

**MEMORANDUM OF UNDERSTANDING
FOR THE COUNTY OF SANTA BARBARA
BETWEEN
THE DEPARTMENT OF ALCOHOL, DRUG & MENTAL HEALTH
SERVICES
AND
THE SHERIFF'S DEPARTMENT**

SECTION 1. PURPOSE.

This Memorandum of Understanding (hereafter "MOU") is hereby entered into between the County of Santa Barbara Department of Alcohol, Drug, and Mental Health Services (hereafter "ADMHS") and the County of Santa Barbara Sheriff's Department (hereafter "Sheriff"). The purpose of this MOU is to:

1. Describe services to be rendered by the Sheriff's Treatment Program (STP) to ADMHS relative to the Negotiated Net Amount (NNA) treatment services as funded and administered by the California Department of Alcohol and Drug Programs.
2. Describe procedures and define responsibilities for the transfer and care of inmates taken to the Psychiatric Health Facility (PHF).
3. Describe mental health services rendered to inmates of the Santa Barbara County Jail (hereafter "Jail") by Sheriff's contracted provider.

SECTION 2. PROGRAM DESCRIPTION.

A. STP.

1. Sheriff shall provide individual and group counseling services for men and women in the Jail who have a history of substance abuse, as described in Exhibit A. These services will be in coordination and collaboration with ADMHS, the Probation Department, the Santa Barbara Courts, and other community-based organizations.
2. Specific services provided by STP will conform to California Department of Alcohol and Drug Programs guidelines.
3. ADMHS will provide local project administration and fiscal oversight for the STP, and will provide direction with respect to collection of any required program data.

B. PSYCHIATRIC HEALTH FACILITY SERVICES TO INMATES.

1. Sheriff has entered into a contract with Prison Health Services (PHS) to provide mental health services to inmates in the Jail. Sheriff shall be responsible to ensure that PHS complies with the terms which apply thereto as outlined in this MOU.
2. PHS shall identify inmates with possible psychiatric emergencies who might require involuntary psychiatric admission to the PHF pursuant to Welfare and Institutions

Code (WIC) §5150 and contact the designated ADMHS staff (hereafter “CARES Mobile Crisis”) to arrange for an assessment.

3. ADMHS CARES Mobile Crisis shall respond and provide emergency mental health evaluation 24 hours per day 7 days per week to inmates with possible psychiatric emergencies. For such inmates, CARES Mobile Crisis will consult with the ADMHS PHF psychiatrist or On-call Psychiatrist to review the inmate’s condition and to determine the inmate’s need for hospitalization, pursuant to WIC §5150.
4. For inmates needing hospitalization pursuant to WIC §5150, CARES Mobile Crisis staff will contact PHF and facilitate transfer to the PHF if a bed is available at the time of assessment. In the event no beds are available, PHF will place a hold on a bed so that an inmate transfer can occur when a bed becomes available. PHF will notify CARES Mobile Crisis once a PHF bed becomes available. Because inmates’ needs for involuntary interventions change over time, CARES Mobile Crisis, in concert with PHF staff, will determine whether the inmate needs to be reassessed prior to transfer.
5. PHS shall ensure each inmate is medically cleared and has a stable medical presentation appropriate for admission to a free standing psychiatric facility prior to transport to the PHF. Sheriff shall transport inmates needing psychiatric hospitalization per WIC §5150, as determined by ADMHS, to the PHF. Sheriff staff will provide transportation for inmates in Jail custody to medical appointments or court appearances, at no additional cost. In addition, Sheriff staff will provide transportation for other PHF clients who may be at risk for dangerous behavior that cannot be managed by ADMHS staff. ADMHS staff should provide twenty-four (24) hour notice to the Transportation Unit for these requests.
6. PHF will provide acute psychiatric inpatient hospital services to inmates, including routine services and hospital-based ancillary services.
 - a. "Routine Services" means bed, board and all medical, nursing and other support services usually provided to a client by a psychiatric inpatient hospital. Routine services do not include hospital-based ancillary services or physician or psychologist services.
 - b. "Hospital-Based Ancillary Services" means services which are received by an individual admitted to a psychiatric inpatient hospital, other than routine services.
7. Inmates taken to the PHF from the Jail pursuant to Penal Code Section 4011.6 will have their continued need for placement at PHF reviewed daily by ADMHS’ PHF treating Psychiatrist. The Jail Commander and PHF Program Manager, or their designees, will be notified daily via e-mail, regarding the status of each inmate.

C. INMATE MENTAL HEALTH SERVICES IN JAIL.

1. Sheriff shall ensure that adequate and appropriate mental health services are provided to inmates while they are in custody.

2. PHS shall assign a primary contact, who shall be a member of PHS' Mental Health staff, to serve as liaison to ADMHS and ensure continuity of care for ADMHS clients and other inmates with mental health conditions.
3. PHF Staff and PHS Mental Health staff shall meet monthly to identify and develop solutions regarding inmate mental health care, continuity of care for individuals, and clinical gaps in service. ADMHS staff shall attend monthly MAC meetings.
4. Sheriff staff will conduct a medical screening of all inmates at intake. Inmates who are identified as having mental health needs shall be referred to PHS' mental health clinician for further evaluation.
5. As described in the Sheriff's contract with PHS, within 14 days of admission, PHS staff will perform a detailed history and physical examination, which will include a mental health evaluation, included as Exhibit B to this MOU.
6. Identification of ADMHS Clients.
 - a. Daily, Sheriff staff will provide the Jail's 24 hour booking and release roster to ADMHS PHF staff via fax (to 805-681-4382).
 - b. PHF staff will review the roster and identify the individuals who have an open or closed case (episode) with ADMHS (hereafter "clients"). For each ADMHS client on the roster, PHF staff will provide PHS with contact information for ADMHS' Care Coordinator or Clinic Supervisor/Manager (hereafter "ADMHS Jail Liaison").
 - c. Within one business day of an inmate being identified by PHF as an ADMHS client, PHS staff will contact the ADMHS Jail Liaison for consultation on relevant treatment history. Within one business day of such contact, the ADMHS Jail Liaison will provide relevant information, including record of the most recent assessment performed by ADMHS psychiatrist and Care Coordinator, psychosocial assessment, medication order sheet, and client service face sheet.
 - d. Medication.
 - i. The client's ADMHS Jail Liaison will provide information regarding up to date psychopharmacological treatment including:
 - a. Medication name and dosage.
 - b. Client's history of medication response and compliance.
 - ii. PHS staff will see the client to determine appropriateness of administering medication. If clinically indicated by PHS' mental health evaluation, PHS shall continue the ADMHS client's existing prescribed psychotropic medications until consultation with PHS' psychiatrist.

iii. Once an inmate is identified as an ADMHS client by name and/or booking number, and ADMHS has forwarded a list of current medications, date last seen by ADMHS staff, and diagnosis, the ADMHS client will be triaged based upon acuity; those most acute will be seen by a psychiatrist within 72 hours.

7. Discharge Planning.

- a. Sheriff will ensure that PHS provides discharge planning for inmates with mental health conditions. PHS will facilitate, during incarceration and upon notification from the Sheriff of a pending release, continuity of mental health care from the Jail into the community.
- b. The discharge planning program will include: referrals to physicians for mental health care; instructions in medication management; identification, arrangement and coordination with community-based healthcare and human services required/requested by inmates; outreach to community healthcare and human services providers; development of formalized working arrangements with community healthcare and human service providers; and participation in community initiatives as applicable.
- c. Upon confirmation from ADMHS that a client is in custody, and with adequate notice of the actual date of release from custody by the Court or SBSO to PHS, inmates will be given 3-days of medication and/or 30-day prescription if determined to be clinically appropriate by the PHS psychiatrist, prior to release from the jail.
- d. For inmates who are ADMHS clients, PHS' Discharge Planner shall notify the ADMHS Jail Liaison of their release from Jail, and provide all pertinent clinical information to the ADMHS Jail Liaison, including the assessment/evaluation, summary of treatment provided, medication treatment record and discharge medications and or prescription.
- e. Inmates who do not have a case file (episode) open with ADMHS and are diagnosed as having a severe mental illness, or specialty mental health needs, shall be referred by PHS to ADMHS Cares North or South.
- f. Reporting.
 1. Sheriff and PHS will coordinate the collection and reporting of data as required by the State Department of Mental Health.
 2. Sheriff, PHS and ADMHS will collaborate to develop appropriate data indicators to be collected and reported on inmates with mental health conditions.

SECTION 3. FINANCIAL PROVISIONS.

A. STP.

The contract maximum for STP for FY 2009-10 will be \$69,601. For future fiscal years, the amount will be determined by the ADMHS adopted budget. The total costs charged to ADMHS by STP will not exceed this amount.

1. Sheriff will:
 - a. Submit, on a monthly basis, an electronic invoice for reimbursement of STP. STP salary costs will be supported by County Financial Information Network (FIN) productive labor reports and provided to ADMHS.
 - b. Furnish ADMHS such financial information necessary to determine the reasonable value of the services rendered, as described in Exhibit A.
2. ADMHS will:
 - a. Reimburse STP monthly based on actual costs. In no event will the total of monthly reimbursements exceed the fiscal year maximum.
 - b. Evaluate the monthly electronic invoice submitted by STP. If the cost for the service performed is determined to be satisfactory, payment processing will be initiated. In no event will service units (staff hour) from one month be shifted, added to, or included with another monthly invoice.
 - c. Pay the monthly invoice for satisfactory work within thirty (30) days of submission. Any invoice that has errors or omissions will be immediately returned to Sheriff's Department for correction and resubmission.
3. Failure of ADMHS to discover or object to any unsatisfactory work or billings, prior to payment, will not constitute a waiver of ADMHS' right to require the work or billing to be corrected.

B. PSYCHIATRIC HEALTH FACILITY.

1. The PHF daily bed rate will be established by the ADMHS Published Charges as approved by the Board of Supervisors. ADMHS will notify Sheriff of proposed modifications to ADMHS' Published Charges that impact the PHF daily bed and will to the best of its ability, estimate the financial impact to the Sheriff of such changes to the PHF daily bed rate.
2. The anticipated number of PHF bed days utilized by inmates is 330 annually. Sheriff will be fiscally responsible for costs exceeding the anticipated total fiscal year PHF bed days, as long as the inmate/patient fiscal responsibility lies with Sheriff.
3. Sheriff will reimburse ADMHS for acute inpatient PHF bed days used by inmates held in Sheriff custody. In the event a hospitalization exceeds the initial 72 hour evaluation period, it is agreed there will be a psychiatrist certification, court

order, and/or approval obtained from the Jail commander/designee in order to continue inpatient treatment.

4. Sheriff will not be fiscally responsible for inmates transferred and housed at PHF under Penal Code Section 1370.01 and 1367.1.
5. In order for twelve (12) months of actual costs to be posted by Journal Entry (JE) to the County's Financial Information System (FIN) before the end of any County fiscal year, services described in this MOU will consist of actual services delivered between, and including, the months of June through May of each Fiscal Year.
6. When Sheriff is fiscally responsible for PHF services, the following procedures will apply:
 - a. ADMHS will bill Sheriff for actual total gross charges with appropriate back-up documentation that includes, but is not limited to: a listing of inmates referred, the date of admission to the PHF.
 - b. Sheriff accounting staff will review all billings and communicate any potential errors to ADMHS accounting staff prior to processing payment. Should the account be audited, Sheriff and ADMHS staff, through the journal entry process, will process any adjusting errors.
 - c. Actual charges for services will be billed on an annual basis through an on-line Auditor-Controller Journal Entry (JE) by the 15th day of the last month in which services are delivered in any fiscal year.

SECTION 4. DISPUTE RESOLUTION.

- A. Any dispute/disagreement between the two departments arising from this MOU will first be addressed and resolved at the staff level between the appropriate departmental representatives.
- B. If the issue is accounting or administrative in nature, the respective accounting staff who process the routine paperwork should first address the issue. If the matter is not resolved at that level, it may be referred to the respective Financial Managers; then to the Deputy Director of ADMHS or a designee and Chief or Commander of Custody Operations prior to an ultimate resolution by the respective Department Heads or designated representatives.
- C. If the issue is operational in nature the respective line staff who oversee the day-to-day operations should address the issue.
- D. Should either ADMHS or Sheriff desire to revise or add any significant provisions to this MOU, such change will be made a part of this MOU by written amendment, approved in writing by both Department Heads and or the authorized representatives of both departments.

SECTION 5. POINTS OF CONTACT.

- A. ADMHS - The primary contacts for ADMHS shall be the PHF Manager for any PHF related matters; the CARES Manager for any WIC §5150 or discharge related matters; or other ADMHS staff as delegated by ADMHS' Medical Director.
- B. Sheriff - The Commander of the Jail, and in his/her absence, the Main Jail Administrative Lieutenant will serve as the primary contact.

SECTION 6. TERMS.

- A. The term of this agreement is effective July 1, 2009 and shall continue in effect for subsequent fiscal years until terminated or amended. The amounts in this MOU are informational only. The official annual fiscal year budget amounts for the services described in this MOU shall be represented by the Santa Barbara County budget development system "Service Change Request Forms" agreed to by both departments and made a part of the County Adopted Budget for each respective fiscal year.
- B. This agreement may only be modified via an amendment signed by both parties.
- C. Either party may cancel or amend this agreement with ninety (90) days written notice.
- D. A new MOU may be negotiated such that it supersedes the existing MOU when signed by both designated representatives.
- E. Both parties understand that this is not an exclusive MOU and that either party has the right to negotiate with and enter into contracts or agreements with others to provide and/or receive the same or similar services.
- F. ADMHS agrees not to assign nor transfer any of its obligations under this MOU without the prior written consent of Sheriff. Sheriff agrees not to assign nor transfer any of its obligations under this MOU without the prior written consent of ADMHS.
- G. If any one or more provisions contained in this MOU will for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions will be deemed severable from the remaining provisions herein, and such invalidity, illegality, or unenforceability will not affect any other provision herein.

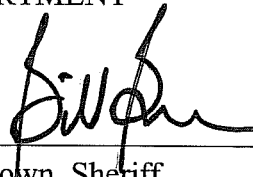
SANTA BARBARA COUNTY ALCOHOL,
DRUG, & MENTAL HEALTH SERVICES



Ann Detrick, Ph.D., Director
Alcohol, Drug & Mental Health Services

DATED 3/10/10

SANTA BARBARA COUNTY SHERIFF'S
DEPARTMENT



Bill Brown, Sheriff
Sheriff's Department

DATED 2/26/10

EXHIBIT A
SHERIFF'S TREATMENT PROGRAM

1. **PROGRAM SUMMARY.** The Sheriff's Treatment Program (hereafter, "the Program") provides alcohol and other drug (AOD) treatment to adults incarcerated at the Santa Barbara County Jail assessed as needing substance abuse treatment, to assist inmates to obtain and maintain sobriety. Treatment services will include best practice individual and group counseling. The Program will be located at 4436 Calle Real, Santa Barbara, California.
2. **PROGRAM GOALS.**
 - A. Introduce participants to an ongoing process of recovery designed to achieve total abstinence from alcohol and other psychoactive drugs (AOD) of abuse;
 - B. Promote self-sufficiency and empower individuals with substance abuse disorders to become productive and responsible members of the community;
 - C. Reduce recidivism and increase community safety;
3. **SERVICES.**
 - A. **Outpatient Drug Free (ODF)-Model services** are treatment/recovery or rehabilitation services provided where the client does not reside in a treatment facility, but is in Jail custody. Clients receive drug abuse or alcoholism treatment services with or without medication, including counseling and/or supportive services. ODF is also known as nonresidential services [Federal Definition].
 - i. **Group Counseling** [Service Code 33] Group counseling means face-to-face contacts in which one or more counselors treat four or more clients, up to a total of thirty clients, at the same time, focusing on the needs of the individuals served, in a 90 minute session.
 - ii. **Individual Counseling** [Service Code 34] Individual counseling is face-to-face contact between a client and a therapist or counselor in a 50 minute session. Individual counseling is limited to intake, evaluation, assessment and diagnosis, treatment and discharge planning, collateral services, and crisis intervention.
 - B. Sheriff shall refer clients to ancillary services and provide referral to vocational, literacy, education, and family counseling where applicable and appropriate, upon release from custody.
4. **CLIENTS.** Sheriff shall provide services as described in Section 3 to 75 inmates. Sheriff shall provide an estimated 857 individual and 588 group sessions.
5. **ADMISSION PROCESS.**
 - A. Upon receipt of written request from inmate, Sheriff shall interview and/or screen client to determine client's appropriateness for the Program.

B. Inmate shall complete an application to participate in Program.

C. **Admission Packet.** At Sheriff's intake meeting with client, Sheriff shall complete an admission packet with the following information:

- i. Consent to Treatment form, Program rules and guidelines, signed by client;
- ii. Release of information form, signed by client;
- iii. Personal/ demographic information of client, as described in State of California Standards for Drug Treatment Programs, including:
 1. Social, economic and family background;
 2. Education;
 3. Vocational achievements;
 4. Criminal history, legal status;
 5. Medical history;
 6. Drug history;
 7. Previous treatment.
- iv. Emergency contact information for client;

6. **DOCUMENTATION REQUIREMENTS.**

- A. Program staff shall enter all CalOMS treatment data and all other client data required by ADMHS into the ADMHS' MIS system no later than seven (7) days after client entry into Program. Sheriff shall complete an annual update of the CalOMS treatment data on the anniversary of client's admission to the Program (for clients in the same treatment service for one year or more), and when the client is discharged from the treatment service. The client must be discharged from treatment if there has been no client contact within 30 days. The date of discharge shall be the last face to face contact.
- B. No later than thirty (30) days after client entry into Program, Sheriff shall complete a Treatment Plan. The Treatment Plan must include a statement of the problems to be addressed, the goals to be achieved for each problem, the action steps to be taken, and the target dates that these goals are to be achieved. The Plan shall describe the services to be provided (type and frequency of counseling), the diagnosis (DSM IV) and the assignment of a primary counselor. The Plan shall be consistent with the results of the client's initial assessment. The Treatment Plan is considered complete and effective on the date of the counselor's signature. Sheriff shall periodically review and update the Treatment Plan every ninety (90) days.

7. **DISCHARGES.**

- A. Sheriff shall develop a Discharge Plan for clients prior to discharge, in coordination with the referring party and client, as detailed in the California Standards for Drug Treatment Programs. The Discharge Plan shall include:
 - i. Recommendations for post-discharge;
 - ii. Linkages to other services, if appropriate;
 - iii. Reason for discharge;
 - iv. Clinical discharge summary.
- B. Sheriff shall give client one copy of the Discharge Plan, and place one copy in the client's file.
- C. Sheriff shall coordinate and collaborate with ADMHS-contracted treatment providers to develop recommendations, guidelines, and procedures for treatment services for exiting clients, to ensure a smooth transition to continued substance abuse services.
- D. Sheriff shall provide referrals to alcohol and drug services upon inmate release, if indicated in Discharge Plan.
- E. Sheriff shall document discharge information in CalOMS via the ADMHS MIS system no later than thirty (30) days following discharge.
- F. Any client that does not receive any service within a 30 day period shall be discharged, as of the date of last services, per CalOMS guidelines.

8. **STAFF.**

- A. **TRAINING.** Sheriff shall provide training to each Program staff member, within thirty (30) days of the date of hire regarding applicable programs, including the ADMHS MIS system, Drug Medi-Cal, SACPA, and Drug Court.
- B. Staff hired to work directly with clients shall have competence and experience in working with clients with substance use disorders and co-occurring disorders or who, at minimum, shall be supervised by staff who have said competence and experience.

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

- A. Sheriff shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Sheriff's facility(ies) and services under this Agreement. Sheriff shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance

hereunder. A copy of such documentation shall be provided to the ADMHS Contracts Division.

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

10. REPORTS.

- A. **TREATMENT PROGRAMS:** In accepting funds for treatment services, Sheriff agrees to submit the following by the 10th of the month following the date of service:

- i) Monthly Treatment Services Report on forms supplied by ADMHS.
- ii) Electronic Drug & Alcohol Treatment Access Report (DATAR) for each treatment site, per 45 CFR Section 96.126.

- B. **SERVICE LEVEL REPORTS.** Sheriff shall use the ADMHS MIS system to track required data elements. These data elements include: units of service and/or face to face contacts (for all Drug Medi-Cal, Outpatient Drug Free, and Day Care Rehabilitative services), the number of clients admitted to the Program, unique clients served, and the total number of clients discharged and number of clients discharged to a lower/higher level of care. This requirement does not apply to Alcohol and Drug Free Housing, Prevention programs, and Individual providers. Sheriff shall provide summary reports from other Sheriff data sources, as requested.

- C. **PROGRAM EVALUATION, PERFORMANCE AND OUTCOME MEASURES.** Sheriff shall work with ADMHS to ensure satisfactory data collection and compliance.

- D. **ADDITIONAL REPORTS.** Sheriff shall maintain records and make statistical reports as required by ADMHS and the California State Department of Alcohol and Drug Programs on forms provided by either agency. Upon ADMHS' request, Sheriff shall make additional reports as required by ADMHS concerning Sheriff's activities as they affect the services hereunder. ADMHS will be specific as to the nature of information requested and allow thirty (30) days for Sheriff to respond.

11. **PERFORMANCE.** Sheriff shall adhere to the County ADMHS Model of Care^[1], ADMHS Code of Conduct, ADMHS requirements, all relevant provisions of the California Code of Regulations Title 9, Division 4 and all relevant provisions of applicable law that are now in force or which may hereafter be in force. Sheriff shall abide by State ADP Program Certification standards and regulations, and by the alcohol and drug treatment standards, policies, and procedures set forth by ADMHS in the Provider Manual where applicable.

^[1] ADMHS Model of Care

12. BILLING DOCUMENTATION.

- A. Sheriff shall document progress notes in the client's file. All progress notes shall adhere to DMC guidelines.
- B. ADMHS shall host annual training sessions regarding documentation requirements under Drug Medi-Cal and other related State, Federal and local regulations. Sheriff shall ensure that each staff member providing clinical services attends annually, as appropriate.

13. STANDARDS

- A. Sheriff shall make its service protocols and outcome measures data available to ADMHS.
- B. Sheriff shall develop and maintain a written disaster plan for the Program site and shall provide annual disaster training to staff.

14. CONFIDENTIALITY. Sheriff agrees to maintain the confidentiality of patient records pursuant to State statutes, Title 42 Code of Federal Regulations (CFR), Part 2, Title 42 United State Code (USC) Section 290 dd-2, 42 USC 1320 (a) and (d) – (d)(8), Welfare & Institutions Code (W&IC) Section 14100.2, 45 CFR Section 96.132(e), 45 CFR Sections 160, 162, and 164, Section 11812, 11845.5, and 123110-123149.5 of the Health and Safety Code (HSC), Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85 of the Civil Code, Title 22 California Code of Regulations (CCR) Section 51009, and all applicable Federal, State and County requirements. Patient records must comply with all appropriate State and Federal requirements. Sheriff shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

15. CULTURAL COMPETENCE.

- A. Sheriff shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from ADMHS, including:
 - 1. The number of Bilingual and Bicultural staff (as part of the monthly staffing report), and the number of culturally diverse clients receiving Program services;
 - 2. Efforts aimed at providing culturally competent services such as training provided to staff, changes or adaptations to service protocol, community education/outreach, etc.;
- B. Sheriff shall maintain Bilingual capacity and provide staff with regular training on cultural competency, sensitivity and the cultures within the community.

16. NOTIFICATION REQUIREMENTS

- A. Sheriff shall notify ADMHS immediately in the event of any suspected or actual misappropriation of funds under Sheriff's control; known serious complaints against licensed/certified staff; restrictions in practice or license/certification as stipulated by a State agency; staff privileges restricted at a hospital; legal suits initiated specific to the Sheriff's

practice; initiation of criminal investigation of the Sheriff; or other action instituted which affects Sheriff's license/certification or practice (for example, sexual harassment accusations). "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the event. Sheriff shall train all personnel in the use of the ADMHS Compliance Hotline.

- B. Sheriff shall immediately notify the Designated ADP staff in the event a client with a case file (episode) open to the ADMHS presents any of the following client indices: suicidal risk factors, homicidal risk factors, assaultive risk factors, side effects requiring medical attention or observation, behavioral symptoms presenting possible health problems, or any behavioral symptom that may compromise the appropriateness of the placement.

17. ADDITIONAL PROGRAM REQUIREMENTS

- A. Sheriff shall provide services in coordination and collaboration with ADMHS, including Mental Health Services, Probation, other ADMHS departments, and other community based organizations, as applicable.
- B. Sheriff shall provide a safe, clean and sober environment for recovery.
- C. Sheriff shall require clients to attend Twelve Step or other self-help support groups and activities.
- D. Sheriff shall provide *Seeking Safety* or other trauma-informed services where indicated.
- E. Sheriff shall stay informed on, and implement, Matrix or other current best practice curriculum in providing treatment services.
- F. Sheriff shall utilize motivational interviewing techniques, as defined by Treatment Improvement Protocol (TIP) 35: Enhancing Motivation for Change in Substance Use Disorder Treatment (SAMHSA) in providing counseling services.
- G. Sheriff shall attend ADP Provider meetings regularly to receive information and support in addressing treatment concerns.

18. PROGRAM MONITORING

ADMHS contract monitoring staff, and/or manager, or designee may review and investigate books, records, manuals, procedures, or other documents regarding performance of this MOU. Sheriff agrees to maintain and furnish to ADMHS, upon request, an internal review process that may include but is not limited to the following: Client Files, Progress Notes; Drug Testing data; Client Survey and Logs; Release of Information; and evaluative information. ADMHS will conduct monitoring and evaluation of the program, on a regular ongoing basis, and Sheriff agrees to participate fully in that process. Such record reviews conducted during the term of this MOU will be held with or without advance notice during normal business hours.

19. ALLOWABLE COSTS AND ACTIVITIES

- A. ADMHS shall pay Sheriff for the services provided hereunder, based upon actual reasonable, necessary, and allowable costs incurred during the term of this MOU, or up to the time of termination or cancellation of this MOU.
- B. Payment for services shall be made upon satisfactory performance, based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in the Contractor Budget Packet. Invoices submitted to ADMHS for payment must contain sufficient detail and supporting documentation to enable an audit of the charges.

20. ANNUAL COST REPORT

- A. At the end of the fiscal year, (period of July 1 through June 30), or any portion thereof, Sheriff agrees to prepare a cost report detailing all the allowable costs that have actually been incurred. Service costs shall be adequately identified and described in the cost report. Such cost report shall be prepared in accordance with the cost reporting requirement of the State Alcohol and Drug Program and in accordance with any other forms and written guidelines, which may be provided by ADMHS. At a minimum, such cost report shall reflect the actual expenditures relative to the original line item amounts in the Contractor Budget Packet.
- B. The cost report shall be submitted to ADMHS within sixty (60) days following the end of the fiscal year, ending June 30. If this MOU is terminated or canceled prior to the close of the fiscal year, the annual cost report shall be for that contract period which ends on the termination or cancellation date and copies of such report shall be submitted to ADMHS within sixty (60) days after such termination or cancellation. Payment of all or part of the final invoice shall be held pending ADMHS review and approval of the annual cost report.

21. ANNUAL COST REPORT SETTLEMENT

- A. ADMHS shall provide Sheriff with a copy of the final year-end cost report along with a formal letter of the findings.
- B. If the cost report shows that the allowable costs that have actually been incurred under this MOU exceed the payments made by ADMHS, subject nevertheless to the payment limit of this MOU, ADMHS may remit any such excess amount provided that the payments made, together with any such excess amount, do not exceed the total contract payment limit.
- C. If it is determined, by ADMHS or the state, that the annual cost report, audit of the cost report, or other financial records show that under this MOU the payments made by ADMHS exceeded the allowable costs that have actually been incurred, that costs were disallowed; that costs are not supported by the service delivery and; that profit was realized on unperformed portions of service, then Sheriff shall be required to reimburse ADMHS for such excess amount.

22. FINAL COST REPORT ADJUSTMENTS TO CONTRACT

- A. In the event the cost report did not support the actual costs for services delivered, ADMHS shall meet with Sheriff to discuss and/or negotiate an adjustment in the agreed upon units of service. If the actual costs failed to support the service delivery resulting in an overpayment by ADMHS, Sheriff agrees to refund the overpayment. Additionally, based on the cost report the cost per unit (hours) of service shall be reduced on this MOU to reflect the lower cost.
- B. ADMHS will review and evaluate the program services contracted under this MOU and compare the cost of service (including rates, units of service, and provisional amounts) with the prior year-end cost reports. Based on the findings and mutual agreement ADMHS shall adjust this MOU to reflect the actual service costs, including but not limited to the service units, rate, and provisional amount as reported on the prior year-end cost report.

EXHIBIT C
ADDITIONAL TERMS AND CONDITIONS
FOR
PSYCHIATRIC HEALTH FACILITY SERVICES

1. Inmates transferred to PHF will be considered as being in Sheriff custody while under the treatment control of ADMHS and will not be allowed on any outings from PHF except for court or medical appointments (see paragraph 5 below).
2. Irrespective of where the inmate is housed, the overall custodial authority for the inmates is under the jurisdiction of Sheriff.
3. When an inmate has been transferred to PHF associated with Welfare and Institutions Code, Section 5150 or 4011.6 PC, or Penal Code Sections 1367.1, 1368.1(b) or 1370.01 Sheriff recognizes that these involuntary hospital holds may exceed the date of the inmate's Jail release date. When such is the case, Sheriff will not be fiscally, physically, or otherwise responsible for a person retained at PHF beyond the custody release date.
4. An inmate at PHF, while in Sheriff custody, is not allowed to leave the PHF premises without the prior knowledge and consent of Sheriff except in cases of medical emergency. Sheriff staff will provide transportation for inmates in Jail custody to medical appointments or court appearances, at no additional cost.
5. While in Sheriff custody, a patient at PHF will remain in Jail issued clothing (orange jumpsuit). At least one clothing change will be provided by Sheriff to PHF staff. PHF will launder Jail clothing for inmates admitted to PHF. Clothing will be returned when the inmate returns to the Jail or is released from Sheriff custody.
6. Absent special circumstances, inmates covered by the provisions of Penal Code Section 4011.6 will be evaluated by the CARES Mobile Crisis or other ADMHS staff as designated by the ADMHS Mental Health Director.
7. When an inmate is to be released from Sheriff custody, Sheriff will promptly notify PHF by faxing to the PHF Medical Records Clerk a copy of the "Notification of Release of Inmate from Sheriff's Custody" form [CO01084 (8/97) (IR)]. The original form will be forwarded to Sheriff's Jail Accounting Office for reconciliation of monthly billings.
8. PHF will immediately notify Sheriff when patients in Sheriff custody walk-away or "AWOL" from the PHF Unit. Sheriff will also be notified of inmates needing to be transferred back to the Main Jail, and of any other incidents involving a patient in Sheriff custody which requires an incident report. PHF staff will cooperate with Jail staff in any walk-away or "AWOL" investigations, and/or other Jail investigations required to evaluate inmate incidents.
9. When PHF staff determine that an individual at the PHF who is in Sheriff Custody, for the safety of self or others, needs the presence of a uniformed guard, such a request will be made by the PHF Program Manager or Senior Nursing staff to the On-Duty Shift Commander.

AMENDMENT #1

MEMORANDUM OF UNDERSTANDING

BETWEEN

**SANTA BARBARA COUNTY ALCOHOL, DRUG & MENTAL HEALTH SERVICES
DEPARTMENT**

AND

SANTA BARBARA COUNTY SHERIFF'S DEPARTMENT

This is an amendment to the Memorandum of Understanding (MOU) by and between the County of Santa Barbara Alcohol, Drug, & Mental Health Services Department (hereinafter referred to as "ADMHS") and the Santa Barbara County Sheriff's Department (hereinafter referred to as "Sheriff").

Whereas, this First Amendment incorporates the terms and conditions set forth in the MOU approved by the Department Directors in March 2010, except as modified by this First Amendment.

Now therefore, the parties agree to the following:

Delete Section 5 of Exhibit C, ADDITIONAL TERMS AND CONDITIONS FOR PSYCHIATRIC HEALTH FACILITY SERVICES, and replace with the following:

5. While in Sheriff custody, a patient at PHF will remain in Jail issued clothing, consisting of jeans, T-shirt and long sleeve shirt. Clothing shall have no markings that identify patients as Jail inmates. At least one additional clothing change will be provided by Sheriff to PHF staff. PHF will launder Jail clothing for inmates admitted to PHF. Clothing will be returned when the inmate returns to the Jail or is released from Sheriff custody.

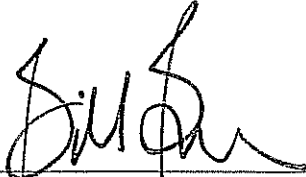
In Witness Whereof, the parties have executed this Amendment to be effective upon execution by both parties.

SANTA BARBARA COUNTY ALCOHOL,
DRUG, & MENTAL HEALTH SERVICES

SANTA BARBARA COUNTY SHERIFF'S
DEPARTMENT



Ann Detrick, Ph.D., Director
Alcohol, Drug & Mental Health Services
DATED 10/17/11



Bill Brown, Sheriff
Sheriff's Department
DATED 10/17/11