

EXHIBIT C-3

STATEMENT OF WORK 1126

**ENRICHED RESIDENTIAL SERVICES
(ERS)**

STATEMENT OF WORK ENRICHED RESIDENTIAL SERVICES

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

- 1.1. Enriched Residential Services (ERS) programs (formally known as Institutions for Mental Disease (IMD) Step-down Programs) are licensed Adult Residential Facilities (ARF) that provide supportive mental health services, at selected ARFs and, in some instances, assisted living, congregate housing or other independent living situations. ERS focuses on life skills training, linkage and community engagement activities that support individuals in their effort to restore, maintain and apply interpersonal and independent living skills and to access community support systems. In an ERS program, structured day and evening services are available seven days a week.
- 1.2. Target Population: Contractor will ensure ERS are provided to individuals 18 years of age or over:
 - 1.2.1 Who are in need of an ERS Program;
 - 1.2.2 Who have been referred and authorized by the Department of Mental Health (DMH) Director or designee. Contractor shall make a final decision on all referrals from DMH within seven days;
 - 1.2.2 Who are discharged from acute psychiatric inpatient units or intensive residential facilities, or at risk of being placed in these higher levels of care; and
 - 1.2.3 Who are targeted individuals in higher levels of care who require on-site mental health and supportive services to transition to stable community placement and prepare for more independent community living.

2.0 SPECIFIC WORK REQUIREMENTS

- 2.1 Contractor shall ensure that each enrolled individual has a Single Point of Contact (SPC) for the provision of services and supports. Contractor shall provide comprehensive integrated mental health services to all clients, based on the client treatment plan (formally known as the Individual Service Plans (ISP)) developed for each client in accordance with Service Delivery Plan for the Contract as approved by Director, including any addenda thereto as approved in writing by Director, for the term of the Contract.

Services provided to each client shall be based on the client's treatment plan, which shall be designed to meet the particular client's individual needs for one or more of a broad range of mental health services. The client's treatment plan shall be individualized and updated quarterly; it shall include concrete, measurable, and achievable goals that assist the client in successfully achieving a lower level of care. ERS programs shall include, but are not limited to, one or more of the following services, which are described in the Service Delivery Plan and some of which are also described in the Short-Doyle/Medi-Cal Organizational Provider's Manual (<https://dmh.lacounty.gov/qa/qama/>):

- 2.1.1 Mental health services, including crisis intervention, individual, family, couples, group, collateral, and targeted case management services including discharge planning services;
- 2.1.2 Medication support services;
- 2.1.3 Integrated services for co-occurring mental health and substance abuse disorders;
- 2.1.4 Client/family self-help and peer support services; and
- 2.1.5 Life Support and Board and Care.

2.2 CRITERIA FOR ADMISSION:

This includes admitting all clients who meet criteria for ERS as determined by the designated staff of DMH and are medically cleared. The criteria for medical clearance can be found in Attachment I.

2.3 EMERGENCY MEDICAL CARE:

Clients provided services hereunder who require emergency medical care for physical illness or accident shall be immediately transported to an appropriate medical facility. The cost of such transportation, as well as the cost of any emergency medical care, shall not be a charge to nor reimbursable under the Contract; however,

- 2.2.1 Contractor shall assure that such transportation and emergency medical care are provided; and
- 2.2.2 Contractor shall establish and post written procedures describing appropriate action to be taken in the event of a medical emergency; and
- 2.2.3 Contractor shall also post and maintain a disaster and mass casualty plan of action in accordance with California Code of Regulation (CCR) Title 22, Section 80023. Such plan and procedures shall be submitted to DMH Contracts Development and Administration Division at least ten (10) days prior to the commencement of services under the Contract.

2.4 NOTIFICATION OF DEATH:

Contractor shall immediately notify Director upon becoming aware of the death of any client provided services hereunder or any individual residing at the Contractor's facility. Notice shall be made by Contractor immediately by telephone and in writing upon learning of such a death. The verbal and written notice shall include the following:

- Name of the deceased;
- The date of death;
- A summary of the circumstances thereof; and
- The name(s) of all Contractor's staff with knowledge of the circumstances.

2.5 UTILIZATION REVIEW:

DMH will implement quarterly utilization review, including implementing a standardized decision support tool, InterQual. Authorization and certification of continued stay shall include a review of the client's concrete progress towards their treatment goals and timely documentation of such on a monthly basis. DMH reserves the right to deny authorization and certification for treatment upon failure to receive requisite documentation with 72 hours of monthly due date as indicated on the Certification form (Attachment II).

2.6 AFTERCARE/DISCHARGE PLAN:

Contractor will provide the preliminary aftercare/discharge summary and a list of current medications, to all healthcare providers from whom the patient will likely receive care after discharge, at least 24 hours prior to discharge. Contractor will also provide the final discharge summary and list of current medications to all healthcare providers that the discharge plan contemplates the patient receiving care from no later than seven days following discharge.

2.6.1 Contractor acknowledges that patients transferred or discharged without an adequate medical clearance and follow-up plan for their co-morbid medical conditions may be subject to re-admission.

2.6.2 Contractor will perform an assessment of each client for co-morbid alcohol and drug use disorder. Contractor will provide and document provision of services to those who are dually diagnosed for a minimum of 12 weeks, including development of linkage with access to appropriate dual diagnosis services in the next level of care to which the client will be discharged. These services may be provided on an outpatient basis.

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, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.

3.2.1 Such record(s) shall be provided to the County upon request.

3.3 Data Collection and Information Exchange

Contractor shall collect all data elements required by the Department. All future funding for ERS programs will be dependent upon positive performance outcomes, which DMH will monitor throughout the year. Data shall be collected monthly and submitted to DMH by the 15th of the following month.

3.3.1 Contractor shall develop measurement and tracking mechanisms to collect and report data on a monthly basis (or as otherwise indicate) as follows:

- a) Available beds/slots (daily);
- b) The number of clients who were referred;
- c) The number of clients who were refused;
- d) The number of clients whose admission is delayed for seven days or more pending more information;
- e) The average length of time to respond to referrals;
- f) The number of clients who were accepted within 14 days of referral;
- g) The number of clients discharged; and
- h) The number of clients receiving substance use services.

3.3.2 Contractor acknowledges that DMH is transitioning to a bed management system. Contractor shall provide bed capacity information in real time or at least on a daily basis to DMH's Intensive Care Division (ICD) Director or designee. Contractor also acknowledges that DMH utilizes Los Angeles Network for Enhanced Services (LANES) as a Health Information Exchange network and agrees to provide admission history and physical, and medication list within 24 hours of discharge to accepting facility upon transfer. The discharge summary will be provided within seven days.

3.4 Contractor shall comply with the provisions of Welfare and Institutions Code (WIC) Section 5837, including, but not limited to, California Department of Social Services Community Care Licensing Division standards, accurate and timely data reporting, and State quality assurance standards. Contractor shall establish a method for monitoring client's adherence to medication regimens and response to treatment.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15, County's Quality Assurance Plan.

4.1 Meetings

Contractor is required to attend scheduled meetings, including the Quarterly Provider Meeting.

4.2 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made by the County's Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County's Contract Project Monitor will determine whether a formal Contract Discrepancy Report (Attachment III) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or

presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County's Contract Project Monitor within five (5) workdays.

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 Performance-Based Criteria:

DMH shall evaluate Contractor on nine performance-based criteria related to program and operational measures indicative of quality mental health services. Contractor shall provide processes for systematically involving families, key stakeholders and direct service staff in defining, selecting, **and** measuring quality indicators at the program and community levels. Should there be a change in federal, State, and/or County policies/regulations, DMH, at its sole discretion, may amend these performance-based criteria via Contract amendment. The performance-based criteria are related to four broad categories: staffing, support groups, clientele, and response times.

4.4.1 PROGRAM AND OPERATIONAL REQUIREMENTS:

Contractor shall provide processes for systematically involving families, key stakeholders, and direct service staff in defining, selecting, and measuring quality indicators at the program and community levels. Contractor shall demonstrate in writing how the services impact the performance targets by providing; statistical reports related to Contractor's services, providing required documents such as licenses, certification, etc., related to the services training schedules and curriculums.

4.4.1.1 Staffing:

- a. Contractor implements ethnic and cultural parity of staff to clients. The diversity of the staff is in direct percentage to the percent of ethnically diverse minority clients to be served.
- b. Contractor is required to implement 15:1 client-to-direct service staff ratio.
- c. Contractor has a minimum of 10% of their paid staff who have lived experience, are past consumers and/or parent advocates.

4.4.1.2 Support Groups:

- a. Contractor provides clients, parents, and caregivers with self-help, peer support, and caregiver support groups and refers 100% of clients to these groups, as needed.
- b. Contractor ensures that a minimum of 25% of clients/their caregivers are actively involved with self-help, peer support and/or caregiver support groups.

4.4.1.3 Clientele:

- a. Contractor shall serve uninsured and underinsured clients at the time of admission as follows: 15% of enrolled clients were uninsured at the time of admission; 10% of enrolled clients were underinsured at the time of admission; and 75% of enrolled clients were insured at the time of admission.
- b. Contractor provides services to clients with co-occurring substance use disorders and ensures 50% of clients with co-occurring clients with substance use disorders are actively involved in these services.

4.4.1.4 Response Times:

- a. Contractor responds to 100% of referrals within the required 72 hours.
- b. 100% of responses to hospitals, emergency rooms, urgent care centers, inpatient hospitals and other institutional settings are within 24 hours.
- c. Contractor uses its own staff to respond to 100% of the crisis calls of enrolled clients 24/7.

5.0 RESPONSIBILITIES

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

COUNTY

5.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

- 5.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8. Standard Terms and Conditions, Subparagraph 8.1 (Amendments).

CONTRACTOR

5.2 Facility Administrator

- 5.2.1 Contractor shall provide a full-time certified Adult Residential Facility Administrator or designated alternate. County must have access to the Facility Administrator during hours of operation as defined by the County or as identified in Section 6.0 (Hours/Day of Work). Contractor shall provide a telephone number where the Facility Administrator may be reached during normal business hours.
- 5.2.2 Facility Administrator shall act as a central point of contact with the County.
- 5.2.3 Facility Manager shall be certified by the California Department of Social Services Community Care Licensing Division.
- 5.2.4 Facility Administrator/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Facility Manager/alternate shall be able to effectively communicate in English, both orally and in writing.

5.3 Personnel

- 5.3.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 5.3.2 Contractor shall be required to background check their employees as set forth in Subparagraph 7.5 (Background and Security Investigations), of the Contract.
- 5.3.3 Contractor shall assign full-time, dedicated training and program coordinators and licensed professionals to provide clinical oversight according to the following:
 - 5.3.3.1 Staffing ratios as defined in Sub-Section 4.4.1.1; and
 - 5.3.3.2 Clients shall have access to psychiatry staff at least once per month face-to-face and as needed for clinical emergencies.
- 5.3.4 Contractor shall have appropriate licensed clinical staff to administer the Columbia Suicide Severity Rating Scale (C-SSRS) and/or InterQual administered with current training in the use of the rating scale.
 - 5.3.4.1 In the case of disputes between Contractor and DMH regarding whether a client's degree of suicidal risk is appropriate for placement in the Contractor's facility, a suicidal risk assessment shall be completed by both DMH and Contractor.
 - 5.3.4.2 In the case of continuing dispute, final determination will be made by the DMH Medical Director.

5.4 Identification Badges

- 5.4.1 Contractor shall ensure their employees are appropriately identified as set forth in Subparagraph 7.4 (Contractor's Staff Identification), of the Contract.

5.5 Materials and Equipment

- 5.5.1 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.

5.6 Training

- 5.6.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees, including training to safely deescalate and manage agitated clients. In addition, all clinical staff shall attend training in the identification and management of dual diagnoses, including substance use disorders.
- 5.6.2 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 Occupational Safety and Health Administration (OSHA), Department of Health Care Services (DHCS), Department of Public Health (DPH), Community Care Licensing (CCL), and the Centers for Disease Control and Prevention (CDC) standards, as applicable to their license and certification. Contractor shall supply appropriate personal protective equipment to employees.

5.7 Contractor's 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 a.m. to 5 p.m., Monday through Friday, by at least one employee who can respond to inquiries, which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls and take messages. **The Contractor shall answer calls received by the answering service within 24 hours of receipt of the call.**

6.0 HOURS/DAY OF WORK

Residential services shall be provided 24 hours per day, seven (7) days per week (24/7), including nights and all County holidays. Mental Health Services shall be provided daily. Administrative services shall be provided Monday through Friday from 8:00 a.m. through 5:00 p.m. including all County holidays.

7.0 WORK SCHEDULES

- 7.1 Contractor shall submit for review and approval a work schedule for each facility to the County Project Director within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going

maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

- 7.2** 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 ten (10) working days prior to scheduled time for work.

8.0 UNSCHEDULED WORK

- 8.1** The DMH Project Lead or designee may authorize the Contractor to perform unscheduled work, including when the need for such work arises out of extraordinary incidents, such as acts of God and third party negligence, or to add to, and/or modify existing services. Unscheduled work must be authorized in advance by the DMH Project Lead or designee.

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

- 9.1** Services shall be provided at a facility as listed on Exhibit C Statement(s) of Work/Service Exhibit(s) List. Contractor shall obtain the prior written consent of Director or designee at least 60 days before terminating services at such location(s) and/or commencing such services at any other location(s).
- 9.2** All changes must be made in accordance with Subparagraph 8.1 (Amendments) of the Contract.

10.0 DEFINITIONS

- 10.1** Single Point of Contact (SPOC): The SPOC is the person authorized by the Contractor to discuss or obtain any/all information concerning a specific Treatment Authorization Request (TAR) and/or Medi-Cal beneficiary.
- 10.2** Treatment Plan: A client's treatment plan must clearly address the mental health needs (e.g. symptoms, behaviors and/or impairments requiring improvement) identified in the most current Assessment and utilize the client's strengths to achieve his/her goals.
- 10.3** InterQual: A standardized decision-making tool used to assist with level of care determinations and utilization review.
- 10.4** Medically Clear: For the purposes of this SOW, "Medically Clear" for admission shall be defined as clients who meet the criteria in Attachment I. Contractor shall work with referring institutions to efficiently accept and transfer clients to next levels of care. Any disputes regarding "medical clearance" shall be resolved by doctor-to-doctor consultation between the referring institution and the Contractor.

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 Contract commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

SPECIFIC PERFORMANCE REFERENCE	REQUIRED SERVICE	COUNTY MONITORING METHOD
SOW: Subsection 2.1	Agency accepts all clients referred to DMH Intensive Care Division (ICD) for which it has available slots/beds. Agency acknowledges ICD has prescreened clients as clinically appropriate for supervised living level of according to generally accepted standards.	100% compliance as measured by number of referrals accepted within fourteen days of referral.
SOW: Subsection 2.1	Agency demonstrates client improvement in function such that client is able to concretely attain goals and progress towards discharge planning in a timely manner.	100% compliance as determined by 20% of clients who increase in level of function and/or privileges per month and achieve discharge-planning status. 20% of appropriate patients discharged from facility per month.
SOW: Subparagraph 2.6.2 (Contractor’s Project Manager)	Assessment of each client for co-morbid alcohol and drug abuse.	100% compliance in sample review of records.

DMH Medical Clearance (All Levels)

Patient Information

Name: _____

DOB: _____

SSN: _____

Core Items (within past year unless otherwise noted)

☐ **Medical History & Physical Examination**

☐ Unremarkable

☐ Allergies: _____

☐ Positive Findings:

☐ Medicine/Sub-Specialty Consultation & Treatment

☐ **Comprehensive Psychiatric Evaluation**

☐ DSM-V Diagnosis: _____

☐ **Active Medical & Psychiatric Medication List**

☐ Medication Compliant

☐ **Labs / Drug Screen (CBC, Chem panel, LFTs, TSH, HgA1C)**

☐ Unremarkable

☐ Positive Findings:

☐ Medicine/Sub-Specialty Consultation & Treatment

☐ **RPR-VDRL (if applicable)**

☐ Negative

☐ Positive

☐ Medicine/Sub-Specialty Consultation & Treatment

☐ **Pregnancy Test (if applicable)**

☐ Negative

☐ Positive

☐ OB/GYN Consultation

PPD / Chest X-Ray / QuantiFERON-TB Gold (within 30 days)

☐ Negative

☐ Positive

☐ Medicine/Sub-Specialty Consultation & Treatment

☐ **COVID-19 (within 1 week)**

☐ Vaccinated

☐ Negative

☐ Positive

☐ Medicine/Sub-Specialty Consultation & Treatment

- ☐ **Forensic History Reviewed**
 - ☐ On Probation
 - ☐ On Parole
 - ☐ Registered Sex Offender
 - ☐ Registered Arsonist
- ☐ **Voluntary**
- ☐ **Lanterman Petris Short (LPS) Act**
 - ☐ Not applicable
 - ☐ LPS Application or LPS Letters
- ☐ **High Elopement Risk**
- ☐ **Assaultive Behavior Risk**

Additional Items (if applicable)

- ☐ **Five (5) Consecutive Inpatient Days of Nursing Progress Notes**
- ☐ **Five (5) Consecutive Acute Inpatient Days of Psychiatry Progress Notes**
- ☐ **One (1) Administrative Inpatient Day of Psychiatry Progress Notes**
 - ☐ **Medication Administration Record (MAR) with PRNs**
 - ☐ No IM PRNs administered in past 5 days
 - ☐ Medication Compliant
 - ☐ **Seclusion & Restraint Record**
 - ☐ No seclusion or restraints applied in past 5 days
- ☐ **Physician's Report Completed**

Comments: _____

Referring Psychiatrist / Medical Provider Information

Name: _____

Signature: _____ Date: _____

Contact Number: _____

Physician / Medical Provider Information (if applicable)

Name: _____

Signature: _____ Date: _____

Contact Number: _____

ATTACHMENT II

.State of California Health and Welfare

Department of Health Services

CERTIFICATION FOR SPECIAL TREATMENT PROGRAM: ☐ CERTIFICATION ☐ RECERTIFICATION**PART I - COMPLETED BY FACILITY**

CLIENT'S NAME:

DATE HS-231 COMPLETED:

PART III - CERTIFICATION BY

- ☐ Local Mental Health Director
☐ You are authorized to claim payment for Treatment as recommended by you.
☐ Request Denied

CLIENT'S - FACILITY NUMBER:

LEGAL STATUS:

ADMISSION DATE:

FACILITY NAME & ADDRESS:

MEDI-CAL IDENTIFICATION NUMBER:

FROM:

TO:

A TOTAL OF MONTHS

SOCIAL SECURITY NUMBER:

MIS#

PART II - COMPLETED BY DESIGNEE:

BIRTHDATE:

AGE:

SEX:

- ☐ Male
☐ Female

COUNTY:

*****THE BELOW IS SUPPORTIVE INFORMATION FOR THIS RECOMMENDATION*****

ADMISSION:

EMOTIONAL STATE:

Reason for Hospitalization:

CURRENT
BEHAVIORS/
DISCHARGE
BARRIERS
REQUIRING
SNF - IMD
LEVEL OF
CARE:

Problem #1:
Manifested By:

Current Average Frequency:

Problem #2:
Manifested By:

Current Average Frequency:

Problem #3:
Manifested By:

Current Average Frequency:

SHORT TERM
GOALS
(< 90 DAYS)

Goal #1:

Goal Average Frequency:

By the date of:

Goal #2:

Goal Average Frequency:

By the date of:

Goal #3:

Goal Average Frequency:

By the date of:

LONG TERM
GOALS
(> 90 DAYS)

Goal #1:

Goal Average Frequency:

By the date of:

Goal #2:

Goal Average Frequency:

By the date of:

Goal #3:

Goal Average Frequency:

By the date of:

SPECIAL
TREATMENT
PROGRAM
(STP) GOALS

Problem/Goal Focused

Groups/Activities:

Average STP/week Participation/Attendance:

Average STP/week Participation Goal:

By the date of:

Response to Special
Treatment Program:

Current Level:

Response to Incentive
Program:

Level Goal:

By the date of:

Designee Signature

Designee Title

Affiliation

Date

Contract Liaison

Contract Liaison Title

County and Department

Date

**DMH reserves the right to deny authorization and certification for treatment upon failure to receive requisite documentation within 72 hours of the quarterly due date

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: Prepared: _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY / ISSUE: _____

Signature of County Representative_____
DateCONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative_____
DateCOUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative_____
DateCOUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____