

#### **FOURTH AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS FOURTH AMENDMENT** to the Agreement for Services of Independent Contractor (hereafter the "Fourth Amendment"), is made and entered into this \_\_\_\_ day of June 2024, by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter "County") and Community Solutions, Inc. (hereafter "Contractor"). For purposes of this Fourth Amendment, the County and Contractor shall be referred to collectively as the "Parties."

WHEREAS, Parties entered into an Agreement for Services of Independent Contractor with an effective date of July 1, 2019, (hereafter the "Agreement"), by which Contractor agreed to provide counseling and case management services to the Sheriff's Treatment Program; and

WHEREAS, Parties desire to amend the Agreement to extend the term and include a short-term, 18-month contract to hire two CalAIM Pre-Release Technician positions to serve at the Santa Barbara County Northern Branch and South Branch Jail facilities.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon as follows:

1. The term of the Agreement, Section 4, Term, shall be amended to: CONTRACTOR shall commence performance on July 1, 2019, and end performance upon completion, but no later than June 30, 2026, unless otherwise directed by COUNTY or unless earlier terminated.
2. Exhibit A-Amended, Statement of Work, replaces Exhibit A.  
  
Exhibit B Amended (No.2), Payment Arrangements, replaces Exhibit B Amended.
3. Exhibit B-2. Schedule of Rates is added to Agreement.
4. Add Section 34 to the Agreement as follows:

#### **STATE ENERGY CONSERVATION PLAN**

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

5. Add Section 35 to the Agreement as follows:

#### **PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**

- A. CONTRACTOR, by signing this Agreement, hereby certifies to the best of his, her or its knowledge and belief that:
  1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or

employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR also agrees by signing this document that he, she or it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

6. Add Section 36 to the Agreement as follows:

**CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

7. Add Section 37 to the Agreement as follows:

**PROCUREMENT OF RECOVERED MATERIALS**

CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

8. Add Section 38 to the Agreement as follows:

**Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**

CONTRACTOR shall comply with the requirements of 45 CFR Part 75 which are hereby incorporated by reference in this Agreement.

9. Add Section 39 to the Agreement as follows:

**DRUG FREE WORKPLACE**

CONTRACTOR must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the Governmentwide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

10. Add Section 40 to the Agreement as follows:

**DOMESTIC PREFERENCES FOR PROCUREMENTS**

CONTRACTOR shall comply with Section 2 CFR Part 200.322. CONTRACTOR should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes here, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. Add Section 41 to the Agreement as follows:

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

CONTRACTOR shall comply with Section 2 CFR Part 200.216. CONTRACTOR shall be prohibited from obligating or expending loan or grant funds to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

12. In all other respects, the terms and conditions of the Agreement shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment to be effective on the date executed by the County.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: Shaila Chabuerma  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: Steve Lavagnino  
Steve Lavagnino, Chair  
Board of Supervisors

Date: 6-18-24

**RECOMMENDED FOR APPROVAL:**

Santa Barbara Sheriff's Office

By: **Bill Brown**  
Digitally signed by Bill Brown  
Date: 2024.05.22 14:25:03 -07'00'  
\_\_\_\_\_  
Bill Brown, Sheriff

**CONTRACTOR:**

Community Solutions, Inc.

By: \_\_\_\_\_  
Authorized Representative

Name: Fernando Muniz

Title: Chief Executive Officer

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By: **Paul Lee**  
Digitally signed by Paul Lee  
Date: 2024.05.21 09:37:49 -07'00'  
\_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy Schaffer, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_  
Risk Management

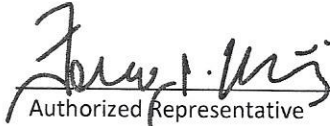
**RECOMMENDED FOR APPROVAL:**

Santa Barbara Sheriff's Office

By: \_\_\_\_\_  
Bill Brown, Sheriff

**CONTRACTOR:**

Community Solutions, Inc.

By:  \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_  
Fernando Muniz

Title: \_\_\_\_\_  
Chief Executive Officer

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy Schaffer, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_  
Risk Management

**RECOMMENDED FOR APPROVAL:**

Santa Barbara Sheriff's Office

By: \_\_\_\_\_  
Bill Brown, Sheriff

**CONTRACTOR:**

Community Solutions, Inc.

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_  
Fernando Muniz

Title: \_\_\_\_\_  
Chief Executive Officer

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy Schaffer, CPA  
Auditor-Controller

By: **JUAN**  
**IZQUIERDO** \_\_\_\_\_  
Deputy  
Digitally signed by JUAN IZQUIERDO  
Date: 2024.05.21 11:14:58 -07'00'

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_  
Risk Management

**RECOMMENDED FOR APPROVAL:**

Santa Barbara Sheriff's Office

By: \_\_\_\_\_  
Bill Brown, Sheriff

**CONTRACTOR:**

Community Solutions, Inc.

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_  
Fernando Muniz

Title: \_\_\_\_\_  
Chief Executive Officer

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy Schaffer, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_  
**Greg Milligan,**  
**Risk Manager**  
Risk Management

Digitally signed by Greg  
Milligan, Risk Manager  
Date: 2024.05.20  
09:35:22 -07'00'

## EXHIBIT A - AMENDED

### STATEMENT OF WORK

Contractor shall collaborate with the Santa Barbara Sheriff's Office (SBSO) Custody Division Program Unit staff to provide Group and Brief Individual Counseling Services and Discharge Planning services to inmates who are Sheriff's Treatment Program (STP) participants and expanded in this amendment to include those identified by Sheriff's Office staff as in need of services as outlined in Exhibit A Amended. These positions will be formally referred to as STP Correctional Case Manager and will now be referred to as Correctional Case Manager.

Correctional Case Manager positions will perform job duties consistent with the following tasks: individual screening and assessment, intake, brief case management, brief individual counseling, and facilitation of evidence-based correctional groups; facilitating and teaching cognitive behavioral training programs including Thinking for a Change®, Seeking Safety®, Helping Women Recover®, Anger Management, Moral Reconciliation Therapy® (MRT), domestic violence, Reasoning and Rehabilitation®, Cognitive Behavioral Interventions for Employment (CBI-EMP), The Change Companies® Journals - The Courage to Change Series, *Interactive Journaling*®, and Aggression Replacement Therapy. And other approved interventions as assessed need of inmates and/or Sheriff's Office staff. Other duties will include:

1. Conducting risk and needs assessment interview to develop an individual service plan that wappropriately meet the short and longer-term needs of the inmate.
2. Coordinating and supporting the efficiency of access to mental health support and services via internal jail resources and community-based services.
3. Acting as a conduit of risk and need information, treatment recommendations, and housing and to all units needing information about criminogenic risk and needs to assist in the reduction of inmatejail time as guided by best practices in the Criminal Justice systems.
4. Coordinating inmates' participation in evidence-based, curriculum driven groups to educate and assist inmates in recognizing and understanding the nature of the problem, to assess the need fortreatment and services, and to evaluate progress
5. Developing and implementing individualized treatment and service plans based on results from validated risk and need assessment tools.
6. Working closely with Discharge Planning team to make referrals for County health services as needed, confers with probation, parole, and other law enforcement agencies to determine inmate'slegal status and/or develop appropriate discharge plans.
7. Consulting with representatives from community treatment programs and recovery facilities to determine the appropriate placement of inmates and to ensure continuity of care after release fromcustody.
8. Maintaining robust documentation in Case Management system, writing reports and summaries, making recommendations, and documenting inmate progress; completing forms and maintains client records and charts according to established procedures, guidelines, and legal requirements.
9. Participating in case conferences with other professionals to discuss client care and progress; attending departmental staff meetings to report on inmate safety, morale, and custody operations.
10. Attending conferences and/or meetings to keep abreast of current correctional practices, criminal and alcohol and drug issues, treatment modalities, and services available.



## A. CLIENTS

1. Inmates screened as moderate to high risk to reoffend, per a validated risk and need assessment, are eligible for program services. Other factors related to classification may impact eligibility.
2. Clients will present with a number of criminogenic needs and includes those with co-occurring disorders, convictions for serious offenses, lengthy sentences, and they may or may not be released to community supervision. Inmates participating in STP are likely returning back to the community within a year.
3. Eligible clients will have projected custody stays of 90 days or more. However, because pretrial clients are eligible, lengths of stay are difficult to predict and group turnover is impacted regularly.

## B. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

1. Provide five (5.0) full-time equivalent, 40 hours per week (typically Monday - Friday from 8:00 AM to 4:00 PM) staff, which will be funded through this Agreement to provide the following services:
  - a. Work in a custodial facility and facilitate 7-9 group sessions to incarcerated individuals, from varying curricula, per week as scheduled by the Inmate Services Custody Staff. The curricula will be evidenced-based and must be delivered with fidelity to the model. An exception is any Batterer Intervention Program curriculum, which is not typically evidenced-based.
  - b. Utilize Motivational Interviewing skills to engage participants and encourage change and have the organizational skills to manage a group model.
  - c. Manage an assigned caseload; maintain data and attendance reports; utilize the database/correctional systems to develop case plans appropriate to needs of inmate. Report to Inmate Services Manager status of groups.
  - d. Participate in multi-disciplinary team meetings both within the Sheriff's Office and with our community partners; participate in and organize completion ceremonies.
  - e. Case management and discharge planning
2. Provide Two (2.0) full-time equivalent, 40 hours per week (typically Monday - Friday from 8:00 AM to 4:00 PM) staff, which will be funded through this Amended Agreement with the allocated CalAIM funding for a period of 18-months to provide the following services:
  - a. Effectuate pre-release Medi-Cal enrollment processes.
  - b. Work with Santa Barbara County Department of Social Services (DSS) to identify clients in custody eligible for Medi-Cal and provide application forms and assist individuals as they complete the application process; and
  - c. Transmit the completed Medi-Cal application to DSS.
3. Recruit, interview, hire, and train, and supervise all staff to meet all required conditions and specifications including special focus on expertise, emotional stability, and motivation.
4. Maintain the overall administrative responsibility for the delivery of services related to contract employees.
5. Be responsible for the hiring and training of staff in delivering evidence-based curricula and cognitive behavioral therapies listed in paragraph two of Exhibit A - Amended.
6. Oversee the budget to ensure that operational costs do not exceed the funding allowed and work with the SBSO designee when it is determined funding between line items needs

- to be adjusted. Communicate any issues to the SBSO Inmate Services Manager.
7. Ensure that the staff persons assigned to this Agreement meet the educational/experience Requirements in this Agreement in "Qualifications of Position."
  8. Remove a staff member from his/her role in providing services in the facilities immediately upon request from the Sheriff.
  9. Take immediate action to fill vacant positions. Candidates selected by the Contractor to fill vacant positions shall be presented to the Sheriff for security clearance within 60 days from the date of such vacancy.
  10. Contract staff will adhere to CSI policy on paid holidays and paid time off. Contract staff will have access to the Programs Unit facilities on county holidays that conflict with the CSI holiday schedule.

### C. QUALIFICATIONS OF POSITIONS

The position of the Correctional Case Manager is required to have the following qualifications:

1. A bachelor's degree in Criminology, Criminal Justice, Counseling, Social Work, Psychology, or similar; and
2. Knowledge of case planning and development, community resources, Risk Needs Responsivity, Criminogenic Risks/Needs, performing risk assessments, symptoms and behavior patterns of offenders with substance use disorder (SUD), co-occurring conditions, discharge planning, and development of treatment plans.
3. 1-3 years of experience working with the offender population

The position of the Pre-Release Technician is required to have the following qualifications:

1. A bachelor's degree plus one year of Administrative experience. Education may be substituted with relevant experience on a one year for one year basis; and
2. Experience with Microsoft Word, Excel, Access, Windows, and Outlook.

The Correctional Case Manager and the Pre-Release Technicians are required to meet the following requirements:

1. Completed and approved security background check, which includes but is not limited to a criminal history check, administered by the Sheriff's Office prior to being allowed into the facility.
2. Completed attendance of Sheriff's Office Facility Security Orientation Training and Prison Rape Elimination Act (PREA) training.
3. Ability to learn and explain the Federal and State laws and regulations regarding clients' rights to discharge services; the operations, policies, and procedures regulating a County jail; interact effectively with people of diverse socioeconomic and ethnic backgrounds; exercise tact and independent judgment; speak before groups; gather, document, evaluate, and interpret data; draw logical conclusions and make recommendations; prepare and maintain client records and reports; maintain client confidentiality; and determine inmate treatment needs and make appropriate referrals to other departments/agencies.
4. Additional Desirable Qualifications include experience providing correctional and/or substance abuse counseling to adult offenders in a locked facility.

**D. SBSO RESPONSIBILITIES**

1. The Inmate Services Manager will maintain regular (at least weekly) contact with Contractor to ensure strong collaboration and facilitate communication;
2. The Sheriff will provide training to Contractor staff on facility safety and security practices, the Prison Rape Elimination Act, and other appropriate topics;
3. Include Contractor Staff in relevant training (on any curricula not offered by CSI trainers), meetings, as offered to all Sheriff's Office Programs staff; and
4. Ensure contract staff meets requirements to work in the jail facility.
5. SBSO Programs Unit Lieutenant and Inmate Services Manager will provide oversight and on- Site direction to staff. They will also provide Contractor staff and administration input on staff performance to facilitate smooth operation of the programs.
6. The Sheriff will conduct criminal background checks on all employees as a prerequisite for initial and/or continued employment.
7. The Sheriff retains the right to remove the security clearance of any Contractor staff person and prevent entry into secure facilities.

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

Contractor 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 the Contractor's facility(ies) and services under their Agreement. Contractor shall further ensure that all of its officers, employees and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates, which are applicable to their performance hereunder. A copy of each such document shall be provided, in duplicate, to the Sheriff's Office.

**F. REPORTS.**

Contractor shall maintain a written record of all contacts, case progress notes as well as any obstacles to achieving the goals stated in the inmate-individualized plan. Contractor shall be responsible for entering data into the integrated data management system.

**1. Additional Reports.** Upon County's request, Contractor shall make such additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond. Contractor shall maintain records and make statistical reports as required by County and California State Department of Health Care Services of applicable agency, on forms provided by either agency.

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

1. Services provided to individuals will be neutral and non-ideological and all services shall be provided regardless of the religion or lack of religion of the individual served. All services and referrals

shall be content neutral as to ideological matters.

- H. CONFIDENTIALITY.** CONTRACTOR agrees to maintain the confidentiality of client records and/or client information pursuant to: Title 42 United States Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Sections 14100.2 and 5328; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 - 56.37, 1798.80 - 1798.82, and 1798.85; and Penal Code (PC) Sections 11140, 11142 and 13303. Client records and/or information must comply with all appropriate State and Federal requirements. CONTRACTOR 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 these services or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
- I. CULTURAL COMPETENCE.** Contractor shall provide services that consider the culture of mental illness and trauma as well as the ethnic and cultural diversity of clients.
- J. NOTIFICATION REQUIREMENTS.**
1. Contractor shall notify County immediately in the event of any suspected or actual misappropriation of funds under Contractor's control; known serious complaints against licensed staff; restrictions in practice or license as stipulated by the State Bureau of Medical Quality Assurance, Community Care Licensing Division of the Department of Social Services of the State, or other State agency; staff privileges restricted at a hospital; legal suits initiated specific to the Contractor's practice; initiation of criminal investigation of the Contractor; or other action instituted which affects Contractor's license or practice (for example, sexual harassment accusations). "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the event.
  2. Contractor shall immediately notify the County Liaison in the event of a client with a case file open with the County presents any of the following client indices' suicidal risk factors, homicidal risk factors, assaultive risk factors, side effects requiring medical attention or observation, behavioral symptom presenting possible health problems, or any behavioral symptom that may compromise the appropriateness of the placement.
  3. Contractor shall immediately notify the Inmate Services Manager, regardless of whether the client has a case file open with the County, should any of the following events occur; death, fire setting, police involvement, media contact, any behavior leading to potential liability, or any behavioral symptom that may compromise the appropriateness of the placement.
- K. PERIODIC REVIEW.** County shall assign management staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding fiscal and overall performance activity.
- L. POLICIES AND PROCEDURES.** Contractor shall maintain written policies and procedures to set expectations for Contractor staff and establish consistency of effort and shall provide a copy to County upon request. The written policies and procedures shall be consistent with all applicable State, Federal and County requirements.

# EXHIBIT B Amended (No.2)

## PAYMENT ARRANGEMENTS

Compensation upon Completion (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contractor amount, including cost reimbursement, not to exceed \$470,000 for July 1, 2019, to June 30, 2020; \$470,000 for July 1, 2020, to June 30, 2021; \$470,000 for July 2021, to June 30, 2022, and in the amount not to exceed \$518,000 for the period of July 1, 2022, to June 30, 2023; the total 4<sup>th</sup> Amended Contract amounts represented in Exhibit B-2 for the period of July 1, 2023, to June 30, 2024 in an amount not to exceed \$484,146, the period of July 1, 2024, to June 30, 2025 in an amount not to exceed \$700,736, and the period July 1, 2025 to June 30, 2026 in an amount not to exceed \$628,121.
- B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology, contained in **Exhibit A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based on the costs, expenses, and overhead charges for personnel, as defined in **Exhibit B-1** for July 1, 2019, to June 30, 2020, and for July 1, 2020, to June 30, 2021, and for July 1, 2021, to June 30, 2022, and July 1, 2022, to June 30, 2023, and **Exhibit B-1 Amended** for July 1, 2023, to June 30, 2024, for the period of July 2, 2024, to June 30, 2025, and **Exhibit B-2** for the period July 1, 2023, to June 30, 2024, for the period of July 2, 2024, to June 30, 2025, and for the period July 1, 2025 to June 30, 2026. Invoices submitted for payment that are based on Exhibit B-1, Exhibit B-1 Amended, or Exhibit B-2 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **Exhibit A**.
- C. Upon completion of the work detailed in **Exhibit A** and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or certified claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory and within the cost basis of **Exhibit B-1** for July 1, 19, to June 30, 2020, and for July 1, 2020, to June 30, 2021, and for July 1, 2021, to June 30, 2022, and July 1, 2022, to June 30, 2023, and **Exhibit B-1 Amended** for July 1, 2023 to June 30, 2024, and for July 2, 2024, to June 30, 2025, and **Exhibit B-2 for the period of July 1, 2023, to June 30, 2024, the period of July 1, 2024, to June 30, 2025, and the for the period July 1, 2025 to June 30, 2026** shall initiate payment processing. COUNTY Jail shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment with not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

**EXHIBIT B--2**

**Santa Barbara County Sheriff's Office Summary of Rates and Agreement Maximum**

<b>ACCOUNT DESCRIPTION</b>	<b>FY24 Annual Budget (July 1, 2023- June 30, 2024</b>	<b>FY25 Annual Budget (July 1, 2024 - June 30, 2025</b>	<b>FY26 Annual Budget (July 1, 2025 - June 30, 2026</b>	<b>Explanation</b>
State Director	11,981	13,568	14,252	Shared State Director
Corrections Counselor/Case Manager	260,802	331,956	348,572	5 Correctional Case Managers (FY24 reduced for vacancies)
<b>Total Salaries</b>	<b>272,783</b>	<b>345,524</b>	<b>362,824</b>	
<b>Benefits</b>	69,250	89,711	97,287	Includes FICA, State Unemployment, Health/Dental Insurance, Pension, Workers' comp, and Tuition Reimbursement
<b>TOTAL PERSONNEL/BENEFIT:</b>	<b>342,033</b>	<b>435,235</b>	<b>460,111</b>	
Employee costs, Administrative Fees, Insurance, Mileage, Inmate Program Materials	107,537	124,752	131,245	Help wanted advertising, background checks, employee medical testing as needed (Hep, TB), employee relations, outside payroll services, IT Services and equipment as needed, professional insurance, Employee Training and Support, Staff travels between the two facilities, CJPA mandated travel, interactive journals for EBP's, and associated administrative charges on operating expenses, DRC lawsuit expanded North branch jail operations
<b>TOTAL DIRECT EXPENSES</b>	<b>449,570</b>	<b>559,987</b>	<b>591,356</b>	
<b>CALAIM Pre-Release Technician Program Rate and Agreement Maximum</b>				
<b>ACCOUNT DESCRIPTION</b>	<b>FY24 Annual Budget (July 1, 2023 - June 30, 2024</b>	<b>FY25 Annual Budget (July 1, 2024 - June 30, 2025</b>	<b>FY26 Annual Budget (July 1, 2025 - June 30, 2026</b>	<b>Explanation</b>
Pre-Release Technician	23,922	96,882	25,116	2 Pre-Release Technicians (4/1/24-9/30/25)
<b>Total Salaries</b>	<b>23,922</b>	<b>96,882</b>	<b>25,116</b>	
<b>Benefits</b>	5,885	24,453	6,578	Includes FICA, State Unemployment, Health/Dental Insurance, Pension, Workers' comp
<b>TOTAL PERSONNEL/BENEFIT:</b>	<b>29,807</b>	<b>121,335</b>	<b>31,694</b>	
Administrative Fees	4,769	19,414	5,071	Administrative charges
<b>TOTAL DIRECT EXPENSES</b>	<b>34,576</b>	<b>140,749</b>	<b>36,765</b>	
<b>COMBINED TOTAL</b>	<b>484,146</b>	<b>700,736</b>	<b>628,121</b>	Total direct expenses for both programs