STATEMENT OF WORK (SOW)
CRISIS STABILIZATION CENTERS

TABLE OF CONTENTS

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Crisis Stabilization Centers (CSC) are Medi-Cal certified and Lanterman-Petris-Short (LPS) designated freestanding crisis stabilization units (CSU) that provide rapid access to mental health and substance use evaluation and assessment, crisis intervention and medication support, 24 hours per day, 7 days per week (24/7). They also provide case management services for individuals experiencing a crisis. CSC services, including integrated services for co-occurring substance use disorders, are focused on stabilization and linkage to recovery-oriented, community-based resources. CSCs have been also been referred to as Psychiatric, Mental Health, or Behavioral Health Urgent Care Centers (UCC) in Los Angeles. For the purpose of this SOW, these terms may be used interchangeably.

CSCs will accept each referral, offer walk-in and first responder drop-off options, and provide both a basic medical and targeted biopsychosocial assessment for individuals who walk in or are dropped off for services. The CSC shall be capable of servicing all individuals in the context of a crisis including:

1.1 Youth, adolescents, adults and older adults,
1.2 Individuals with co-occurring conditions, including:
- 1.2.1 mental health conditions;
- 1.2.2 substance use disorders;
- 1.2.3 medical needs;
- 1.2.4 intellectual/developmental disabilities;
- 1.2.5 physical disabilities;
- 1.2.6 non-acute traumatic brain injuries; and/or
- 1.2.7 dementia and related neurological disorders.

1.3 Individuals demonstrating aggressive behavior;
1.4 Individuals who are uninsured or unable to pay for services; and
1.5 Individuals who may lack residency or legal immigration status.

UCCs serve to divert individuals from County and private hospital emergency departments and avoidable engagement with law enforcement and incarceration. This is accomplished through the development of an individualized plan for each individual served, focused on recovery and wellness principles that will promote successful re-integration into the community.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 Contractor shall provide County with the facility address where services are to be provided.

2.2 Contractor must obtain the prior written consent of the Director of DMH, or his designee, 30 days before terminating services at any identified site and/or before commencing such services at another location.

2.3 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Contract requirements are being met;

3.2 A record of all inspections conducted by the Contractor including a clear description of the problem, the time a problem was first identified, any corrective action taken, and the time elapsed between identification and completed corrective action. This record shall be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined below:

4.1 Quarterly Meetings

Contractor shall attend quarterly meetings scheduled by LAC DMH.

4.2 Contract Discrepancy Report (SOW Exhibit 1 of Appendix C)

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within 10 working days, acknowledging the reported discrepancies or presenting contrary evidence. To the extent that Contractor acknowledges the reported discrepancies, a plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be included in the response.

Contractor will further be required to correct the deficiency within 30 calendar days following the notice of deficiency, unless the County Contract Project Monitor determines that the deficiency cannot be completely corrected within 30 calendar days. If the date for correcting the deficiency is more than 30 calendar days following the notice of deficiency, Contractor will work with the County Contract Project Monitor to develop a plan that identifies corrective action beginning and completion

dates. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

4.4 Program Goals

The goals of services provided by CSCs are to improve the following metrics related to outcomes for individuals and the County's systems of care:

4.4.1 Provide quality crisis intervention and stabilization services and support to any individual presenting for care;

4.4.2 Reduce the utilization of hospital emergency rooms, unnecessary psychiatric inpatient unit hospitalization and reduce incarceration;

4.4.2 Reduce law enforcement involvement in mental health crisis calls, contacts, custodies and/or transports for assessment;

4.4.3 Improve participation rates in outpatient mental health services, case management programs, crisis and other supportive residential programs and intensive services programs;

4.4.4 Ensure clients' and/or their family members' satisfaction with the crisis stabilization services received; and

4.4.5 Increase the percentage of individuals who, within 15 and 30 days have not returned for crisis services at a County or private hospital emergency department.

This list is not exhaustive and may be subject to change.

5.0 DEFINITIONS

The headings herein are for convenience and reference only and are not intended to define the scope of any provision thereof. The words used herein shall be construed to have the meanings described in this section, unless otherwise apparent from the context in which they are used.

5.1 "Chair" means comfortable furniture authorized by DMH for use in the CSC for clients admitted for treatment. The chair is able to recline to allow clients to rest comfortably during their stay in the CSC

5.2 "Crisis Stabilization" means a service as described in California Code of Regulations (CCR) Title 9 Section 1810.210, lasting less than 24 hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy. Crisis stabilization is distinguished from crisis intervention by being delivered by providers who do meet the crisis stabilization contact, site, and staffing requirements described in Sections 1840.338 and 1840.348.

5.3 "Crisis Stabilization Center (CSC)" means a freestanding outpatient crisis stabilization unit that provides up to 24 hours of intensive crisis services composed of immediate care and linkage to community-based services and supports for individuals who would otherwise be brought to emergency rooms. CSCs must be Medi-Cal certified to provide crisis stabilization services, including integrated services for co-occurring substance abuse disorders and must be Lanterman - Petris – Short designated to evaluate and treat individuals detained pursuant to Welfare and Institutions Code, Sections 5150 and 5585.

5.4 "Fiscal Year (FY)" means a 12-month budget and financial reporting period beginning on July 1 and ending on June 30 of the following calendar year.

5.5 "Immediately" means within four hours of the incident time.

5.6 "Legal Entity" means a corporation, partnership, or agency providing specialty mental health services under contract with DMH, exclusive of individual or group providers, Fee-for-Service/Medi-Cal hospitals or psychiatric nursing facilities (ref. CCR Title 9 Section 1840.100(c)).

5.7 "Maximum capacity" means the maximum number of clients each CSC can treat at any one time. This maximum client capacity is specified on the Medi-Cal certification issued to the CSC.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Contract Administration

The County will administer the Contract. Specific duties may include:

6.1.1 Monitoring the Contractor's performance in the daily operation of the Contract.

6.1.2 Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.

6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.1, Amendments.

6.1.4 Facilitating client enrollment with a mental health services provider.

6.1.5 Referring/assigning clients to Contractor.

6.1.6 Reviewing and verifying monthly billing claims submitted by the Contractor.

6.1.7 Ensuring that clients who are financially able to pay for services do not have such services billed to the County.

6.1.8 Consulting with Contractor to determine whether the general program of services at the facility is sufficient for a particular client's needs.

6.2 Intentionally Omitted

CONTRACTOR

6.3 Staffing Requirements

Contractor shall adhere to the staffing requirements as specified in CCR Title 9, Section 1840.348:

6.3.1 A physician shall be on call at all times for the provision of those crisis stabilization services that may only be provided by a physician.

6.3.2 There shall be a minimum of one registered nurse, psychiatric technician, or licensed vocational nurse on site at all times patients/clients are present.

6.3.3 At a minimum, there shall be a ratio of at least one licensed mental health or waivered/registered professional on site per four clients or other patients receiving crisis stabilization at any given time.

6.3.4 Other persons may be utilized by the program, according to need. Staffing shall include certified peer support / advocates.

6.3.5 Persons included in required crisis stabilization ratios and minimums may not be counted toward meeting rations and minimums for other services.

6.3.6 If Crisis Stabilization services are co-located with other specialty mental health services (such as adult residential treatment services, psychiatric health facility services, or psychiatric inpatient hospital services), persons providing Crisis Stabilization must be separate and distinct from persons providing other services. The co-located programs may not share staff on the same day and the persons included in required Crisis Stabilization

ratios and minimums may not be counted toward meeting ratios and minimums for other programs.

6.4 Additional Staffing Requirements

6.4.1 Contractor shall designate a Program Manager and alternate, that are responsible for the overall administration and day-to-day management of the CSC. The Program Manager will be responsible for communicating with the County on any Contract-related activities concerns.

6.4.1.1 Contractor's Program Manager and alternate shall have full authority to act on behalf of the Contractor on all matters relating to the daily operation of the CSC, and must be available Monday through Friday, from 8:00 a.m. through 5:00 p.m., to respond to County inquiries and address CSC-related issues.

6.4.2 Contractor shall maintain a clinical staffing ratio of at least one staff to two clients between the hours of 8:00 am – 6:00 p.m. daily.

6.4.3 Contractor must ensure that medications are available on an as needed basis, and the staffing pattern must reflect this availability in accordance with CCR Title 9, Section 1840.338. Preferably, Contractor is to assign an on-site, licensed prescriber to meet this requirement with telephonic or telehealth supervision, as necessary. Contractor may utilize tele-psychiatry services when the on-site licensed prescriber is not available.

6.4.4 Contractor must ensure that all staff assigned to perform CSC services under this Contract are able to read, write, speak, and understand English in order to conduct business with the County. Additionally, Contractor must ensure there are a sufficient number of ethnically and linguistically diverse staff to meet the cultural and language needs of the community served. Staff may include paraprofessionals and persons with lived experience.

6.4.5 Contractor shall obtain, file, and make available for review upon request of County, copies of current driver's licenses, Department of Motor Vehicles (DMV) printouts, and proof of auto insurance for all staff providing transportation services to clients under this Contract at least annually. County reserves the right to conduct a DMV check on Contractor's drivers.

6.4.6 Contractor must ensure that all staff assigned to perform work under this Contract have the requisite experience and applicable current and valid California professional licenses needed to provide the services required under this Contract. Contractor is required to obtain, file, and make available for review upon request of County, written verification for staff with foreign degrees that such degrees are recognized and meet the

established standards and requirements of an accredited institution authorized by the U.S. Secretary of Education.

6.4.7 Contractor shall provide County with a roster of all staff which includes: (1) name and payroll title/position; (2) work schedules; and (3) facsimile and telephone numbers upon commencing work on this Contract and at the beginning of each fiscal year thereafter for the term of the Contract and any optional terms. Contractor is also required to notify County of all staffing changes within 30 days of such change.

6.4.8 Contractor shall advise the County of any change(s) in Contractor's key personnel, which includes management staff and the project manager, in writing, and at least 24 hours prior to the proposed change(s) taking effect. Interim or new personnel should also be included in this notice. Contractor must ensure that no interruption of services occurs as a result of personnel changes. Contractor shall also notify the County of any changes in staffing or capacity that impact the ability to provide service and/or result in redirection of clients for any reason.

6.5 Policies, Procedures, and Guidance

Contractor shall, at minimum, establish acceptable policies and procedures, which are consistent with the Welfare and Institutions Code, the California Code of Regulations, and national guidelines for behavioral health crisis care as published by the Substance Abuse and Mental Health Services Administration (SAMHSA) in 2020 related to the following topics:

6.5.1 Admission Policy (no refusal policy; 24/7 admissions, including those clients brought in by Emergency Medical Services and law enforcement and/or crisis mobile outreach teams that have been screened. See Appendix A). Policy must prohibit medical clearance requirement prior to admission;

6.5.2 Responding to suicide risks, threats, acts of violence, and refusals to participate in treatment;

6.5.3 "No discrimination" policy against individuals with a mental illness who have co-occurring disorders and can be safely treated at a CSC;

6.5.4 Physician accessibility during and after normal business hours to ensure adequate coverage for client care;

6.5.5 On site delivery of all required medical screenings (including physical exam) and ancillary services (i.e. laboratory tests and x-rays, food for special dietary requirements and linens, etc.);

6.5.6 Shall not refuse to provide care to any person who requires CSC services unless CSC is at 130% of its maximum capacity and has been placed on

formal diversion status by a DMH Program Manager. CSC Diversion includes requirements for coordinating services with other CSCs in the network and finding appropriate resources to address the client's needs;

6.5.7 Partnering with local law enforcement agencies to accept all referrals of individuals experiencing a crisis;

6.5.8 Working with emergency service medical providers. This includes developing and following policies as well as establishing Memoranda of Agreements for collaboration to refer to local General Acute Care Hospitals, as clinically appropriate;

6.5.9 Policy and procedures related to the DMH guidelines for Lanterman - Petris - Short Act for a of 24 hours or shorter; and

6.5.10 Policies and procedures related to implementing a **treatment and discharge plan** in collaboration with each client, as appropriate. This may include providing linkage and referrals to outpatient treatment, residential treatment, substance abuse treatment, acute inpatient treatment, and/or physical healthcare, as necessary.

6.6 Identification Badges

6.6.1 Contractor shall ensure their employees and subcontractors are identified appropriately.

6.7 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by employees.

6.8 Training

6.8.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees, including the attendance of mandatory trainings by appropriate staff.

6.8.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.9 Facility, Licenses, and Certifications

6.9.1 Contractor's facility has a safe, clean, and comfortable environment that meets the clinical and physical needs of patients;

6.9.2 Contractor must maintain the approved number of adult psychiatric outpatient beds (Chairs) in the CSC facility and provide written notice to the DMH Program Manager when a change to the number of approved Chairs in the CSCis anticipated;

6.9.3 Contractor must obtain Medi-Cal certification as a Crisis Stabilization Unit by the California Department of Health Care Services (DHCS) pursuant to California Code of Regulations, Title 9, Sections 1840.338 and 1840.348 within a reasonable period of time following the execution of a DMH Legal Entity Contract. If Contractor fails to obtain certification and an extension has not been granted by DMH, Contract may be subject to termination.

6.9.4 Contractor must be LPS designated by DMH to evaluate and treat individuals that are involuntarily detained pursuant to Welfare and Institutions Code (WIC) Sections 5150 and 5585.

NOTE: A person brought to a designated 5150/5585.50 CSC **MAY NOT** remain in that facility beyond 23 hours and 59 minutes and must be released if assessed and determined not to meet 5150/5585.50 criteria, or must be transferred to an LPS designated inpatient hospital within that time.

If a client has already been detained pursuant to WIC Section 5150/5585.50 and is transferred to a CSC the client's detention in the CSC **MUST** occur within the 72-hour period authorized by the initial WIC 5150/5585.50 detention and the client may not remain in the CSC for more than 23 hours and 59 minutes. A CSC client **MAY NOT** be certified pursuant to WIC Sections 5250 (14-day hold), 5270.15 (additional 30-day hold), 5270.19 (additional intensive treatment for suicidal persons), or 5300 (additional 180 days hold for imminently dangerous individuals) while in a CSC

6.9.5 Contractor may be required to obtain additional certification(s) that are deemed appropriate and necessary for addressing the needs of the population to be served. DMH shall notify the Contractor of any additional requirements and provide assistance to obtain the appropriate certification(s).

6.10 Administrative Office

Contractor shall maintain an administrative office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries that may be received about the Contractor's performance of the Contract. An answering service shall also be provided to receive

calls and take messages. **The Contractor shall return calls received by the answering service within 24-hours of receipt of the call.**

7.0 HOURS/DAY OF WORK

Contractor shall operate their facility and accept admissions 24 hours per day, 7 days per week without regard weekends or holidays.

8.0 WORK SCHEDULES

8.1 Contractor shall submit for review and approval a work schedule for each facility to the County Project Director within 30 days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going tasks and task frequencies. The schedules shall list the time frames by day of the week and time of day (i.e. morning, afternoon, evening) the tasks will be performed.

8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within 14 working days prior to scheduled time for work.

9.0 INTENTIONALLY OMITTED

10.0 SPECIFIC WORK REQUIREMENTS

10.1 Target Population

Contractor shall deliver CSC services to the following populations, among others:

10.1.1 Youth (ages 3-12), Adolescents (ages 13-17) and adults (18 years of age or older, including older adults (60+)) in mental health crisis;

10.1.2 Individuals with a primary diagnosis of mental illness, including those who have co-occurring substance use, developmental, medical, and/or cognitive disorders;

10.1.3 Frequent users of psychiatric emergency and inpatient services;

10.1.4 Mentally ill individuals referred by Emergency Medical Services and law enforcement personnel, mobile crisis outreach teams, or DMH Law Enforcement Teams, including those referred because of contact with the criminal justice system for low-level offenses resulting from, or associated with, their mental illness or other mental health crises;

10.1.5 Individuals with an urgent need for mental health services who are unable to access services in a timely manner, thereby risking decompensation and the need for a higher level of care;

10.1.6 Individuals who need psychiatric medication management;

10.1.7 Individuals at high risk for suicide; and

10.1.8 Individuals referred and/or diverted from County and private hospital emergency departments.

10.2 CSC Services

In addition to the provisions contained in Section 3 of the Contract, Contractor shall provide the following CSC services directly or through agencies with which the Contractor has an established relationship, when appropriate:

10.2.1 Accept each referral and provide basic medical and targeted biopsychosocial assessments for individuals who walk in or are dropped off for services. Prohibit any medical clearance requirements prior to screening and/or assessment.

10.2.2 Assessment and Mental Health Services: Assessment refers to an analysis of the history and current status of a mental, emotional or behavioral disorder. Mental Health Services refers to individual and group therapies and interventions designed to provide reduction of mental disability and improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency. Contractor designs, supports, and implements services that are client and family-driven, when appropriate, and strength-focused.

10.2.2 Crisis Intervention: These are services rendered to or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit and include activities such as assessment, collateral services, therapy, peer support, psychosocial support, and case management and linkage.

10.2.3 Co-Occurring Services: These are services for individuals with a primary diagnosis of mental illness who have co-occurring disorders such as substance use, physical health difficulties, cognitive disorders and developmental disabilities. This includes individual and group interventions.

10.2.4 Medication Evaluation and Support: These are services provided by physicians, physician assistants, and nurses to evaluate an individual's need for psychiatric medication and administer medications, monitoring

a client's status as appropriate. Medication Evaluation and Support Services are provided by staff persons who can, within the scope of practice of their professions, prescribe, administer, dispense and monitor the psychiatric medications necessary to alleviate the symptoms of mental illness. This may include the initiation of Medication Assisted Treatment for the treatment of substance use disorders and referral for ongoing substance use therapy.

10.2.5 Case Management and Linkage: These services are consistent with the Medicaid/Medicare definition for Targeted Case Management: services that assist a client to access needed medical, education, social, pre-vocational, vocation, rehabilitative, or other community services. Multidisciplinary staff provides linkage and transition to necessary community supports, based on assessments conducted at the time of admission to the program.

10.2.6 Physical Health Care: Basic physical health assessment, including assessment of symptoms related to co-occurring mental health and substance use disorders, including arrangements to ensure rapid access to emergency medical care for individuals in a health crisis and referrals to ensure follow-up treatment.

10.2.7 Community Partnerships: These are formal or informal arrangements with an array of community-based organizations and collaboratives that meet regularly to promote the well-being of clients and their families.

10.2.8 Referrals and Coordination of Care: These are linkages to services necessary to meet the needs of clients and their families. This includes linkage with intensive mental health services programs, community mental health centers in the client's community of choice and/or client's existing service providers; Wellness Centers and client-run support programs; and/or other public agencies, private agencies, or other community resources to ensure coordination of services that support wellness and recovery.

10.2.9 Benefits Establishment and Services to the Uninsured: These are services designed to assess an individual's financial status, identify all benefits to which they may be entitled (e.g., Medicaid, Medicare) and perform all actions with or on behalf of clients who do not have entitlements, insurance, or income at the time of admission to initiate benefits establishment processes while clients receive services.

10.2.10 Follow-up services.

10.3 In providing the services described in subsection 10.2 and its subsections above, Contractor shall also:

10.3.1 Adhere to DMH clinical, risk management, and financial policies and procedures;

10.3.2 Facilitate client access to emergency, transitional, temporary, and permanent housing. Services may include helping homeless individuals link with emergency shelter bed program(s), and/or assisting individuals who require crisis residential or longer-term transitional residential program(s) to access such services;

10.3.3 Provide or arrange for transportation to crisis residential facilities or emergency, transitional or permanent housing when appropriate to ensure that successful linkage takes place;

10.3.4 Keep an accurate record of progress notes as described in DMH policy 401.03, as well as the dates, agendas, sign-in sheets, and minutes of all UCC and subcontractor staff meetings;

10.3.5 Collect and enter data via the data collection instrument developed by County and/or the State on all clients referred to the agency. Contractor shall maintain data on a consistent and ongoing basis and make data available when requested by the County;

10.3.6 Provide a daily census report to the DMH Program Manager or designee. The daily census report shall identify the number of clients seen during the prior day that begins at 12:00 a.m. and ends at 11:59 p.m. for each day. The census report must include the total number of clients seen during that time period, the length of stay, client identifiers, and disposition;

10.3.7 Collaborate with other County departments or entities (e.g., Regional Center, Department of Health Services, Department of Public Health) in order to ensure clients access the services most appropriate for their needs and to which they are entitled;

10.3.8 Access all available funding, including Medi-Cal, Medicare, and other third-party revenue, and assist clients and families to access the most cost-efficient services and supports possible, including medications;

10.3.9 Notify and request approval from the DMH Program Manager as soon as it is anticipated that the CSU's capacity has been reached and it is not feasible to admit an additional client (UCC Diversion);

10.3.10 Collaborate with DMH referral network staff to ensure that, prior to discharge, clients are linked to appropriate services that will address mental health and substance use needs and supports; and

10.3.11 Provide and administer to clients a tool(s) by which clients and their families can evaluate the services they receive at a CSC. Contractor shall ensure the tool(s) addresses the performance of the CSC program and staff and the satisfaction of the clients and, when appropriate, their families. Contractor shall make this tool and related information available to County upon request.

10.4 **Notification of Unusual Occurrences**

10.4.1 Contractor shall notify County's Project Manager, or designee, of the following as soon as possible, but no later than 24-hours after the incident:

10.4.1.1 An epidemic outbreak;

10.4.1.2 Any suicide death or suicide attempt;

10.4.1.3 If any client served in this program:

10.4.1.3.1 Sustains injury, serious illness, sexual assault/abuse, or physical problems necessitating evaluation in a hospital emergency room or resulting in hospitalization;

10.4.1.3.2 Is known to use deadly weapons, fire, or is prone to other acts of violence;

10.4.1.3.3 Leaves the facility against advice or is missing.

10.5 **Notification of Death**

10.5.1 Contractor shall immediately notify County's Project Manager, or designee, of the death of any client served in this program.

10.5.1.1 Notice shall be made by telephone and in writing upon Contractor discovery of the death.

10.5.1.2 Verbal and written notice shall contain the name of the deceased, date and time of death, summary of the circumstances surrounding the death, and the name(s) of all Contractor staff with knowledge of the event.

11.0 GREEN INITIATIVES

11.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

11.2 Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the contract commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

Contractor’s performance will be monitored by County at least once annually during the term of the Contract according to the Performance Requirements Summary (PRS) chart, Exhibit 2 of Appendix C (SOW Exhibits).

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.