the Americans with Disabilities Act;
  - x. Deficit Reduction Act of 2005;
  - xi. Balanced Budget Act of 1997;
  - xii. The Contractor shall comply with the provisions of the Copeland Anti- Kickback Act, which requires that all contracts and subcontracts in excess of \$2000 for construction or repair awarded by the Contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act.
  - xiii. The Contractor shall comply with the provisions of the Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by the Contractor and its

**EXHIBIT A-MH**  
**Statement of Work**

subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations.

- xiv. The Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act, as applicable, which requires that all subcontracts awarded by the Contractor in excess of \$2,000 for construction and in excess of \$2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act.

F. The following State law applies to this contract:

- i. Division 5, Welf. & Inst. Code, to the extent that these requirements are applicable to the services and functions set forth in this contract;
- ii. Welf. & Inst. Code §§ 5779-5782;
- iii. Welf. & Inst. Code §§ 14680-14685.1;
- iv. Welf. & Inst. Code §§ 14700-14726;
- v. Chapter 7, Division 9, Welf. & Inst. Code, to the extent that these requirements are applicable to the services and functions set forth in this contract;
- vi. Cal. Code Regs., tit. 9, § 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services;
- vii. Cal. Code Regs., tit. 22, §§ 50951 and 50953;
- viii. Cal. Code Regs., tit. 22, §§ 51014.1 and 51014.2.

**EXHIBIT A-1**  
**Statement of Work**  
**Intensive In-Home**

1. **PROGRAM SUMMARY.** The Intensive In-Home Program (hereafter “the Program”) is a home-based model of intensive mental health service delivery developed to help a child (hereafter “client”) and their family to solve problems in the home environment. Program staff demonstrate and implement evidence-based practices with the family as a means to improve client behavior and provide structure and routine to the home environment. The Program offers intensive, individualized, and if clinically indicated, family counseling services to children and youth and their families in community locations best suited for the client and the family’s needs. Program staff seek to develop, support and empower family units by identifying strengths and needs and teaching problem solving skills. Services are aimed at preventing further incidents of behavioral, emotional or social disturbance that may lead to out-of-home placement. The Program shall serve the Santa Barbara area and shall be headquartered at 1236 Chapala Street, Santa Barbara, California.
2. **PROGRAM GOALS.**
  - A. Keep families together by reducing crisis in the home environment;
  - B. Prevent out-of-home, out-of-county, or foster placement of the client;
  - C. Reduce “at-risk” behavior such as self-injurious behavior, criminal activity, and substance use;
  - D. Reduce hospitalizations;
  - E. Stabilize the client and family who reside together; and
  - F. Improve the family’s level of functioning and the quality of life for the client through the use of various educational, behavioral and clinical interventions.
3. **SERVICES.** Contractor shall develop, support and empower family units by identifying existing strengths and areas of need, and teaching problem solving skills.
  - A. Contractor shall provide the following services, as needed to Program clients:
    - i. **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.
    - ii. **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;

**EXHIBIT A-1**  
**Statement of Work**  
**Intensive In-Home**

diagnosis; and use of testing procedures, as defined in Title 9 CCR Section 1810.204.

- iii. **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.
- iv. **Rehabilitation.** Rehabilitation is defined as a service activity that includes but is not limited to, assistance in improving, maintaining or restoring a client's or a group of clients' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources, and/or medication education, as defined in Title 9 CCR Section 1810.243.
- v. **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, as defined in Title 9 CCR Section 1810.246.1. Collateral may include, but is not limited to, family counseling with the significant support person(s), consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the client, and consultation and training of the significant support person(s) to assist in better understanding of mental illness. The client need not be present for this service activity. Consultation with other service providers is not considered a Collateral service.
- vi. **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 and may include family therapy at which the client is present.
- vii. **Intensive Care Coordination (ICC).** ICC is a service activity that includes assessing, service planning and implementation; monitoring and adapting; and transition within the guidelines of the Katie A. Core Practice Model.
- viii. **Intensive Home Based Services (IHBS).** IHBS are intensive, individualized and strength-based, needs-driven intervention activities that support the engagement and participation of the child or youth and his/her significant support persons and to help the child or youth develop skills and achieve the goals and objectives of the plan. IHBS are not traditional therapeutic services and are provided within the guidelines of the Katie A. Core Practice Model.

**EXHIBIT A-1**  
**Statement of Work**  
**Intensive In-Home**

- B. Contractor shall utilize a variety of effective evidence based treatment modalities to provide intensive in-home interventions. Intensive in-home interventions may include:
- i. Assisting family members with stress management;
  - ii. Building communication skills;
  - iii. Teaching anger management skills;
  - iv. Teaching and modeling effective parenting skills;
  - v. Working with biological parents and the clients as needed to assist with reunification;
  - vi. Assisting foster families to develop links to community partners and encouraging and empowering families to use those resources. Examples may include clergy, family members, and friend;
  - vii. Developing and guiding parents in behavioral interventions;
  - viii. Using evidence-based practices to identify and reinforce appropriate family roles and relationships;
  - ix. Identifying communication patterns among family members and teaching family members appropriate response and coping mechanisms;
  - x. Utilizing a recovery-oriented strengths-based approach in delivering treatment services.
  - xi. Use of other Behavioral Wellness Community Based Organization (CBOs) or mental health service providers require authorization and review with Behavioral Wellness Team Supervisor or Regional Manager.

**4. OPERATIONS**

**A. Service Intensity.**

- i. Contractor shall provide at least one (1) face-to-face service every week for each client, for an average of four (4) hours of service per week during the course of treatment. Service levels shall be based upon individualized needs of the client and may be adjusted to prevent client's move to a higher level of care.
- ii. Services provided by Contractor under this agreement shall be authorized by County for up to six (6) months upon client's admission into the Program. Additional Program services will require review and approval by the Behavioral Wellness Treatment Team. Behavioral Wellness Team Supervisor will meet monthly with Contractor to discuss cases focusing on the need for potential services, new intakes, and possible discharges. The goal of treatment is to

**EXHIBIT A-1**  
**Statement of Work**  
**Intensive In-Home**

improve the family's functioning and stability so that intensive services are not required beyond the six (6) month authorization.

- iii. **Treatment Location.** The primary service location will be community locations best suited for the client and family's needs (ie, home, parks, schools).
- iv. **Staff-to-Client Caseload Ratios.** The Program shall operate with a staff to client ratio that does not exceed approximately 1 to 10 (10 clients per one (1.0) FTE direct service staff member), but shall not be less than 1 to 7 depending on the intensity of clients' needs, or as otherwise agreed to in writing by Behavioral Wellness.
- v. **Hours of Operation and Staff Coverage.** Contractor shall operate a schedule which shall be flexible to accommodate the client and family, and allow Contractor's staff to meet with the client in their treatment location Monday through Friday, including evenings, and weekends as needed. Contractor is not expected to provide 24/7 availability for crisis response.

**5. CLIENTS AND PROGRAM CAPACITY.**

- A. Contractor shall provide services to clients aged 0 to 21 years, diagnosed with serious emotional disturbance (SED) or Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, Chapter 11, CCR, and to their families..
- B. Contractor shall provide the services described in Section 3 to a minimum caseload of 23 clients. Contractor's caseload may fluctuate if clients shift between the Program and Contractor's Therapeutic Foster Care (HOPE) Program as described in Exhibit A-2. The combined total caseload served by the Program and HOPE shall be a minimum of 85 clients.

**6. ADMISSION CRITERIA.** Clients shall be children and youth who have a diagnosis of SED or Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, Chapter 11, CCR, and assessed at a high level of risk based on County's outcomes and level of care instrument, as directed and referred to Contractor by Behavioral Wellness.

**7. REFERRALS.**

- A. Contractor shall admit clients referred by the Behavioral Wellness Children's Clinic.
- B. Contractor shall respond to referrals and initiate services for those clients that are admitted within five (5) business days.
- C. **Referral Packet.** Contractor shall have shared access to Behavioral Wellness' client file, and shall access the file for each client referred and treated, to review the following:
  - i. A copy of the County referral form.

**EXHIBIT A-1**  
**Statement of Work**  
**Intensive In-Home**

- ii. A client face sheet listing all of the County programs that the client has been admitted to over time, and is currently admitted to, including hospitalizations.
- iii. A copy of the most recent comprehensive assessment or assessment update.
- iv. A copy of the most recent medication record and health questionnaire.
- v. A copy of the currently valid Client Service Plan (see Section 8) indicating the goals for client enrollment in the Program and identifying the Contractor as service provider.
- vi. Client's Medi-Cal Eligibility Database Sheet (MEDS) file printout will be provided to Contractor in the initial Referral Packet.
- vii. Other documents as reasonably requested by County.

**8. CLIENT SERVICE PLAN.**

- A. Behavioral Wellness shall complete an Assessment and Treatment Plan for each client referred to Intensive In-Home Services. Contractor will work with County to develop appropriate Client Service Plan with treatment goals specific to Intensive In-Home services that augment the client's current County Behavioral Health services.
- B. Contractor shall participate in Behavioral Wellness Children's Clinic 30-day review meetings to review Intensive In-Home cases. All cases will be reviewed a minimum of quarterly, to examine client need for continued treatment in the Program.

**9. DISCHARGE PLAN.** Contractor shall work with the Behavioral Wellness Treatment Team to develop a discharge plan that is responsive to the client's needs and personal goals. Contractor shall follow Behavioral Wellness policy and procedures regarding discharges in conformity with Behavioral Wellness's role as the Mental Health Plan

- A. **DISCHARGE CRITERIA.** The appropriateness for client discharge shall be determined on a case by case basis. Criteria for discharge include:
  - i. Treatment goals have been sufficiently met;
  - ii. The determination that the treatment goals have not been met as determined by the Behavioral Wellness Treatment Team and Contractor. The client and family shall be provided with referrals to more appropriate treatment;
  - iii. The determination that significant progress has been made, even if not all goals have been met, such that the client and family no longer require the intensive level of services provided by the Program;
  - iv. The client's request to terminate services; or
  - v. Client and family relocating from the Program's service area.

**EXHIBIT A-1**  
**Statement of Work**  
**Intensive In-Home**

10. **STAFFING REQUIREMENTS.** Contractor shall adhere to the Program staffing requirements outlined below, unless otherwise approved by Behavioral Wellness in writing.
- A. The Program shall include a combination of Contractor and County staff, with County staff assuming responsibility for psychiatric treatment functions (functions performed by a psychiatrist, nurse, or psychiatric technician). County shall provide psychiatric and medication support to Program clients who require these services. County staff shall work in conjunction with Contractor staff to deliver seamless multi-disciplinary treatment, rehabilitation and support services.
  - B. Contractor shall employ direct service staff, as described below. Program staffing levels between the Intensive In-Home and HOPE programs may be adjusted as client volume fluctuates between the two programs.
    - i. 3.2 FTE who shall be at minimum licensed/waivered/registered mental health professionals as described in Title 9, CCR 1810.223 and 1810.254.
    - ii. 0.2 FTE Lead Therapist who shall be licensed/waivered/registered mental health professionals as described in Title 9, CCR 1810.223 and 1810.254. The Lead Therapist may be responsible to provide some direct service to clients.
  - C. In addition, Contractor shall provide approximately 0.6 FTE supervisory or other staff including a Program Director who shall be a licensed/waivered/registered mental health professional as described in Title 9, CCR 1810.223 and 1810.254.

**EXHIBIT A-2**  
**STATEMENT OF WORK**  
**Therapeutic Foster Care “Hope”**

1. **PROGRAM SUMMARY.** The Therapeutic Foster Care HOPE Program (hereafter “the Program”) is a home-based model of intensive mental health service delivery developed to help a child (hereafter “client”) and their foster family to solve problems in the home environment. Program staff demonstrate and implement evidence-based practices with the foster family as a means to improve the client’s behavior and provide structure and routine to the foster home environment. The Program offers intensive, individualized, and if clinically indicated, family and individual counseling services to children and youth and their foster families in community locations best suited for the client and family’s needs. Program staff seek to develop, support and empower family units by identifying strengths and needs and teaching problem solving skills. They also help the child gain emotional regulation and decrease negative behaviors by helping them to address their trauma histories. Services are aimed at preventing further incidents of behavioral, emotional or social disturbance that may lead to removal from the foster home or out-of-county placement. Program services are designed for children and youth and their foster families. The Program shall serve the Lompoc and Santa Barbara areas and shall be headquartered at 1236 Chapala Street, Santa Barbara, California.
2. **PROGRAM GOALS.**
  - A. Keep families together by reducing crisis in the home environment;
  - B. Prevent out-of-county placement of the client;
  - C. Promote reunification of a child to their home;
  - D. Reduce “at-risk” behavior such as self-injurious behavior, criminal activity, and substance use;
  - E. Reduce hospitalizations;
  - F. Stabilize the child and family who reside in residential placement through the foster care system; and
  - G. Improve the family’s level of functioning and the quality of life for the client through the use of various educational, behavioral and clinical interventions.
3. **SERVICES.** Contractor shall develop, support and empower foster family units by identifying existing strengths and areas of need, and teaching problem solving skills.
  - A. Contractor shall provide an array of mental health services, as needed, to Program clients, which may include the following:
    - i. **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;

**EXHIBIT A-2**  
**STATEMENT OF WORK**  
**Therapeutic Foster Care “Hope”**

placement services; and plan development, as defined in Title 9 CCR Section 1810.249.

- ii. **Assessment.** Assessment is designed to evaluate the current status of a client's mental, emotional or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the client's clinical history; analysis of relevant cultural issues and history; diagnosis; and use of testing procedures, as defined in Title 9 CCR Section 1810.204.
- iii. **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.
- iv. **Rehabilitation.** Rehabilitation is defined as a service activity that includes but is not limited to, assistance in improving, maintaining or restoring a client's or a group of clients' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources, and/or medication education, as defined in Title 9 CCR Section 1810.243.
- v. **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 , as defined in Title 9 CCR Section 1810.246.1. Collateral may include, but is not limited to, family counseling with the significant support person(s), consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the client, and consultation and training of the significant support person(s) to assist in better understanding of mental illness. The client need not be present for this service activity. Consultation with other service providers is not considered a Collateral service.
- vi. **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 and may include family therapy at which the client is present.
- vii. **Intensive Care Coordination (ICC).** ICC is a service activity that includes assessing, service planning and implementation; monitoring and adapting; and transition within the guidelines of the Katie A. Core Practice Model, available at [http://cosb.countyofsb.org/uploadedFiles/admhs\\_new/staff\\_and\\_providers/Manuals\\_2015/KatieAManual.pdf](http://cosb.countyofsb.org/uploadedFiles/admhs_new/staff_and_providers/Manuals_2015/KatieAManual.pdf).
- viii. **Intensive Home Based Services (IHBS):** IHBS are intensive, individualized and strength-based, needs-driven intervention activities that support the engagement and participation of the child or youth and his/her significant support persons and to help the child or youth develop skills and achieve the goals and objectives of the plan.

**EXHIBIT A-2**  
**STATEMENT OF WORK**  
**Therapeutic Foster Care “Hope”**

IHBS are not traditional therapeutic services and are provided within the guidelines of the Katie A. Core Practice Model.

- B. Contractor shall utilize a variety of effective evidence-based treatment modalities to provide intensive in-home interventions, which may include:
- i. Assisting foster family members with stress management;
  - ii. Building communication skills;
  - iii. Teaching anger management skills;
  - iv. Teaching and modeling effective parenting skills;
  - v. Working with biological parents and the clients as needed to assist with reunification;
  - vi. Assisting foster families to develop links to community partners and encouraging and empowering families to use those resources. Examples may include clergy, family members, and friends;
  - vii. Developing and guiding parents in behavioral interventions;
  - viii. Using evidence-based practices to identify and reinforce appropriate family roles and relationships;
  - ix. Identifying communication patterns among family members and teaching family members appropriate response and coping mechanisms;
  - x. Utilize a recovery-oriented strengths-based approach in delivering treatment services; and
  - xi. Use of other Behavioral Wellness Community Based Organizations (CBOs) or mental health service providers require authorization and review with Behavioral Wellness Team Supervisor or Regional Manager.

**4. OPERATIONS**

- A. **Service Intensity.** Contractor shall provide at least one (1) face-to-face service every week for each client, for an average of four (4) hours of service per week, during the course of treatment. Service levels shall be based upon individualized needs of the client and may be adjusted to prevent client's move to a higher level of care.
- B. **Treatment Location.** The primary service location will be community locations best suited for the client's and foster family's needs (ie, foster home, parks, schools)..
- C. **Staff to Client Caseload Ratios.** The Program shall operate with a staff to client ratio that does not exceed approximately 1 to 10 (10 clients per one (1.0) FTE direct service staff member), but shall not be less than 1 to 7 depending on the intensity of clients' needs, or as otherwise agreed to in writing.

**EXHIBIT A-2**  
**STATEMENT OF WORK**  
**Therapeutic Foster Care “Hope”**

- D. **Hours of Operation and Staff Coverage.** Contractor shall operate a schedule which shall be flexible to accommodate the client and family, and allow Contractor’s staff to meet with the client in their treatment location Monday through Friday, including evenings, and weekends as needed. Contractor is not expected to provide 24/7 availability for crisis response.

**5. CLIENTS AND PROGRAM CAPACITY.**

- A. Contractor shall provide Program services to Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, Chapter 11, CCR who are residing in foster or residential placement and their foster families regardless if the client is served by Behavioral Wellness Children’s Clinics. County shall only reimburse Contractor for Program services provided to clients who:

- i. Are Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9 CCR, Chapter 11, and assessed at a high level of risk based on County’s outcomes and level of care instrument;

AND

- ii. Have an open case file (episode) entered by Contractor into County’s Management Information System (MIS) system.

- B. Contractor shall provide the services described in Section 3 to a minimum caseload of 30 clients in Lompoc and 30 clients in Santa Barbara. Contractor’s caseload may fluctuate if clients shift between the Program and Contractor’s Intensive In-Home Program as described in Exhibit A-1. The combined total caseload served by the Program and Intensive In-Home shall be a minimum of 85 clients.

**6. ADMISSION CRITERIA**

Clients shall be foster children and youth who have a diagnosis of SED and/or Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9 CCR, Chapter 11; and assessed at a high level of risk based on County’s outcomes and level of care instrument, as directed by Behavioral Wellness.

**7. REFERRALS.**

- A. Contractor shall provide services for client referrals made by the State Department of Social Services (DSS) based on screening assessment and recommendations of Behavioral Wellness Katie. A staff.
- B. Contractor shall respond to referrals and initiate services for those clients that are admitted within five (5) business days.
- C. Client Documentation. Contractor shall have shared access to Behavioral Wellness’ client file, and shall access the file, for each client referred and treated, which shall contain the following items:

**EXHIBIT A-2**  
**STATEMENT OF WORK**  
**Therapeutic Foster Care “Hope”**

- i. **A copy of the County referral form.**
- ii. A client face sheet, listing all of the County programs that the client has been admitted to over time, and is currently admitted to, including hospitalizations.
- iii. A copy of the most recent comprehensive assessment or assessment update.
- iv. A copy of the most recent medication record and health questionnaire.
- v. A copy of the currently valid Client Service Plan (see Section 8) indicating the goals for client enrollment in the Program and identifying the Contractor as a service provider.
- vi. Client's Medi-Cal Eligibility Database Sheet (MEDS).
- vii. Other documents as reasonably requested by County.

**8. CLIENT SERVICE PLAN.**

- A. Contractor shall complete a Client Service Plan and assessments for each client receiving Program services in accordance with the Behavioral Wellness Clinical Documentation Manual.
- B. Contractor shall participate in Behavioral Wellness Children's Clinic 30-day review meetings to review Intensive In-Home cases. All cases will be reviewed a minimum of quarterly, to examine client need for continued treatment in the Program.

**9. DISCHARGE PLAN.** Contractor staff shall work closely with each client to establish a written discharge plan that is responsive to the client's needs and personal goals. Contractor shall follow Behavioral Wellness policy and procedures regarding discharges in conformity with Behavioral Wellness's role as the Mental Health Plan.

- A. **DISCHARGE CRITERIA.** The appropriateness for client discharge shall be determined by Contractor on a case by case basis. Criteria for discharge include:
  - i. Treatment goals have been sufficiently met;
  - ii. The determination that the treatment goals have not been met as determined by Contractor. The client shall be provided with referrals to more appropriate treatment;
  - iii. The determination that significant progress has been made, even if not all goals have been met, such that the client and family no longer require the intensive level of services provided by the Program;
  - iv. The client's request to terminate services; or
  - v. Client and family relocating out of the Program's service area.

**EXHIBIT A-2**  
**STATEMENT OF WORK**  
**Therapeutic Foster Care “Hope”**

10. **STAFFING REQUIREMENTS.** Contractor shall adhere to the Program staffing requirements outlined below, unless otherwise approved by Behavioral Wellness in writing. Amendments to these requirements do not require a formal amendment to this Agreement, but shall be agreed to in writing by the Designated Representatives or Designees.
- A. The Program shall be staffed as described below. Program staffing levels between the Intensive In-Home and HOPE programs may be adjusted as client volume fluctuates between the two programs.
    - i. 6.8 FTE Child and Family Specialists or Therapists who shall be licensed/waivered/registered mental health professionals as described in Title 9, CCR 1810.223 and 1810.254.
    - ii. 0.5 FTE Lead Therapist who shall be licensed/waivered/registered mental health professionals as described in Title 9, CCR 1810.223 and 1810.254. The Lead Therapist or Manager may be responsible to provide some direct service to clients.
  - B. In addition, Contractor shall provide approximately 0.9 FTE supervisory or other staff including a Program Director, who shall be licensed/waivered/registered mental health professionals as described in Title 9, CCR Sections 1810.223 and 1810.254.

**EXHIBIT A-3**  
**STATEMENT OF WORK**  
**SPIRIT**

1. **PROGRAM SUMMARY.** The SPIRIT program (hereafter “the Program”) is designed to serve children (hereafter “clients”) and their families who are underserved and are at risk for high level out-of-county residential placement. The Program operates on a community-based Wraparound model, utilizing a “Whatever It Takes” approach to identify and integrate thoughtful, responsive and creative interventions for the clients and their families. The Program operates Teams comprised of County and Contractor staff located at each of the Behavioral Wellness Children’s Clinics in Lompoc, Santa Barbara and Santa Maria. The collaboration between County and Contractor allows the Program to provide a full service partnership for clients, where clients receive a full spectrum of services in order to achieve the goals identified in their individualized Client Service Plan. Contractor’s Lompoc Program shall be located at 401 E. Ocean Ave, Lompoc; Contractor’s Santa Barbara Program shall be located at 429 North San Antonio Road, Santa Barbara; Contractor’s Santa Maria Program shall be located at 500 West Foster Road, Santa Maria, California.
2. **PROGRAM GOALS.**
  - A. Maintain the client in their homes and communities whenever possible;
  - B. Support the client’s ability to adapt and cope with changing life circumstances;
  - C. Define and refine family strengths, culture, vision and needs;
  - D. Prioritize family needs to create a plan that will help meet those needs; and
  - E. Carry out the Client Service Plan one need at a time until the client no longer requires Program supports because the family’s vision has been achieved.
3. **SERVICES.** Contractor shall provide an array of mental health services, as needed, to Program clients and their families throughout Santa Barbara County, which may or may not include the following services:
  - A. **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.
  - B. **Assessment.** Assessment is designed to evaluate the current status of a client’s mental, emotional or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the client’s clinical history; analysis of relevant cultural issues and history; diagnosis; and use of testing procedures, as defined in Title 9 CCR Section 1810.204.
  - C. **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.

**EXHIBIT A-3**  
**STATEMENT OF WORK**  
**SPIRIT**

- D. **Rehabilitation.** Rehabilitation is defined as a service activity that includes but is not limited to, assistance in improving, maintaining or restoring a client's or a group of clients' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources, and/or medication education, as defined in Title 9 CCR Section 1810.243.
- E. **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, as defined in Title 9 CCR Section 1810.246.1. Collateral may include, but is not limited to, family counseling with the significant support person(s), consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the client, and consultation and training of the significant support person(s) to assist in better understanding of mental illness. The client need not be present for this service activity. Consultation with other Service Providers is not considered a Collateral service.
- F. **Crisis Intervention.** Crisis intervention is a service lasting less than 24 hours, to or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit, as defined in Title 9 CCR Section 1810.209. Service activities include, but are not limited to: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site and staffing requirements as defined in Sections 1840.338 and 1840.348 (CCR). Contractor shall be available 24 hours per day, 7 days per week to provide crisis intervention services.
- G. **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 and may include family therapy at which the client is present.
- H. **Intensive Care Coordination (ICC).** ICC is a service activity that includes assessing, service planning and implementation; monitoring and adapting; and transition within the guidelines of the Katie A. Core Practice Model, available at [http://cosb.countyofsb.org/uploadedFiles/admhs\\_new/staff\\_and\\_providers/Manuals\\_2015/KatieAManual.pdf](http://cosb.countyofsb.org/uploadedFiles/admhs_new/staff_and_providers/Manuals_2015/KatieAManual.pdf).
- I. **Intensive Home Based Services (IHBS).** IHBS are intensive, individualized and strength-based, needs-driven intervention activities that support the engagement and participation of the child or youth and his/her significant support persons and to help the child or youth develop skills and achieve the goals and objectives of the plan. IHBS are not traditional therapeutic services and are provided within the guidelines of the Katie A. Core Practice Model.

**EXHIBIT A-3**  
**STATEMENT OF WORK**  
**SPIRIT**

**4. SERVICE INTENSITY AND TREATMENT LOCATIONS.**

**A. Service Intensity.**

- i. Services shall be authorized by County on a case by case basis for twelve to eighteen (12 – 18) months upon client's admission into the Program.
- ii. Services beyond the initial treatment period will be provided in accordance with the Behavioral Wellness Client Service Plan.

**B. Treatment Location.** Services shall be provided in the community. A Team shall be located at each of the County Behavioral Wellness Children's Clinics located in Lompoc, Santa Barbara and Santa Maria.

**5. CLIENTS AND PROGRAM CAPACITY.**

**A.** Contractor shall provide Program services to clients diagnosed with serious emotional disturbance (SED) and/or Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, Chapter 11, CCR and their families. Clients must be served by Behavioral Wellness Children's clinics in order to be eligible for the Program. Program clients shall be at risk for, or returning from out-of-home placement.

**B.** Contractor shall provide the services described in Section 3 to an average caseload of 15 clients per team, for a total of 45 clients.

**6. REFERRALS.** Contractor shall admit clients who have a case file (episode) open to the Behavioral Wellness Children's Clinic and are referred by the Behavioral Wellness SPIRIT Facilitator.

**7. DOCUMENTATION REQUIREMENTS.**

**A.** Contractor shall have shared access to Behavioral Wellness' client file, and shall access the record for each client referred and treated.

**B. Client Service Plan.** The Team shall complete a Client Service Plan and assessments for each client receiving Program services in accordance with the Behavioral Wellness Clinical Documentation Manual.

**8. DISCHARGE PLAN.** The Behavioral Wellness Treatment team shall work in concert with Program staff to develop a written discharge plan that is responsive to the client's needs and personal goals. Contractor shall follow Behavioral Wellness policy and procedures regarding discharges in conformity with Behavioral Wellness's role as the Mental Health Plan.

**A. DISCHARGE CRITERIA.** The appropriateness for client discharge shall be determined on a case by case basis. Criteria for discharge include:

- i. Treatment goals have been sufficiently met;

**EXHIBIT A-3**  
**STATEMENT OF WORK**  
**SPIRIT**

- ii. The determination that the treatment goals have not been met as determined by the Behavioral Wellness Treatment Team. The client and family shall be provided with referrals to more appropriate treatment;
  - iii. The determination that significant progress has been made, even if not all goals have been met, such that the client and family no longer require the intensive level of services provided by the Program;
  - iv. The client's request to terminate services; or
  - v. Client and family relocating out of the Program's service area.
9. **STAFFING REQUIREMENTS.** The Program shall include a combination of Contractor and County staff. Contractor shall adhere to the Program staffing requirements outlined below, unless otherwise approved by Behavioral Wellness in writing. Amendments to these requirements do not require a formal amendment to this Agreement, but shall be agreed to in writing by the Designated Representatives or Designees.
- A. Contractor shall provide 3.0 FTE Child and Family Specialists who shall be Qualified Mental Health Workers (QMHW). QMHWs are individuals who hold a college degree in a field related to mental health, including child development, child psychology, counseling and guidance, counseling psychology, early childhood education, human services, social psychology, social science, social welfare, social work, sociology, or another discipline determined by the Mental Health Plan Director or designee to have mental health application:
- i. Staff with an Associate's degree must have the equivalent of two years full-time experience in a mental health setting in the areas of psycho-social functioning, social adjustment, vocational adjustment, or a combination thereof;
  - ii. Staff with a Bachelor's degree must have the equivalent of one year fulltime experience in a mental health setting in the areas of psycho-social functioning, social adjustment, vocational adjustment, or a combination thereof; or
  - iii. No experience is required for staff with a Master's or Doctoral degree in a related field as described in Section 9.A. herein.
- One (1.0) FTE Child and Family Specialist shall be assigned to each of the three Behavioral Wellness Children's Clinics located in Lompoc, Santa Barbara and Santa Maria.
- In addition, Contractor shall provide supervisory or other staff including a Program Director who shall be a licensed/waivered/registered mental health professional as described in Title 9, CCR 1810.223 and 1810.254.
- B. County shall employ Facilitators and Parent Partners who, along with the Contractor's staff, will comprise the Program's Team. County staff shall work in conjunction with Contractor staff to assure provision of seamless multi-disciplinary treatment, rehabilitation and support services.

**EXHIBIT A-3**  
**STATEMENT OF WORK**  
**SPIRIT**

- C. Contractor shall obtain Behavioral Wellness approval prior to altering any of the staffing disciplines or specialties or number of staff.

**Exhibit A-4**  
**Statement of Work**  
**Managed Care Mental Health/Brief Therapy**

1. **PROGRAM SUMMARY.** Managed Care Mental Health/Brief Therapy (hereafter “the Program”) is designed to serve children (hereafter “clients”), who are Medi-Cal beneficiaries that meet medical necessity criteria as defined in Title 9, California Code of Regulations (CCR) Section 1830.210, and their families. The Program shall provide clients and their families with brief therapy which is time-limited and problem focused and is not intended to be long-term treatment. The Program shall serve the Santa Barbara area and shall be located at 1236 Chapala Street, Santa Barbara, California.
2. **PROGRAM GOALS.**
  - A. Maintain the client in their homes and communities whenever possible;
  - B. Support the client’s ability to adapt and cope with changing life circumstances;
  - C. Define and refine family strengths, culture, vision and needs;
  - D. Prioritize family needs to create a plan that will help meet those needs; and
  - E. Carry out the Client Service Plan (see Section 7) until the client no longer requires Program supports because the family’s vision has been achieved.
3. **SERVICES.** The Contractor shall provide the following services to Program clients and their families:
  - A. Contractor shall utilize a variety of effective evidence based treatment modalities and other promising practices known to be effective with the population served;
  - B. Contractor shall provide an array of the following services as needed, to Program clients:
    - i. **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.
    - ii. **Assessment.** Assessment is designed to evaluate the current status of a client’s mental, emotional or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the client’s clinical history; analysis of relevant cultural issues and history; diagnosis; and use of testing procedures, as defined in Title 9 CCR Section 1810.204.
    - iii. **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.

**Exhibit A-4**  
**Statement of Work**  
**Managed Care Mental Health/Brief Therapy**

- iv. **Rehabilitation.** Rehabilitation is defined as a service activity that includes but is not limited to, assistance in improving, maintaining or restoring a client's or a group of clients' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources, and/or medication education, as defined in Title 9 CCR Section 1810.243.
- v. **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, as defined in Title 9 CCR Section 1810.246.1. Collateral may include, but is not limited to, family counseling with the significant support person(s), consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the client, and consultation and training of the significant support person(s) to assist in better understanding of mental illness. The client need not be present for this service activity. Consultation with other service providers is not considered a Collateral service.
- vi. **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 and may include family therapy at which the client is present.

**4. SERVICE INTENSITY AND TREATMENT LOCATIONS.**

**A. Service Intensity.**

- i. Services provided by Contractor under this agreement shall be authorized by County on a case by case basis upon Contractor's submission of a medical necessity attestation to the Behavioral Wellness Quality Care Management (QCM) Division. The initial authorization shall be 16 sessions for children, or 10 sessions for adults, or as otherwise authorized by the Behavioral Wellness QCM Division upon receipt of the medical necessity attestation.
- ii. In no event shall more than 30 total sessions be authorized for any one client, the length of treatment in the Program shall not exceed six (6) months, unless otherwise authorized in advance by the Behavioral Wellness QCM Division.

**B. Treatment Location.** Services shall be provided primarily at Contractor's offices. Services may be provided at the client's home or in the community as needed.

5. **CLIENTS.** Contractor shall provide Program services to clients diagnosed with serious emotional disturbance (SED) or Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, CCR Chapter 11, and their families.

**6. REFERRALS.**

**Exhibit A-4**  
**Statement of Work**  
**Managed Care Mental Health/Brief Therapy**

Contractor shall admit clients who are referred by Behavioral Wellness. Contractor may provide services to clients who individually request services with no referral source, but must obtain authorization from Behavioral Wellness QCM before providing services, regardless of the referral status.

**7. DOCUMENTATION REQUIREMENTS.**

A. **Client Service Plan.** Contractor shall complete a Client Service Plan and assessments for each client receiving Program services in accordance with the Behavioral Wellness Clinical Documentation Manual.

B. **Client Documentation.** Contractor shall maintain the following client documentation within its electronic files, for each client referred and treated:

- i. Client assessment.
- ii. Supporting progress note documentation.

8. **DISCHARGE PLAN.** Contractor shall develop a Discharge Plan that is responsive to the client's needs and personal goals. Contractor shall follow Behavioral Wellness policy and procedures regarding discharges in conformity with Behavioral Wellness's role as the Mental Health Plan.

A. **DISCHARGE CRITERIA.** The appropriateness for client discharge shall be determined on a case by case basis. Criteria for discharge include:

- i. Treatment goals have been sufficiently met;
- ii. The determination that the treatment goals have not been met. Contractor shall provide the client and family with referrals to more appropriate treatment;
- iii. The determination that significant progress has been made, even if not all goals have been met, such that the client and family no longer require the level of services provided by the Program;
- iv. The client's request to terminate services; or
- v. Client and family relocating out of the Program's service area.

**Exhibit A-5**  
**Statement of Work**

**MHSA PEI Early Childhood Mental Health**

1. **PROGRAM SUMMARY.** The Program, funded through the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Early Childhood Mental Health Services component, shall provide mental health services to address early childhood mental health issues for children aged prenatal to five years and their families, through a comprehensive array of services provided primarily in client's homes. The Program will apply the Healthy Families America (HFA) model available at <http://www.healthyfamiliesamerica.org/publications/download.shtml>, which includes multidisciplinary teams providing home visitation and mental health services to young children who are at risk for social emotional issues and abuse, and their parents. The Program will serve the Santa Barbara, Lompoc, and Santa Maria regions of Santa Barbara County and will be headquartered at 1236 Chapala St., Santa Barbara, California. The Lompoc and Santa Maria programs will be co-located with the Lompoc and Santa Maria Children's clinics, respectively.
2. **PROGRAM GOALS.**
  - A. Enhance optimal child health and development;
  - B. Promote positive parenting practices;
  - C. Prevent child abuse and neglect;
  - D. Provide services that are comprehensive, focusing on supporting the parent as well as supporting parent-child interaction and child development; and
  - E. Provide each family with linkage to a medical provider and additional resources as appropriate.
3. **SERVICES.** The Contractor shall provide an appropriate combination of services to meet each client's specific needs and preferences.
  - A. Specific services to be provided within this program include: Child Parent Psychotherapy (CPP) program; Postpartum Depression screening and support; Trauma Focused Cognitive Behavioral Therapy (TFCBT); Parent-Child Interaction Therapy (PCIT), and other evidence-based practices as clinically indicated.
  - B. The Program shall provide the following mental health services, as defined in Title 9 CCR, to clients and their families throughout Santa Barbara County:
    - i. **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.
    - ii. **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,

## Exhibit A-5 Statement of Work

### MHSA PEI Early Childhood Mental Health

one or more of the following: mental status determination; analysis of the client's clinical history; analysis of relevant cultural issues and history; diagnosis; and use of testing procedures, as defined in Title 9 CCR Section 1810.204.

- iii. **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.
- iv. **Rehabilitation.** Rehabilitation is defined as a service activity that includes but is not limited to, assistance in improving, maintaining or restoring a client's or a group of clients' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources, and/or medication education, as defined in Title 9 CCR Section 1810.243.
- v. **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, as defined in Title 9 CCR Section 1810.246.1. Collateral may include, but is not limited to, family counseling with the significant support person(s), consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the client, and consultation and training of the significant support person(s) to assist in better understanding of mental illness. The client need not be present for this service activity. Consultation with other service providers is not considered a Collateral service.
- vi. **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 and may include family therapy at which the client is present.
- vii. **Intensive Care Coordination (ICC).** ICC is a service activity that includes assessing, service planning and implementation; monitoring and adapting; and transition within the guidelines of the Katie A. Core Practice Model, available at [http://cosb.countyofsb.org/uploadedFiles/admhs\\_new/staff\\_and\\_providers/Manuals\\_2015/KatieAManual.pdf](http://cosb.countyofsb.org/uploadedFiles/admhs_new/staff_and_providers/Manuals_2015/KatieAManual.pdf).
- viii. **Intensive Home Based Services (IHBS).** IHBS are intensive, individualized and strength-based, needs-driven intervention activities that support the engagement and participation of the child/youth and his/her significant support persons and to help the child/youth develop skills and achieve the goals and objectives of the plan. IHBS are not traditional therapeutic services and are provided within the guidelines of the Katie A. Core Practice Model.

**Exhibit A-5**  
**Statement of Work**

**MHSA PEI Early Childhood Mental Health**

- C. The Program services shall include parenting education and support; family assessment and screening; developmental screening; father support services and counseling for Postpartum Depression;
- D. Contractor shall partner with clients and collaborate with other service providers to promote coordinated systems of care.

**4. SERVICE INTENSITY AND TREATMENT LOCATION**

- A. **Length of Stay.** The average length of treatment for children and families enrolled in the Program is 6-12 months, although the duration shall be individually based on the unique needs of the child and family.
- B. **Treatment Location.** Program services will be provided in the community and primarily in client's homes.

**5. CLIENTS AND PROGRAM CAPACITY.**

- A. Persons served by the Program are children, aged prenatal to five years, and their families in Santa Barbara County within these priority populations: trauma-exposed individuals, children and youth in stressed families, children and youth at risk for school failure and underserved cultural populations.
- B. Contractor shall provide the services described in Section 3 to at least 125 families per year; consisting of at least 45 families in Santa Barbara, 40 families in Lompoc, and 40 families in Santa Maria.

**6. REFERRALS.**

- A. Contractor shall admit clients who meet criteria for the Program and are referred by the County or community resources.
- B. **Referral Packet.** Contractor shall receive a referral packet for each client referred and treated. Any items that are available in the in the Behavioral Wellness Medical Record system shall be shredded by Contractor upon opening the client to the program. The referral packet shall include:
  - i. A client face sheet listing all of the programs that the client has been admitted to over time, and is currently admitted to, including hospitalizations.
  - ii. A copy of the most recent comprehensive assessment or assessment update.
  - iii. A copy of an updated Client Service Plan with the Contractor added as a provider of service.
  - iv. A copy of the most recent medication record and health questionnaire.

- 7. **DISCHARGE CRITERIA.** The appropriateness for client discharge or transfer to less intensive services shall be determined on a case by case basis. This section shall not be construed to supersede the scope, frequency and duration of services. Criteria for discharge

**Exhibit A-5**  
**Statement of Work**

**MHSA PEI Early Childhood Mental Health**

or transfer to less intensive services include:

- A. Treatment goals have been sufficiently met;
  - B. The determination that the treatment goals have not been met as determined by the treatment team. The client and family shall be provided with referrals to more appropriate treatment;
  - C. The determination that significant progress has been made, even if not all goals have been met, such that the client and family no longer require the specialized level of services provided by the Program;
  - D. The client or family requests to terminate services; or
  - E. Client and family relocating out of the Program's service area.
8. **STAFFING REQUIREMENTS.** Contractor shall adhere to the Program staffing requirements outlined below, unless otherwise approved by Behavioral Wellness in writing.
- A. The Program shall include qualified bilingual and bicultural clinicians and staff able to meet the diverse needs represented in the local community. Forty percent (40%) of staff hired to work in the Program shall be bilingual and bicultural, per MHSA requirements. As needed, the Program shall have access to qualified translators and translator services, experienced in behavioral healthcare, appropriate to the needs of the clients served.
  - B. Contractor shall employ staff as described below, or as otherwise approved in writing by Behavioral Wellness:
    - i. 2.8 FTE Home Visitors who shall be Qualified Mental Health Workers (QMHW) to provide perinatal support and PCIT. QMHWs are individuals who hold a college degree in a field related to mental health, including child development, child psychology, counseling and guidance, counseling psychology, early childhood education, human services, social psychology, social science, social welfare, social work, sociology, or another discipline determined by the Mental Health Plan Director or designee to have mental health application:
      - a. Staff with an Associate's degree must have the equivalent of two years full-time experience in a mental health setting in the areas of psycho-social functioning, social adjustment, vocational adjustment, or a combination thereof;
      - b. Staff with a Bachelor's degree must have the equivalent of one year fulltime experience in a mental health setting in the areas of psycho-social functioning, social adjustment, vocational adjustment, or a combination thereof;
      - c. No experience is required for staff with a Master's or Doctoral degree in a related field as described in Section 8.B. herein.

**Exhibit A-5**  
**Statement of Work**

**MHSA PEI Early Childhood Mental Health**

- ii. 2.0 FTE therapists, who shall be at minimum QMHWs as described in Section 8.B.i. above, or licensed/ waived/registered mental health professionals as described in Title 9, CCR 1810.223 and 1810.254; the Lead Therapist or Manager may be responsible to provide some direct service to clients.
- iii. Contractor shall provide approximately a total of .02 FTEs for supervisory staff comprised of a Program Director and Chief Program Officer, who shall be licensed/waivered/registered mental health professionals as described in Title 9, CCR 1810.223 and 1810.254.
- iv. Contractor shall also provide approximately 0.2 FTE Support Staff.

**C. Training**

- i. Contractor shall provide training to staff regarding working with children aged prenatal to five years and their families.
- ii. Contractor shall provide training to staff regarding the Healthy Families America model, PCIT, TFCBT and training specific to staff roles as they relate to the Program model, including family assessment and home visitation.
- iii. Contractor shall provide basic training to all staff in areas such as cultural competency, substance abuse, reporting child abuse, domestic violence, drug-exposed infants and services in their community.

**9. CLIENT AND FAMILY MEMBER EMPOWERMENT.** In addition to the requirements listed in Exhibit A-MH, Section 9, Contractor shall adhere to the following:

- A. Contractor agrees to actively support and promote Consumer empowerment and commits to make a reasonable effort to ensure client or family member representation on the Board of Directors.
- B. Contractor will advance client and family member participation at all levels by working with the Behavioral Wellness Consumer Empowerment Manager, Behavioral Wellness Division Chief, MHSA, and the Consumer and Family Member Advisory Committee.
- C. Contractor will provide Bi-Annual program, outcome and client and family member satisfaction updates.

**EXHIBIT A-6**  
**Statement of Work**  
**Medi-Cal Early Childhood Specialty Mental Health Services**

1. **PROGRAM SUMMARY.** The Early Childhood Specialty Mental Health Services program (hereafter “the Program”) provides mental health services to Medi-Cal beneficiaries aged birth through seven years of age (hereafter “clients”), who are experiencing emotional, social and behavioral difficulties, and their families. These services provide family focused early intervention to low-income families who may not otherwise have access to these services. In addition, the Program will provide evaluation for sub class inclusion for 0-7 year old Katie A. referrals and provide necessary mental health services to these children, referred by Child Welfare Services (CWS), as delineated in the Katie A. Core Practice Model Guide, available at [http://cosb.countyofsb.org/uploadedFiles/admhs\\_new/staff\\_and\\_providers/Manuals\\_2015/KatieAManual.pdf](http://cosb.countyofsb.org/uploadedFiles/admhs_new/staff_and_providers/Manuals_2015/KatieAManual.pdf). The Program serves North and South Santa Barbara County. The Program headquarters shall be 218 W. Carmen Lane Suite 107-108, Santa Maria, California.
2. **PROGRAM GOALS.**
  - A. Diminish client impairment or prevent significant deterioration in an important area of client’s life functioning; and
  - B. Allow the client to progress developmentally as individually appropriate.
3. **SERVICES.** Contractor shall provide the following services as defined in California Code of Regulations (CCR), Title 9:
  - A. **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.
  - B. **Assessment.** Assessment is designed to evaluate the current status of a client’s mental, emotional or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the client’s clinical history; analysis of relevant cultural issues and history; diagnosis; and use of testing procedures, as defined in Title 9 CCR Section 1810.204.
  - C. **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.
  - D. **Rehabilitation.** Rehabilitation is defined as a service activity that includes but is not limited to, assistance in improving, maintaining or restoring a client’s or a group of clients’ functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources, and/or medication education, as defined in Title 9 CCR Section 1810.243.

**EXHIBIT A-6**  
**Statement of Work**  
**Medi-Cal Early Childhood Specialty Mental Health Services**

- E. **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, as defined in Title 9 CCR Section 1810.246.1. Collateral may include, but is not limited to, family counseling with the significant support person(s), consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the client, and consultation and training of the significant support person(s) to assist in better understanding of mental illness. The client need not be present for this service activity. Consultation with other service providers is not considered a Collateral service.
- F. **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 and may include family therapy at which the client is present.
- G. **Intensive Care Coordination (ICC).** ICC is a service activity that includes assessing, service planning and implementation; monitoring and adapting; and transition within the guidelines of the Katie A. Core Practice Model.
- H. **Intensive Home Based Services (IHBS).** IHBS are intensive, individualized and strength-based, needs-driven intervention activities that support the engagement and participation of the child/youth and his/her significant support persons and to help the child/youth develop skills and achieve the goals and objectives of the plan. IHBS are not traditional therapeutic services and are provided within the guidelines of the Katie A. Core Practice Model.

**4. OPERATIONS.**

- A. **Length of Stay.** The average length of stay in the Program will be six (6) months to twelve (12) months. Authorization beyond 6 months requires Behavioral Wellness QCM review.
- B. **Treatment Location.** The primary service location shall be the Contractor's facility, client's home or in the community.
- C. **Staff Caseload Ratio.** The Program shall operate with a staff to client ratio that does not exceed approximately 1 to 15 (15 clients to 1.0 FTE staff member) or higher as approved by County.

**5. CLIENTS AND PROGRAM CAPACITY.**

- A. Contractor shall provide Program services to clients aged birth through seven years who are Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, CCR Chapter 11, and their families.

**EXHIBIT A-6**  
**Statement of Work**  
**Medi-Cal Early Childhood Specialty Mental Health Services**

- B. Contractor shall provide the services described in Section 3 to an average caseload of approximately 140 clients. In addition to the 140 clients, approximately 115 clients will be evaluated for Katie A. subclass inclusion during the initial phase of screening.

**6. AUTHORIZATION.**

- A. Contractor shall submit an Authorization Request and medical necessity attestation prior to service delivery to Behavioral Wellness Quality Care Management Division (QCM). Contractor will notify County in advance of clients identified as having specialty mental health needs beyond the six month length of stay for authorization review. These clients will be assessed by Behavioral Wellness QCM to determine most appropriate services such as continued treatment in the Program or referral to other services.
- B. Contractor shall verify whether clients have a case file open with an agency that provides similar services and, in such cases, Contractor shall provide justification to the Behavioral Wellness QCM Division, as an attachment to the Authorization Request, for the services Contractor proposes to provide to the client.

**7. REFERRALS.**

- A. Contractor shall admit clients referred by the County or community resources for clients who are authorized to receive services as described in the Section 6, Authorization.
- B. **Referral Packet.** Contractor shall receive a referral packet for each client referred and treated. Any items that are available in the in the Behavioral Wellness Medical Record system shall be shredded by Contractor upon opening the client to the program. The referral packet shall include:
- i. A client face sheet listing all of the programs that the client has been admitted to over time, and is currently admitted to, including hospitalizations.
  - ii. A copy of the most recent comprehensive assessment or assessment update.
  - iii. A copy of an updated Client Service Plan (as described in Section 8) with the Contractor added as a provider of service, and Katie A. Addendum if indicated.
  - iv. A copy of the most recent medication record and health questionnaire.
  - v. Client's Medi-Cal Eligibility Database Sheet (MEDS) file printout, as provided to Contractor in the initial Referral Packet. Thereafter, it will be Contractor's responsibility to verify continued Medi-Cal eligibility.

8. **DOCUMENTATION REQUIREMENTS.** Contractor shall complete a Client Service Plan and assessments for each client receiving Program services in accordance with the Behavioral Wellness Clinical Documentation Manual.

9. **DISCHARGE CRITERIA.** The appropriateness for client discharge shall be determined on a case by case basis. Criteria for discharge include:

**EXHIBIT A-6**  
**Statement of Work**  
**Medi-Cal Early Childhood Specialty Mental Health Services**

- A. Treatment goals have been sufficiently met;
  - B. The determination that the treatment goals have not been met as determined by Contractor. The client and family shall be provided with referrals to more appropriate treatment;
  - C. The determination that significant progress has been made, even if not all the goals have been met, such that the client and family no longer require the level of services provided by the Program;
  - D. The client's request to terminate services; or
  - E. Client and family relocating out of the Program's service area.
10. **STAFFING REQUIREMENTS.** The Program shall be staffed, as follows, or as otherwise approved by Behavioral Wellness in writing:
- A. 11.3 FTE who shall be at minimum Qualified Mental Health Workers (QMHW), including at least 1.5 FTE licensed/waivered/registered mental health professionals as described in Title 9, CCR 1810.223 and 1810.254. QMHWs are individuals who hold a college degree in a field related to mental health, including child development, child psychology, counseling and guidance, counseling psychology, early childhood education, human services, social psychology, social science, social welfare, social work, sociology, or another discipline determined by the Mental Health Plan Director or designee to have mental health application:
    - i. Staff with an Associate's degree must have the equivalent of two years full-time experience in a mental health setting in the areas of psycho-social functioning, social adjustment, vocational adjustment, or a combination thereof;
    - ii. Staff with a Bachelor's degree must have the equivalent of one year fulltime experience in a mental health setting in the areas of psycho-social functioning, social adjustment, vocational adjustment, or a combination thereof;
    - iii. No experience is required for staff with a Master's or Doctoral degree in a related field described in Section 10.A.
  - B. 0.6 FTE Clinical Supervisor shall be a Licensed Clinician who shall be licensed/waivered/registered mental health professionals as described in Title 9, CCR 1810.223 and 1810.254. The Lead Therapist or Manager may be responsible to provide some direct service to clients;
  - C. In addition, Contractor shall provide approximately a total of 0.9 FTE supervisory staff comprised of a Program Director and Chief Program Officer who shall be licensed/waivered/registered mental health professionals as described in Title 9, CCR 1810.223 and 1810.254.
  - D. Contractor shall also provide approximately 0.9 FTE Support Staff.

## ATTACHMENT A

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

The Santa Barbara County Department of Behavioral Wellness is Santa Barbara County's Medi-Cal Mental Health Plan (MHP) and has established standards for Assessments, Plans of Care, and Progress Notes, as detailed in the Behavioral Wellness Clinical Documentation Manual, for all organizational, individual, and group providers furnishing Specialty Mental Health Services. This Attachment A and the Behavioral Wellness Clinical Documentation Manual available at <http://countyofsb.org/behavioral-wellness>, incorporated herein by reference, provides minimum standards for all services provided under this Agreement, unless a stricter standard is provided in the Exhibit A(s) to this Agreement.

#### 1. 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 grievance and appeal forms with MHP self-addressed envelopes to be used to send grievances or appeals to Behavioral Wellness Quality Care Management 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 one cultural competency training per fiscal year and shall submit evidence of completed trainings – including a training summary and attendance sheets – for the purpose of reporting to the Behavioral Wellness Systems Training 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 Behavioral Wellness 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 Care 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

## ATTACHMENT A

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 Behavioral Wellness' 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 Care Management Manager within 30 calendar days to identify barriers to compliance. If an 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: The County Mental Health Plan, Contract 12-89394, between the State of California, Department of Health Care Services and Behavioral Wellness, available at <http://countyofsb.org/behavioral-wellness>.

**ATTACHMENT D**  
**Organizational Service Provider Site Certification**

(Applicable to programs described in Exhibits A-1 to A-6)

**COMPLIANCE REQUIREMENTS**

1. In order to obtain site certification as a Medi-Cal provider, Contractor must be able to demonstrate compliance with the following requirements:
  - 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. Contractor shall provide a copy of a current fire clearance to Quality Care Management.
  - 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 clients 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 County Mental Health Plan, Contract 12-89394 between Behavioral Wellness and DHCS, 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 Medi-Cal 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, in accordance with Title 9 California Code of Regulations Sections 622-630.
  - J. For Contractors that provide or store medications, the Contractor stores and dispenses medications in compliance with all pertinent State and Federal standards, specifically:
    - i. All drugs obtained by prescription are labeled in compliance with Federal and State laws. Prescription labels may be altered only by authorized personnel.

**ATTACHMENT D**  
**Organizational Service Provider Site Certification**

- ii. Drugs intended for external use only or food stuffs are stored separately from drugs for internal use.
  - iii. 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. Any room or refrigerator used to store drugs must be equipped with a thermometer.
  - iv. Drugs are stored in a locked area with access limited only to those medical personnel authorized to prescribe, dispense, or administer medication.
  - v. Drugs are not retained after the expiration date. IM (Intramuscular) multi-dose vials are to be dated and initialed when opened.
  - vi. 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.
  - vii. Contractor's Policies and Procedures manual addresses the issues of dispensing, administration and storage of all medications.
2. **CERTIFICATION** - On-site certification is required every three (3) years. Additional certification reviews may be necessary if:
- A. The Contractor makes major staffing changes.
  - B. The Contractor makes organizational and/or corporate structural changes (i.e., conversion from non-profit status).
  - C. The Contractor adds Day Treatment or Medication Support services requiring medications to be administered or dispensed from Contractor's site.
  - D. There are significant changes in the physical plant of the provider site (some physical plant changes could require new fire clearance).
  - E. There is a change of ownership or location.
  - F. There are complaints regarding the Contractor.
  - G. There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.

On-site certification is not required for hospital outpatient departments which are operating under the license of the hospital. Services provided by hospital outpatient departments may be provided either on the premises or offsite.

# ATTACHMENT E

## Program Goals, Outcomes, and Measures

Children's Program Evaluation							
Program Goals	Outcomes	CALM					
		IIH	SPIRIT	HOPE	Managed Care	ECSMH	ECMH
❖ Provide mental health and substance abuse services for children and their families in order to prevent out-of-home and out-of-county placements	Maintain 100% children in their homes or community and the number of new out-of-primary home placements (county and out-of-county) per year at X.	0	2 or less	0	2 or less	0	0
❖ Assist children in their mental health recovery process and with developing the skills necessary to lead healthy and productive lives	<p>Improved quality of life for children and engagement in and/or maintenance of mental health treatment activities:</p> <ul style="list-style-type: none"> <li>✓ Maintain the percent of clients employed, enrolled in school or training, or volunteering per quarter at 100% (if applicable).</li> <li>✓ 95% of all clients will have at least one completed CANS.</li> <li>✓ Clients with two or more CANS will demonstrate a 10% improvement in each of the 6 primary CANS domains (measurement to begin Jan 1, 2017).</li> <li>✓ Maintain the percent of clients that become incarcerated in juvenile hall/jail per quarter at X% or less.</li> <li>✓ Maintain the average number of psychiatric inpatient admissions per quarter at X% or less per program per quarter.</li> <li>✓ Reduce homelessness by maintaining the percent of clients with stable/permanent housing at X% or more.</li> </ul>	100%	100%	100%	100%	N/A	N/A
		95%	95%	N/A	N/A	N/A	N/A
		10%	10%	N/A	N/A	N/A	N/A
		4%	3%	1%	N/A	N/A	N/A
		5%	5%	5%	2 or less	N/A	N/A
		96%	97%	61%	100%	100	100

## ATTACHMENT E

### Program Goals, Outcomes, and Measures

Children's Program Evaluation							
Program Goals	Outcomes	CALM					
		IIH	SPIRIT	HOPE	Managed Care	ECSMH	ECMH
❖ Assist children in their mental health recovery process and with developing the skills necessary to lead healthy and productive lives (reported annually)	<ul style="list-style-type: none"> <li>✓ Children's average level of internalizing behavior (e.g., anxiety, depression, withdrawal), as measured by the Child Behavior Checklist will decrease from the 75th percentile to the 50th percentile within 6 months of treatment.</li> <li>✓ Children's average level of externalizing behavior (e.g., anger, aggression, defiance), as measured by the Child Behavior Checklist will decrease from the 75th percentile to the 50th percentile within 6 months of treatment</li> </ul>	N/A  N/A	N/A  N/A	N/A  N/A	75 <sup>th</sup> to 50 <sup>th</sup> percentile  75 <sup>th</sup> to 50 <sup>th</sup> percentile		
❖ Provide mental health services to children and families that promote positive parenting (reported annually)	<p>Increase parent/caregiver confidence and knowledge of parenting skills:</p> <ul style="list-style-type: none"> <li>✓ Parent's average level of parenting-related stress, as measured by the <i>Parenting Stress Index</i> will decrease from the 75th percentile to the 50th percentile within 6 months of treatment.</li> </ul> <p>Increased knowledge of child development:</p> <ul style="list-style-type: none"> <li>✓ 100% of parents will have improved knowledge of infant care, appropriate childcare, nutrition, and disciplinary knowledge.</li> <li>✓ 100% of parents will have increased knowledge of resources available for young children and families.</li> <li>✓ 100% of children and families will be linked to appropriate services as determined necessary</li> </ul>	N/A  N/A	N/A  N/A	N/A  N/A	75 <sup>th</sup> to 50 <sup>th</sup> percentile  100%		
❖ Assist children in their mental health recovery process and with developing the skills necessary to lead healthy and productive lives	<p>Improved quality of life for children and engagement in and/or maintenance of mental health treatment activities:</p> <ul style="list-style-type: none"> <li>✓ Reduce homelessness by maintaining the percent of clients with stable/permanent housing at X% or more.</li> </ul>	100%	100%	100%	100%	100%	100%

## ATTACHMENT E

### Program Goals, Outcomes, and Measures

Children's Program Evaluation							
Program Goals	Outcomes	CALM					
		IIH	SPIRIT	HOPE	Managed Care	ECSMH	ECMH
❖	✓						
❖ Provide mental health services to children and families that promote positive parenting (reported annually)	<p>Increase parent/caregiver confidence and knowledge of parenting skills:</p> <ul style="list-style-type: none"> <li>✓ Parent's average level of parenting-related stress, as measured by the <i>Parenting Stress Index</i> will decrease from the 75th percentile to the 50th percentile within 6 months of treatment.</li> </ul> <p>Increased knowledge of child development:</p> <ul style="list-style-type: none"> <li>✓ 100% of parents will have improved knowledge of infant care, appropriate childcare, nutrition, and disciplinary knowledge.</li> <li>✓ 100% of parents will have increased knowledge of resources available for young children and families.</li> <li>✓ 100% of children and families will be linked to appropriate services as determined necessary</li> </ul>	N/A	N/A	N/A	75 <sup>th</sup> to 50 <sup>th</sup> percentile		
		N/A	N/A	N/A	100%		
❖ Assist children in their mental health recovery process and with developing the skills necessary to lead healthy and productive lives	<p>Improved quality of life for children and engagement in and/or maintenance of mental health treatment activities:</p> <ul style="list-style-type: none"> <li>✓ Reduce homelessness by maintaining the percent of clients with stable/permanent housing at X% or more.</li> </ul>	100%	100%	100%	100%	100%	100%

\*Should reported data indicate a significant variance between target measures and performance, Behavioral Wellness and Contractor shall meet to discuss the reasons for the variance, and adopt a plan of correction, if indicated.

## **EXHIBIT B FINANCIAL PROVISIONS**

This Exhibit B includes the following:

1. EXHIBIT B – Financial Provisions – MH
2. EXHIBIT B-1 – Schedule of Rates and Contract Maximum – MH
3. EXHIBIT B-2 – Contractor Budget

## **EXHIBIT B FINANCIAL PROVISIONS - MH**

(With attached Schedule of Rates [Exhibit B-1 - MH])

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

### **I. PAYMENT FOR SERVICES**

- A. Performance of Services. Contractor shall be compensated on a cost reimbursement basis, subject to the limitations described in this Agreement and all exhibits hereto, for provision of the Units of Service (UOS) or other deliverables as established in Exhibit B-1-MH based on satisfactory performance of the services described in the Exhibit A(s).
- B. Medi-Cal Billable Services. The services provided by Contractor's Program described in the Exhibit A(s) that are covered by the Medi-Cal Program will be reimbursed by County from Federal Financial Participation (FFP) and State and local matching funds as specified in Exhibit B-1-MH and subject to Paragraph I.F (Funding Sources) of this Exhibit B MH.
- C. Non-Medi-Cal Billable Services. County recognizes that some of the services provided by Contractor's Program, described in the Exhibit A(s), may not be reimbursable by Medi-Cal, and such services may be reimbursed by other County, State, and Federal funds to the extent specified in Exhibit B-1-MH and pursuant to Paragraph I.F (Funding Sources) of this Exhibit B MH. Funds for these services are included within the Maximum Contract Amount, and are subject to the same requirements as funds for services provided pursuant to the Medi-Cal program.
- D. Medi-Cal Subsidy: County may provide a subsidy to Contractor, as specified in Exhibit B-1-MH for Non-Medi-Cal services provided in Medi-Cal programs. Subsidy shall not be used to reimburse disallowed costs including those in excess of budgeted amounts, improper costs, and any audit exceptions or adjustments. Reallocation of subsidy is at the discretion of the Behavioral Wellness Director or designee. Contractor shall make written application to Behavioral Wellness Director or designee, in advance and no later than April 1 of each Fiscal Year, to reallocate subsidy as outlined in Exhibit B-1-MH between programs. Behavioral Wellness Director or designee reserves the right to approve a subsidy reallocation in the year end cost settlement.
- E. Limitations on Use of Funds Received Pursuant to this Agreement. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A to this Agreement. Expenses shall comply with the requirements established in OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and all other applicable regulations. Violation of this provision or use of County funds for purposes other than those described in the Exhibit A(s) shall constitute a material breach of this Agreement.
- F. Funding Sources. The Behavioral Wellness Director or designee may reallocate between funding sources at his/her discretion, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or

## **EXHIBIT B FINANCIAL PROVISIONS - MH**

program. The Behavioral Wellness Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

### **II. MAXIMUM CONTRACT AMOUNT.**

The Maximum Contract Amount of this Agreement shall not exceed **\$2,969,766**, in Mental health funding, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-MH and subject to the provisions in Section I. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

### **III. OPERATING BUDGET AND PROVISIONAL RATE**

- A. Operating Budget. Prior to the Effective Date of this Agreement, Contractor shall provide County with an Operating Budget on a format acceptable to, or provided by County, based on costs net of revenues as described in this Exhibit B-MH, Section IV (Accounting for Revenues). The approved Operating Budget shall be attached to this Agreement as Exhibit B-2. County may disallow any expenses in excess of the adopted operating budget. Indirect costs are limited to 15% of direct costs for each program and must be allocated in accordance with a cost allocation plan that adheres with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. Provisional Rate. County agrees to reimburse Contractor at a Provisional Rate (the "Provisional Rate") during the term of this Agreement. For recurring contracts, the Provisional Rate shall be established by using the historical data from prior fiscal periods. The County Maximum Allowable rate will be the Provisional Rate for all new contracts. Quarterly, or at any time during the term of this Agreement, Behavioral Wellness Director or designee shall have the option to adjust the Provisional Rate to a rate based on allowable costs less all applicable revenues and the volume of services provided in prior quarters.

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

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

## **EXHIBIT B FINANCIAL PROVISIONS - MH**

by or on behalf of patients/clients receiving services under this Agreement shall be utilized by Contractor only for the delivery of service units specified in the Exhibit A(s) to this Agreement.

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

Funding is limited by program to the amount specified in Exhibit B-1-MH. Contractor cannot move funding between programs without explicit approval by Behavioral Wellness Director or designee. Contractor shall make written application to Behavioral Wellness Director or designee, in advance and no later than April 1 of each Fiscal Year, to reallocate funds as outlined in Exhibit B-1-MH between programs, for the purpose of meeting specific program needs or for providing continuity of care to its clients. Contractor's application shall include a narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining impact of the reallocation as may be applicable to future years. The Behavioral Wellness Director's or designee decision of whether to allow the reallocation of funds shall be in writing to Contractor prior to implementation by Contractor. The Behavioral Wellness Director or designee also reserves the right to reallocate between programs in the year end cost settlement and will notify Contractor of any reallocation during the cost settlement process.

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

#### **A. Submission of Claims and Invoices.**

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

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

Santa Barbara County Department of Behavioral Wellness  
ATTN: Accounts Payable  
429 North San Antonio Road  
Santa Barbara, CA 93110 –1316

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

2. Submission of Claims and Invoices for Non Medi-Cal Services. Contractor shall submit a written invoice within 10 calendar days of the end of the month in which non-Medi-Cal services are delivered that: i) depicts the actual costs of providing the services less any applicable revenues, including the provisional Medi-Cal payment as described in VI.A.1 of this Exhibit B MH, as appropriate, ii) states the amount

## **EXHIBIT B FINANCIAL PROVISIONS - MH**

owed by County, and iii) includes the Agreement number and signature of Contractor's authorized representative. Invoices shall be delivered to the designated representative or address described in Section VI.A.1 of this Exhibit B MH. Actual cost is the actual amount paid or incurred, including direct labor and costs supported by financial statements, time records, invoices, and receipts.

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

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

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

## **EXHIBIT B FINANCIAL PROVISIONS - MH**

written standards.

### **F. Claims Submission Restrictions.**

1. 12-Month Billing Limit. Unless otherwise determined by State or federal regulations (e.g. Medi-Medi cross-over), all original (or initial) claims for eligible individual persons under this Agreement must be received by County within 12 months from the month of service to avoid denial for late billing.
2. No Payment for Services Provided Following Expiration/ Termination of Agreement. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

G. Claims Certification and Program Integrity. Contractor shall certify that all UOS entered by Contractor into MIS for any payor sources covered by this Agreement are true and accurate to the best of Contractor's knowledge.

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

### **VII. COST REPORT**

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

## **EXHIBIT B FINANCIAL PROVISIONS - MH**

below. Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.

- C. Penalties. Failure of Contractor to submit accurate and complete Annual Cost Report(s) within 45 days after the due date set in Section VII.A 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. The late fee will be invoiced separately or deducted from future payments due to Contractor under this Agreement or a subsequent agreement.
  2. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred and fifth (105<sup>th</sup>) day after the due date set in Section VII.A 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 may terminate any current contracts entered into with Contractor for programs covered by the outstanding Annual Cost Reports.
- D. Audited Financial Reports: Each year of the Agreement, the Contractor shall submit to County a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by Contractor.
- E. Single Audit Report: If Contractor is required to perform a single audit and/or program specific audit, per the requirements of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards, Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt.

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

- A. Pre-audit Cost Report Settlements. Based on the original and final/reconciled Annual Cost Report(s) submitted pursuant to this Exhibit B MH Section VII (Cost Reports) and State approved UOS, at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the County will perform pre-audit cost report settlement(s). Such settlements will be subject to the terms and conditions of this Agreement and any other applicable State and/or Federal statutes, regulations, policies and procedures, or requirements pertaining to cost reporting and settlements for applicable Federal and/or State programs. In no event shall the settlement exceed the maximum amount of this agreement. Settlement for services shall be adjusted to the lower of:
1. Contractor's published charge(s) to the general public, as approved by the Contractor's governing board; unless the Contractor is a Nominal Fee Provider. This federal published charges rule is applicable only for the outpatient, rehabilitative, case management and 24-hour services.
  2. The Contractor's actual costs.

**EXHIBIT B**  
**FINANCIAL PROVISIONS - MH**

3. The County Maximum Allowable rate.

- B. Issuance of Findings. County's issuance of its pre-audit cost report settlement findings shall take place no later than one-hundred-twenty (120) calendar days after Contractor's submission of the original and final/reconciled cost reports.
- C. Payment. In the event that Contractor adjustments based on any of the above methods indicate an amount due the County, Contractor shall pay County by direct payment within thirty (30) days or from deductions or withholding of future payments due to Contractor under this Agreement or a subsequent agreement, if any, at the sole discretion of the Behavioral Wellness Director or designee.

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

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

**Exhibit B-1 - MH**  
**Schedule of Rates and Contract Maximum – MH-Funded Programs**  
**(applicable to programs described in Exhibits A –1 through A-6)**

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

**CONTRACTOR NAME:** CALM **FISCAL YEAR:** 2017-2018

Contracted Services(1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate
Medi-Cal Billable Services	Outpatient Services	15	Targeted Case Management	Minutes	01	\$2.02
			Intensive Care Coordination	Minutes	07	\$2.02
			Collateral	Minutes	10	\$2.61
			*MHS- Assessment	Minutes	30	\$2.61
			MHS - Plan Development	Minutes	31	\$2.61
			*MHS- Therapy (Family, Individual, Group)	Minutes	11, 40, 50	\$2.61
			MHS - Rehab (Family, Individual, Group)	Minutes	12, 41, 51	\$2.61
			MHS - IHBS	Minutes	57	\$2.61
			Crisis Intervention	Minutes	70	\$3.88
Non - Medi-Cal Billable Services	Outreach Services	45	Mental Health Promotion	N/A	10	Actual Cost

	PROGRAM					ECMH PEI South and North County	TOTAL
	Managed Care (FFS)	SPIRIT	Intensive-In Home	HOPE	ECSMH (Outpatient)		
GROSS COST:	\$ 421,564	\$ 277,680	\$ 444,721	\$ 705,441	\$ 1,279,919	\$ 481,073	\$ 3,610,398
LESS REVENUES COLLECTED BY CONTRACTOR:							
PATIENT FEES							
CONTRIBUTIONS	\$ 221,564	\$ 34,114	\$ 117,581	\$ 5,441	\$ 157,919	\$ 104,014	\$ 640,633
OTHER (LIST):							
TOTAL CONTRACTOR REVENUES	\$ 221,564	\$ 34,114	\$ 117,581	\$ 5,441	\$ 157,919	\$ 104,014	\$ 640,633
MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:	\$ 200,000	\$ 243,566	\$ 327,140	\$ 700,000	\$ 1,122,000	\$ 377,059	\$ 2,969,765

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)							
MEDI-CAL (3)	\$ 190,000	\$ 219,209	\$ 310,783	\$ 665,000	\$ 1,065,900		\$ 2,450,892
NON-MEDI-CAL						\$ 377,059	\$ 377,059
SUBSIDY	\$ 10,000	\$ 24,357	\$ 16,357	\$ 35,000	\$ 56,100		\$ 141,814
OTHER (LIST):						\$ -	\$ -
TOTAL (SOURCES OF FUNDING)	\$ 200,000	\$ 243,566	\$ 327,140	\$ 700,000	\$ 1,122,000	\$ 377,059	\$ 2,969,765

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

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

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

(1) Additional services may be provided if authorized by Director or designee in writing.

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

(3) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental and SB 163.

\* MHS Assessment and MHS Therapy services may only be provided by licensed, registered or waived Mental Health clinicians, or graduate student interns under direct supervision of a licensed, registered or waived Mental Health clinician.

## EXHIBIT B-2 Contractor Budget

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

AGENCY NAME: Child Abuse Listening Mediation

COUNTY FISCAL YEAR: FY 17-18

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

LINE #	COLUMN #	1	2	3	4	5	6	7	8	9	10	11	12	13
	I. REVENUE SOURCES:		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Intensive In Home	HOPE	SPIRIT	Managed Care	PEI-ECMH	ESCMH	Enter PROGRAM NAME (Fac/Prog)	Enter PROGRAM NAME (Fac/Prog)	Enter PROGRAM NAME (Fac/Prog)	Enter PROGRAM NAME (Fac/Prog)
1	Contributions		\$ 2,182,497	\$ 640,634	\$ 117,581	\$ 5,441	\$ 34,114	\$ 221,564	\$ 104,014	\$ 157,919				
2	Foundations/Trusts			\$ -										
3	Miscellaneous Revenue			\$ -										
4	Behavioral Wellness Funding		\$ 2,969,765	\$ 2,969,765	\$ 327,140	\$ 700,000	\$ 243,566	\$ 200,000	\$ 377,059	\$ 1,122,000				
5	Other Government Funding		\$ 1,386,391	\$ -										
6	Other (Endowment Draw)		\$ 500,000	\$ -										
7	Other (specify)			\$ -										
8	Other (specify)			\$ -										
9	Other (specify)			\$ -										
10	Total Other Revenue		\$ 7,038,653	\$ 3,610,399	\$ 444,721	\$ 705,441	\$ 277,680	\$ 421,564	\$ 481,073	\$ 1,279,919	\$ -	\$ -	\$ -	\$ -
	I.B. Client and Third Party Revenues:													
11	Client Fees		\$ 76,684	\$ -										
12	SSI			\$ -										
13	Other (specify)			\$ -										
14	Total Client and Third Party Revenues (Sum of lines 19 through 23)		76,684	-	-	-	-	-	-	-	-	-	-	-
15	GROSS PROGRAM REVENUE BUDGET		7,115,338	3,610,399	444,721	705,441	277,680	421,564	481,073	1,279,919	-	-	-	-

## EXHIBIT B-2 Contractor Budget

	III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Intensive In Home	HOPE	SPIRIT	Managed Care	PEI-ECMH	ESCMH	Enter PROGRAM NAME (Fac/Prog)	Enter PROGRAM NAME (Fac/Prog)	Enter PROGRAM NAME (Fac/Prog)	Enter PROGRAM NAME (Fac/Prog)
	III.A. Salaries and Benefits Object Level												
16	Salaries (Complete Staffing Schedule)	3,846,577	\$ 1,709,047	\$ 234,076	\$ 317,974	\$ 124,538	\$ 200,442	\$ 257,329	\$ 574,688	\$ -	\$ -	\$ -	\$ -
17	Employee Benefits	872,197	\$ 793,240	\$ 73,042	\$ 156,485	\$ 71,904	\$ 104,464	\$ 71,079	\$ 316,266				
18	Q A Costs	197,837	\$ 128,999	\$ 16,021	\$ 25,074	\$ 9,921	\$ 15,062	\$ 17,189	\$ 45,731				
19	Payroll Taxes	286,570	\$ 127,324	\$ 17,439	\$ 23,689	\$ 9,278	\$ 14,933	\$ 19,171	\$ 42,814				
20	Salaries and Benefits Subtotal	\$ 5,203,181	\$ 2,758,610	\$ 340,578	\$ 523,222	\$ 215,641	\$ 334,902	\$ 364,768	\$ 979,499	\$ -	\$ -	\$ -	\$ -
	III.B Services and Supplies Object Level												
21	Professional Fees	169,910	\$ 837				\$ 77.33	\$ 600	\$ 160				
22	Supplies	54,613	\$ 15,120	\$ 876	\$ 3,427	\$ 76	\$ 177	\$ 3,483	\$ 7,081				
23	Telephone	24,364	\$ 22,528	\$ 3,167	\$ 7,785	\$ 2,059	\$ 415	\$ 2,889	\$ 6,213				
24	Utilities		\$ -										
25	Facility Costs (Rent/Lease/Mortgage)	71,765	\$ 56,804	\$ 3,273	\$ 11,147		\$ 3,737	\$ 11,603	\$ 27,044				
26	Repairs and Maintenance	2,643	\$ -										
27	Printing/Publications	32,432	\$ -										
28	Transportation and Travel	62,830	\$ 59,956	\$ 11,675	\$ 23,739	\$ 6,985	\$ 1,591	\$ 5,919	\$ 10,048				
29	Q A Costs	27,676	\$ 18,046	\$ 2,241	\$ 3,508	\$ 1,388	\$ 2,107	\$ 2,405	\$ 6,397				
30	Insurance	25,680	\$ -										
31	Board and Care (not Medi-Cal reimbursable)		\$ -										
32	Other (training)	12,139	\$ 8,493	\$ 381	\$ 1,701		\$ 325	\$ 132	\$ 5,953				
33	Other (Legal and Taxes)	2,906	\$ -										
34	Other (Misc.)	44,492	\$ -										
35	Services and Supplies Subtotal	\$ 531,449	\$ 181,785	\$ 21,613	\$ 51,306	\$ 10,508	\$ 8,430	\$ 27,030	\$ 62,897	\$ -	\$ -	\$ -	\$ -
36	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)		\$ -										
37	SUBTOTAL DIRECT COSTS	\$ 5,734,631	\$ 2,940,394	\$ 362,192	\$ 574,528	\$ 226,149	\$ 343,331	\$ 391,797	\$ 1,042,397	\$ -	\$ -	\$ -	\$ -
	IV. INDIRECT COSTS												
38	Administrative Indirect Costs (Reimbursement limited to 15%)	1,306,705	\$ 670,004	\$ 82,530	\$ 130,913	\$ 51,531	\$ 78,232	\$ 89,276	\$ 237,523				
39	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 7,041,336	\$ 3,610,399	\$ 444,721	\$ 705,441	\$ 277,680	\$ 421,564	\$ 481,073	\$ 1,279,919	\$ -	\$ -	\$ -	\$ -

\* Contributions solely cover costs in excess of contract maximum or costs not reimbursable under this contract.

\*\* QA Costs are reimbursable only to the extent that State and Federal regulations permit contractor to claim reimbursement for said costs through the cost report process and that QA activities and staff satisfy all regulatory requirements, including DMH notices and letters regarding allowable QA activities and licensing.

\*\*\* Indirect costs in excess of the 15% limit are not reimbursable by BW. These will be covered by the agency.

**EXHIBIT C**  
**INDEMNIFICATION AND INSURANCE REQUIREMENTS**  
**(FOR PROFESSIONAL CONTRACTS)**

**1. 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.

**2. 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.

**3. 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:

- i. **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.
- ii. **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.
- iii. **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.
- iv. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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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:

- i. **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).
- ii. **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.
- iii. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- iv. **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.
- v. **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.
- vi. **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".
- vii. **Verification of Coverage** – Contractor shall furnish the County with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Contractor shall furnish evidence of renewal of coverage throughout the term of the Agreement. The County reserves the right to

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

- viii. **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.
- ix. **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.
- x. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - c) 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.
- xi. **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.