

**CONTRACT FOR BEHAVIORAL HEALTH SERVICES
COUNTY OF SAN LUIS OBISPO BEHAVIORAL HEALTH SERVICES**

THIS CONTRACT, entered into by and between the County of San Luis Obispo, a public entity in the State of California, (hereafter "County") and Transitions-Mental Health Association, a California Corporation (hereafter "Contractor"):

WITNESSETH

WHEREAS, County has a need for mental health services to San Luis Obispo County, Health Agency, Behavioral Health Services, Mental Health clients, as more particularly described on Exhibit A, attached hereto; and

WHEREAS, County has a need for expanding services to reach underserved populations associated with the components of the Mental Health Services Act (MHSA), as more particularly described on Exhibit A; and

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform such special services and

WHEREAS, Contractor is able to furnish such services under the terms and conditions of this Contract and in accordance with applicable law, including all federal and state rules and regulations pertaining to the provision of Medi-Cal services.

WHEREAS, Pursuant to Government Code, section 31000, the County may contract for special services on behalf of public entities including County Behavioral Health.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties agree as follows:

- 1. Scope of Services.** County hereby engages Contractor to perform, and Contractor hereby agrees to perform for County, the services set forth on Exhibit A, attached hereto and incorporated herein by reference, all pursuant to the terms and conditions hereinafter set forth.
- 2. Compensation.** Contractor shall be compensated by County for performing said services in accordance with Exhibit B, attached hereto and incorporated herein by reference.
- 3. Effective Date and Duration.** The effective date and duration of this Contract shall be as specified on Exhibit C, attached hereto and incorporated herein by reference.
- 4. General Conditions.** Contractor and County shall comply with all provisions of County's General Conditions, a copy of which is attached hereto as Exhibit D and incorporated herein by reference.
- 5. Special Conditions.** Contractor and County shall comply with the special conditions attached hereto as Exhibit E and incorporated herein by reference. In the event of conflicts between the provisions of the General Provisions and the Special Conditions, the provisions of the Special Conditions shall be controlling.
- 6. Business Associate Agreement.** Contractor and County shall comply with the County's Business Associate Agreement in accordance with Exhibit F, a copy of which is attached hereto and incorporated herein by reference.

7. **Qualified Service Organization Agreement.** Contractor and County shall comply with all provisions of County's Qualified Service Organization Agreement attached hereto as Exhibit G and incorporated herein by reference.

IN WITNESS WHEREOF County and Contractor have executed this Contract on the day and year set forth below.

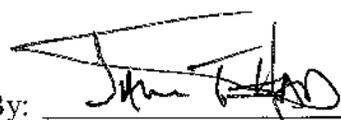
CONTRACTOR

Transitions-Mental Health Association

By: 
Jill Bolster-White, Executive Director

CONTRACTOR

Transitions-Mental Health Association

By: 
James Haas, Board President

Tax ID# Held in Confidential File

EXHIBIT A
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
SCOPE OF SERVICES

CORE PROGRAMS

1. Adult Transitional Program (\$415,469)

- a. Scope of Services: Provide a 24-hour staffed State licensed 12-bed Transitional Residential Treatment Program located at 1511 Osos Street in San Luis Obispo County serving adults with mental illness. The facility shall have 24-hour care and supervision in a residential setting to assist clients in stabilizing symptoms of mental illness outside of the hospital setting.
- b. Service Specifications: Provide a therapeutic environment in which clients are supported in their efforts to acquire and apply interpersonal and independent living skills. The program shall also assist the client in developing a personal community support system to substitute for the program's supportive environment and to minimize the risk of hospitalization and enhance the capability for independent living upon discharge from the program. The services and supports provided at the adult Transitional Residential Treatment Program shall be in compliance with Title 9, Division One, Article 3.5, which includes but is not limited to:
 - 1) Providing structured day and evening services available seven (7) days a week
 - 2) Providing services which emphasize the development of vocational skills, and linkages to services offering transitional employment or job placement
 - 3) Maintaining staff to client ratio and adhering to staffing qualifications and duties
- c. Staffing:
 - 1.00 FTE Program Manager
 - 1.00 FTE Assistant Program Manager
 - 4.00 FTE Adult Residential Counselor
- d. Units of Service:
 - 1) Units Defined:
 - i. Residential Unit = Client-bed/day.
 - ii. Residential Hold Days = Hold bed/day for clients that are an ATP resident but are sent to the Psychiatric Health Facility or are on home visit for up to 14 days
 - 2) Estimated Annual Units:
 - i. Minimum 3,723 Residential Units (12 beds x 365 days x 85% average annual occupancy)
 - ii. Maximum 307 Residential Hold Days (12 beds x 365 days x 7% average hold days)

e. Key Outcomes:

- 1) At least 85% of clients will stabilize for successful discharge to a less restrictive/structured environment in the community within twelve months (unless a waiver is indicated), as indicated in the Client Status Log.
- 2) Clients will report the use of learned applicable interpersonal skills, such as verbal communication, listening skills, problem solving, and decision making skills among others, to deal with stress-related triggers by a minimum increase of 30%
- 3) Clients will demonstrate the use of a community support system by a minimum increase of 30%
- 4) A minimum of 30% of clients admitted into ATP will have been homeless at least within 30 days prior to admission.

f. Measurement Method:

- 1) Pre/post surveys conducted at least bi-annually with at least 51% of clients surveyed

g. Occupancy: Contractor is solely responsible for entering into any necessary rental agreements for the community residences and for initiating and terminating a participants housing placement. Contractor agrees to comply with all applicable laws and legal processes necessary to effectuate such an initiation or termination. The County does not have a lessor or tenant position or a legal relationship vis-à-vis the properties used for this program. Contractor shall maintain a Client Service Log which includes client name, date of birth, Behavioral Health number, name of case worker, admission date to the program, discharge date from the program and the location the client was discharged to, including if the destination was a higher or lower level of care. The Client Status Log will be updated as frequent as necessary to keep the Client Status Log up to date at any given time for all clients in this program.

- 1) The 12 beds at the facility shall be allocated for adults with mental illness, with four (4) beds reserved for homeless adults with mental illness, and assigned according to the following criteria:
 - i. Homeless adults with mental illness who require the level of care provided at the facility will have priority access to the 12 beds
 - ii. Should County be unable to refer a homeless County Behavioral Health client to occupy one of the reserved beds for a period of seven (7) consecutive days or more after said bed becomes vacant or otherwise available for occupancy, then the Contractor may make said bed available for occupancy by a County Behavioral Health client
- 2) As detailed in Title 9, Division One, §531(b)(1), the planned length of stay in the program shall be in accordance with the client's assessed need, but not to exceed one (1) year; however, a length of stay may be extended to a maximum of 18 months to ensure successful completion of the treatment plan and appropriate referral. The reasons for a length of stay beyond one (1) year shall be documented in the client's case record.

- h. Special Reporting:
 - 1) Contractor shall provide monthly reporting for all beds and is due on the tenth day of the following month. Monthly reports will include the following information:
 - i. Number of vacancy and occupancy days for the month reporting
 - ii. Resident's Behavioral Health Client Number and dates of residency
 - iii. Indicate whether resident was considered homeless or not when entering the program.
 - 2) Provide an annual summary of occupancy rate, number of clients served, and the percentage of clients that were homeless prior to entering the program.

2. Community Housing Program (\$242,402)

- a. Scope of Services: Semi-independent housing in the County with Residential Case Management Services for adults with mental illness.
- b. Service Specifications: Provide 40 beds of semi-independent living environments in community residences within the County. Semi-independent means less than 24-hour supervision in unlicensed homes. Admission into housing program will be based on consideration of client's mental disorder and compatibility with current house residents. Severely psychotic persons unable to function without close supervision are not permissible in the program. Provides stable and affordable housing with supports to assist clients in managing chronic symptoms of illness, decreasing psychiatric hospitalizations, providing crisis services, and developing problem solving skills related to daily living, housing, and employment. This program also encourages development of community support systems to decrease reliance on institutional alternatives.
- c. Staffing:
 - 1) 0.50 FTE Program Manager
 - 2) 0.50 FTE Housing Assistant
 - 3) 0.20 FTE Supply Delivery Worker / Driver (relief)
- d. Units of Service:
 - 1) Units Defined:
 - i. Residential Unit = Client-bed/day.
 - 2) Minimum Annual Units:
 - i. 13,432 Residential Units (40 beds x 365 days x 92% average annual occupancy)
- e. Key Outcomes:
 - 1) 90% of clients served will be diverted from higher level placements while enrolled in the program, as indicated on the Client Status Log

- 2) Clients will demonstrate the use of Adult Daily Living (ADL) skills for independent living and development of community support systems by a minimum increase of 30%
- 3) A minimum of 30% of clients admitted into Community Housing will have been homeless within 12 months prior to admission.
- f. Measurement Method:
 - 1) Pre/post surveys conducted at least bi-annually with at least 51% of clients surveyed
- g. Occupancy: Contractor is solely responsible for entering into any necessary rental agreements for the community residences and for initiating and terminating a participant’s housing placement. Contractor agrees to comply with all applicable laws and legal processes necessary to effectuate such an initiation or termination. The County does not have a lessor or tenant position or a legal relationship vis-a-vis the properties used for this program. Maintain a Client Service Log which includes client name, date of birth, Behavioral Health number, name of the case worker, admission date to the program, discharge date from the program and the location the client was discharged to, including if the destination was a higher or lower level of care. The Client Status Log will be updated as frequent as necessary to keep the Client Status Log up to date at any given time for all clients in this program.
- h. Special Reporting: Provide an annual summary of occupancy rate, number of clients served, and the percentage of clients that were homeless prior to entering the program

3. Residential Case Management Services (\$162,461)

- a. Scope of Services: Residential Case Management Services are conducted in conjunction with the 40 bed Community Housing Program referenced in Section 2 of this Exhibit A (above), plus three (3) independent living clients. The services consist of interventions designed to provide stabilization of mental illness, decrease in psychiatric hospitalizations, and restoration/maintenance of functioning consistent with the requirements for learning, independent living and enhanced self-sufficiency.
- b. Service Specifications: Assistance with housing / maintenance of living environment; budgeting, independent living skills, symptom / medication management, providing crisis services life skills training; interventions to improve functional impairments; training in leisure activities, and collateral work with significant support persons in the life of the individual. Contractor will have the capacity to serve 43 open cases at any one time.
- c. Staffing:
 - 1) 0.50 FTE Program Manager
 - 2) 2.0 FTE Residential Case Manager
- d. Units of Service:
 - 1) Units Defined:
 - i. Unique Client = Unique client receiving Residential Case Management Services during the contract period

- ii. Client Slots = Number of clients that staffing is set to serve at one time.
 - iii. Service Unit = County Billing System Service Minute Entered
 - 2) Minimum Annual Units:
 - i. 50 Unique Clients
 - ii. 43 Client Slots
 - iii. 100,000 Billable Service Units
- e. Key Outcomes:
 - 1) 90% of clients served will be deferred from higher level placements, as indicated in the Client Status Log
 - 2) Clients will demonstrate community participation through learned activities, such as enhanced self-sufficiency, life skill training, and medication management among others by a minimum increase of 30%
 - 3) Clients will demonstrate the use of coping skills to help them better manage their mental health symptoms by a minimum increase of 30%
 - 4) Clients will demonstrate the use of tools to manage their finances and the key elements of employment by a minimum increase of 30%
- f. Measurement Method:
 - 1) Pre/post surveys conducted at least bi-annually with at least 51% of clients surveyed

4. Vocational Rehabilitation Services – Growing Grounds Farm (\$215,426)

- a. Scope of Services: Services are designed to provide vocational training, support and experience at a wholesale farm and nursery to County Behavioral Health clients. The services will include entry level gardening groups that serve as engagement points and preliminary vocational skill building for mental health consumers. The goal for all participants is to develop the skills necessary to move to a more independent work setting within the community. Vocational Rehabilitation Services begin with volunteer employment at the Growing Grounds Farm. Clients may be offered paid employment based on their program performance as a volunteer. Clients are encouraged to utilize community employment activities, including the Supported Employment Program and SLO Wellness Center services.
- b. Service Specifications:
 - 1) Provide a nursery/farm vocational rehabilitation program in the city of San Luis Obispo.
 - 2) Revenues received from marketing nursery/farm products shall be maintained by the Contractor, which will be used to offset the salary costs and the operating expense of the program.
 - 3) Staff-to-client ratio will be no less than 1 FTE staff per 8 clients.
 - 4) Vocational rehabilitation services will work in conjunction with the Social Rehabilitation and Supported Employment Programs.

- 5) Referrals from County Behavioral Health will be given priority for all vacancies in this vocational rehabilitation program. Determination of appropriateness of the placement shall be a joint responsibility of the Program Manager of the vocational rehabilitation program and County Behavioral Health. Acceptance into the vocational rehabilitation program shall be based on consideration of the applicant's needs and potential benefit from the program. Individuals not acceptable include, but are not limited to, severely psychotic persons unable to function without close medical supervision, persons who are a danger to themselves or others, or physically impaired persons requiring nursing care.
- c. Staffing:
 - 1) 1.00 FTE Program Manager
 - 2) 1.00 FTE Assistant Manager
 - 3) 1.00 FTE Nursery Coordinator
 - 4) 1.00 FTE Nursery Assistant/Driver
 - 5) 0.75 FTE Rehabilitation Supervisor
 - 6) 0.25 FTE Salesperson
 - d. Units of Service:
 - 1) Units Defined:
 - i. Attendance Unit = Any portion of one day attended by client
 - ii. Client Served = Client receiving at least one Attendance Day Unit during fiscal year.
 - 2) Minimum Annual Units:
 - i. 2,639 Attendance Units
 - ii. 60 Unduplicated Clients Served
 - e. Key Outcomes:
 - 1) 20% (12 clients) will move into a more independent work setting within the community, including Growing Grounds Downtown or Supported Employment Program placement.
 - 2) Clients will demonstrate understanding of the tools needed to move forward in attaining their employment goals by a minimum increase of 30%
 - f. Measurement Method:
 - 1) Pre/post surveys conducted retrospectively at least bi-annually with at least 51% of clients surveyed

5. Social Rehabilitation Services (Services provided at Wellness Centers) (\$427,518)

- a. Scope of Services: Person-centered, recovery based services designed for life enrichment, personal development, peer support, community resources, recovery education, social skill development, and social rehabilitation workshops, for adults with mental illness who would otherwise remain withdrawn and isolated. Services

provided by the SLO and AG Wellness Center are gauged for multiple age groups, and various cultures with focus upon recovery, independence, wellness and empowerment. Staffing will consist of 1.00 FTE direct care service staff per 12 clients for the San Luis Obispo and Arroyo Grande Sites.

b. Service Specifications:

- 1) Provide two Wellness Centers, leased by the Contractor, one located in the City of San Luis Obispo (SLO Wellness Center, “Hope House”) and one in the City of Arroyo Grande (AG Wellness Center, “Safe Haven”) serving south County. Each Center shall facilitate various recovery-oriented classes, groups, trainings, and vocational rehabilitation services. Peer Support Activities will also be offered at each Wellness Center.
- 2) Social Rehabilitation Workshop Courses are offered ongoing in 8-12 week increments, depending on the curriculum. Referrals from County Behavioral Health will be given priority. Acceptance into the Social Rehabilitation Workshop shall be based on the consideration of the applicant’s desire and intended benefit from the Workshop. An expectation is addressed with each individual admitted regarding requirements of their commitment to the Workshop.
- 3) Through a team approach, Wellness Center staff will work with the Single Accountable Individual (SAI) to provide individual treatment plans for each client in conjunction with providing and/or facilitating the following:
 - i. Individual and group contacts in a day program setting, including assistance in restoring or maintaining an individual’s or group of individual’s functional skills, daily living skills, social skills, grooming and personal hygiene skills, meal preparation skills, medication awareness, crisis services, case management and support resources.
 - ii. Supportive counseling of the individual
 - iii. Medication education
 - iv. Pre-vocational skills training and work opportunities
 - v. Mental Health wellness and recovery focus groups and support
 - vi. Client-run committees that will develop monthly activities and programming
 - vii. Client-run support groups
- 4) Provide the program set forth herein above for each location as detailed below:
 - i. San Luis Obispo Wellness Center, “Hope House”, is located in the new Nipomo Street Studios and is partially funded by MHSA (\$30,000):
 - (i) Wellness Center shall be open a minimum of four (4) days a week, 24 hours a week, including evening and weekend activities.

- (ii) Tenants in MHSA housing at Nipomo Street Studios will be encouraged to participate in one self-help activity at the Wellness Center per month.
 - ii. Arroyo Grande Wellness Center, “Safe Haven”:
 - (i) Wellness Center shall be open a minimum of five (5) days a week, 30 hours a week, including evening and weekend activities.
- c. Staffing:
 - 1) 0.50 FTE Program Manager
 - 2) 2.00 FTE Supervisors
 - 3) 1.75 FTE Assistant Supervisors
 - 4) 0.50 FTE Center Support Aide
- d. Units of Service:
 - 1) Units Defined:
 - i. Service Unit = County Billing System Service Minute Entered
 - ii. Client Served = Client receiving Social Rehabilitation services
 - iii. Recovery-Oriented Activity = Various recovery-oriented classes, groups, courses and trainings
 - 2) Minimum Annual Units:
 - i. 80,000 Billable Service Units
 - ii. 115 unduplicated County Behavioral Health Clients Served
 - iii. 100 unduplicated non-County Behavioral Health Clients Served
 - iv. 1,500 Recovery-Oriented Activities
- e. Key Outcomes:
 - 1) Clients will demonstrate community participation through learned activities, such as enhanced self-sufficiency, life skill training, and medication education among others by a minimum increase of 30%
 - 2) Clients will use learned coping skills to help them better manage their mental health symptoms by a minimum increase of 30%
- f. Measurement Method:
 - 1) Pre/post surveys conducted retrospectively at least bi-annually with at least 51% of clients surveyed
- g. Occupancy: Contractor is solely responsible for entering into any necessary rental agreements for property where the social rehabilitations services can be provided, and for initiating and terminating such agreements. The County does not have a lessor or tenant position or a legal relationship vis-à-vis the properties used for this program.

6. Youth Treatment Program (\$114,722)

- a. Scope of Services: 24-hour staffed, State licensed 9-bed facility in San Luis Obispo County serving youth ages 11-18 from the County Behavioral Health system.

- b. Services Specifications: Provide family, individual and group therapy, independent living skills training, ongoing assessment, recreational and cultural activities, coordination of medical care and educational planning and support. Focus is on moving client to a less restrictive environment and/or family reunification and amelioration of mental and behavioral symptoms which interfere with the client's functioning at home and in the school. Adhere to the staff-to-client ratio as determined by State Department of Social Services Community Care Licensing Division. Contractor shall collaborate with all parties involved with the client and family including, but not limited to, schools, doctors, County Department of Social Services, and County Probation.
- c. Staffing:
 - 1) 1.00 FTE Program Manager
 - 2) 2.00 FTE Assistant Manager
 - 3) 1.50 FTE Therapist
 - 4) 7.00 FTE Residential Youth Counselor
- d. Units of Service:
 - 1) Units Defined:
 - i. Residential Day = Client-bed/day
 - 2) Minimum Annual Units:
 - i. 2,957 Residential Days (9 beds x 365 days x 90% average annual occupancy rate)
- e. Key Outcomes:
 - 1) At least 80% of clients served will be maintained at or below the Youth Treatment Program Residential Care Level (RCL).
 - 2) After a consecutive 60 day program orientation, 60%of youth will reunify with a family member, permanent adult guardian or independent living setting.
- f. Measurement Method:
 - 1) Pre/post surveys conducted retrospectively at least bi-annually with at least 51% of clients surveyed

7. Medi-Cal Outreach and Enrollment (\$29,000)

- a. Scope of Services: Provide re-enrollment assistance to high-risk Medi-Cal eligible community members and engage high-risk behavioral health populations in Medi-Cal retention.
- b. Service Specifications: Pursuant to SB 18, counties and community-based organizations will use this funding to assist current Medi-Cal beneficiaries in renewing their coverage in FY 2015-16. In compliance with newly mandated Patient Protection and Affordable Care Act, the Medi-Cal renewal process and forms have changed. Beneficiaries that had Medi-Cal pre-ACA or are new to Medi-Cal could benefit from renewal assistance. TMHA has agreed to partner with the County of San

Luis Obispo in these efforts. In doing so, they agree to participate in the following aspects of the County's SB 18 Work Plan:

- 1) Assist 100 or more individuals retain their Medi-Cal (MC) coverage through the following strategies:
 - i. Review and provide feedback on the draft work plan for submission to the State.
 - i. Conduct outreach about the importance of maintaining coverage for continuity of care and how contractor may assist in MC renewal.
 - ii. Incorporate message into outreach and education efforts
 1. Presentations
 2. Events & forums
 3. Print material
 4. Online media
 5. Social media
 - iii. Screen clients on MC for pending renewal
 1. Identify those not already renewed
 2. Offer renewal assistance
 3. Track and follow up those not yet renewed
 - iv. Coordinate with partner organizations to reach additional MC clients
 1. Provide outreach materials and referral guidance to partner organizations
 2. Advise partner organizations on how to identify MC clients in need of renewal assistance and effective methods for referral to contractor
 3. Identify those with pending renewals
 4. Offer renewal assistance
 5. Track and follow up those not yet renewed
 - v. Participate in County project meetings as well as Department of Health Care Services grant conference calls, webinars, etc. as needed.
- 2) Contractor and County will maintain the privacy and security of personally identifiable information.
- 3) Track, at a minimum, the following information on the Quarterly Progress Report:
 - i. Name of staff member conducting activity
 - ii. Date of activity
 - iii. Description of activity (e.g., 1-on-1, group presentation or other outreach/education--specify audience)
 - iv. Number of MC beneficiaries assisted with annual eligibility review

- v. Number of MC beneficiaries assisted in completing renewal process
- vi. A record of personnel expenses related to renewal activities
- 4) Submit the following items to County:
 - i. Quarterly Progress Report: Table Summary and Narrative
 - ii. Quarterly Invoice detailing personnel and operating expenses
 - iii. Reports are due 9/25/15, 12/21/15, 3/28/15, 6/30/15

As mandated in AB 82, Section 71(e)(1), funds shall be used only for Medi-Cal outreach and enrollment activities and may supplement, but shall not supplant existing local, state, and foundation funding of county outreach and enrollment activities.

- c. Staffing: Contractor will provide a .50 FTE Enrollment Counselor with lived experience as a behavioral health service recipient, preferably bi-cultural and bilingual (Spanish speaking).
 - 1) .50 FTE Enrollment Counselor
- d. Units of Service:
 - 1) Units Defined:
 - i. Client = Eligible client re-enrolled in Medi-Cal
 - 2) Minimum Annual Units:
 - i. 100 clients re-enrolled in Medi-Cal
- e. Key Outcomes:
 - 1) 75% of clients enrolled by Enrollment Counselor during the 2014-15 contract year will be re-enrolled during the 15-16 contract year (27 clients)
- f. Measurement Method:
 - 1) Contractor will use the Client Enrollment Log from the 2014-15 contract year to determine the 75% (27 clients) re-enrollment

8. Projects for Assistance in Transition from Homelessness (PATH) (\$48,491)

- a. Scope of Services: This grant funded program provides support to individuals with serious mental illness, as well as individuals with co-occurring substance use disorders, who are homeless or at risk of becoming homeless. The goal is to connect individuals to mental health and other supportive services to assist in the elimination of homelessness for this population.
- b. Services Specifications: The Outreach Worker will perform outreach services to adults who are homeless or at risk of becoming homeless in collaboration with the County's Homeless Outreach Team (HOT) and 50 Now Program and will help link clients to a wider network of support services. The worker will also develop relationships with the clients and provide ongoing case management services. Additionally, the contractor will partner with their other support programs (such as the Community Wellness Centers and the Outreach & Education Program) to provide

social atmospheres where clients could come and share food, stories, services, and successes with each other.

c. Staffing:

- 1) 0.75 FTE Outreach Worker

d. Units of Service:

- 2) Units Defined:

- i. Unduplicated Persons Contacted = Unduplicated number of persons contacted through outreach/in-reach during the contract year
- ii. Client Enrolled in PATH (as defined by the grant) = Enrollment is when:
 1. The individual has been determined to be PATH eligible; and
 2. The individual and the contractor have reached a point of engagement where there is a mutual agreement that “services” will be provided; and
 3. The Contractor has started an individual file or record for the individual that includes, at a minimum:
 - a. Basic demographic information needed for reporting
 - b. Documentation by the Contractor of the determination of PATH eligibility
 - c. Documentation by the Contractor of the mutual agreement for the provision of services, and
 - d. Documentation of services provided

- 3) Minimum Annual Units:

- i. 75 Unduplicated Persons Contacted
- ii. 25 Clients Enrolled

e. Key Outcomes:

- 1) 80% of those referred to mental health services will retain those services three months past initial intake
- 2) 80% of those referred to drug and alcohol services will retain those services three months past initial intake
- 3) 50% increase in Veterans receiving PATH outreach services (compared to prior fiscal year)
- 4) 50% increase in Veterans receiving housing placement assistance (compared to prior fiscal year)

f. Measurement Method:

- 1) Initial intake measured by forms required by SAMHSA
- 2) Homeless Management Information System (HMIS) measured as required by SAMHSA

MHSA PROGRAMS – Community Services and Support Component (CSS)

MHSA Component Level Goal: To outreach and provide a full range of services and supports to children and their families, transition age youth, adults, and older adults with serious mental illness or serious emotional disturbance that leads to resiliency and recovery.

9. Client and Family Partners (\$315,494)

- a. MHSA Program Level Goal: Provide navigation for various systems, advocacy and support for clients and family members, and provide links to resources.
- b. MHSA Program Level Objectives: The Client and Family Partners will:
 - 1) Perform as the liaison with family members, care givers, consumers, County Behavioral Health staff, local National Alliance for the Mentally Ill (NAMI) groups, and other service providers in San Luis Obispo County.
 - 2) Provide support, education, information and referral, and community outreach for clients and families of adult clients with psychiatric disabilities.
 - 3) Provide outreach to families and individuals through public speaking, correspondence and participation with constituency groups.
 - 4) Provide support, education, information and referral, and community outreach for families of children in care.
 - 5) Attend appropriate meetings related to family and consumer issues.
 - 6) Assist in orientation of new families entering the mental health system and assist in development of orientation packets.
 - 7) Develop programs that strengthen parent to parent support including support and educational groups, mentoring and advocacy.
- c. Staffing:
 - 1) 1.00 FTE Bilingual Program Manager
 - 2) 0.50 FTE Bilingual Advocate
 - 3) 0.50 FTE Family Advocate
 - 4) 1.50 FTE Family Partner
- d. Units of Service:
 - 1) Units Defined:
 - i. Family Member = One or more persons within a “Family Unit” acting in significant support role to adult with mental illness.
 - ii. Contact = Telephone or face-to-face conversation or meeting.
 - 2) Minimum Annual Units:
 - i. 900 unique family members contacted
 - ii. 4,000 contacts
- e. Key Outcomes:
 - 1) Family members will demonstrate familiarity of services available in our community, such as education, information and referral, and community outreach among others by a minimum increase of 30%

- 2) Family members will demonstrate engagement with services available in the community in order to support and assist their loved one with mental illness or emotional disturbance by a minimum increase of 30%
 - 3) Family members will report lower levels of anxiety and/or stress due to outreach, program availability, and orientation among others by a minimum increase of 30%
 - 4) Family members will demonstrate knowledge of the conditions and factors associated with their loved one's mental illness by a minimum increase of 30%
- f. Measurement Method
- 1) Pre/post surveys conducted retrospectively annually with at least 51% of clients surveyed

10. Family Education Program (\$15,750)

- a. MHSA Program Level Goal: Family support and mental health education program for family members of individuals with mental illnesses. Trained family members provide education and support utilizing the 12 week NAMI *Family to Family* formatted lecture and interactive class or two 6-hours Transitions-Mental Health Association (TMHA) Family Orientation Class. All instruction and course materials are free for class participants.
- b. MHSA Program Level Objectives: Provide family education programs throughout the County. The NAMI *Family to Family* curriculum focuses on schizophrenia, bipolar disorder (manic depression), clinical depression, panic disorder and obsessive-compulsive disorder (OCD). The course discusses the clinical treatment of these illnesses and teaches the knowledge and skills that family members need to cope more effectively. The TMHA Family Orientation Class provides information regarding the services available in our community including housing and supported employment, Social Security Disability and Special Needs Trusts, promoting self-care and help with navigating through the mental health system. Family Orientation Classes with specific information regarding understanding and navigation of the judicial system will also be available.
- c. Units of Service:
 - 1) Units Defined:
 - i. Session = 12 week NAMI *Family to Family* formatted class or two 6-hour TMHA Family Orientation Classes
 - ii. Attendee = Family member attending class.
 - 2) Minimum Annual Units:
 - i. 8 sessions held throughout the year
 - ii. 130 unduplicated attendees in total for all 8 sessions
- d. Key Outcomes:

- 1) Family members will demonstrate familiarity with services available, such as family education program, in our community by a minimum increase of 30%
 - 2) Family members will report lower levels of anxiety and/or stress due to outreach, program availability, and orientation among others by a minimum increase of 30%
 - 3) Family members will demonstrate knowledge of the conditions and factors associated with their loved one's mental illness by a minimum increase of 30%
- e. Measurement Method:
- 1) Family members attending classes complete a post-class *Family to Family* or Family Orientation pre/post surveys conducted retrospectively at the end of each session with at least 51% of family members surveyed

11. Peer Support and Education Program (\$30,000)

- a. MHSA Program Level Goal: Peer support and mental health education program that provides mental health consumers with opportunities to develop and maintain wellness, leadership, and self-advocacy skills. Mental health consumers educate and mentor peers utilizing the 10 week NAMI formatted lecture and interactive class, *Peer to Peer*, or an 8 week Wellness and Recovery Action Plan (WRAP) class. Consumers and community members also receive training to provide Mental Health First Aid, a public education program that helps people identify, understand, and respond to signs of mental illnesses, and substance use disorders, and suicidal ideation.
- b. MHSA Program Level Objectives: Provide consumer run recovery education programs throughout the county.
 - 1) In the 10 week NAMI *Peer to Peer* class, participants receive education from peers and reference materials that help to improve and maintain their mental health wellness. In addition to improving general knowledge of the different types of mental illnesses, participants develop their own advance directives for psychiatric health care as well as personal relapse prevention plans. Group and individual mindfulness exercises help participants gain the ability to calmly focus their thoughts and actions on positive individual, social and community survival skills.
 - 2) The 8 week WRAP components include developing a wellness toolbox and daily maintenance plan, learning about triggers and early warning signs, and developing a crisis and post-crisis plan.
 - 3) Mental Health First Aid is offered in the form of an interactive 8-hour course (2 days/4 hours) that presents an overview of mental illness and substance use disorders and introduces participants to risk factors and warning signs of mental health problems, builds understanding of their impact, and overviews common treatments. The use of video role playing, including proper and counterproductive responses to symptomatic individuals, is a particularly powerful component. Those who receive the

training will learn a 5-step action plan encompassing the skills, resources and knowledge to help an individual in crisis connect with appropriate professional, peer, social, and self-help care.

- c. Staffing:
 - 1) 0.50 FTE Education Coordinator
- d. Units of Service:
 - 1) Units Defined:
 - i. Session = 10 week NAMI *Peer to Peer* class or 8 week WRAP class or the Mental Health First Aid 8 hour course
 - ii. Attendee = Mental Health Client or members of the public
 - 2) Minimum Annual Units:
 - i. 8 Sessions held throughout the year
 - ii. 85 Unduplicated attendees in total for all 8 sessions
- e. Key Outcomes:
 - 1) NAMI *Peer to Peer* or WRAP participants surveyed will demonstrate a 20% increase in their knowledge of the tools and resources available for improving their mental health recovery
 - 2) NAMI *Peer to Peer* or WRAP participants surveyed will demonstrate a 20% increase in their involvement with their mental health
 - 3) Mental Health First Aid attendees will report an increase in understanding the factors associated with suicide assessment by a minimum increase of 75%
- f. Measurement Method:
 - 1) Pre/post surveys conducted retrospectively at the end of each class with at least 51% of clients surveyed

12. Vocational Training and Supported Employment Program (\$203,472)

- a. MHSA Program Level Goal: Vocational services that engage, orient, prepare, and support mental health clients to work independently in the community. Program expands vocational services to Transitional Age Youth FSP clients (22%), Adult FSP clients (22%), Older Adult FSP clients (6%) and all other mental health clients in general (50%).
- b. MHSA Program Level Objectives: Determine vocational interests of clients, review work history, clarify level of training/education. Provide vocational counseling and assessment, work adjustment, job preparation and interview skills training (e.g., review commonly asked interview questions and appropriate responses, practice in completion of mock interviews, development of resume (as appropriate), instruction on appropriate dress and hygiene for workplace), job development and coaching (e.g., identification of potential job opportunities for clients, contact of potential employers), transitional employment opportunities and basic job skills training to assist consumers in gaining competitive employment within the community. Link mental health consumers to the Department of Rehabilitation and other local vocational resources. Serve as a liaison with employers (e.g., contact with employers,

- as appropriate, to resolve work-related concerns). Provide benefits counseling and follow-up with employed individuals.
- c. Staffing:
 - 1) 1.00 FTE Program Manager
 - 2) 1.00 FTE Vocational Specialist
 - 3) 1.0 FTE Job Developer
 - 4) 1.00 FTE Job Coach
 - d. Units of Service:
 - 1) Units Defined:
 - i. Client Served = Mental Health client attending class and/or receiving job placement
 - ii. Client Class Day = Client was present at any portion of job preparation class
 - iii. Job Placement = Client participated in paid or non-paid employment position
 - 2) Minimum Annual Units:
 - i. 210 Unique Clients: 30 FSP clients, 180 other mental health clients
 - ii. 175 Client Class Days
 - iii. 50 Job Placements
 - e. Key Outcomes:
 - 1) 24% (50 clients) of mental health clients will gain employment a result of their participation in the program.
 - 2) 40% (20 clients) of clients who gained employment will maintain employment for at least 90 days.
 - 3) Clients will demonstrate the use of learned practices, as well as the understanding of conditions and requirements in order to obtain and maintain employment by a minimum increase of 30%
 - f. Measurement Method:
 - 1) Staff provides regular contact with client and tracks employment status accordingly. Pre/post surveys conducted retrospectively at least bi-annually with at least 51% of clients surveyed

13. Growing Grounds Retail Vocational Program (\$57,033)

- a. MHSA Program Level Goal: Services provide vocational training support and direct work experience in a retail business setting.
- b. MHSA Program Level Objectives: Provide a vocational training site that offers job coaching, assessment, vocational support and work experience in a retail outlet in the City of San Luis Obispo. Revenues received from the sales of store products shall be used to partially offset the salary costs and the operating expense of the program. Staff to client ratio will be no less than 1 FTE staff per 4 clients. Vocational training

- services will work in conjunction with the Growing Grounds Farm and Supported Employment Programs.
- c. Staffing:
 - 1) 0.50 FTE Coordinator
 - 2) 1.0 FTE Retail Clerk
 - d. Units of Service:
 - 1) Units Defined:
 - i. Client Served = Client receiving at least one Attendance Day unit during fiscal year.
 - ii. Attendance Unit = Any portion of one day attended by client
 - 2) Minimum Annual Units:
 - i. 20 Unduplicated clients served
 - ii. 200 Attendance Units
 - e. Key Outcomes:
 - 1) 40% of mental health consumers served will go into job development. (e.g., identification of potential job opportunities, contact of potential employers, completing job applications and participating in job interviews)
 - 2) Of the mental health consumers who go into job development, 30% will gain employment after going through the program.
 - 3) Clients will demonstrate the use of learned practices, as well as the understanding of conditions and requirements in order to obtain and maintain employment by a minimum increase of 30%
 - f. Measurement Method:
 - 1) Staff provides regular contact with client and tracks employment status accordingly. Pre/post surveys conducted retrospectively at least bi-annually with at least 51% of clients surveyed

14. Wellness Center (\$175,486)

- a. MHSA Program Level Goal: MHSA funds will be used to fund the Atascadero Wellness Center, “Life House”. The Wellness Centers provide person-centered, recovery based services designed for life enrichment, personal development, peer support, community resources, recovery education, social skill development, and social rehabilitation workshops for individuals with mental illness who would otherwise remain withdrawn and isolated. Services provided by the Wellness Centers are gauged for multiple age groups, and various cultures with focus upon recovery, independence, wellness and empowerment.
- b. MHSA Program Level Objectives:
 - 1) Provide a centrally located facility in Atascadero to be made available to MHSA program staff, consumers, and family members for on-going program functions including support groups, mental health education

classes, vocational work clubs, education and outreach presentations, and office and meeting space. MHSA funded programs will receive priority in utilization of this support center.

- 2) Through a team approach, Wellness Center staff will work with the County's Single Accountable Individual (SAI) to provide individual treatment plans for each client in conjunction with providing and/or facilitating the following:
 - i. Individual and group contacts in a day program setting, including assistance in restoring or maintaining an individual's or group of individual's functional skills, daily living skills, social skills, grooming and personal hygiene skills, meal preparation skills, medication compliance, crisis services, case management and support resources.
 - ii. Supportive counseling of the individual
 - iii. Medication education
 - iv. Pre-vocational skills training and work opportunities
 - v. Mental Health wellness and recovery focus groups and support
 - vi. Client-run committees that will develop monthly activities and programming
 - vii. Consumer-run support groups
 - viii. Participate in in-service trainings.
 - ix. Make public presentations.
- 3) Social Rehabilitation Workshop Courses are offered twice a week in ongoing 8-12 week increments, depending on the curriculum. Referrals from County Behavioral Health will be given priority. Acceptance into the Social Rehabilitation Workshop shall be based on the consideration of the applicant's desire and intended benefit from the Workshop. An expectation is addressed with each individual admitted regarding requirements of their commitment to the Workshop.
- 4) Provide the program set forth herein above for a minimum of five (5) days a week, 30 hours a weeks, including evening and weekend activities.

c. Staffing:

- 1) 0.50 FTE Program Manager
- 2) 1.00 FTE Supervisor
- 3) 0.75 FTE Assistant Supervisor
- 4) 0.50 FTE Center Support Aide

d. Units of Service:

- 1) Units Defined:
 - i. Service Unit = County Billing System Service Minute Entered
 - ii. Client Served = Client receiving service at facility
 - iii. Contact = Telephone or face-to-face conversation or meeting

- iv. Recovery-Oriented Activity = various recovery-oriented classes, groups, courses and trainings
- 2) Minimum Annual Units:
 - i. 14,000 Billable Service Units
 - ii. 175 unduplicated clients served
 - iii. 1,200 contacts
 - iv. 750 Recovery-Oriented Activities
- e. Key Outcomes:
 - 1) Clients will demonstrate community participation through learned activities, such as enhanced self-sufficiency, life skill training, and medication education among others by a minimum increase of 30%
 - 2) Clients will use learned coping skills to help them better manage their mental health symptoms by a minimum increase of 30%
- f. Measurement Method:
 - 1) Pre/post surveys conducted retrospectively at least bi-annually with at least 51% of clients surveyed

15. SLO Hotline – Suicide Prevention and Crisis Intervention Services (\$110,785)

- a. MHSA Program Level Goal: Contractor will provide a 24-hour, free and confidential call center, SLO Hotline, serving the entire County of San Luis Obispo. These one-to-one engagements will deliver key information regarding the signs, symptoms, and care options related to mental illness for underserved populations. Contractor will provide support, crisis and/or suicide intervention services as a means of immediate support to caller, as well as providing support to callers who reach the County’s inpatient unit after business-hours phone line.
- b. MHSA Program Level Objectives:
 - 1) Contractor will recruit, train, and supervise community volunteers in order to maintain a 24/7 hotline, providing appropriate mental health referral, community resource information, other support options, stigma reduction, and crisis and/or suicide intervention services.
 - 2) Contractor will provide suicide prevention and intervention trainings throughout the County to health and human service agencies, community based organizations, churches, law enforcement, and other appropriate community organizations.
 - 3) Contractor will provide English and Spanish language support to callers who reach the County’s inpatient unit after-business-hours phone line. This evening and overnight line is often used by community members, agencies, and law enforcement in lieu of Crisis lines, other emergency services, or general informational needs. This addition will create an efficiency, as well as bilingual capacity, for the community by providing information and referrals to individuals not needing immediate crisis services.

- 4) Contractor will utilize the 24/7 hotline phone number for the SLOtheStigma media campaign, providing a direct line to any person in the county that is interested in learning more about mental illness and the resources available. The campaign increases awareness of mental health issues (including signs and symptoms); decreases stigma by encouraging social acceptance and decreasing the negative attitudes that surround mental illness; and helps people seek more effective strategies for dealing with distress.
 - 5) The campaign and 24/7 hotline directs general messaging to the county at large, while focusing linkage and resource information to individuals in need and high-risk and underserved populations, especially Veterans and Gay, Lesbian, Bisexual, Transgender or Questioning (GLBTQ) groups.
- c. Staffing:
- 1) 0.50 FTE Program Coordinator
 - 2) 1.00 FTE Call Center Assistant
- d. Units of Service:
- 1) Units Defined:
 - i. Call = one received and documented telephone call from San Luis Obispo County residents requesting support, information, referral or crisis intervention.
 - ii. Training = one suicide intervention training to community group.
 - 2) Minimum Annual Units:
 - i. 6,000 calls
 - ii. 4 trainings
- e. Key Outcomes:
- 1) People calling with high or imminent suicidal risk will decrease their level of intent by 20%, based on self-rated assessments at the beginning and end of the call.
 - 2) Community members attending a suicide intervention training will show a 30% increase in their confidence that they can help a person at-risk of suicide.
 - 3) 90% of all callers surveyed will agree that the support and early intervention that they received from SLO Hotline contributed to improved mental wellness.
 - 4) 90% of all callers surveyed will agree that they would use SLO Hotline again in the future, if needed, or refer someone else to Hotline.
 - 5) 90% of all callers surveyed will agree that they received an increased knowledge of local mental health resources.
- f. Measurement Method:
- 1) Real-time self-assessment administered by call-handler at the beginning and end of high risk suicide call.

- 2) Post-test provided to all Suicide Intervention training participants.
- 3) Callers are invited to participate in a follow-up survey, administered within two weeks of their initial call

16. Behavioral Health Treatment Court Team (\$82,603)

- a. MHSA Program Level Goal: Provide resource support for adult offenders who suffer from severe mental illness and co-occurring substance abuse disorders as a team member of the Behavioral Health Treatment Court (BHTC) team.
- b. MHSA Program Level Objectives: Provide resource support by being involved in day to day client skills-building and resource support to include, but not limited to:
 - 1) Dress/grooming/hygiene
 - 2) Travel (e.g. use of public transportation)
 - 3) Budgeting (e.g., money management)
 - 4) Family/social interactions
 - 5) Coping with symptoms
 - 6) Managing stress (e.g., behavior control and impulse control, frustration tolerance/stress management)
 - 7) Managing the illness
 - 8) Take to appointments
 - 9) Shopping
 - 10) Household management
 - 11) Referrals
 - 12) Individual rehabilitation activities
 - 13) Crisis care
 - 14) Interface with other treatment providers
- c. Staffing:
 - 1) 1.0 FTE Behavioral Health Treatment Court (BHTC) Personal Service Specialist (PSS) will serve on the BHTC team. The PSS will provide intensive case management services and assist with those services listed above along with housing and vocational services.
- d. Units of Service:
 - 1) Units Defined:
 - i. Client Served = Adult unduplicated client enrolled in BHTC program.
 - ii. Service Minute = County Billing System Service Minute Entered
 - 2) Minimum Annual Units:
 - i. 30 BHTC unduplicated Adult Clients Served
 - ii. 35,000 Billable Service Minutes
- e. Key Outcomes:

- 1) Clients will report the use of learned applicable interpersonal skills, such as verbal communication, listening skills, problem solving, and decision making skills among others, to deal with stress-related triggers by a minimum increase of 30%
 - 2) Clients will demonstrate community participation through learned activities, such as enhanced self-sufficiency, life skill training, and medication management among others by a minimum increase of 30%
 - 3) Clients will use learned coping skills to help them better manage their mental health symptoms by a minimum increase of 30%
 - 4) Clients will report the use of learned restorative skills, such as recognition of harm done to self and others, accountability for past criminal activities, and engagement in reparation, by a minimum increase of 30%.
- f. Measurement Method:
- 1) Pre/post surveys conducted retrospectively at least bi-annually with at least 51% of clients surveyed

17. Forensic Re-entry Service (\$152,925)

- a. MHSA Program Level Goal: Provide linkage to Behavioral Health services, including resource support and short-term case management, for jailed adult offenders being released who suffer from mental illness and co-occurring substance use disorders.
- b. MHSA Program Level Objectives: Provide resource support by being involved in day to day client skills-building and resource support to include, but not limited to:
 - 1) Assess for behavioral health issues including mental illness and co-occurring disorders
 - 2) Referrals to appropriate level of care
 - 3) Individual rehabilitation activities
 - 4) Crisis care
 - 5) Interface with other treatment providers
 - 6) Dress/grooming/hygiene
 - 7) Travel (e.g. use of public transportation)
 - 8) Budgeting (e.g., money management)
 - 9) Family/social interactions
 - 10) Coping with symptoms
 - 11) Managing stress (e.g., behavior control and impulse control, frustration tolerance/stress management)
 - 12) Take to appointments
 - 13) Household management
- c. Staffing:
 - 1) 2.00 FTE Forensic Reentry Service Personal Service Specialists (PSS) will be responsible for providing linkage to Behavioral Health services,

including resource support and short-term case management, for jailed adult offenders being released who suffer from mental illness and co-occurring substance use disorders.

- d. Units of Service:
 - 1) Units Defined:
 - i. Client Served = Adult client enrolled in Forensic Re-entry Services program.
 - 2) Minimum Annual Units:
 - i. 150 Unduplicated Clients Served
- e. Key Outcomes:
 - 1) Clients will demonstrate community participation through learned activities, such as enhanced self-sufficiency, life skill training, and medication management among others by a minimum increase of 30%
 - 2) Clients will report the use of learned applicable interpersonal skills, such as verbal communication, listening skills, problem solving, and decision making skills among others, to deal with stress-related triggers by a minimum increase of 30%
 - 3) 80% of those referred to Behavioral Health services will retain those services three months past initial intake
 - 4) FRS clients will maintain an annual recidivism rate of less than 5% (re-incarcerated)
- f. Measurement Method:
 - 1) Pre/post surveys conducted retrospectively at least bi-annually with at least 51% of clients surveyed

18. FSP Adult Teams (\$591,534)

- a. MHSA Program Level Goal: The Adult Full Service Partnership program (A-FSP) will provide an intensive team to engage unserved or inappropriately served adults 18-59 years old with serious mental illness at risk of IMD placements or incarceration. Services may be provided across a Sunday through Saturday workweek. Individuals will be contacted wherever they reside and staff will begin to build a relationship to discuss ways to assist them to make plans and choices to improve their lives. Participants can select from a variety of services and supports to move them towards achieving greater independence. The overall goal of the program is to divert adults with serious and persistent mental illness from acute or long term institutionalization and instead, to succeed in the community with sufficient structure and support, consistent with the philosophy of the MHSA.
- b. MHSA Program Level Objectives: Contractor shall provide two full-time equivalent (FTE) clinical therapists, two FTE personal services specialists, two half-time FTE peer support/drivers, as well as management and administrative staff for the Adult FSP team. The Adult FSP team engages and provides services to adults with serious mental illness at risk of acute or long-term institutional care. The overall goal of the

program is to help adults with serious and persistent mental illness succeed in the community with sufficient structure and support. Contractor shall collaborate with the County to provide the full range of services including assessment, individualized planning, case management, integrated co-occurring drug and alcohol services, medication, housing, integrated vocational services, and access to clients on a 24/7 basis.

Contractor shall handle referrals to the program and provide case management and individualized rehabilitation services, along with transportation, client education, and linkages to such opportunities as peer programs at our Wellness Centers and Supported Employment. County shall provide individual psychotherapy and medication management, as coordinated by the Program Manager.

Contractor will serve as the Single Accountable Individual (SAI) for clients enrolled in the program. The SAI roles and responsibilities include but not limited to:

- 1) Creating, revising, and reviewing clients' treatment plan in collaboration with the client and County staff (if any are providing services)
 - 2) Route the completed Treatment Plan (TP) to the Contractor's Mental Health (MH) Program Supervisor at the clinic nearest to the client's residence.
 - 3) Responsibilities as outlined in the County's most current Treatment Plans and Documentation Guidelines as provided separately on an annual basis and which may be updated throughout the contract period
 - 4) Services shall be offered in a manner that is compliant with requirements for Medi-Cal reimbursement
 - 5) Provide the County with all required documentation necessary to meet State's Medi-Cal guidelines and to adequately support Medi-Cal billing, as directed by County
 - 6) Any services billed in error or without supporting documentation that meets requirements for billing will be subject to payment disallowance and recoupment if already billed.
 - 7) Administer validated assessment instruments as required by the County, such as Adult Needs and Strengths Assessment (ANSA).
 - 8) Administer other measurement tools and/or participate in any additional evaluation activities as required by the County. All other instruments used by the Contractor for the purpose of measuring services provided in this contract must be provided to and approved by the County
- c. Staff Specification: The clinician or clinical supervisor overseeing the service staff noted below shall meet the minimum requirements under Title 9, California Code of Regulations §622. The FSP team detailed below will meet weekly to review staff cases and to ensure that the clients' case plans are being executed appropriately.
- 1) Adult FSP Clinical Therapist shall be responsible for crisis care, case management service delivery, individual rehabilitation activities, day to day skills building, transportation to shopping and appointments and all

other aspects required to help the consumer succeed. Responsibilities and duties shall include:

- i. Providing wellness-centered approaches that encourage wellness, recovery, and resiliency for clients
 - ii. Participate in and lead trainings in proven systems of service delivery including: Assertive Community Treatment, co-occurring disorders, Dialectic Behavior Therapy, and ongoing discussions with the team that promote a learning environment.
 - iii. Train team members and clients on mental health services and alcohol abuse prevention strategies
 - iv. Participate in daily coordination meetings with teammates. Assess and interview potential clients to assess requirements for FSP services or referral elsewhere; counsel or provide psychotherapeutic, educational, and rehabilitation services for individuals, couples, or members of a family to assist them in achieving productive social adjustments reducing the impact of disabling disorders, and facilitate the achievement of family, vocational, recreational, and interpersonal goals.
 - v. Document clinical activity presenting diagnostic and interview findings, clinical evaluations, and recommendations as a member of an interdisciplinary team; review the treatment plans and assessments of staff; assign staff caseloads.
 - vi. Provide crisis counseling in the field and in the office for individuals experiencing acute episodes; evaluate consumers and arrange for voluntary or involuntary admission to facilities for observation and treatment.
 - vii. Confer and secure clients' family members understanding and cooperation in treatment.
 - viii. Coordinate services for clients to assure continuity
 - ix. Provide transportation to clients as needed
 - x. Cooperate and work with other agencies and practitioners
 - xi. Educate clients and their families about diagnosis, prognosis, treatment, and rehabilitation.
 - xii. Assist clients to obtain stable housing, physical health care, and to learn basic living skills.
 - xiii. Participate in ongoing quality assurance and program evaluations.
- 2) The Personal Services Specialist (PSS) shall be responsible for crisis care, case management service delivery, individual rehabilitation activities, day to day skills building, transportation to shopping and appointments and all other aspects required to help the clients maintain stability. The PSS will be part of an on-call coverage rotation for after-hours calls. Responsibilities and duties shall include:

- i. Provide case management for an assigned group of clients including coordinating and monitoring the activities of the individual treatment team; assume primary responsibility for developing, writing, implementing, evaluating and revising treatment goals and plans; adhering to all required reporting requirements; provide one-on-one support to clients as needed; provide symptom management support; educate and support clients' families while acting in the clients' best interest and advocating for the rights of the clients. Assist clients in all aspects of independent living including the development of social, vocational, and effective life management skills; assist clients in the areas of proper nutrition, cooking, shopping, budgeting, housecleaning, and maintenance, and personal hygiene.
- ii. Assist the Personal Service Coordinator in conducting a comprehensive assessment of psychiatric history, mental status, and diagnosis. Construct a history in the following areas: physical, dental, drug and alcohol use, education, employment, social development, and activities of daily living (including money management, self-care, nutrition, etc.).
- iii. Provide ongoing assessment of clients' psychiatric symptoms and their responses to treatment. Recognize and be available to clients in psychiatric crisis or emotional distress, and assist clients in developing appropriate coping and conflict resolution skills. Provide counseling, emotional support, and symptom recognition and management. Educate clients and their families about the nature of mental illness, symptoms of mental illness, coping strategies, and medication.
- iv. Assist clients in developing ways to manage symptoms, augment coping skills, and strategize problem-solving skills.
- v. Assist clients in learning more about substance abuse and treatment options open to them such as A.A. and other support groups. Work with clients in identifying possible precursors that could lead to alcohol or drug abuse.
- vi. Facilitate client and/or house meetings, and assume the role of advocate in all aspects of clients' needs and goals. This duty may include familiarizing clients with and encouraging the usage of community resources, support systems, services, and opportunities; and assisting clients in building healthy peer and familial support networks. Assist clients in developing various recreational skills.
- vii. Discuss with clients what goals they plan to achieve and assist clients in determining, developing, and carrying out their own goals; review plans and goals, evaluate progress, and strengthen independence.

- viii. Provide ongoing assessment of activities of daily living. Assist clients in developing skills in the following areas, as needed, in order to achieve the highest level of independence possible: personal hygiene, shopping and cooking skills, money management skills, accessing reliable transportation, and scheduling / attending appointments.
 - ix. Provide opportunities to allow clients to establish vocational goals and identify any job-related areas that they want to work on. Provide vocational counseling, referral to appropriate vocational services, and assist clients with job coaching and support as needed.
 - x. Supervise the cleanliness and upkeep of the residences; this duty may include general household chores, yard work, completion and/or reporting of needed repairs, acquisition and disposal of furniture, and teaching and assisting clients in maintaining a clean and sanitary living environment.
 - xi. Complete program paperwork such as individual client files, evaluating and charting client progress, service plans, admission/discharge paperwork, Medi-Cal billing, client rents, security deposit receipts, time sheets, petty cash, grocery scrip, and/or inventory forms.
- 3) The Program Mentor shall provide transportation, social support, skills training, and assistance with independent living. Responsibilities and Duties shall include:
- i. Supports and assists clients of mental health services in a social rehabilitation setting offering social support, skills training, recreation activities, and assistance with independent living skills
 - ii. Function as a role model to clients with regard to rehabilitation and recovery, communication skills and work behavior.
 - iii. Provide safe transportation to clients by driving them to appointments and activities and shopping for program needs.
 - iv. Encourage and facilitate clients to access and utilize community resources, support systems, services, and opportunities.
 - v. Monitor medication compliance; this duty includes reminding clients to take prescribed medications
 - vi. Meet with FSP team regularly and as needed to communicate program and resident issues in a timely manner
 - vii. Meet with FSP team regularly and as needed to communicate program and resident issues in a timely manner

d. Staffing:

- 1) 2.00 FTE Clinical Therapist
- 2) 2.00 FTE Personal Services Specialists

- 3) 1.00 FTE Program Mentor
- 4) 0.70 FTE Program Manager
- 5) 1.00 FTE Assistant Manager
- e. Units of Service:
 - 1) Units Defined:
 - i. Client Served = Adult client enrolled in Adult FSP program
 - ii. Service Minute = County Billing System Service Minute Entered
 - iii. Client Contact = Client receiving peer support/driver services
 - 2) Minimum Annual Units:
 - i. 35 unduplicated Adult FSP Clients Served
 - ii. 100,000 Billable Service Minutes
 - iii. 2,000 Unduplicated Client Contacts
- f. Key Outcomes:
 - 1) Clients will demonstrate the use of skills learned from therapeutic interventions in order to deal better with stress-related triggers by a minimum increase of 30%
 - 2) Clients will demonstrate community participation through learned activities, such as enhanced self-sufficiency, life skill training, and medication education among others by a minimum increase of 30%
 - 3) Clients will use learned coping skills to help them better manage their mental health symptoms by a minimum increase of 30%
 - 4) Reduce homelessness by 35%
 - 5) Reduce incarcerations by 85%
 - 6) Reduce psychiatric health facility days by 70%
 - 7) Reduce emergency room visits by 70%
 - 8) Clients in educational, or paid and unpaid employment opportunities will increase by 33%
 - 9) 100% of MHSA required documents will be completed and submitted within the required time.
 - i. PAF to be submitted within 30 days to designated County staff
 - ii. KET to be submitted within 30 days of the event to designated County staff
 - iii. 3M to be submitted within 45 days to designate County staff
- g. Measurement Method:
 - 1) Review and analysis of FSP-required paperwork: PAF, KET, 3M
 - 2) Pre/post surveys conducted retrospectively, and/or use of scales (e.g. MORS) at least bi-annually with at least 51% of clients surveyed

19. FSP Homeless Team (\$330,515)

- a. MHSA Program Level Goal:

- 1) Provide outreach to the most underserved, difficult-to-reach population of homeless adults and engage clients in health care, mental health treatment, and housing. Services may be delivered across a Sunday through Saturday workweek, hours and schedule to be determined in FSP team planning. Outreach Workers will be located at TMHA and placed in community settings and supervised by TMHA's FSP Team Leader.
 - 2) Provide peer support and driver services for the FSP team.
 - 3) Provide housing assistance/case management for the clients
- b. MHSA Program Level Objectives:
- 1) 1.50 FTE Outreach Worker to meet and engage 150 local homeless individuals. Of the 150 individuals, 50 will be referred to the County for Mental Health assessments, and 30 of the 50 will be screened to participate in FSP.
 - 2) 0.50 FTE Program Assistant will serve FSP mentally ill homeless consumers by providing assistance in forming peer support relationships, transportation to appointments and activities when appropriate, and function as a role model to consumers with regard to treatment and communication.
 - 3) 1.0 FTE Residential Case Manager will facilitate access to housing and provide residential case management and supports for 10 FSP participants.
 - 4) 0.30 Program Manager will oversee the program
 - 5) 0.50 FTE Nurse will provide a minimum of 50 screenings and health checkups during the fiscal year
- c. Units of Service:
- 1) Units Defined:
 - i. Client Served = Homeless Adult client enrolled in Homeless FSP program.
 - ii. Unduplicated Contacts = Unique one-to-one interface with underserved and difficult-to-reach homeless adults
 - 2) Minimum Annual Units:
 - i. 30 Unduplicated Adult FSP Clients Served
 - ii. 150 Unduplicated Contacts
 - iii. 50 Clients screened for Mental Health Services
- d. Key Outcomes:
- 1) 90% of homeless persons engaged will access support services, such as substance abuse treatment, vocational training, emotional support, and benefits eligibility.
 - 2) 67% of Adult FSP clients served will secure housing within the fiscal year
 - 3) Clients will demonstrate community participation through learned activities, such as enhanced self-sufficiency, life skill training, and medication management among others by a minimum increase of 30%

- 4) Clients in educational, or paid and unpaid employment opportunities will increase by 33 %
- 5) 100% of MHSA required documents will be completed and submitted within the required time.
 - i. PAF to be submitted within 30 days to designated County staff
 - ii. KET to be submitted within 30 days of the event to designated County staff
 - iii. 3M to be submitted within 45 days to designate County staff
- e. Measurement Method:
 - 1) Review and analysis of FSP-required paperwork: PAF, KET, 3M
 - 2) Demographic form completed upon client engagement
Pre/post surveys conducted retrospectively, and/or use of scales (e.g. MORS) at least bi-annually with at least 51% of clients surveyed

20. FSP Adult Intensive Residential Housing (\$337,364)

- a. MHSA Program Level Goal: Supported housing with Intensive Residential Case Management services for adults with mental illness and operates in conjunction with Adult Full Service Partnership Team services.
- b. MHSA Program Level Objectives: Intensive Residential Services is independent living with external supports and includes evening and weekend (40 hours/week) case management coverage. Admission into the housing program will be based upon consideration of the client's ability to function and compatibility with current house residents. All FSP Program Status report forms will be completed in compliance with State requirements. Provide overall property management duties and conduct all daily business operations of the FSP program's residential facilities and coordinate facility repairs and maintenance, referrals to housing, program paperwork, rent and Security deposit collections, and client intake meetings.
- c. Staffing:
 - 1) 1.50 FTE Independent Living Skills Specialist
 - 2) 0.10 FTE Program Manager
 - 3) 1.00 FTE Property Manager
- d. Units of Service:
 - 1) Units Defined:
 - i. Residential Unit = Client-bed/day
 - 2) Minimum Annual Units:
 - i. 9,636 Residential Units (33 beds x 365 days x 80% average annual occupancy rate)
- e. Key Outcomes:
 - 1) Clients will demonstrate the use of Adult Daily Living (ADL) skills for independent living and development of community support systems by a minimum increase of 30%

- 2) Clients will demonstrate the use of tools to manage their finances and the key elements of employment by a minimum increase of 30%
 - 3) Compared to prior year, homelessness will reduce by 10% with new admission into the program
- f. Measurement Method:
- 1) Pre/post surveys conducted retrospectively at least bi-annually with at least 51% of clients surveyed
- g. Occupancy: Contractor is solely responsible for entering into any necessary rental agreements for the community residences and for initiating and terminating a participant's housing placement. Contractor agrees to comply with all applicable laws and legal processes necessary to effectuate such an initiation or termination. The County does not have a lessor or tenant position or a legal relationship vis-a-vis the properties used for this program. Maintain a Client Service Log which includes client name, date of birth, Behavioral Health number, name of the case worker, admission date to the program, discharge date from the program and the location the client was discharged to, including if the destination was a higher or lower level of care. The Client Status Log will be updated as frequent as necessary to keep the Client Status Log up to date at any given time for all clients in this program.
- 1) Provide 16 beds of housing in Atascadero with enhanced (40 hours/week) residential supports and 17 beds of housing in San Luis Obispo with the following criteria:
 - i. Registered MHSA FSP clients will have priority access to a minimum of 8 beds in Atascadero and all beds in San Luis Obispo.
 - ii. If the MHSA FSP is unable to refer a registered MHSA FSP client to occupy any FSP priority bed for a period of fifteen (15) days or more after said bed becomes vacant or available for occupancy, then County agrees that Contractor may make said bed available for occupancy by other County Behavioral Health clients.
 - 2) Provide program development and oversight of staff and program operations.
 - 3) Provide overall property management duties and conduct all daily business operations of the FSP program's residential facilities. Conduct the coordination of all the FSP program's facility repairs and maintenance, referrals to housing, program paperwork, rent and security deposits collections, and client intake meetings.
- h. Special Reporting:
- 1) Reports are due on the first of every month. Monthly reports will include details for each bed:
 - i. Number of vacancy and occupancy days for the prior month
 - ii. Resident's Mental Health Client Number and beginning date of residency

- 2) Provide an annual summary of occupancy rate, number of clients served, and the percentage of clients that were homeless prior to entering the program.

21. FSP Adult Intensive Residential Case Management Services (\$178,042)

- a. MHSA Program Level Goal: Provide intensive residential case management services to:

- 1) The 33 bed FSP Adult Intensive Residential Housing Program referenced in Section 18 of this Exhibit A (above); and
- 2) Eight (8) units at the Nipomo Street Studios

- b. MHSA Program Level Objectives: Provide intensive case management services to assist the clients in developing problem solving skills related to daily living, housing, managing chronic symptoms of illness, decreasing psychiatric hospitalizations and employment. Case management activities will also include assisting residents with cooking, cleaning, conflict resolution, budgeting, socialization and community integration. Staff encourages development of community support systems to decrease reliance on institutional alternatives. Contractor will have the capacity to serve 41 open cases at any one time. Contractor will serve as the Single Accountable Individual (SAI) for the FSP Adult Intensive Residential Housing units noted under Scope of Services. The SAI roles and responsibilities include but not limited to:

- 1) Creating, revising, and reviewing clients' treatment plan in collaboration with the client and County staff (if any are providing services)
- 2) Route the completed Treatment Plan (TP) to the Contractor's Mental Health (MH) Program Supervisor at the clinic nearest to the client's residence.
- 3) Responsibilities as outlined in the County's most current Treatment Plans and Documentation Guidelines as provided separately on an annual basis and which may be updated throughout the contract period
- 4) Services shall be offered in a manner that is compliant with requirements for Medi-Cal reimbursement
- 5) Provide the County with all required documentation necessary to meet State's Medi-Cal guidelines and to adequately support Medi-Cal billing, as directed by County
- 6) Any services billed in error or without supporting documentation that meets requirements for billing will be subject to payment disallowance and recoupment if already billed.
- 7) Administer validated assessment instruments as required by the County, such as Adult Needs and Strengths Assessment (ANSA).
- 8) Administer other measurement tools and/or participate in any additional evaluation activities as required by the County. All other instruments used by the Contractor for the purpose of measuring services provided in this contract must be provided to and approved by the County

- c. Staffing:
 - 1) 0.10 FTE Program Manager
 - 2) 2.50 FTE Residential Case Manager
- d. Units of Service:
 - 1) Units Defined:
 - i. Service Unit = County Billing System Service Minute Entered
 - 2) Minimum Annual Units:
 - i. 100,000 Billable Service Units
- e. Key Outcomes:
 - 1) Clients will demonstrate community participation through learned activities, such as enhanced self-sufficiency, life skill training, and medication management among others by a minimum increase of 30%
 - 2) Clients will use learned coping skills to help them better manage their mental health symptoms by a minimum increase of 30%
 - 3) Clients will report the use of learned applicable interpersonal skills, such as verbal communication, listening skills, problem solving, and decision making skills among others, to deal with stress-related triggers by a minimum increase of 30%.
 - 4) 100% of MHSA required documents will be completed and submitted within the required time.
 - i. PAF to be submitted within 30 days to designated County staff
 - ii. KET to be submitted within 30 days of the event to designated County staff
 - iii. 3M to be submitted within 45 days to designate County staff
- f. Measurement Method:
 - 1) Review and analysis of FSP-required paperwork: PAF, KET, 3M
 - 2) Pre/post surveys conducted retrospectively, and/or use of scales (e.g. MORS) at least bi-annually with at least 51% of clients surveyed

22. Service Enhancement Program (\$65,000)

- a. MHSA Program Level Goal: Contractor will provide two .50 FTE Support Staff to assist in the Service Enhancement Program. Support Staff will help clients, their families, and caregivers navigate through the first steps of receiving services, help assess needs, and engage services for basic necessities within the clinic setting. The Support Staff will be an individual (consumer or family member) who has experience with mental health services, providing empathy and understanding of the circumstances facing clients. Support Staff will work with County staff, providing feedback regarding accessibility of services, engagement tactics, and specific client issues.
- b. MHSA Program Level Objectives:

- 1) Contractor will staff two 0.50 FTE Support Staff to provide direct service to clients, family members and caregivers within the clinic setting. The Support Staff will provide referral, linkage and service provision towards minimizing stress, supporting wellness and resilience, and increasing each individual's ability to follow through on referrals and care.
- 2) Support Staff will work in concert with County staff to increase successful access for, and engagement of, new clients, and their families within the public mental health system. This includes facilitating and increasing cooperation between agencies, promoting knowledge of resources to clients and staff, helping reduce confusion by improving communication, and increasing acceptance and support of the client and their family members.
- 3) In order to provide the best linkage possible for their clients, Support Staff will coordinate with external agencies and programs including TMHA vocational, housing, family services, outreach and wellness center programs, County Behavioral Health, Wilshire Community Services, Community Counseling Center, Latino Outreach Program, Community Action Partnership of San Luis Obispo (CAPSLO), and other community services providers.
- 4) Contractor will be required to participate in data collection and evaluation activities. These activities may include but are not limited to: surveys, interviews, and focus groups, as specified by County Behavioral Health.

c. Staffing:

- 1) 1.0 FTE Support Staff

d. Units of Service:

- 1) Units Defined:
 - i. Participant Served = Individual or family member receiving system navigation services as outlined above
- 2) Minimum Annual Units:
 - ii. 300 participants served in first year

e. Key Outcomes:

- 1) Consumers engaged by Service Enhancement Program support staff will demonstrate improved attendance to mental health appointments by a minimum of 10% compared to clients not engaged in program.
- 2) At least 90% of family members and consumers surveyed will agree that they received increased connection to wellness and recovery based services
- 3) At least 90% of family members and consumers surveyed will agree that the Service Enhancement Program staff helped create a wellness and recovery-based environment.

f. Measurement Method:

- 1) Review and analysis of electronic health records

- 2) Pre/post surveys conducted retrospectively at least bi-annually with at least 51% of clients surveyed

MHSA PROGRAMS – Workforce Education and Training (WET):

MHSA Component Level Goal: To decrease shortages of qualified individuals who provide services that address severe mental illnesses by providing education and training programs.

23. Peer Advisory and Advocacy Team (\$25,000)

- a. **MHSA Program Level Goal:** The Peer Advisory/Advocacy Team (PAAT), a consumer advisory council of mental health stakeholders, supports an integrated system that reflects the principles of hope and choice, promotes a recovery environment, encourages education, honors each individual's spiritual pathway, and embraces self-awareness and compassion for others.
- b. **MHSA Program Level Objectives:** PAAT members meet bi-monthly for general meetings open to all mental health consumers. Additional training and support will be provided for members who are currently working within the mental health field or who desire to do so in the future. PAAT representatives will provide regular presentations to stakeholders, service providers, and related groups within the community. PAAT members will outreach to the community by providing bi-annual community forums that will engage the public to discuss mental health issues while providing information and education on the following issues. Under the coordination of a .40 FTE coordinator, PAAT members meet bi-monthly to enhance the mental health system by developing and implementing plans to:
 - 1) Advocate and educate the community about mental health and recovery
 - 2) Eliminate the stigma attached to mental illness
 - 3) Advocate and educate the mental health system about the valuable workforce contributions to be made by the individuals it serves.
 - 4) Educate individuals served and family members about their rights and responsibilities in the mental health system
 - 5) Promote the concept of wellness versus illness and focus attention on personal responsibility and a balanced life, grounded in wholeness.

All PAAT members will be compensated for their participation and offered training opportunities with the goal of developing leadership skills.

A 0.40 FTE coordinator will provide the following in coordination with PAAT chairperson(s) and TMHA staff:

- 1) Provide an agenda for all meetings based on PAAT member input.
- 2) Take detailed notes at each meeting and provide copies of notes to all attendees.
- 3) Create fliers, posters, and other documents necessary for advertising regular meetings and community events.

- 4) Purchase attendance stipends for consumer participants, track attendance, and distribute stipends.
 - 5) Create and maintain additional PAAT binders for new members.
 - 6) Contact outside agencies and providers to invite to future meetings, as requested by the PAAT members. Connect with outside agencies and providers to arrange PAAT presentations.
 - 7) Purchase supplies and food items for meetings and presentations.
- c. Units of Service:
- 1) Units Defined:
 - i. Meeting = PAAT leadership or general meeting
 - ii. Forum = community education event
 - iii. New Member = person attending PAAT for the first time
 - 2) Minimum Annual Units:
 - i. 24 Meetings
 - ii. 2 Forums with 685 total attendees
 - iii. 20 New PAAT members
- d. Key Outcomes:
- 1) PAAT team members surveyed will report a 20% decrease in signs of discrimination and/or stigma within the mental health system.
 - 2) Forum audience participants will report a 30% increase in their awareness of the discrimination experienced by people with mental illness.
 - 3) 60% of PAAT members will work within the Behavioral Health system (paid employment, peer presentation stipends, peer education stipends, etc.)
- e. Measurement Method:
- 1) Members are provided an annual survey in the Spring, administered over several PAAT meetings.
 - 2) Forum audiences are provided a pre/post retrospective survey after each forum with at least 51% surveyed.
 - 3) A PAAT member roster is updated quarterly, including updates on members' vocational status.

MHSA PROGRAMS – Prevention and Early Intervention (PEI):

MHSA Component Level Goal: To prevent mental illnesses from becoming severe and disabling by providing outreach and education, increasing access to underserved populations, improving access to linkage and referrals at the earliest possible onset of mental illness, and reducing stigma and discrimination.

24. Social Marketing Strategy – Community Outreach & Engagement (\$102,744)

- a. MHSA Program Level Goal: Contractor will provide interpersonal outreach and information dissemination regarding mental health awareness, education and stigma reduction for underserved and at-risk populations including, when appropriate, one-to-one personal contact, referrals, and screening and support resources throughout the County. Per the PEI plan, there will be an emphasis on local Veterans, GLBTQ groups, and homeless, and underserved populations in rural pockets of the County. Mental health education training will be provided to target group support systems, and events open to the general public within the County will be organized to help increase mental health awareness while reducing stigma. Contractor shall be familiar with the guiding principles set out in the Mental Health Services Act PEI Social Marketing Component including the accountability and evaluation section of these guidelines. Contractor will participate in data collection, report Key Outcomes quarterly, and submit a final report annually. As part of the PEI component of the MHSA, contractor may be required to participate in additional surveys and evaluation activities as required by the County.
- b. MHSA Program Level Objectives:
 - 1) Contractor will provide Community Outreach workers to work in conjunction with Prevention and Early Intervention (PEI) services as well as County Behavioral Health staff, and contract providers to create and fulfill outreach to targeted populations, via community events, one-to-one engagements, health fairs, campus and cultural events, etc.
 - 2) Contractor will develop and host twenty educational and stigma reducing presentations, designed to reach the general public, family members, or other non-clinical, or non-direct service staff utilizing tools such as SLOtheStigma, Stamp Out Stigma (SOS), or The Shaken Tree. Other presentations, speakers, bureaus, and educational tools may be developed based upon community need. No less than five (5) of the 20 presentations will be targeted at PEI priority population, such as Veteran’s GLBTQ and Homeless, and individuals and families located in isolated and rural pockets of San Luis Obispo County.
 - 3) Contract will utilize NAMI’s (National Alliance for the Mentally Ill) *In Our Own Voice* video and oral presentation to educate various civic groups, service agencies and schools within the community in San Luis Obispo County about the realities of living with a mental illness. The presentation consists of an 18-minute video that takes you into the lives and thoughts of four consumers who talk about their experiences with six issues critical to dealing with severe mental illness. The video is interspersed with short presentations by at least two trained and paid mental health consumers, briefly relating their personal experiences with each issue, and concluding with an open discussion on these topics with the audience. A take-home packet including an Audience Evaluation form is distributed to all attendees. Outreach towards providing the program to civic groups, schools, human service agencies, churches, law enforcement and other

groups that are PEI focused in the community will continue on an on-going basis.

- 4) Contractor will organize and host five (5) professional educational trainings targeted at those who serve PEI priority populations such as teachers and therapists, but may also include other groups who currently serve priority populations (i.e., Prado Day Center Workers, Veteran’s Services, Family Resource Centers, School Counselors, PFLAG, Cal Poly, etc.) as identified by contractor and approved by County.
- 5) Contractor will collect, when appropriate general demographic and geographic information regarding presentation participants, as required by the County.

c. Staffing:

- 1) 0.40 FTE Community Outreach Worker (Consumer Staff)
- 2) 0.75 FTE Outreach Coordinator
- 3) 0.18 FTE Education Coordinator

d. Units of Service:

- 1) Units Defined:
 - i. Individual Contacts = One-to-one personal interface
 - ii. *In Our Own Voice* Presentation = Public mental health outreach and education presentation given by up to three (3) trained mental health consumers
 - iii. Unique Presentations = Small and large group presentations hosted by contractor utilizing The Shaken Tree, Stamp Out Stigma, SLOtheStigma, or other appropriate educational and stigma reducing mental health promotion materials and media.
 - iv. Professional Education Training = Events to train those who directly serve the identified PEI target groups, such as teachers and therapists, and other groups as identified by contractor and approved by County.
- 2) Minimum Annual Units:
 - i. 2,000 contacts made via community outreach events, (e.g. college campus events, health fairs, cultural events, etc.)
 - ii. 10 *In Our Own Voice* presentations
 - (i) 200 attendees
 - iii. 20 unique presentations, given by contractor serving no less than:
 - (i) 400 individuals annually, with
 - (ii) A target of 150 individuals being members of the following underserved PEI priority populations: Veteran’s GLBTQ, or Homeless
 - iv. Five (5) professional education trainings with the goal of serving 125 individual attendees who directly serve PEI priority populations as outlined above

- e. Key Outcomes:
 - 1) Participants will demonstrate a 30% increase in their understanding of challenges those who live with mental illness face
 - 2) Participants will demonstrate a 30% increase in their understanding of the concepts of wellness and recovery.
 - 3) Participants will demonstrate a 30% increase in empathy and decreased stigma and discrimination toward individuals living with mental health challenges.
 - 4) Professional education training participants will demonstrate a 30% increase in their knowledge of stigmatizing and discriminating attitudes and beliefs.
- f. Measurement Method:
 - 1) A pre/post retrospective survey is provided to all attendees of presentations and trainings.

25. Integrated Community Wellness Advocates (\$180,000)

- a. MHSA Program Level Goal: Contractor will provide Advocates to deliver early intervention system navigation services for individuals referred by other PEI programs such as Latino Outreach, Successful Launch, Wilshire Community Services, Community Counseling Center, and San Luis Obispo County Behavioral Health. These services will include, but are not limited to: providing assistance and referral towards securing basic needs such as food, clothing, housing, health care, and transportation; accessing mental health, drug and alcohol, and other social services; employment assistance, navigating the legal system and courts, aid and relief, and educational services such as parenting training. The Advocates will help minimize stress, support wellness and resilience, and increase an individual's ability to follow through on referrals and care. Meeting basic daily life needs removes barriers to work and life success, and reduces stressors linked to behavioral problems, violence, substance abuse, and suicide. Contractor shall be familiar with the guiding principles set out in the Mental Health Services Act PEI Program 5.2, Integrated Community Wellness Advocates including accountability and evaluation section of these guidelines. Contractor will participate in data collection, report Key Outcomes quarterly, and submit a final report annually. As part of the PEI component of the MHSA, contractor may be required to participate in additional surveys and evaluation activities as required by the County.
- b. MHSA Program Level Objectives:
 - 1) Contractor will staff one Family Advocate, one Youth Family Partner, and 0.75 FTE Consumer Mental Health Advocates to provide referral, linkage and service provision towards minimizing stress, supporting wellness and resilience, and increasing each individual's ability to follow through on referrals and care.

- 2) Contractor Advocates will have a particular emphasis on underserved, rural communities where physical access to care is limited by the lack of transportation, poverty, or cultural barriers.
- 3) Advocates in coordination with PEI partner agencies, TMHA agencies and County Behavioral Health will make contact with at least 700 unduplicated individuals and family members to provide information regarding prevention and early intervention services, referral and information to services available, individual and group support and education
- 4) Advocates, in coordination with Contractor's program managers, will coordinate the referral process and linkage protocols with County Behavioral Health, Contractor, and other community service providers, with priority being given to referrals from PEI Program 1's Social Marketing Strategy, Program 4's Screening Activities, and Program 5.1 Community Based therapy Services, however any individual at risk for depression, other mental illnesses, and suicide that may currently be increasing unhealthy behaviors will be considered appropriate for this service.
- 5) Advocates will process each referral with their assessment of the youth, client or family needs and available resources. Advocates will work with each client to develop a client driven, individualized service strategy based up on each client's specific needs (e.g.: financial, emotional, mental, physical, relationships, etc.), goals, and available resources.
- 6) Advocates will serve as the "case manager," monitoring progress, checking with participating services, meeting with clients, family members while providing one on one mentoring to approximately 180 individuals or families annually.
- 7) Contractor will collect demographic information as required by the State and the County. This includes gender, age, race, and special population status.
- 8) Contractor will track method of referral into services, services rendered, and follow up referral given Advocates will provide follow-up surveys and tracking, per approval of measurement tools by County Behavioral Health.
- 9) Advocate team meetings may be used to develop these individual plans where many compounding issues and parties are involved. TMHA staff will review these service strategy plans with the clients and/or family members, and other service providers as needed.

c. Staffing:

- 1) 1.00 FTE Family Advocate
- 2) 0.75 FTE Consumer Advocate
- 3) 1.00 FTE Family Partner

d. Units of Service:

- 1) Units Defined:

- i. Contacts = One-to-one personal interface, or group session, with target population; including assessment, orientation and low-intensive, referral to services
 - ii. Participants = Individual or family receiving one (1) to four (4) contacts with the Advocate
 - iii. Intensive Participants = Individual or family receiving more than four (4) intensive contacts of ongoing Advocate assistance, mentoring, early intervention services as outlined above.
- 2) Minimum Annual Units:
 - i. 2,000 contacts receive information dissemination, education, and referral
 - ii. 700 Participants, of which:
 - (i) 180 Intensive Participant receive ongoing, more intensive early intervention Advocate services
- e. Key Outcomes:
 - 1) Clients will demonstrate a 30% increase in knowledge of and ability to access community based resources based upon self-report surveys.
 - 2) Clients receiving intensive services will show a 30% increase in progress measured in the area of individual client focus: (i.e., housing, support, employment, legal, relationships, etc.) based upon self-report surveys, and Advocate assessment tools.
 - 3) Mental Health Advocate Clients will demonstrate a 30% increase in improved self-efficacy and improved life skills based upon self-report surveys.
 - 4) Clients who receive Advocacy support have a 30% increase in improved mood and reduced anxiety.
- f. Measurement Method:
 - 1) Pre/post surveys conducted retrospectively annually with at least 51% of clients surveyed

MHSA PROGRAMS – CSS Housing:

26. Nelson Street Studios Project – General System Development (No Monetary Compensation between County and Contractor)

- a. Scope of Services: The primary purpose of the project is to serve the South County public by providing necessary housing to individuals with serious mental illness and/or serious emotionally disturbance and any benefit to Contractor is merely incidental to the primary public purpose.
- b. Service Specifications: TMHA was given one-time funding in FY 11/12 to construct a new development of five (5) studio units for affordable-independent living in South San Luis Obispo County for adult residents diagnosed with a mental illness.

(Independent living environment means an unlicensed home with no onsite supervision). Admission into the affordable units will be based on consideration of client's mental disorder and qualifying income level of low and very low income. Referrals to at least three (3) of the Nelson Street Studios will be made from County Behavioral Health Services. Severely psychotic persons unable to function without close supervision are not permissible in the program. Residents will have access to Safe Haven, the South County Wellness Center located adjacent to studio units.

- 1) Property Management services will be provided by Contractor.
- 2) Housing Development shall comply with federal, state and local laws and regulations including zoning and building codes and requirements; fair housing law; licensing requirements, where applicable; fire safety requirements; environmental reporting and requirements, hazardous materials requirements; the Americans with Disabilities Act (ADA), California Government Code Section 11135 and other applicable requirements.
- 3) Contractor shall submit an annual report on the status of the project, including the number of clients housed and the types of services provided.
- 4) Contractor will establish a project manager with duties such as:
 - i. Regulating the eligibility and terms of agreement between the developer and the residents
 - ii. Maintaining all records and information, including budget information, required to fulfill reporting and audit requirements
 - iii. Monitoring project expenditures to ensure that all expenditures serve a public purpose
 - iv. Monitoring the project to ensure it continues to serve a primary public purpose.
- 5) Contractor agrees that the Constructed Units occupancy as set forth herein remain in effect for a period of not less than 20-years from the date of construction completion by Contractor.
 - i. A deed restriction is currently in place that limits use of the project to housing of low and extremely low income residents for a period of at least 20 years and requires the developer to refund used and unused GSD funds upon a finding by the County or State that this requirement has been violated.
- 6) If the State determines that the project is not serving primarily a public purpose, either through an audit or on the basis of other information, the County may be required to return all or part of the GSD funds used for the project.
- 7) Throughout the term of this Agreement, Contractor shall maintain in full force and effect a policy of fire, disaster, and liability coverage insurance on the Constructed Units, which insurance shall be with insurer and under forms of policies satisfactory to County and shall provide that notice be given to County at least thirty (30) days prior to cancellation or material

- change. Contractor shall file with the County a certified copy of said policy, and any attachments, renewals, or amendments thereto.
- c. Measurable Outcomes:
- 1) The Constructed Units provide stable and affordable housing to assist clients' manage chronic symptoms of illness, decrease psychiatric hospitalizations and crisis services, and decrease reliance on institutional alternatives.
- d. Occupancy: Contractor is solely responsible for initiating and terminating a participants housing placement and agrees to comply with all applicable laws and legal processes necessary to effectuate such an initiation or termination. The County does not have a lessor or tenant position with respect to these units.

27. Nipomo Street Studios Project

- a. Background and Intent: The Mental Health Services Act Housing Program administered by the California Housing Finance Agency (CalHFA) and the State offers permanent financing and capitalized operating reserve subsidies for the development of permanent supportive housing. County and Contractor were approved by CalHFA for permanent financing for capital development and operating subsidies to develop permanent supportive housing for individuals with psychiatric disabilities who are homeless or at risk of being homeless. The funding award is made directly to the Contractor as the qualified borrower through a separate contract with CalHFA. County and Contractor will commit to provide mental health services to those individuals entering MHSA funded units. Therefore, County and Contractor wish to provide evidence of a mutual understanding between parties with a proposed supportive housing development, including roles and responsibilities, purpose, descriptions and scope of services to be provided.
- b. Eligibility Determinations: The Project will serve adult men or women who are homeless or at risk of homelessness and have a diagnosis of severe mental illness, consistent with the MHSA definition of a target population. Potential tenants must be referred through the County to assure the individual meets the target population criteria. The individuals must have functional impairments due to their mental illness that prevents engagement in the community and may interfere with their ability to remain housed. Special consideration for housing and services is given to the Latino population as a culturally underserved group in San Luis Obispo County. Persons with frequent incarcerations, psychiatric hospitalizations and homelessness are also prioritized for services. Occupancy will be limited to those whose income does not exceed 30% of the area median income. Tenants will be informed of their rights to reasonable accommodation through a statement included in the housing application.
- c. Roles and Responsibilities: It is understood that County and Contractor staff must work together as a team to effectively meet the needs of the tenants. This level of collaboration will require exceptional, thorough, and timely communication between all parties. When appropriate, County and Contractor agree to collectively communicate any cause of concern pertaining to any and all items that affect the overall success of this Housing Project in a timely manner. Appropriate releases will

- be secured when confidential client information needs to be shared. Confidential client information will be handled with the utmost discretion and judgment. The parties understand their separate and distinct responsibilities. Contractor agrees as the owner and property manager of the housing and County agrees in the performance of services, that tenant and client rights are respected.
- d. Service Specifications: The Contractor will provide permanent supportive housing at 1306 Nipomo Street in the City of San Luis Obispo for individuals who have a mental illness and are homeless or at risk of homelessness in San Luis Obispo County and will also provide Intensive Residential services to clients housed in the units, as detailed in Section 19 of this Exhibit A. The development will include eight (8) studio units with parking. All units will be designated for the MHSA Housing Program. Contractor will:
- 1) Ensure all regulatory and funding requirements are met.
 - 2) Arrange for liability and property insurance for property.
 - 3) Employ a residential staff to administer the application process and determine income eligibility of tenants.
 - 4) Carry out rent collection and administration.
 - 5) Oversee tenant relations with management with respect to:
 - Notices
 - Evictions
 - Enforcement of house rules, policies and procedures
 - 6) Provide building and equipment maintenance and repair.
 - 7) Provide for the annual reporting requirements and submissions including a current rent roll, a proposed schedule of rental rates, and operating budget, year-end operating statement and services provided.
 - 8) Track program outcome measures determined by the County, CalHFA, and/or DHCS. Contractor shall work with County to develop and implement tenant profiling and tracking systems that include tenant characteristics and demographics, collection and reporting of data on the outcomes, method of monitoring the quality of services provided, and survey instruments.
 - 9) Contractor certifies compliance with local, state, and federal fair housing laws.

County will provide coordination between multiple service providers, as necessary. The services to be offered include but are not limited to: Assessment and evaluation, emergency assistance, individualized service planning, individual/group counseling, integrated co-occurring interventions, medication education and management, linkage to community resources, Full Service Partnership services, crisis intervention, pre-vocational and vocational services, education services, Peer groups, Wraparound services, independent living skills assistance including budgeting, Illness Management and Recovery groups, diet and health management, accessing

- transportation and involvement in the community as desired. Service frequency can vary from one to three times per month. Mental health services provided to tenants will be tracked by the County.
- e. General Terms: The Nipomo Street Studios Project will begin tenant occupancy effective September 1, 2013 and be automatically renewed with the same terms and conditions annually thereafter for a period of not less than 20-years from the date of construction completion by Contractor, except where either party provides written notice of non-renewal, said notice to be provided at least sixty (60) calendar days prior to the next renewal period. These general terms supersede Exhibit C - Duration and Effective Date incorporated herein and made a part of this Agreement hereof.
 - f. Measurable Outcomes:
 - 1) Through this collaboration, this MHSA shared housing development offers clients housing and supportive services that will enable them to live more independently in our communities.
 - 2) The housing project will average a 90% occupancy rate for MHSA funded units over each fiscal year, subsequent to fully leasing the units.
 - g. Occupancy: Contractor is solely responsible for initiating and terminating a participants housing placement and agrees to comply with all applicable laws and legal processes necessary to effectuate such an initiation or termination. The County does not have a lessor or tenant position with respect to the Nipomo Street studios.

EXHIBIT B
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
COMPENSATION

1. Compensation:

- a. Prior to commencement of services, Contractor shall provide a valid, current taxpayer ID number to the San Luis Obispo County Auditor/Controller at: 1055 Monterey Street Room D220, San Luis Obispo, CA. 93408. County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, the following sums in the following manner:
- b. The maximum amount of this contract shall not exceed four million six hundred nine thousand two hundred and thirty six dollars (\$4,609,236).
- c. If applicable, should both parties exercise the right to renew this Contract as described in Exhibits C and D, the maximum fund amount for this contract in total per renewal term is identical to the maximum fund amount in FY 2015-16 unless the Parties agree otherwise pursuant to Paragraph 30 of Exhibit D.
- d. The component of services covered in this Contract and the related compensation rates are anticipated types and rates for services. However, the Board of Supervisors delegates to the Behavioral Health Administrator the authority to exchange types of services for another type described in this Contract at the rates listed for each service respectively.
- e. The Contractor shall submit an advance payment request in the amount of 1/12th of the total contract amount for the first month of the 12 month period by the 15th of July. At the end of the contract period the Contractor shall submit one year-end invoice reconciling payments received by the programs compared to actual expenditures by July 7, 2015
- f. The Contractor shall submit monthly expense reports by the 15th day of the following month with actual expense for the current month and contract year to date by budget line item and type of service. County may withhold payments within first 11 months if program costs are expected not to exceed previous disbursements.
- g. County shall pay Contractor within thirty days from the date invoice was received by County, except for any disputed items. If there are any disputed changes on an invoice, County shall include an explanation of the nature of the dispute with the payment for the undisputed charge. The parties will exchange any information needed to resolve the dispute.
- h. In addition to withholding payment due to disputed charges on an invoice, County shall have the right to withhold payment to Contractor under the following conditions:
 - 1) In the County's sole, discretionary opinion, as issued in writing by the Behavioral Health Administrator, Contractor's performance, in whole or in part, has not been carried out.
 - 2) Contractor has not documented or has not sufficiently documented Contractor's services according to client records standards of the industry and any special requirements needed by third party payers or State or Federal funding agencies.

- 3) Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews or reviews of records in any form of information storage.
- i. Contractor shall submit a line item budget for each type of service. Said budget shall be subject to approval by the Behavioral Health Administrator.
- j. Contractor shall prepare an annual cost report as required State. County will make available the necessary forms to complete.
- k. Contractor agrees to accept risk for Medi-Cal exceptions related to deficiencies in documentation or any other areas of responsibility to County to the extent allowed by law. Contractor further agrees to be responsible for reimbursing County any revenues to be paid to the State or Federal government, including but not limited to exceptions resulting from Medi-Cal audit, or as identified through utilization review and medical review by insurance carriers or other auditors. Said reimbursements shall include all lost revenues, damages of any kind, costs and attorney fees incurred by the County, and other charges assessed against the County to the full extent allowed by law.

2. Billing:

- a. Contractor shall not bill clients for professional services performed pursuant to this Contract. All billings and collections for professional services shall be the responsibility of the County. This Contract shall constitute an assignment by Contractor to County of all funds owing or collected for the professional services rendered by Contractor pursuant to this Contract or Contractor shall take all additional steps reasonably requested by County to assist in the billing and collection of funds due for professional services rendered. All funds collected with respect to professional services provided within the purview of this Contract shall be the exclusive property of County and the sole compensation of Contractor shall be as hereinabove provided.
- b. Contractor will separately identify for County those services which are reimbursable under the Medi-Cal, Medi-Cal Administrative Activities (MAA), and Medicare programs so that County may bill and recover said reimbursement. Contractor will provide the necessary documentation to meet the billing requirements and standards under Medi-Cal and Medicare programs as determined. Contractor agrees that any such reimbursement received by County shall be and remain the property of County.

EXHIBIT C

CONTRACT FOR BEHAVIORAL HEALTH SERVICES

DURATION AND EFFECTIVE DATE

1. Effective Date.

This Contract shall be effective as of the date this Contract is signed by the Board of Supervisors for the County of San Luis Obispo, and that signature shall be the last to sign.

2. Service Date.

- a. Services shall commence on or after July 1, 2015 and shall end upon the end of the duration date.
- b. The County Board of Supervisors specifically acknowledges that in anticipation of execution of this contract, services within the scope of this contract may have been provided in reliance on assurances that this contract would be executed by the parties on the effective date. The services may have been rendered from July 1, 2015 to the date the Board of Supervisors is executing this contract and which were intended in the best interest of the public health and welfare. The Board of Supervisors expressly authorizes the retroactive effective date under this contract to July 1, 2015. The Board of Supervisors also expressly authorizes payment for those services accepted by the County at the same rates and under the same terms and conditions as stated in this contract, even though this contract is being signed after July 1, 2015.
- c. If any services from July 1, 2015 until the effective date have been paid by a purchase order via the County Purchasing Agent, that amount shall be deducted from this contract.

3. Duration Date.

This contract shall remain in effect from the effective date stated above until June 30, 2016, unless terminated sooner pursuant to Sections 6 or 7 of Exhibit D or renewed pursuant to Section 4 of this Exhibit.

4. Option to Renew for One Year

By mutual agreement of the County and Contractor, this Contract may be renewed for up to, but no more than, two (2) successive one-year renewal terms beginning immediately upon the expiration of the Contract's initial one-year term. Each such one-year renewal shall be made in writing. The Health Agency Director is hereby delegated the authority to determine whether to renew this Contract without additional approval by the Board of Supervisors, so long as the renewal is in writing, approved by County Counsel, and consistent with the limits described in Section 30 of Exhibit D.

EXHIBIT D
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
GENERAL CONDITIONS

1. Independent Contractor.

Contractor shall be deemed to be an independent contractor of County. Nothing in this contract shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this contract authorizes or permits the County to exercise discretion or control over the professional manner in which Contractor provides services. Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.

2. No Eligibility for Fringe Benefits.

Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

3. Warranty of Contractor for Provision of Services.

Contractor shall obtain and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in the Contract. Contractor shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the Business and Professions Code, and all other applicable laws for the type of services rendered under this Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed throughout the entire duration of this Contract under the local, state and federal laws and regulations applicable to the provision of services herein.

4. Warranty of Contractor re Compliance with all Laws.

Contractor shall keep informed of, observe, comply with, and cause all of its agents and personnel to observe and comply with all laws, rules, regulations, and administrative requirements adopted by federal, state, and local governments which in any way affect the conduct of work under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the Contractor shall immediately notify the County in writing.

5. Power and Authority of Contractor.

If the Contractor is a corporation, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation in good standing in the state of incorporation and authorized to transact business in the State of California.

6. Termination for Cause.

If the County determines that there has been a material breach of this Contract by Independent Contractor that poses a threat to health and safety, the County may immediately terminate the Contract. In addition, if any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Independent Contractor:

- a. Contractor fails to perform his duties to the satisfaction of the County; or
- b. Contractor fails to fulfill in a timely and professional manner his obligations under this Contract; or
- c. Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; or
- d. Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or
- e. Contractor has not, to the satisfaction of the County, documented or has not sufficiently documented services provided by Contractor, which includes without limitation, failure to meet industry standards or failure to satisfy any special requirements needed by third party payors or federal or state funding agencies; or.
- f. Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews or reviews of records in any form of information storage; or
- g. Contractor fails to comply with any provision of the Mental Health Compliance Plan, Cultural Competency Plan, and Code of Ethics.

All obligations to provide services shall automatically terminate on the effective date of termination.

For all other material breaches of this Contract, County must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) days from the date of the written notice, County may terminate the Contract. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this Contract.

In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Independent Contractor, which costs may include, but are not limited to, costs incurred by County in investigating and communicating with Contractor regarding said breach, including staff time.

7. Termination for Convenience.

Either party may terminate this Contract at any time by giving the other party at least 30 calendar days' written notice of termination for convenience ("Notice of Termination for Convenience"). Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the intended date for termination (the "Termination Date"). The terminating party shall deliver to the other party a notice specifying the date upon which such termination will become effective, which shall be at least 30 calendar days after the date of the notice.

Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services, which were provided prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination. After receiving a Notice of Termination for Convenience, Contractor shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts.

Neither this section nor Section 6 of this Exhibit apply to a decision by either party not to exercise an option to renew this contract.

8. Power to Terminate.

Termination of this Contract may be effectuated by the Health Agency Director without the need for action, approval, or ratification by the Board of Supervisors.

9. Non-Assignment of Contract.

Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor shall not delegate, assign, or otherwise transfer in whole or in part its rights or obligations under this contract without the prior written consent of County. Any such assignment, transfer, or delegation without the County's prior written consent shall be null and void.

10. Entire Agreement and Modifications.

This Contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this contract, Contractor relies solely upon the provisions contained in this Contract and no others.

11. Governing Law and Venue.

This Contract shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions. All of the parties' rights and obligations created hereunder shall be performed in the County of San Luis Obispo, State of California and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this contract.

12. Waiver.

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

13. Severability.

The Contractor agrees that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the

Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this contract so as to affect the original intent of the parties as closely as possible.

14. Nondiscrimination.

Contractor agrees that it will abide by all Federal and State labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability or national origin, and those conditions contained in Presidential Executive Order number 11246.

15. Notices.

All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the parties at the following addresses or sent by electronic transmission to the following facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

Anne Robin, LMFT
Behavioral Health Services Administrator
2180 Johnson Avenue
San Luis Obispo, CA 93401-4535

And to Contractor at:
Transitions Mental Health Association
P.O. Box 15408
San Luis Obispo, CA 93406

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery or transmission; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; (3) in the case of mailing, on the third business day following posting.

16. Inspection Rights.

The Contractor shall allow the County to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract and to inspect evaluate and audit any and all books, records, and facilities maintained by Contractor and subcontractors, pertaining to such service at any time during normal business hours. Books and records include, without limitation, all physical records originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records and books of account. Upon request, at any time during the period of this Contract, and for a period of five years thereafter, the Contractor shall furnish any such record, or copy thereof, to County.

17. Headings.

The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

18. Signatory Authority.

Contractor warrants that it has full power and authority to enter into and perform this Contract, and the person signing this Contract warrants that he/she has been properly authorized and empowered to enter into this Contract.

19. Indemnification.

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Contractor's performance or attempted performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by sole negligence or willful misconduct of the County.

20. Insurance.

Contractor shall procure and maintain for the duration of the contract 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 by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE.

Coverage should be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability:** ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- c. **Workers' Compensation** insurance 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. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be

arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

(Not required if Contractor provides written verification it has no employees)

- d. **Sexual Misconduct Liability, if applicable:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.
- e. **Professional Liability/Errors and Omissions:** Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.
- f. **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and 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 both CG 20 10 and CG 23 37 forms if later revisions used).
- g. **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- h. **Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.
- i. **Failure to Maintain Insurance:** Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.
- j. **Waiver of Subrogation:** 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 affect 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.
- k. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor

to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

- l. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- m. **Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:
 - 1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work
 - 3) 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.
- n. **Separation of Insureds:** All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- o. **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All 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 County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- p. **Certificates and copies of any required endorsements shall be sent to:**
 - San Luis Obispo County
 - Contracting Department Name, Division/Section
 - Contracting Department Address
 - Attention: Name and Title of Department Contact.

21. Nonappropriation of Funds.

During the term of this Contract, if the State or any federal government terminates or reduces its funding to County for services that are to be provided under this Contract, then County may elect to terminate this Contract by giving written notice of termination to Contractor effectively immediately or on such other date as County specifies in the notice. In the event that the term of this Contract extends into fiscal year subsequent to that in which it was approved by the County, continuation of the Contract is contingent on the appropriation of funds by the San Luis Obispo County Board of Supervisors or, if applicable, provision of State or Federal funding source. If County notifies Contractor in writing that the funds for this Contract have not been appropriated or provided, this Contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or

to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either terminate this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount.

22. Force Majeure.

Neither the County nor the Contractor shall be deemed in default in the performance of the terms of this contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.

23. Fiscal Controls.

Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the Auditor-Controller Contract Accounting and Administration Handbook, (Handbook) which contains the minimum required procedures and controls that must be employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. The handbook may be modified from time to time and contractor shall comply with modifications from and after the date modified. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County.

- a. The Handbook is available at <http://www.slocounty.ca.gov/AC/>, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo CA, 93408,
- b. The Office of Management and Budget (OMB) circulars are available at <http://www.whitehouse.gov/omb/circulars>.

24. State Audit.

Pursuant to California Government Code section 8546.7, every county contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit of the State Auditor for a period of three years after final payment under the contract.

25. Nondisclosure.

All reports, information, documents, or any other materials prepared by Contractor under this Contract are the property of the County unless otherwise provided herein. Such reports, information, documents and other materials shall not be disclosed by Contractor without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the information requested. County shall make sole decision whether and how to release information according to law.

26. Conflict of Interest.

Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code Section 87100 et seq. during the term of this Contract.

27. Immigration Reform and Control Act.

Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract are aware of and understand the Immigration Reform and Control Act (“IRCA”) of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with ICRA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.

28. Third Party Beneficiaries.

It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement, shall be strictly reserved to County and Contractor. Nothing contained in this contract shall give or allow and claim or right of action whatsoever by any other third person.

29. Tax Information Reporting.

Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.

30. Delegation of Authority.

The component of services covered in this Contract and the related compensation rates are anticipated types and rates for services. Accordingly, the Board of Supervisors delegates to the Behavioral Health Administrator the authority to amend this Contract to exchange, delete, or add to the types of services and/or to increase compensation to Contractor up to the change order limits specified in the County’s Contracting for Services Policy.

Any amendment made pursuant to a delegation of authority will only be effective if, prior to the commencement of services or extension of said Contract, the amendment is memorialized in writing, is approved by County Counsel, and is signed by the Behavioral Health Administrator and does not exceed the change order limits. This delegation of authority is expressly limited as stated herein.

The Board of Supervisors expressly delegates to the Health Agency Director or his designee the authority to decide whether to exercise the option to renew this agreement for two (2) one-year periods pursuant to Exhibit C. The Health Agency Director is permitted to agree to any rate change associated with a renewal of this contract so long as that rate change from the allowed expenditure under the initial term of this Contract falls within the change order limits of the County’s Contracting for Services Policy.

EXHIBIT E
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
SPECIAL CONDITIONS

1. Compliance with Health Care Laws.

Contractor agrees to abide by all applicable local, State and Federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder, including without limitation, the applicable provisions of the Civil Code, Welfare and Institutions Code, the Health and Safety Code, the Family Code, the California Code of Regulations, the Code of Federal Regulations, and the Health Insurance Portability and Accountability Act. This obligation includes, without limitation, meeting delivery of service requirements, guaranteeing all client's rights provisions are satisfied, and maintaining the confidentiality of patient records.

2. No Discrimination In Level Of Services.

As a condition for reimbursement, Contractor shall provide to and ensure that clients served under this Contract receive the same level of services as provided to all other clients served regardless of status or source of funding.

3. Nondiscrimination.

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human services, effective June 2, 1977, and found in the Federal Register, Volume 42, No.86 dated May 4, 1977.

Contractor shall comply with the provisions of the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulation promulgated thereunder (Title 2 Section 7285 et seq.) The Contractor shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, access to programs or activities, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap.

4. Quality Assurance.

Contractor agrees to conduct a program of quality assurance and program review that meets all requirements of the State Department of Health Care Services. Contractor agrees to cooperate fully with program monitoring or other programs that may be established by County to promote high standards of mental health care to clients at economical costs.

5. Compliance Plan.

Contractor and its employees, contractors and agents shall read, acknowledge receipt, and comply with all provisions of the latest edition of the County Mental Health Compliance Plan and Code of Ethics (“Compliance Plan”). The Compliance Plan includes policies and procedures that are designed to prevent and detect fraud, waste and abuse in federal health care programs, as required by Section 6032 of the Deficit Reduction Act (“DRA”). Failure to comply with any Compliance Plan provision, including without limitation, DRA compliance provisions is a material breach of this Contract and grounds for termination for cause. The ethics plan ensures that the conduct of employees reflects the principles of the Mental Health Department to treat consumers, the general public, and other employees with integrity, honesty, courtesy, fairness and to adhere to the requirements set by various federal and statute regulatory agencies. Contractor agrees that all staff employed by Contractor will follow these ethical standards, including compliance with state and federal regulations for safeguarding client information.

Contractor will certify, on an annual basis, that it and all of its employees, contractors and agents have read and received a copy of the Compliance Plan and agree to abide by its provisions, and will orientate staff to enforce established standards to ensure organizational and individual compliance. In addition, at the time Contractor hires a new employee, contractor or agent, Contractor will certify that the individual has read and received a copy of the Compliance Plan and agrees to abide by its provisions.

6. Compliance with County Cultural Competence Plan.

Contractor will meet cultural, ethnic and linguistic backgrounds of the clients served, in accordance with the County Cultural Competence Plan, including access to services in the appropriate language and/or reflecting the appropriate culture or ethnic group. Contractor will certify, on an annual basis, that it and all of its employees, contractors and agents have read and received a copy of the County Cultural Competence Plan and agree to abide by its provisions. Contractor will use professional skills, behaviors, and attitudes in its system that ensures that the system, or those being seen in the system, will work effectively in a cross cultural environment.

7. Training Program.

Contractor will participate in training programs as provided in Title 22 of the California Code of Regulations, Health Information Portability and Accountability Act, and other appropriate regulations, and as required by County.

8. Record keeping and reporting of services.

Contractor shall:

- a. Keep complete and accurate records for each client treated pursuant to this Contract, which shall include, but not be limited to, diagnostic and evaluation studies, treatment plans, medication log, progress notes, program compliance, outcome measurement and records of services provided in sufficient detail to permit an evaluation of services without prior notice. Such records shall comply with all applicable Federal, State, and County record maintenance requirements
- b. Submit informational reports as required by County on forms provided by or acceptable to County with respect to Contractor's program, major incidents, and fiscal activities of the program.

- c. Collect and provide County with all data and information County deems necessary for County to satisfy State reporting requirements, which shall include, without limitation, Medi-Cal Cost reports in accordance with Welfare and Institutions Code 5651(a)(4), 5664(a) and (b), 5705(b)(3), 5718(c) and guidelines established by DHCS. Said information shall be due no later than 90 days after close of fiscal year of each year, unless a written extension is approved by the County. Contractor shall provide such information in accordance with the requirements of the Short-Doyle/Medi-Cal Cost Reporting System Manual, applicable state manuals and/or training materials, and other written guidelines that may be provided by County to Contractor.

9. State Audits.

Pursuant to California Code of Regulations section 1810.380, Contractor shall be subject to State oversight, including site visits and monitoring of data reports and claims processing; and reviews of program and fiscal operations to verify that medically necessary services are provided in compliance with said code and the contract between the State and County. If the Contractor is determined to be out of compliance with State or Federal laws and regulations, the State may require actions of the County to rectify any out of compliance issue, which may include financial implications. Contractor agrees to be held responsible for their portion of any action the State may impose on the County.

10. Equipment.

Contractor shall furnish all personnel, supplies, equipment, telephone, furniture, utilities, and quarters necessary for the performance of services pursuant to this Contract with the exception of:

- a. All required Behavioral Health forms;
- b. County may at its option and at County's sole discretion, elect to provide certain equipment which shall remain County property and be returned to the County upon earlier demand by or in no event later than the termination of the Contract. Contractor may at its option use County provided equipment for non-County clients as long as the equipment in any given instance is not for the sole use of non-County clients.

11. Other Employment.

Contractor shall retain the right to provide services at another facility or to operate a separate private practice; subject, however, to the conditions that:

- a. No such private practice shall be conducted or solicited on County premises.
- b. Such other employment shall not conflict with the duties, nor the time periods within which to perform those duties, described in this Contract.
- c. The insurance coverage provided by the County or by the Contractor for the benefit of the County herein is in no way applicable to or diminished by any other employment or services not expressly set forth in this Contract.

12. Screening for Inspector Generals' Excluded Provider List and Medi-Cal List of Excluded Providers.

At the time of securing a new employee or service provider, Contractor shall conduct or cause to be conducted a screening and provide documentation to County certifying that its new employee or service provider is not listed on the Excluded Provider List of the Office of the Inspector General or the Medi-Cal List of Excluded Providers. On a monthly basis, Contractor shall conduct or cause to be conducted a screening of all employees, contractors or agents and shall sign a certification documenting that neither Contractor nor any of its employees, contractors or agents are listed on the Excluded Provider List of the Office of the Inspector General or the Medi-Cal List of Excluded Providers. Documentation shall be forwarded to the Mental Health Contracts Coordinator for inclusion in the contract file.

13. State Department of Health Care Services Contract.

Contractor agrees that this Contract shall be governed by and construed in accordance with the laws, regulations and contractual obligations of County under its agreement with the State Department of Health Care Services to provide specialty mental health services to Medi-Cal beneficiaries of San Luis Obispo County. (Medi-Cal Specialty Mental Health Services, Welfare and Institutions Code section 5775).

14. Placement Authority.

County will have sole and exclusive right to screen and approve or disapprove clients prior to placement in Contractor's facility. Approval must be obtained in writing by client's case manager or designee prior to placement under this Contract.

15. Inspection of Records by Local, State or Federal Agency.

The Contractor shall allow the County, State Department of Health Care Services (DHCS), United States Department of Health and Human Services (HHS), the Comptroller General of the United States (Government Accountability Office, GAO), and other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract and to inspect, evaluate and audit any and all books, records, and facilities maintained by Contractor, pertaining to such service at any time during normal business hours. Books and records include, without limitation, all physical records originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records, books of account, beneficiary records, prescription files, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this Contract, and for a period of five years thereafter, the Contractor shall furnish any such record, or copy thereof, to County, State DHCS, HHS, or GAO as requested.

16. Confidentiality.

Contractor shall abide by all applicable local, State and federal laws, rules, regulations, guidelines, and directives regarding the confidentiality and security of patient information, including without limitation, Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code Sections 14100 and 5328 et seq., Section 431.300 et seq. of Title 42 of the Code of Federal Regulations, the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations, including but not limited to Title 45 CFR Parts 142, 160, 162 and 164, and the provisions of Exhibit F, and the Business Associate Agreement attached to this Contract and incorporated by this reference. Any conflict between the terms and conditions of this

Contract and the Business Associate Agreement are to be read so that the more legally stringent terms and obligations of the Contractor shall control and be given effect. Contractor shall not disclose, except as otherwise specifically permitted by the Contract or authorized by the client/patient or the law, any such identifying information without prior written authorization in accordance with State and Federal laws.

17. License Information.

Contractor agrees that all facilities and staff including, but not limited to, all professional and paraprofessional staff used to provide services will maintain throughout the term of this Contract, such qualifications, licenses and/or permits as are required by state or local law. Contractor shall provide County a list of all licensed persons who may be providing services under this Contract. The list shall include the name, title, professional degree, license number, and NPI number.

18. Gifts.

Gifts may not be charged to this Contract, whether to Contractor staff or anyone else. However, incentive items for youth clients used in a clinical behavioral modification program are allowed with clinical documentation and compliance with established County procedures.

19. Reports of Death, Injury, Damage or Abuse.

If the County discovers any practice, procedure, or policy of the Contractor which deviates from the requirements of this Contract, violates federal or state law, threatens the success of the program conducted pursuant to this Contract, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of service, County may require corrective action, withhold payment in whole or in part, or terminate this Contract immediately. If County notifies Contractor that corrective action is required, Contractor shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the County within thirty (30) days, unless County notifies Contractor that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.

Contractor agrees to notify the County immediately should Contractor be investigated, charged, or convicted of a health care related offense. During the pendency of any such proceedings, Contractor shall keep the County fully informed about the status of such proceedings and to consult with the County prior to taking any action which will directly impact the County. This Contract may be terminated immediately by County upon the actual exclusion, debarment, loss of licensure, or conviction of Contractor of a health care offense. Contractor will indemnify, defend, and hold harmless the County for any loss or damage resulting from the conviction, debarment, or exclusion of Contractor or subcontractors.

If Contractor is an in-patient facility, Contractor shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

- a. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Contract and involving County's clients, Contractor shall immediately notify the County's Behavioral Health Administrator by telephone. In addition, Contractor shall promptly submit to County a written report including: (1) the name and address of the injured /deceased person; (2) the time and location of the incident; (3) the names and addresses of Contractor s employees

or agents who were involved with the incident; (4) the names of County employees, if any, involved with the incident; and (5) a detailed description of the incident.

- b. Child Abuse Reporting. Contractor shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, Penal Code § 11164, et eq. Contractor shall require that all of its employees, consultants, and agents performing services under this Contract who are mandated reporters under the Act sign statements indicating that they know of and will comply with the Act's reporting requirements
- c. Elder Abuse Reporting. Contractor shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (Welfare and Institutions Code § 15600 Code, et seq.). Contractor shall require that all of its employees, consultants, and agents performing services under this Contract who are mandated reporters under the Act sign statements indicating that they know of and will comply with the Act's reporting requirements

20. Disclosure of Unusual Incidents.

Contractor shall notify the County's Behavioral Health Administrator, by telephone, of the violation of any provision of this Contract within 24 hours of obtaining reasonable cause to believe such a violation occurred. Notice of such violation shall be confirmed by deliver to the County's Behavioral Health Administrator, within 72 hours of obtaining a reasonable cause to believe that such violation occurred, of a written notice which shall describe the violation in detail. Contractor shall comply with state law and the County's policies and requirements concerning the reporting of unusual occurrences and incidents.

21. Standard for Security Configurations, if applicable.

For those Contractors accessing County's Anasazi system, County shall not provide the Contractor with computer support in connection with the performance of this Contract. The County and Contractor shall be aware of and exclusively responsible for all legal implications of the County providing the Contractor with Computer support in connection with the performance of this contract.

- a. The Contractor shall configure its computers with the applicable United States Government Configuration Baseline (USGCB) and ensure that its computers have and maintain the latest operating system patch level and anti-virus software level.
- b. The Contractor shall apply approved security configurations to information technology (IT) that is used to process information on behalf of County. The following security configuration requirements apply: USGCB
- c. The Contractor shall ensure IT applications operated on behalf of the County are fully functional and operate correctly on systems configured in accordance with the above configuration requirements. The Contractor shall test applicable product versions with all relevant and current updates and patches installed. The Contractor shall ensure currently supported versions of information technology products met the latest USGCB major version and subsequent major versions.
- d. The Contractor shall ensure IT applications designed for end users run in the standard user context without requiring elevated administrative privileges.

- e. The Contractor shall ensure hardware and software installation, operation, maintenance, update, and patching will not alter the configuration settings or requirements specified above.
- f. The Contractor shall ensure that its subcontractors (at all tiers) which perform work under this contract comply with the requirements contained in this clause.
- g. The Contractor shall ensure that computers which store PHI and/or PII locally have hard drive encryption installed and enabled

EXHIBIT F
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
BUSINESS ASSOCIATE AGREEMENT

1. General Provisions and Recitals.

- a. All terms used, but not otherwise defined below herein, have the same meaning as in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and their implementing regulations at 45 CFR Parts 160 through 165 (“HIPAA regulations”) (collectively along with state law privacy rules as “HIPAA Laws”) as they may exist now or be hereafter amended.
- b. A business associate relationship under the HIPAA laws between Contractor and County arises to the extent that Contractor performs, or delegates to subcontractors to perform, functions or activities on behalf of County under the Agreement.
- c. County wishes to disclose to Contractor certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”), as defined by the HIPAA laws, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.
- d. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of the HIPAA laws.
- e. The HIPAA Privacy and Security rules apply to Contractor in the same manner as they apply to County. Contractor agrees therefore to be in compliance at all times with the terms of this Business Associate Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

2. Definitions.

- a. “Administrative Safeguards” are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of Contractor’s workforce in relation to the protection of that information.
- b. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA laws which compromise the security or privacy of the PHI.
 - 1) Breach excludes:
 - i. Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Contractor or County, if such acquisition, access, or use was made in good faith and within the scope of authority and does

not result in further use or disclosure in a manner not permitted under the Privacy Rule

- ii. Any inadvertent disclosure by a person who is authorized to access PHI at Contractor to another person authorized to access PHI at the Contractor's, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.
 - iii. A disclosure of PHI where Contractor or County has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- 2) Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:
- i. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - ii. The unauthorized person who used the PHI or to whom the disclosure was made
 - iii. Whether the PHI was actually acquired or viewed; and
 - iv. The extent to which the risk to the PHI has been mitigated.
- c. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
 - d. "Physical Safeguards" are physical measures, policies, and procedures to protect Contractor's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion required by the HIPAA laws.
 - e. "County PHI" means either: (1) PHI disclosed by County to Contractor; or (2) PHI created, received, maintained, or transmitted by Contractor pursuant to executing its obligations under the Contract.

3. Obligations and Activities of Contractor as a Business Associate.

- a. Contractor agrees not to use or further disclose County PHI other than as permitted or required by this Business Associate Agreement or as required by law.
- b. Contractor agrees to use appropriate safeguards and other legally-required safeguards to prevent use or disclosure of County PHI other than as provided for by this Business Associate Agreement.
- c. Contractor agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic County PHI.
- d. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of County PHI by Contractor in violation of the requirements of this Business Associate Agreement or HIPAA laws.

- e. Contractor agrees to report to County immediately any Use or Disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware. Contractor must report Breaches of Unsecured PHI in accordance with the HIPAA laws.
- f. Contractor agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions and conditions that apply through this Business Associate Agreement to Contractor with respect to such information.
- g. Contractor agrees to provide access, within ten (10) calendar days of receipt of a written request by County, to PHI in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under 45 CFR § 164.524 or any other provision of the HIPAA laws.
- h. Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 CFR § 164.526 at the request of County or an Individual, within fifteen (15) calendar days of receipt of said request by County. Contractor agrees to notify County in writing no later than ten (10) calendar days after said amendment is completed.
- i. Contractor agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, County available to County and the Secretary in a time and manner as determined by County or as designated by the Secretary for purposes of the Secretary determining County's compliance with the HIPAA Privacy Rule.
- j. Contractor agrees to document any Disclosures of County PHI or Contractor creates, receives, maintains, or transmits on behalf of County, and to make information related to such Disclosures available as would be required for County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.
- k. Contractor agrees to provide County or an Individual, as directed by County, in a time and manner to be determined by County, any information collected in accordance with the Agreement, in order to permit County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with the HIPAA laws.
- l. Contractor agrees that to the extent Contractor carries out County's obligation under the HIPAA Privacy and/or Security rules Contractor will comply with the requirements of 45 CFR Part 164 that apply to County in the performance of such obligation.
- m. Contractor shall work with County upon notification by Contractor to County of a Breach to properly determine if any Breach exclusions exist.

4. Security Rule.

- a. Contractor shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, § 164.312, and § 164.316 with respect to electronic County PHI or Contractor creates, receives, maintains, or transmits on behalf of County. Contractor shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.

- b. Contractor shall ensure that any Subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of Contractor agree through a contract with Contractor to the same restrictions and requirements contained this Business Associate Agreement.
- c. Contractor shall report to County immediately any Security Incident of which it becomes aware. Contractor shall report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

5. Breach Discovery and Notification.

- a. Following the discovery of a Breach of Unsecured PHI , Contractor shall notify County of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.
 - 1) A Breach shall be treated as discovered by Contractor as of the first day on which such Breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor.
 - 2) Contractor shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of Contractor, as determined by federal or state common law of agency.
 - 3) Contractor's notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.
- b. Notices shall be sent to the following address:

Anne Robin, LMFT
Behavioral Health Administrator
2180 Johnson Avenue
San Luis Obispo, CA 93401-4535

- c. Contractor's notification shall include, to the extent possible:
 - 1) The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during the Breach;
 - 2) Any other information that County is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time Contractor is required to notify County or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:
 - i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - ii. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address,

- account number, diagnosis, disability code, or other types of information were involved);
- iii. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - iv. A brief description of what Contractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
 - v. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- d. County may require Contractor to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the County.
 - e. In the event that Contractor is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, Contractor shall have the burden of demonstrating that Contractor made all notifications to County consistent with this Paragraph E and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.
 - f. Contractor shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur..
 - g. Contractor shall provide County all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit County to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than ten (10) calendar days after Contractor's initial report of the Breach to County.
 - h. Contractor shall continue to provide all additional pertinent information about the Breach to County as it may become available, in reporting increments of five (5) business days after the last report to County. Contractor shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to County, when such request is made by County.
 - i. Contractor shall bear all expense or other costs associated with the Breach and shall reimburse County for all expenses County incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.
 - j. Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Contract and use or disclose protected information; and discipline employees who intentionally violate any provisions.

6. Permitted Use and Disclosure by Contractor.

- a. Contractor may use or further disclose County PHI as necessary to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by County except for the specific Uses and Disclosures set forth below.

- 1) Contractor may use County PHI, if necessary, for the proper management and administration of Contractor.
- 2) Contractor may disclose PHI County discloses to Contractor for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, if:
 - i. The Disclosure is required by law; or
 - ii. Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies Contractor of any instance of which it is aware in which the confidentiality of the information has been breached.
- 3) Contractor may use or further disclose County PHI to provide Data Aggregation services relating to the Health Care Operations of Contractor.
- b. Contractor may use County PHI, if necessary, to carry out legal responsibilities of Contractor.
- c. Contractor may use and disclose County PHI consistent with the minimum necessary policies and procedures of County.
- d. Contractor may use or disclose County PHI as required by law.

7. Obligations of County.

- a. County shall notify Contractor of any limitation(s) in County’s notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Contractor’s Use or Disclosure of PHI.
- b. County shall notify Contractor of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Contractor’s Use or Disclosure of PHI.
- c. County shall notify Contractor of any restriction to the Use or Disclosure of PHI that County has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Contractor’s Use or Disclosure of PHI.
- d. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by County.

8. Business Associate Termination.

- a. Upon County’s knowledge of a material breach or violation by Contractor of the requirements of this Business Associate Agreement, County shall:
 - 1) Provide an opportunity for Contractor to cure the material breach or end the violation within thirty (30) business days; o
 - 2) Immediately terminate the Agreement, if Contractor is unwilling or unable to cure the material breach or end the violation within (30) calendar days, provided termination of the Agreement is feasible.

- b. Upon termination of the Agreement, Contractor shall either destroy or return to County all PHI Contractor received from County or Contractor created, maintained, or received on behalf of County in conformity with the HIPAA Privacy Rule.
 - 1) This provision shall apply to all PHI that is in the possession of Subcontractors or agents of Contractor.
 - 2) Contractor shall retain no copies of the PHI
 - 3) In the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon determination by County that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Business Associate Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as Contractor maintains such PHI.
- c. The obligations of this Business Associate Agreement shall survive the termination of the Contract.

EXHIBIT G
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
QUALIFIED SERVICE ORGANIZATION AGREEMENT

1. Contractor agrees that it is a Qualified Service Organization to the County within the meaning of 42 Code of Federal Regulations sections 2.11 and 2.12.

2. Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any patient records from County or through performing its obligations per this contract the programs, Contractor is fully bound by 42 Code of Federal Regulations Part 2 and analogous state laws.

3. Contractor further agrees that if necessary, it will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 Code of Regulations Part 2.