

**AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

BC_____

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

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

1. **DESIGNATED REPRESENTATIVE:** Deputy Director – Administration (telephone 805.681.5220) is the representative of County and will administer this Agreement for and on behalf of County. Bonnie Campbell (telephone number 805.617.7853) is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.
2. **NOTICES.** Whenever it shall become necessary for either party to serve notice on the other respecting the Agreement, such notice shall be in writing and shall be served by Registered or Certified Mail, Return Receipt Requested, addressed as follows:
 - A. To County:

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

Bonnie Campbell, Deputy Director
Santa Barbara Neighborhood Clinics
1900 State St. Ste. G
Santa Barbara, CA 93101
- B. Any such notice so mailed shall be deemed to have been served upon and received by the addressee five (5) days after deposit in the mail. Either party shall have the right to change the place or person to whom notice is to be sent by giving written notice to the other party of the change.
3. **SCOPE OF SERVICES.** Contractor agrees to provide services to County in accordance with Exhibit A attached hereto and incorporated herein by reference.
4. **TERM.** Contractor shall commence performance by **7/1/2010** and complete performance by **6/30/2011**, unless this Agreement is otherwise terminated at an earlier date pursuant to Section 17.
5. **COMPENSATION OF CONTRACTOR.** Contractor shall be paid for performance under this Agreement in accordance with the terms of Exhibit B, attached hereto and incorporated herein by reference. Contractor shall bill County by invoice, which

AGREEMENT

shall include the Contract number assigned by County. Contractor shall direct the invoice to County's "Accounts Payable Department" at the address specified under Section 2 NOTICES, after completing the increments identified in Exhibit B.

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

AGREEMENT

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.

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

12. **RECORDS, AUDIT, AND REVIEW.** Contractor shall keep those business records or documents created pursuant to this Agreement that would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records in a manner consistent with applicable Federal and State laws. All account records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records, either at any time during Contractor's regular business hours, or upon reasonable notice to Contractor. Contractor agrees to retain such records and documents for a period of not less than three (3) years, following the termination of this Agreement.
13. **COMPLIANCE WITH HIPAA.** Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.
14. **INDEMNIFICATION AND INSURANCE.** Contractor shall agree to defend, indemnify and hold harmless the County and to procure and maintain insurance in accordance with the provisions of Exhibit C attached hereto and incorporated herein by reference.
15. **TAXES.** County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by State, Federal, or local taxing agencies, Contractor agrees to reimburse County within one (1) week for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and Workers' Compensation insurance.
16. **DISPUTE RESOLUTION.** Any dispute or disagreement arising out of this Agreement shall first be addressed and resolved at the lowest possible staff level between the appropriate representatives of the Contractor and of the County. If the dispute or disagreement cannot be resolved at this level, it is to be elevated to the

AGREEMENT

Contractor's Program Manager and County's relevant Program Manager. If the Managers cannot resolve the dispute, they are to take the following actions:

- A. Decision – Each party shall reduce the dispute to writing and submit to the appropriate ADMHS Assistant Director. The Assistant Director shall assemble a team to investigate the dispute and to prepare a written decision. This decision shall be furnished to the Contractor within thirty (30) days of receipt of the dispute documentation. This decision shall be final unless appealed within ten (10) days of receipt.
- B. Appeal – The Contractor may appeal the decision to the Santa Barbara County Alcohol, Drug, and Mental Health Services Director or designee. The decision shall be put in writing within twenty (20) days and a copy thereof mailed to the Contractor's address for notices. The decision shall be final.
- C. Continued Performance - Pending final decision of the dispute hereunder, Contractor shall proceed diligently with the performance of this Agreement.
- D. Dispute Resolution - The finality of appeal described herein is meant to imply only that recourse to resolution of disputes through this particular dispute resolution mechanism has been concluded. This is in no way meant to imply that the parties have agreed that this mechanism replaces either party's rights to have its disputes with the other party heard and adjudicated in a court of competent jurisdiction.

17. TERMINATION.

- A. **BY COUNTY.** County, by written notice to Contractor, may terminate this Agreement in whole or in part at any time, whether for County convenience or because of the failure of Contractor to fulfill the obligations herein. Upon termination, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process.
 - 1. **FOR CONVENIENCE.** County may terminate this Agreement upon thirty (30) days written notice. Following such notice of termination, Contractor shall notify County of the status of its performance and cease work at the conclusion of the thirty (30) day notice period.

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

AGREEMENT

2. **FOR CAUSE.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate this Agreement by written notice which shall be effective upon receipt by Contractor.
- B. **BY CONTRACTOR.** Contractor may, upon thirty (30) days written notice to County, terminate this Agreement in whole or in part at any time, whether for Contractor's convenience or because of the failure of County to fulfill the obligations herein. Following such termination, Contractor shall promptly cease work and notify County as to the status of its performance.
18. **ENTIRE AGREEMENT, AMENDMENTS, AND MODIFICATIONS.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties. There have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be amended or modified only by the written mutual consent of the parties hereto. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the director of Alcohol, Drug & Mental Health Services. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral Agreements, course of conduct, waiver or estoppel.
19. **NON-EXCLUSIVE AGREEMENT.** Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.
20. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of or for the benefit of any or all parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
21. **ASSIGNMENT.** Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of County. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
22. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder, now or hereafter existing at law or in equity or otherwise.

AGREEMENT

23. **NO WAIVER OF DEFAULT.** No delay or omission of the parties to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to the parties shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of either party.
24. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in State Court, or in the Federal District Court nearest to Santa Barbara County, if in Federal Court.
25. **COMPLIANCE WITH LAW.** Contractor shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County be a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.
26. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
27. **SEVERABILITY.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof. Such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
28. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts. Each counterpart shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
29. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement, and each covenant and term is a condition herein.
30. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and have complied with all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other Agreement or Agreement to which Contractor is obligated, which breach would have a material effect hereon.

AGREEMENT

31. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.
32. **COMMUNICATION.** Contractor shall acknowledge in any public announcement regarding the program that is the subject of this Agreement that Santa Barbara County Alcohol, Drug, and Mental Health Department provides all or some of the funding for the program.
33. **PRIOR AGREEMENTS.** Upon execution, this Agreement supersedes all prior Mental Health Services agreements between County and Contractor.
34. **COURT APPEARANCES.** Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials, including Contractor's staff that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue Subpoenas for the required witnesses upon request of Contractor.
35. **NONAPPROPRIATION OF FUNDS.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will notify Contractor of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term.

AGREEMENT

THIS AGREEMENT INCLUDES:

- A. EXHIBIT A– Statement of Work
 - 1. Attachment A - SANTA BARBARA COUNTY MENTAL HEALTH PLAN,
QUALITY MANAGEMENT STANDARDS
- B. EXHIBIT B - Payment Arrangements
- C. EXHIBIT B-1 – Schedule of Fees
- D. EXHIBIT B-2 – Contractor Budget
- E. EXHIBIT C – Standard Indemnification and Insurance Provisions
- F. EXHIBIT E – Program Goals, Outcomes and Measures

AGREEMENT

Agreement for Services of Independent Contractor between the County of Santa Barbara and Santa Barbara Neighborhood Clinics.

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

County OF SANTA BARBARA

By: _____
JANET WOLF
CHAIR, BOARD OF SUPERVISORS
Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy
Date: _____

By: _____
Tax Id No .
Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

By _____
Deputy County Counsel
Date: _____

By _____
Deputy
Date: _____

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

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By _____
Director
Date: _____

By: _____
Date: _____

AGREEMENT SUMMARY

BC _____

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

D1. Fiscal Year 10-11
D2. Budget Unit Number (plus –Ship/Bill codes in parenthesis) 043
D3. Requisition Number..... N/A
D4. Department Name..... Alcohol, Drug, and Mental Health Services
D5. Contact Person Danielle Spahn
D6. Telephone (805) 681-5229

K1. Agreement Type (check one): Personal Service ρ
Capital
K2. Brief Summary of Agreement Description/Purpose..... Clinical services at primary care setting under MHSA/PEI guidelines.
K3. Original Agreement Amount..... 175000
K4. Agreement Begin Date..... 7/1/2010
K5. Original Agreement End Date 6/30/2011
K6. Amendment History (leave blank if no prior amendments).....

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

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

F1. Encumbrance Transaction Code..... 1701
F2. Current Year Encumbrance Amount 175000
F3. Fund Number 0048
F4. Department Number..... 043
F5. Division Number (if applicable) N/A
F6. Account Number 7462
F7. Cost Center number (if applicable) 2992
F8. Payment Terms..... Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing) A=680750
V2. Payee/Contractor Name Santa Barbara Neighborhood Clinics
V3. Mailing Address 1900 State St. Ste. G
V4. City State (two-letter) Zip (include +4 if known) Santa Barbara, CA 93101
V5. Telephone Number 8056177853
V6. Contractor's Federal Tax ID Number (EIN or SSN)..... 77-0496382
V7. Contact Person..... Bonnie Campbell
V8. Workers Comp Insurance Expiration Date 8/14/2011
V9. Liability Insurance Expiration Date[s] (G=Genl; P=Profl) G 4/1/2011/4/1/2011 P 4/1/2011
V10. Professional License Number..... N/A
V11. Verified by (name of County staff) Danielle Spahn
V12. Company Type (Check one): ρ individual ρ Sole Proprietorship π Partnership ☑ Corporation

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

Date: _____ Authorized Signature: _____

EXHIBIT A

STATEMENT OF WORK

1. **PROGRAM SUMMARY.** Santa Barbara Community Clinics shall operate a program that provides mental health prevention and intervention services in a primary care setting to children (under 16), Transition-Age Youth (aged 16-25), adults (aged 21-65) and older adults (over age 65) who are at risk of developing serious mental health conditions. The Program headquarters shall be located at 1900 State Street, Suite G, Santa Barbara, CA 93101 and the Program shall provide services at three clinic sites: Eastside Neighborhood Clinic, Westside Neighborhood Clinic and the Isla Vista Neighborhood Clinic.
2. **PROGRAM GOALS.**
 - A. Reduce stigma associated with mental illness.
 - B. Identify and assess patients for emerging mental health issues.
 - C. Provide mental health case management, treatment and linkages for persons at risk of developing serious mental health conditions.
 - D. Provide IMPACT model depression screening and follow-up at all clinic sites.
3. **SERVICES.** Contractor shall provide the following services to patients served at the three Santa Barbara Neighborhood Clinic sites:
 - A. Contractor shall provide dedicated space at each clinic site for Program staff to provide mental health services;
 - B. Contractor shall ensure that Assessment/Intake Forms capture information that identifies patients who may be experiencing depression, anxiety, trauma or other mental health conditions and/or substance abuse and administer to all patients at intake.
 - C. Contractor shall provide training, videos and/or printed materials in Spanish and English at Contractors three sites including:
 1. Host at least four training events per fiscal year about mental health conditions and issues.
 2. Exhibit at least one video supplied by County in Spanish and English about mental health conditions in the waiting room of each clinic site;
 3. Provide at least four brochures supplied by County in Spanish and English about mental health conditions in the waiting room of each clinic site.
 - D. Contractor shall provide the following mental health services to patients identified with emerging mental health conditions (hereafter "clients") as determined by the Assessment/Intake Evaluation:

EXHIBIT A

STATEMENT OF WORK

1. **Assessment.** Assessment is designed to evaluate the current status of a client's mental, emotional or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the client's clinical history; analysis of relevant cultural issues and history; diagnosis; and use of testing procedures, as defined in Title 9 CCR Section 1810.204.
2. **Collateral.** Collateral services are delivered to a client's significant support person(s) for the purpose of meeting the needs of the client and achieving the goals of the client's treatment plan, as defined in Title 9 CCR Section 1810.206. A significant support person is a person who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians or representatives of a client, a person living in the same household as the client, the client's spouse, and the relatives of the client. Collateral may include, but is not limited to, family counseling with the significant support person(s), consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the client, and consultation and training of the significant support person(s) to assist in better understanding of mental illness. The client need not be present for this service activity. Consultation with other service providers is not considered a Collateral service.
3. **Plan Development.** Plan development consists of developing client plans, approving client plans, and/or monitoring the client's progress, as defined in Title 9 CCR Section 1810.232.
4. **Case Management.** Services that assist a beneficiary 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 beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development. (California Code of Regulations (CCR), Title 9).
5. **Therapy.** Therapy is a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual and may include family therapy at which the client is present. (California Code of Regulations, Title 9)
6. **IMPACT Evidence-Based Depression Care for Older Adults.** Contractor shall implement the evidence-based IMPACT model to provide collaborative care to older adults identified with depression.
 - a. Contractor shall assign a direct service staff member to serve as a care manager for each older adult identified with depression. The depression care manager shall:

EXHIBIT A

STATEMENT OF WORK

1. Educate the client about depression;
 2. Support antidepressant therapy prescribed by the client's primary care provider if appropriate;
 3. Coach clients in behavioral activation and pleasant events scheduling;
 4. Offer a brief (six-eight session) course of counseling, such as Problem-Solving Treatment in Primary Care;
 5. Monitor depression symptoms for treatment response;
 6. Complete a relapse prevention plan.
- b. The care manager, the primary care physician and Psychiatric Nurse Practitioner will work together to develop an individualized treatment plan for each client.
 - c. Treatment shall be based on stepped care as described in the IMPACT model (<http://impact-uw.org/>)
 - d. The care manager shall measure depressive symptoms at the start of a client's treatment and regularly thereafter using the PHQ-9 measurement tool.

4. TREATMENT LOCATION/HOURS OF OPERATION

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

5. CLIENTS/PROGRAM CAPACITY.

- A. Contractor shall provide the services described in Section 3.C (Training and Education) to at least 1,150 patients during the Fiscal Year. Contractor shall provide the services described in Section 3.D (Mental Health Services) to approximately 240 clients experiencing emerging serious mental health conditions during the Fiscal Year, including those within the following priority populations:
 1. Transition-age youth, adults and older adults in crisis without a diagnosis;
 2. Transition-age youth, adults and older adults with risk factors for developing mental illness and/or co-occurring substance abuse issues;

EXHIBIT A

STATEMENT OF WORK

3. Transition-age youth involved with DSS - Child Welfare Services;
4. Transition-age youth and adults involved with the criminal justice system;
5. Victims of trauma, including domestic violence.

B. Services may also be provided to patients' family members.

6. STAFFING REQUIREMENTS.

- A. Contractor shall provide/maintain a mental health team composed of a 0.3 FTE Psychiatric Nurse Practitioner, and a 1.0 FTE Licensed Marriage and Family Therapist (LMFT) for a total of 1.3 FTE mental health service staff.
- B. Training. Contractor shall ensure that staff responsible for implementing the IMPACT model complete the 10-module online training http://impact-uw.org/training/to_training.html.
- C. The Psychiatric Nurse Practitioner shall have competence and experience in working with high risk mental health clients.
- D. Contractor shall conduct a check of all clinical and support staff against CMS Exclusions List and staff found to be on this list shall not provide services under this contract. County shall review Contractor's staff and only staff approved by County shall provide services under this contract.
- E. Contractor shall notify County of any staffing changes as part of the monthly Staffing Report. Contractor shall notify the designated County Liaison and County Quality Assurance Division within one business day when staff is terminated from working on this Contract.
- F. At any time prior to or during the term of this Contract, the County may require that Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- G. County may request that Contractor's staff be immediately removed from working on the County Contract for good cause during the term of the Contract.
- H. County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

EXHIBIT A

STATEMENT OF WORK

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

7. DOCUMENTATION REQUIREMENTS.

- A. Treatment Plan. Contractor shall complete a treatment plan for each client receiving Program services within thirty (30) days of enrollment into the Program. The Treatment Plan shall provide overall direction for the collaborative work of the client, and primary care and mental health staff. The Treatment Plan shall include:

1. Client's recovery goals or recovery vision, which guides the service delivery process;
2. Objectives describing the skills and behaviors that the client will be able to learn as a result of the Program's behavioral interventions;
3. Interventions planned to help the client reach their goals.

- B. Progress Notes.

1. Contractor shall complete progress notes for each client contact for clients served by the Program, which will include, at minimum:
 - a. The exact total number of minutes of service provided which shall be calculated by using the exact start and stop time;
 - b. The goal from the rehabilitation plan that was addressed in the encounter;
 - c. The intervention that was provided by the staff member;
 - d. The response to that intervention by the client;
 - e. The plan for the next encounter with the client, and other significant observations.
2. County shall host training sessions regarding documentation requirements under Medi-Cal, EPSDT and other related State, Federal and local regulations twice yearly. Contractor shall ensure that each staff member providing clinical services under this contract attends one training session each year.

EXHIBIT A

STATEMENT OF WORK

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

9. **REPORTS.**

- A. **SERVICE LEVEL REPORTS.** Contractor shall track required data elements which include: units of service, the number of clients admitted to the Program, unique clients served, total number of clients discharged; number of clients discharged to a lower/higher level of care; number of clients served in which language (English/Spanish/Other); number of groups offered in which language (English/Spanish/Other), and provide summary reports from other Contractor data sources, as requested.
- B. **FISCAL.** Contractor shall submit monthly Expenditure and Revenue Reports and Year-End Projection Reports to County. These reports shall be on a form acceptable to, or provided by, County and shall report actual costs and revenues and anticipated year-end actual costs and revenues for Contractor's program(s) or cost center(s) described in the Services section of this Exhibit A. Such reports shall be received by County no later than twenty (20) calendar days following the end of the month reported.
- C. **STAFFING.** Contractor shall submit monthly staffing Reports to County. These reports shall be on a form acceptable to, or provided by, County and shall report actual staff hours worked by position, Documented Service Hours (DSH'S) provided by position, caseload by position, and shall include the employees'

EXHIBIT A

STATEMENT OF WORK

names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, and hire and/or termination date. The reports shall be received by County no later than twenty (20) calendar days following the end of the month being reported.

- D. **IMPLEMENTATION PROGRESS REPORT.** During the first year that this agreement is in effect, Contractor shall submit a bi-monthly Implementation Progress Report, which will contain the information described in Section 9.E, below.
- E. **PROGRAMMATIC.** After the first year that the Program is in operation, Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than twenty (20) calendar days following the end of the quarter being reported. Programmatic reports shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, number of active cases, number of Client's admitted/ discharged, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes. 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. In addition, Contractor shall track the following and report to County in Contractor's quarterly Programmatic Report:
1. Client age;
 2. Client zip code;
 3. Number of types of services, groups, or other services provided.
 4. Number of clients served in which language (English/Spanish/Other);
 5. Number of groups offered in which language (English/Spanish/Other)
- F. **PROGRAM EVALUATION, PERFORMANCE AND OUTCOME MEASURES.** Contractor shall work with County to ensure satisfactory data collection and compliance with the Outcomes described in Exhibit E, Program Goals, Outcomes and Measures.
- G. **ADDITIONAL REPORTS.** Contractor shall maintain records and make statistical reports as required by County and the California State Department of Mental Health 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.

EXHIBIT A

STATEMENT OF WORK

10. **PERFORMANCE.** Contractor shall adhere to the County's ADMHS Model of Care¹, ADMHS Code of Conduct, ADMHS requirements, all relevant provisions of the California Code of Regulations Title 9, Chapter 14 and all relevant provisions of applicable law that are now in force or which may hereafter be in force.

11. 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.

12. **CONFIDENTIALITY.** Contractor agrees to maintain the confidentiality of patient records pursuant to 45 CFR §205.50 (requires patient, or patient representative, authorization specific to psychiatric treatment prior to release of information or a judge signed court order if patient authorization unavailable) and Section 13 of this Agreement. Patient records must comply with all appropriate State and Federal requirements.

13. CULTURAL COMPETENCE.

- A. Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:
 - 1. The number of Bilingual and Bicultural staff, and the number of culturally diverse clients receiving Program services;
 - 2. Efforts aimed at providing culturally competent services such as training provided to staff, changes or adaptations to service protocol, community education/Outreach, etc.;
- B. Contractor shall fill Program service staff positions with staff that reflects the ethnic makeup of South Santa Barbara County. At all times, the Contractor shall be staffed with personnel, or provide individuals who are able to communicate in the client preferred language;
- C. Contractor shall maintain Bilingual capacity and provide staff with regular training on cultural competency, sensitivity and the cultures within the community, pursuant to Attachment A;
- D. Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served.

¹ [ADMHS Model of Care](#)

EXHIBIT A

STATEMENT OF WORK

14. NOTIFICATION REQUIREMENTS

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

15. UTILIZATION REVIEW.

- A. Contractor agrees to abide by County Quality Management standards and cooperate with the County's utilization review process which ensures medical necessity, appropriateness and quality of care. This review may include clinical record peer review, client survey, and other utilization review program monitoring practices. Contractor will cooperate with these programs, and will furnish necessary assessment and treatment plan information, subject to Federal or State confidentiality laws, and provisions of this agreement.
- B. Contractor shall identify a senior staff member who will be the designated ADMHS QA contact and will participate in monthly or quarterly provider QA meetings, to review current and coming quality of care issues, as applicable.

16. PERIODIC REVIEW. 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.

17. POLICIES AND PROCEDURES. Contractor shall maintain written policies and procedures to set expectations for Contractor staff and establish consistency of

EXHIBIT A

STATEMENT OF WORK

effort and shall provide a copy to County upon request. The written policies and procedures should be consistent with all applicable State, Federal and County requirements and should cover:

- A. Informed consent for treatment, including medication.
- B. Client rights, including right to treatment with respect and dignity, under the least restrictive conditions, delivered promptly and adequately.
- C. Process for client filings of grievances and complaints.
- D. Admission and discharge (e.g. admission criteria and process; discharge criteria, process and documentation).
- E. Personnel (e.g. required staff, staffing ratios, qualifications, orientation and training).
- F. Hours of operation and coverage, service intensity, staff communication and planning emphasizing a team approach, and staff supervision.
- G. Assessment and treatment processes and documentation (e.g. comprehensive assessment, treatment planning, progress notes).
- H. Treatment, rehabilitation and support services.
- I. Client medical record maintenance.
- J. Program evaluation and performance (quality assurance).
- K. Procedures for compliance with applicable State and Federal laws, including all Equal Employment Opportunity (EEO)/Affirmative Action (AA) requirements. Contractors must comply with the Americans with Disabilities Act.

18. ADDITIONAL PROGRAM REQUIREMENTS FOR MHSA-FUNDED PROGRAMS.

- A. Contractor shall adhere to the following principals:
 - 1. Cultural Competence. Adopting behaviors, attitudes and policies that enable providers to work effectively in cross-cultural situations.
 - 2. Client and Family Driven System of Care. Clients and families of clients identify needs and preferences that result in the most effective services and support.
 - 3. Community Collaboration. Individuals, families, agencies, and businesses work together for a shared vision.

EXHIBIT A

STATEMENT OF WORK

4. Integrated Service Experiences. Services for clients and families are “seamless,” limiting the need for negotiating with multiple agencies and funding sources.
 5. Focus on Wellness. Includes recovery and resilience: people diagnosed with a mental illness are able to live, work, learn and participate fully in their communities.
- B. Materials provided to the public must be printed in English and Spanish (second threshold language).
- C. Services and programs offered in English must also be made available in Spanish.

ATTACHMENT A

SANTA BARBARA COUNTY MENTAL HEALTH PLAN, QUALITY MANAGEMENT STANDARDS

1. The Medi-Cal Mental Health Plan (MHP) of Santa Barbara County has established the following standards for all organizational, individual, and group providers. These standards apply equally to all services delivered under the umbrella of “traditional” Short-Doyle as well as the more recent “consolidated” Medi-Cal Fee-for-Service providers. The established standards are:
 - A. Assessment
 1. Initial: Each individual served for sixty days or more shall have a comprehensive assessment performed and documented by the 61st day of service. This assessment shall address areas detailed in the source document, MHP’s Agreement with the California State Department of Mental Health.
 2. Update: A re-evaluation/re-assessment of key indicators will occur and be documented within the chart on an annual basis with reassessment of key clinical/functional variables. The time frame for this update is the sixty days prior to the anniversary date of the first day of the month of admission.
 3. A component of the Initial and/or Annual assessment is the completion of the Children’s Performance Outcome Survey (CPOS) instruments or Adult Performance Outcome Survey (APOS) instruments. In the absence of these survey instruments being completed, documentation of client refusal to participate must exist in the chart.
 - B. Specialty Use Providers: Those providers that operate as part of the continuum of care established by the Alcohol Drug and Mental Health Services (ADMHS) clinic/team and provide the assessment or most recent assessment update in order to meet the assessment requirements.
2. Plan of Care
 - A. Coordination and Service Plan (CSP): The plan of care is completed by the provider entity, which is designated by the MHP as an entity that may authorize services.

CSP: The organizations and/or gateways that authorize services through use of the CSP are: The MHP Access Team; the County Adult and Child Teams, traditional organizational providers and programs.
 - B. Frequency: The CSP is completed by the 61st day in all cases in which services will exceed sixty (60) days. Annually, within the sixty (60) days prior to the anniversary date of first opening a client file, this plan must be updated or re-written.

ATTACHMENT A

C. Service Plan (SP): This plan of care is written by any individual, group, or organizational provider that is authorized to deliver services to a beneficiary/client of the ADMHS system.

1. Frequency: Annually the plan (CSP and/or SP) shall be updated or rewritten.
2. Timeliness: The initial plan (CSP and/or SP) shall be written within sixty (60) days of initial contact. Plans shall be re-written during the sixty (60) day window that precedes the anniversary date of first opening of the client file.

D. Content of Client Plans:

1. Specific, observable or quantifiable goals.
2. Identify the proposed type(s) of intervention.
3. Have a proposed duration of intervention(s).
4. Be signed (or electronic equivalent) by: the person providing the service(s), or a person representing a team or program providing services, or a person representing the MHP providing services.
5. If the above staff are not of the approved category, review by and dated co-signature of the following is required:
 - a) A physician;
 - b) a licensed/"waivered" psychologist;
 - c) a licensed/registered/"waivered" social worker;
 - d) a licensed/registered/"waivered" Marriage and Family Therapist, or
 - e) a registered nurse.
- e. Client plans shall be consistent with the diagnoses and the focus of intervention will be consistent with the client plan goals.
- f. There will be documentation of the client's participation in and agreement with the plan. This includes client signature on the plan and/or reference to client's participation and agreement in progress notes.
- g. The MHP will give a copy of the client plan to the client on request. (Each Provider must determine where and how this is documented.)
3. Progress Notes and Billing Records: The Santa Barbara ADMHS MHP services must meet the following criteria, as specified in the MHP'S Agreement with the California State Department of Mental Health.
 - a. All entries will include the date services were provided.

ATTACHMENT A

- b. The client record will contain timely documentation of care. Services delivered will be recorded in the client record within one working day of service delivery.
- c. Mental health staff/practitioners will use client records to document client encounters; relevant aspects of client care, including relevant clinical decisions and interventions.
- d. All entries in the client record will include the signature of the person providing the service (or electronic equivalent); the person's professional degree, licensure or job title; and the relevant identification number.
- e. The record will be legible.
- f. The client record will document referrals to community resources and other agencies, when appropriate.
- g. The client record will document follow-up care, or as appropriate, a discharge summary.
- h. Timeliness/Frequency of Progress Notes
 - i. Shall be prepared for every Service Contact including:
 - 1. Mental Health Services (Assessment, Evaluation, Collateral, Individual/Group/Family Therapy, Individual/Group/Family Rehabilitation);
 - 2. Medication Support Services;
 - 3. Crisis Intervention;
 - 4. Targeted Case Management.
 - ii. Shall be daily for:
 - 1. Crisis Residential;
 - 2. Crisis Stabilization (1x/23hr);
 - 3. Day Treatment Intensive.
 - iii. Shall be weekly for:
 - 1. Day Treatment Intensive for Clinical Summary;
 - 2. Day Rehabilitation;
 - 3. Adult Residential.
 - iv. On each shift for other services such as Psychiatric Health Facility.
- 4. EPSDT Notification. Shall be provided for any Medi-Cal beneficiary under 21 who has been admitted with an emergency psychiatric condition to a hospital with which the MHP has a Agreement.
- 5. STATE MENTAL HEALTH PLAN REQUIREMENTS
 - a. Contractor shall display Medi-Cal Member Services Brochures in English and Spanish in their offices. In addition, providers 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

ATTACHMENT A

Mental Health Plan (MHP) self addressed envelopes to be used to send grievances or appeals to ADMHS Quality Assurance department.

- b. Contractor shall be knowledgeable of MHP policies on Beneficiary Rights as outlined in the Medi-Cal Member Services Brochures.
- c. Contractor shall ensure that direct service staff attend two cultural competency trainings per fiscal year and shall retain evidence of attendance for the purpose of reporting to the Cultural Competency Coordinator.
- d. Contractor 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, & writing Spanish language. Additionally, interpreters and users of interpreters must attend one training per fiscal year on interpretation in the mental health field-this workshop is offered through the county at least one time per year. Contractor shall retain evidence of employees' attendance at these workshops.
- e. Contractor shall provide timely access to care and service delivery in the following areas as required by the State MHP standards:
 - i. Where applicable, 24 hours per day, 7 days per week access to "urgent" services (within 24 hours) and "emergency" services (same day);
 - ii. Access to routine appointments (1st appt within 10 business days. When not feasible, Contractor shall give the beneficiary the option to re-contact the Access team and request another provider who may be able to serve the beneficiary within the 10 business day standard).
 - iii. Providers need to be informed that the MHP Quality Assurance team of Santa Barbara County monitors timeliness of service delivery.
- f. Contractor shall not create, support or otherwise sanction any policies or procedures that discriminate against Medi-Cal beneficiaries. Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial beneficiaries or, in the alternative, Contractor shall offer hours of operation that are comparable to those hours offered to Medicaid fee-for-service clients, if the provider serves only Medicaid beneficiaries.
- g. 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. As identified in the new Provider Relations Policy approved by the Director and the Executive team, the proposed process for ensuring compliance and implementing corrective actions is as follows:
 - i. 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

ATTACHMENT A

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.

- ii. Following the 90 day Period of Review, should Contractor be unable to fulfill contractual obligations regarding compliance, Contractor shall meet with the Quality Assurance Manager within 30 calendar days to identify barriers to compliance. If an agreement is reached, the provider shall have not more than 30 calendar days to provide proof of compliance. If an agreement is not forthcoming, the issue will be referred to the Executive Management Team which will review the issue and make a determination of appropriate action. Such action may include, but are not limited to: suspension of referrals to the individual or organizational provider, decision to de-certify or termination of Agreement, or other measures.

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

EXHIBIT B

EXHIBIT B

FINANCIAL PROVISIONS

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

This Agreement provides for reimbursement for adult mental health services up to a Maximum Contract Amount. For Title XIX Short-Doyle/Medi-Cal (SD/MC), MHSA 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 §§5704-5724, and other applicable Federal, State and local laws, rules, manuals, policies, guidelines and directives.

I. PAYMENT FOR SERVICES

- A. Performance of Services. Contractor shall be compensated on a cost reimbursement basis for provision of the Units of Service (UOS) established in Exhibit B-1 based on satisfactory performance of the adult mental health services described in Exhibit A.
- B. Non-Medi-Cal Services. County recognizes that the services provided by Contractor's Program, described in Exhibit A, may not be reimbursable by Medi-Cal, or may be provided to individuals who are not Medi-Cal eligible, and such services may be reimbursed by other County, State, and Federal funds only to the extent specified in Exhibit B-1. Funds for these services are included within the Maximum Contract Amount, and are subject to the same requirements as funds for services provided pursuant to the Medi-Cal program.
- C. Limitations on Use of Funds Received Pursuant to this Agreement. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A to this Agreement. Expenses shall comply with the requirements established in OMB A-87 and applicable regulations. Violation of this provision or use of County funds for purposes other than those described in Exhibit A shall constitute a material breach of this Agreement.
- D. Startup Costs. Contractor shall be reimbursed for expenses associated with Program startup as described in Exhibit B-1 and in Contractor's approved budget.

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount has been calculated based on the total services to be provided pursuant to this Agreement as set forth in Exhibit B-1 and shall not exceed **\$175000**. The Maximum Contract Amount shall consist of County, State, and/or Federal funds as shown in Exhibit B-1. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

EXHIBIT B

III. OPERATING BUDGET

Prior to the Effective Date of this Agreement, Contractor shall provide County with an Operating Budget on a format acceptable to, or provided by County, based on costs net of revenues as described in this Exhibit B, Section IV (Accounting for Revenues). Contractor's approved Operating Budget shall be used to confirm the Provisional Rate to be paid to Contractor as set forth in Exhibit B-1, for the services to be provided pursuant to this Agreement.

IV. ACCOUNTING FOR REVENUES

- A. Accounting for Revenues. Contractor shall comply with all County, State, and Federal requirements and procedures, as described in WIC Sections 5709, 5710 and 5721, 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 EPSDT/Medi-Cal, Healthy Families, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Grants, and any other revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor shall also be accounted for in the Operating Budget.
- B. Internal Procedures. Contractor shall maintain internal financial controls which adequately ensure proper billing and collection procedures. Contractor's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. Contractor shall pursue payment from all potential sources in sequential order, with SD/MC as payor of last resort. Contractor is to attempt to collect first from Medicare (if site is Medicare certified), then from insurance. All fees paid by or on behalf of patients/clients receiving services under this Agreement shall be utilized by Contractor only for the delivery of mental health service units specified in this Agreement.

V. REALLOCATION OF PROGRAM FUNDING

Contractor shall make written application to Director, in advance, to reallocate funds as outlined in Exhibit B-1 between programs, for the purpose of meeting specific program needs or for providing continuity of care to its clients. Contractor's application shall include a narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining impact of the reallocation as may be applicable to future years. The Director's decision of whether to allow the reallocation of funds shall be in writing to Contractor prior to implementation by Contractor.

VI. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS:

- A. Submission of Claims and Invoices. Contractor shall submit a written invoice within 10

EXHIBIT B

calendar days of the end of the month in which mental health services are delivered that: i) states the amount owed by County, and ii) includes the Agreement number and signature of Contractor's authorized representative. Invoices for payments that are based upon Exhibit B-1 must contain sufficient detail and supporting documentation to enable an audit of the charges. Invoices shall be delivered electronically to the County designated representative or to:

Santa Barbara County Alcohol, Drug, and Mental Health Services
ATTN: Accounts Payable
300 North San Antonio Road Bldg. 3
Santa Barbara, CA 93110 –1316

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

Startup Costs. Contractor shall submit a written invoice within 30 calendar days of the end of the month in which startup costs are incurred that: i) states the amount owed by County, and ii) includes the Agreement number and signature of Contractor's authorized representative. Invoices submitted for payments that are based upon Exhibit B-1 must contain sufficient detail and supporting documentation to enable an audit of the charges.

- B. Monthly Expenditure and Revenue Report and Projection Report. Contractor shall submit a monthly Expenditure and Revenue Report and Projection Report as described in the Reports Section of Exhibit A to this Agreement.
- C. Withholding Of Payment for Non-submission of Information. If any required data, invoice or report(s) is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Director or designee. Director or designee shall review such submitted service data within sixty (60) calendar days of receipt.
- D. Withholding Of Payment for Unsatisfactory Clinical Documentation. Director or designee shall have the option to deny payment for services when documentation of clinical services does not meet minimum State and County written standards.
- E. Claims Submission Restrictions.

No Payment for Services Provided Following Expiration/ Termination of Agreement. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such

EXHIBIT B

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.

- F. Claims Certification and Program Integrity. Contractor shall certify that all claims submitted to County for services provided under this Agreement are true and accurate to the best of Contractor's knowledge.
- G. Tracking of Expenses. Contractor shall inform County when seventy-five percent (75%) of the Maximum Contract Amount has been incurred based upon Contractor's own billing records. Contractor shall send such notice to those persons and addresses which are set forth in the Agreement, Section 2 (NOTICES).

VII. COST REPORT

- B. Submission of Cost Report. Within forty-five (45) days after the close of the Fiscal Year covered by this Agreement, Contractor shall provide County with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the prior fiscal year. The Annual Cost Report shall be prepared by Contractor in accordance with all applicable federal, state and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by Contractor shall be reported in its annual Cost Report, and shall be used to offset gross cost. Contractor shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to Director or Designee upon reasonable notice.
- C. Cost Report to be Used for Final Settlement. The Cost Report shall be the final financial and statistical report submitted by Contractor to County, and shall serve as the basis for final settlement to Contractor. Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.
- D. Withholding Payment. County shall withhold the final month's payment under this Agreement until such time that Contractor submits its complete Annual Cost Report.
- E. Penalties. In addition, failure of Contractor to submit accurate and complete Annual Cost Report(s) by the ninetieth (90th) day after the close of the Fiscal Year or the expiration or termination date of this Agreement shall result in:
 - 1. A Late Penalty of ONE HUNDRED DOLLARS (\$100) for each day that the accurate and complete Annual Cost Report(s) is (are) not submitted. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report.

EXHIBIT B

The Late Penalty shall commence on the ninety-first (91st) day following either the end of the applicable Fiscal Year or the expiration or termination date of this Agreement. County shall deduct the Late Penalty assessed against Contractor from the final month's payment due under the Agreement.

2. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred fiftieth (150th) day following either the end of the applicable Fiscal Year or the expiration or termination date of this Agreement, then all amounts covered by the outstanding Annual Cost Report(s) and paid by County to Contractor in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding shall be repaid by Contractor to County. Further, County shall terminate any current contracts entered into with Contractor for programs covered by the outstanding Annual Cost Reports.

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

VIII. PREAUDIT COST REPORT SETTLEMENT.

- A. Pre-audit Cost Report Settlement. Based on the Annual Cost Report(s) submitted pursuant to this Exhibit B Section VII (Cost Reports), at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the State and County will perform a pre-audit cost report settlement. Such settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or federal statutes, regulations, policies and procedures, or requirements pertaining to cost reporting and settlements for applicable federal and/or State programs. Settlement shall be adjusted to the lower of:
 1. The Contractor's actual costs.
 2. The State's Schedule of Maximum Allowances (SMA), if applicable.
 3. The Maximum Contract Amount (MCA) of this Agreement.
- B. Issuance of Findings. County's issuance of its pre-audit cost report settlement findings shall take place no later than one-hundred-twenty (120) calendar days after the receipt by County from the State of the State's Final Cost Report Settlement package for a particular fiscal year.
- C. Payment. In the event that Contractor adjustments based on any of the above methods indicate an amount due the County, Contractor shall pay County by direct payment

EXHIBIT B

within thirty (30) days or from deductions from future payments, if any, at the sole discretion of the Director.

IX. AUDITS, AUDIT APPEALS AND POST-AUDIT SHORT-DOYLE/MEDI-CAL FINAL SETTLEMENT.

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

EXHIBIT B-1

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

CONTRACTOR NAME: Santa Barbara Neighborhood Clinics FISCAL YEAR: 2010-11

	PROGRAM			TOTAL
	Mental Health Services in Primary Care Settings			
DESCRIPTION/MODE/SERVICE FUNCTION:	NUMBER OF UNITS PROJECTED (based on history):			
Outpatient - Placement/Brokerage (15/01-09)	As Budgeted			
Outpatient Mental Health Services (15/10-59)	As Budgeted			
SERVICE TYPE: M/C, NON M/C	MHSA			
UNIT REIMBURSEMENT	cost			
COST PER UNIT/PROVISIONAL RATE:				
Outpatient - Placement/Brokerage (15/01-09)	Cost Reimbursed			
Outpatient Mental Health Services (15/10-59)	Cost Reimbursed			

GROSS COST:	\$	190,000			\$190,000
LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)					
A PATIENT FEES	\$	10,000			\$10,000
B PATIENT INSURANCE					\$0
C CONTRIBUTIONS	\$	5,000			\$5,000
D FOUNDATIONS/TRUSTS					\$0
E SPECIAL EVENTS					\$0
F OTHER (LIST):					\$0
TOTAL CONTRACTOR REVENUES	\$	15,000		\$ -	\$15,000
MAXIMUM CONTRACT AMOUNT:	\$	175,000	\$ -	\$ -	\$ 175,000

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT					
A	MEDI-CAL/FFP				\$ -
B	OTHER FEDERAL FUNDS				\$ -
C	REALIGNMENT/VLF FUNDS				\$ -
D	STATE GENERAL FUNDS				\$ -
E	COUNTY FUNDS				\$ -
F	HEALTHY FAMILIES				\$ -
G	TITLE 4E				\$ -
H	AB 3632				\$ -
I	EPSDT				\$ -
J	FIRST 5 GRANT				\$ -
K	MHSA	\$	175,000	\$ -	\$ 175,000
L	MHSA MEDI-CAL MATCH				\$ -
	TOTAL (SOURCES OF FUNDING)	\$	175,000	\$ -	\$ 175,000

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

EXHIBIT B-2 Contractor Budget

AGENCY NAME:	Santa Barbara Neighborhood Clinics					
COUNTY FISCAL YEAR:	2010-11					
Gray Shaded cells contain formulas, do not overwrite						
COLUMN #	1	2	3	4	5	6
I. REVENUE SOURCES:		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	HIV/AIDS Program	TB Testing	Santa Barbara Neighborhood Counseling Program
1	Contributions	\$ 155,000	\$ 5,000			\$ 5,000
2	Foundations/Trusts	\$ 1,450,000	\$ -			
3	Special Events	\$ 180,000	\$ -			
4	Legacies/Bequests	\$ 50,000	\$ -			
5	Associated Organizations		\$ -			
6	Membership Dues		\$ -			
7	Sales of Materials		\$ -			
8	Investment Income	\$ 22,000	\$ -			
9	Miscellaneous Revenue		\$ -			
10	ADMHS Funding	\$ 220,120	\$ 220,120	\$ 41,680	\$ 3,440	\$ 175,000
11	Other Government Funding		\$ -			
12	Other (specify)	\$ 251,000	\$ -			
13	Other (specify)	\$ 59,000	\$ -			
14	Other (specify)	\$ 3,445,000	\$ -			
15	Other (specify)	\$ 10,000	\$ -			
16	Other (specify)	\$ 65,000	\$ -			
17	Other (specify)		\$ -			
18	Total Other Revenue (Sum of lines 1 through 17)	\$ 5,907,120	\$ 225,120	\$ 41,680	\$ 3,440	\$ 180,000
I.B Client and Third Party Revenues:						
19	Medicare	\$ 105,000	-			
20	Client Fees	\$ 753,000	10,000			\$ 10,000
21	Insurance	\$ 22,000	-			
22	SSI		-			
23	Other (specify)	\$ 10,000	-			
24	Total Client and Third Party Revenues (Sum of lines 19 through 23)	890,000	10,000	-	-	10,000
25	GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 24)	6,797,120	235,120	41,680	3,440	190,000

EXHIBIT B-2 Contractor Budget

	III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	HIV/AIDS Program	TB Testing	Santa Barbara Neighborhood Counseling Program
26	Salaries (Complete Staffing Schedule)	4,605,600	\$ 159,479	\$ 28,691	\$ 2,806	\$ 127,982
27	Employee Benefits	366,120	\$ 18,981	\$ 2,381	\$ 100	\$ 16,500
28	Consultants	53,000	\$ -			
29	Payroll Taxes	330,000	\$ 13,650	\$ 2,482	\$ 100	\$ 11,068
30	Personnel Costs Total (Sum of lines 26 through 29)	\$ 5,354,720	\$ 192,110	\$ 33,554	\$ 3,006	\$ 155,550
31	Professional Fees	16,500	\$ 1,404	\$ 304		\$ 1,100
32	Supplies	481,400	\$ 4,203	\$ 3,003		\$ 1,200
33	Telephone	48,000	\$ 1,200			\$ 1,200
34	Postage & Shipping	12,000	\$ 1,785	\$ 985	\$ 200	\$ 600
35	Occupancy (Facility Lease/Rent/Costs)	481,300	\$ 1,200			\$ 1,200
36	Rental/Maintenance Equipment	35,000	\$ -			
37	Printing/Publications	40,500	\$ 1,583	\$ 783	\$ 200	\$ 600
38	Transportation	15,000	\$ 600			\$ 600
39	Conferences, Meetings, Etc	6,000	\$ 1,100			\$ 1,100
40	Insurance	146,500	\$ 885	\$ 251	\$ 34	\$ 600
41	Other (specify)	160,200	\$ -			
42	Other (specify)		\$ -			
43	Other (specify)		\$ -			
44	Other (specify)		\$ -			
45	Other (specify)		\$ -			
46	SUBTOTAL DIRECT COSTS	\$ 6,797,120	\$ 206,070	\$ 38,880	\$ 3,440	\$ 163,750
III. INDIRECT COSTS						
47	Administrative Indirect Costs		\$ 29,050	\$ 2,800		\$26,250
48	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 46+ 47)	\$ 6,797,120	\$ 235,120	\$ 41,680	\$ 3,440	\$ 190,000

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

1. INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

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

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

Indemnification pertaining to Professional Services:

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

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

2. INSURANCE

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

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

EXHIBIT C

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

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

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

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

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

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

EXHIBIT C

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

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

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

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

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

Program Evaluation: Integrating Primary and Mental Health Care in Community Health Clinics		
IMPACT Program Outcomes		
❖ Ensure that depression in older adults is identified	<ul style="list-style-type: none"> ✓ Provide screening of all primary care patients who are older adults ✓ Provide a structured assessment for depression by a mental health practitioner within 4 weeks of screening 	<ul style="list-style-type: none"> ✓ % of patients with documentation of annual screening for depression with the PHQ-2 or similar screening measure ✓ % of patients with a positive screen who receive a structured depression assessment (e.g. PHQ-9) to help confirm a diagnosis of depression within 4 weeks of screening
❖ Ensure that depression in older adults is treated	<ul style="list-style-type: none"> ✓ Provide mental health treatment for older adults diagnosed with depression 	<ul style="list-style-type: none"> ✓ Initiation of Treatment: % of primary care patients diagnosed with depression who initiated treatment (i.e. medication, psychotherapy) attended a mental health specialty visit within 4 weeks of initial diagnosis ✓ Measurement of Treatment Outcomes: % of primary care patients treated for depression who receive a structured clinical assessment (i.e., PHQ-9) of depression severity at: <ul style="list-style-type: none"> - Baseline: within 2 weeks prior or subsequent to treatment initiation - Follow-up: within 8 to 12 weeks following treatment initiation -Continuation: within 3 to 6 months following treatment initiation ✓ Adjustment of Treatment Based on Outcomes: % of primary care patients treated for depression with a PHQ-9 score of ≥ 10 at follow up who receive an adjustment to their depression treatment (e.g. change in medication or psychotherapy) or attend a mental health specialty consult within 8-12 weeks of initiating treatment
❖	<ul style="list-style-type: none"> ✓ Reduce depression symptoms in individuals who receive treatment 	<ul style="list-style-type: none"> ✓ % of patients treated for depression who have a decrease $> 50\%$ in depression symptom levels from baseline as measured by the PHQ-9 and a PHQ-9 score < 10 within 6

EXHIBIT E

PROGRAM GOALS, OUTCOMES AND MEASURES

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

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

❖	✓ Reduce symptoms of mental health conditions in individuals who receive treatment	<p>Outcomes: % of primary care patients treated for mental health conditions with a PHQ-9 score of ≥ 10 at follow up who receive an adjustment to their depression treatment (e.g. change in medication or psychotherapy) or attend a mental health specialty consult within 8-12 weeks of initiating treatment</p> <p>✓ % of patients treated for mental health conditions who have a decrease $> 50\%$ in symptom levels from baseline within 6 months of initiating treatment</p>
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