

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Community Solutions Inc. with an address at 340 West Newberry Road, Bloomfield, CT 06002 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### **DESIGNATED REPRESENTATIVE**

Lt. Dulce Brooks at phone number (805) 681-4047, and/or Lt. Mark Mahurin at phone number (805) 331-4551 are the representatives of COUNTY and will administer this Agreement for and on behalf of COUNTY. Fernando Muniz, at phone number (860) 683-7100 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

### **NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Dulce Brooks, Lieutenant  
4436-A Calle Real  
Santa Barbara, CA 93110  
Fax: (805) 681-4047

To CONTRACTOR: Fernando Muniz, CEO  
Community Solutions, Inc.,  
340 West Newberry Road  
Bloomfield, CT 06002  
Fax: (860) 683-7199

Or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

### **TERM**

CONTRACTOR shall commence performance on July 1, 2020 and end performance upon completion, but no later than June 30, 2025 unless otherwise directed by COUNTY or unless earlier terminated.

In the event that CDCR wishes to continue DRC services in Santa Barbara County, an additional extension, may be offered and shall be subject to continued funding from CDCR.

### **COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

### **INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

### **STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

### **DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

### **TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

**CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

**OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

**NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

**COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

**RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

**INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

**NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

**NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

**NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

**TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon sixty (60) days written notice. During the sixty (60) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within Sixty (60) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

#### **SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

#### **SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

#### **REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

#### **TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

**ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

**CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

**SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

**PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

**BUSINESS ASSOCIATE**

The parties agree to the terms and conditions set forth in Exhibit D - HIPAA Business Associate Agreement (BAA), attached hereto and incorporated herein by reference.

(SIGNATURES ARE ON NEXT PAGE.)


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Agreement for Services of Independent Contractor between the County of Santa Barbara and Community Solutions Inc.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By:   
Deputy Clerk


**COUNTY OF SANTA BARBARA:**

By:   
Gregg Heath, Chair  
Board of Supervisors

Date: 6-16-20

**RECOMMENDED FOR APPROVAL:**

Bill Brown, Sheriff'

By:  6/3/20  
Department Head

**CONTRACTOR:**

Community Solutions Inc.

By:   
Authorized Representative

Name: FERNANDO MUNIZ

Title: Chief Executive Officer

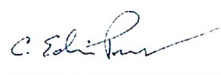
**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By:   
Rana Warren (Jun 3, 2020 17:19 PDT)  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:   
Deputy

**APPROVED AS TO FORM:**

Risk Management

By:   
Risk Management



# Exhibit A

County of Santa Barbara  
Community Solutions, Inc.  
Day Reporting Centers

Statement of Work

## EXHIBIT A

### STATEMENT OF WORK

#### **I. GENERAL INFORMATION**

The Contractor agrees to provide Santa Barbara County Sheriff's Office (SBCSO), the California Department of Corrections and Rehabilitation (CDCR), Division of Rehabilitative Programs (DRP), Day Reporting Center (DRC) program services as described in this Agreement. All program service components shall be in accordance with this Agreement and all applicable local, city, county, state and federal statutes, regulations and ordinances.

##### **A. Agreement Term**

This is a fully executed Agreement with SBCSO for the period of July 1, 2020 through June 30, 2025.

##### **B. Location and Capacity**

The Contractor shall maintain two facility sites within Santa Barbara County to operate the DRC(s) and provide services adequate to serve the number of parolees specified in this invitation. The CONTRACTOR shall accommodate a minimum daily combined capacity of [100] parolees. The DRC shall serve all parolees from outside the county, upon referral from a parolee's Agent of Record (AOR) as approved by SBCSO on a case-by-case basis. Referrals for PC 290 offenders shall also be evaluated by SBCSO on a case-by-case basis.

**C. Expansions:** If additional funding is made available by CDCR during the term of this Agreement, SBCSO reserves the right to expand the contracted modality services to include adding new modality types, which may include an increase in the number of parolee population within the DRC program. If the contracted services are expanded, the CONTRACTOR shall be permitted to increase staffing levels proportionately and consistently with the terms of the original Agreement. Expansions will require an Amendment to the Agreement and are at the sole discretion of CDCR and SBCSO.

**D. Reductions:** CDCR reserves the right to reduce the contracted services provided by SBCSO, which may include a decrease in the number of parolees or an adjustment in the length of service for each parolee. If the contracted services are reduced by CDCR, SBCSO shall permit the CONTRACTOR to decrease staffing levels proportionately and consistently with the original Agreement. Reductions will require an Amendment to the Agreement and are at the sole discretion of CDCR and SBCSO.

**E. Ownership:** All existing materials and any materials/products that result from this Agreement shall be under the sole ownership of the CDCR.

**F. Transition of the Agreement to a Successor:** The CONTRACTOR shall have a plan for transition of parolees, parolee records, and data to a successor. The plan shall include the steps that will be taken prior to expiration or termination of this Agreement. The plan shall specify what steps the Contractor will take after termination of the Agreement to continue to provide data and assistance to the successor for a minimum of six (6) weeks after the termination date.

The plan must be approved by SBCSO/CDCR and shall be updated as requested by SBCSO/CDCR during the term of this Agreement. The draft plan is due to the SBCSO for distribution to the DRP Program Analyst(s) within fifty (50) calendar days of execution of this Agreement.

## EXHIBIT A

### STATEMENT OF WORK

#### **II. INTRODUCTION**

Santa Barbara County Sheriff's Office (SBCSO) has agreed to provide the California Department of Corrections and Rehabilitation (CDCR), Division of Rehabilitative Programs (DRP) an array of evidence-based services targeted to address the criminogenic needs of the participating offenders that contribute to re-offending behaviors. The services include, but are not limited to, criminal thinking, anger and aggression, education & vocational needs, substance abuse, and pro-social relationships. These services shall be provided in an effort to assist the participants' successful reintegration into their communities upon release from prison. The goal is to reduce recidivism through effective community reintegration, thereby increasing public safety.

SBCSO has selected Community Solutions, Inc. (CSI) (hereafter CONTRACTOR) as our subcontractor to operate the program and provide the delivery of the services as required by CDCR. SBCSO shall maintain operational control and oversight of the DRC programs and shall remain the primary point of contact between CDCR, SBCSO and the CONTRACTOR.

The services shall be provided in two Day Reporting Center (DRC) environments located within Santa Barbara County. One (1) DRC shall be located in the City of Santa Barbara, and the other in the City of Santa Maria. The Contractor shall accommodate a minimum daily combined capacity of [100] parolees. The DRC shall serve all parolees from outside the county, upon referral from a parolee's Agent of Record (AOR) on a case-by-case basis as approved by SBCSO. Referrals for PC 290 offenders shall be evaluated and approved on a case-by-case basis by SBCSO.

A minimum of 300 male and female participants are to be served annually between the two locations. Each individual DRC location shall have the ability to accommodate 50 participants at any given time.

Approximately 35 percent of program participants will be provided with transitional housing assistance in Reentry and Recovery Housing (RRH) during the service episode. SBCSO has determined that the most efficient way to institute this program effectively, and offer these services in a timely manner, is for the CONTRACTOR to use a private vendor or organization to provide RRH on a bed availability basis, with a set fee per night for each participant referred by the DRC. RRH facilities used on a bed availability, fee per night basis by the CONTRACTOR are not under contract with, and are not affiliated or connected to CSI in any official capacity. All actions performed in the delivery of services at the RRH facilities are the sole responsibility of the RRH facility and the provider employees.

#### **III. SBCSO RESPONSIBILITIES**

- A. Assign a Sheriff's Custody Lieutenant to the DRCs and as the SBCSO primary point of contact for the CONTRACTOR and for CDCR. The Custody Lieutenant shall be the direct designee for SBCSO requirements related to the DRCs and this contract. SBCSO may also assign a budget analyst and an extra help Lieutenant to aid in the oversight of the contract.
- B. Review the acceptance or denial with the Program Director of sex offenders into the DRCs.
- C. Provide timely processing of CONTRACTOR's monthly invoices for reimbursement of services rendered, and make payments consistent with CDCR reimbursement requirements.

## EXHIBIT A

### STATEMENT OF WORK

- D. Balance CONTRACTOR's monthly invoices to CDCR Quarterly payments to SBCSO, and coordinate corrective action between CONTRACTOR and CDCR to insure complete reimbursement of SBCSO by CDCR for any expenses incurred by the CONTRACTOR.
- E. SBCSO shall, at no charge to the CONTRACTOR, complete the Live Scan on all CONTRACTOR employees and will report the results to the DRP contract analyst.
- F. CDCR shall be responsible for the Live Scan on all Reentry and Recovery Housing (RRH) representatives.
- G. Notify the DRP Program Manager within 24 hours of all arrests of current DRC employees. Notification of all convictions of current DRC employees for any misdemeanor or felony shall be provided within 10 working days of the conviction.

#### IV. **CONTRACTOR RESPONSIBILITIES**

##### A. **Organization**

###### 1. **Experience and Knowledge**

The CONTRACTOR's administrative experience shall include all administrative functions of a project, including fiscal, accounting and budgeting, personnel, and contract or grant management. The CONTRACTOR shall be an organization that has at least five (5) years of experience with the criminal justice population in the following:

- a. administration of contracts;
- b. grants or awards for service delivery of a similar size, scope, and funding;
- c. providing substance abuse prevention planning and education; and
- d. cognitive behavioral therapy services.

#### V. **PERSONNEL**

##### A. **Staffing Plan**

The CONTRACTOR shall staff the DRC at the level necessary to meet the contract requirements. The CONTRACTOR shall submit a detailed staffing plan and an organization chart to include the key positions listed below and all other positions necessary to staff the DRC at an appropriate level.

The CONTRACTOR shall submit job descriptions on all key positions. The job descriptions must include the minimum qualifications and the tasks associated with each position.

The Staffing Plan shall address the CONTRACTOR's and/or their Subcontractors' ability to maintain full staffing levels of all program components and include the recruitment and selection process for new hires and the ability to staff the program at the level necessary to meet contractual obligations. One full-time (100 percent) equivalent position = 40 hour workweek. This includes the management of fractional time base assignments, number of positions, and the sharing of specific duties between positions that support the full utilization of all assigned positions.

## EXHIBIT A

### STATEMENT OF WORK

The on-site parolee-to-staff ratio shall not exceed 18:1. Any deviation from this ratio shall be preapproved by SBCSO and CDCR.

Parolee to Caseworker caseload is 40:1. An exception may be granted, based on assessed need, and shall be permitted with prior written approval by SBCSO and the DRP Analyst.

The Staffing Plan shall address contingencies for staffing shortages or other operational emergencies. Revisions shall be approved by SBCSO and DRP prior to implementation.

The CONTRACTOR shall submit job descriptions on all staff positions at the time of proposal submission. The job descriptions must include the minimum qualifications and the tasks associated with each position.

Copies of the employment applications and/or educational transcripts documenting working experience and/or education used to meet the requirements for each position shall also be submitted at time of award of this Agreement for SBCSO review and approval.

The CONTRACTOR shall ensure employment of professional, competent, skilled staff and have a plan for staff performance and disciplinary reporting. All staff shall satisfy requirements for security clearances, training, certification, and professional development as defined by the SBCSO and CDCR rules and regulations.

Based on modality, program size and delivery of services for each DRC facility, the CONTRACTOR shall utilize the staff positions identified below to ensure program components are delivered effectively.

#### **B. Vacancies**

DRC staff vacancies shall be brought to the immediate attention of SBCSO. Vacancies in excess of sixty (60) calendar days require the immediate recruitment of new, qualified staff, and shall be filled within ninety (90) calendar days from the date of initial vacancy. The CONTRACTOR may fill temporary vacancies internally by a temporary reassignment of existing qualified staff who meet minimum qualifications for the vacant positions. A temporary vacancy is defined as a vacancy of less than sixty (60) calendar days; unless an exception is approved by SBCSO on a case-by-case basis.

#### **C. Hiring**

At time of contract commencement or prior to hiring a candidate to fill a position within the DRC the CONTRACTOR shall ensure a hiring package is submitted to SBCSO. The DRC's will provide Reentry and Recovery Housing (RRH) on a bed availability basis. The RRH facility is not under contract with the CONTRACTOR and remains an independent entity from the CONTRACTOR. However, should the DRP Program Analyst require RRH representative information, the following shall be submitted to CDCR, through the use of the Automated Reentry Management System (ARMS):

1. Application, résumé, transcripts, diplomas, job description, certifications, and other documents as needed.

## EXHIBIT A

### STATEMENT OF WORK

- Specifically for staff at the RRH facilities the CONTRACTOR shall ensure the Authorization for Security Clearance is provided with the hiring package. DRP Program Analyst will approve the RRH staff, volunteers, and any individual who will be in regular contact with the parolees through the RRH, and process the candidate for Provisional Clearance.

An ex-offender whose assigned DRC duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any business-related administrative function shall be fully bonded to cover any potential loss to the State, the County or the CONTRACTOR. Evidence of the bond shall be supplied to DRP through SBCSO prior to employment of the ex-offender.

#### **D. Minimum Qualification Waivers**

The CONTRACTOR shall make reasonable attempts to fill all position(s) with a qualified candidate(s). Upon approval of SBCSO, the CONTRACTOR may submit a request through ARMS on Minimum Qualification (MQ) Waiver Form to the DRP Program Analyst to hire an individual who does not meet minimum qualifications. Requests for a waiver will be considered on a case-by-case basis and will be granted only temporarily (not to exceed one (1) year) while the CONTRACTOR continues to seek a qualified individual or until the hired individual becomes qualified, whichever occurs first. For example: The minimum requirements for a waiver on the counselor position are a high school diploma or equivalent and registration to obtain a certification. A waiver of the minimum qualifications must be approved by the Community and Reentry Services (CRS) Chief or designee.

#### **E. Provisional Clearances**

CONTRACTOR staff, volunteers, and any individual who will be in regular contact with the parolees through the DRC shall be provisionally cleared. SBCSO and CDCR reserves the right to approve or deny any provisional clearances and has the authority to immediately terminate provisional clearances.

The CONTRACTOR shall develop and implement written Provisional Clearance policies and procedures that include, but are not limited to, the following:

- The Authorization for Security Clearance shall be submitted as indicated in the hiring package for any individual who will be working in regular contact with the Parolees.
- The CONTRACTOR shall receive in writing provisional clearance approval from SBCSO or DRP prior to staff working with CDCR Parolees.
- All provisional clearance approval or denial documentation shall be maintained in the employment file.
- Until the formal Security Clearance/Live Scan is approved, the CONTRACTOR shall ensure the provisional clearance is renewed as necessary.

#### **F. Security Clearance/Live Scan**

SBCSO and/or CDCR reserves the right to approve or deny any security clearances and has the authority to immediately terminate security clearances.

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SBCSO will perform all Live Scan Security Clearances, in accordance with the minimum criteria beginning with number six (6) listed in this section, for potential staff, volunteers and any individual who will be in regular contact with the Parolees who will be assigned to work at the **DRC** site(s).

Should the DRP Program Analyst require RRH Security Clearances, the CONTRACTOR and SBCSO shall ensure a Security Clearance is completed by CDCR in accordance with the language listed in this section for all potential staff, volunteers and any individual who will be in regular contact with the Parolees who will be assigned to work at the **RRH** site(s).

The CONTRACTOR shall develop and implement written Security Clearance/Live Scan policies and procedures that include, but are not limited to the following:

1. All current and potential staff, volunteers and any individual who will be in regular contact with the Parolees shall undergo a thorough security clearance.

#### **DRC Staff:**

- a. All Live Scan fees associated with the background check for DRC assignment shall be completed at an SBCSO Live Scan site and fees will be waived by SBCSO.
- b. SBCSO will approve or deny all security clearances for the DRC staff.

#### **RRH Staff:**

The DRC's will provide Reentry and Recovery Housing (RRH) on a bed availability basis. Should the DRP Program Analyst require RRH Security Clearances, the following processes shall be followed:

- a. All Live Scan fees associated with the background check for RRH assignment shall be borne by the RRH site.
  - b. Once the CONTRACTOR obtains the provisional clearance approval documentation, CDCR will provide the Request for Live Scan Service.
  - c. Potential staff shall take the Request for Live Scan Service to a Live Scan location approved by the Department of Justice (DOJ).
  - d. Once the Live Scan is complete, the CONTRACTOR shall return the completed Request for Live Scan Service form to DRPCRSLS@cdcr.ca.gov and fax to the Office of Peace Officer Selection at (916) 255-3302 within twenty-four (24) hours of completion.
  - e. CDCR will approve or deny all RRH security clearances.
2. Criteria for denial or approval of security clearances include, but are not limited to, the following:
    - a. The CONTRACTOR shall not employ individuals with a conviction history involving drug trafficking in a prison/jail, escape or aiding/abetting escape, battery on a Peace Officer or Public Official, or any violations of Penal Code (PC) Sections 4570-4574 (Unauthorized Communications with Prisons and Prisoners, offenses).

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3. Certain applicants, volunteers, and Subcontractors will require DRP management review as a result of their criminal history. These case-by-case reviews will consider factors such as the individual's criminal conduct, the type of work to be performed by the individual, the time elapsed since the criminal conduct, and the individual's own rehabilitative efforts. The DRP Chief or designee, shall review the following ex-offenders on a case-by-case basis and provide a written determination of whether or not the applicant will be approved to work with DRP Parolees:
  - a. Ex-offenders that fall under Health and Safety (H&S) Code Section 11590 and/or PC 457.1 shall have completed registration requirements, and employment will not violate those requirements.
  - b. Ex-offenders with a conviction history involving a serious felony offense as defined by PC 1192.7.
  - c. Ex-offenders with a conviction history involving a violent felony offense as defined by PC 667.5(c).
4. Ex-offenders who are on active parole or probation will require DRP management review as a result of their criminal history. These case-by-case reviews will consider factors such as the individual's criminal conduct, the type of work to be performed by the individual, the time elapsed since the criminal conduct, and the individual's own rehabilitative efforts.

The DRP Deputy Director and the Division of Adult Parole Operations (DAPO) Deputy Director or designee(s) shall review the following ex-offenders on a case-by-case basis, and provide a written determination of whether or not the applicant will be approved to work with DRP Parolees. The approval will be consistent with the Department Operating Manual, regulations, the statutes, and meet the following criteria:

- a. In good standing, as determined by CDCR or County Probation.
  - b. Must have the Agent of Record (AOR) or Probation Officer written approval on department letterhead.
  - c. Do not reside or not enrolled as a participant at the program for which they are requesting security clearance.
  - d. Must follow all terms and conditions of Parole, Probation, registration requirements (with the exception of PC 290 registration, refer to below requirements).
  - e. Ex-offenders that fall under PC 290 shall have completed registration requirements, and employment will not violate those requirements. PC 290 registrants must follow all terms and conditions of Parole, shall have completed a minimum of 50% of the Parole Supervision term, and must have successfully completed or actively participating in any and all sex offender specific programming services.
5. The CONTRACTOR is responsible for notifying SBCSO and the Program Analyst of employment termination of any individual who has received a security clearance from CDCR. The CONTRACTOR must submit CDCR Form 1797 No Longer Interested Notification Form to DRPCRSLS@cdcr.ca.gov.

#### **G. Staff Training**

The CONTRACTOR shall ensure all staff receives initial and ongoing training within thirty (30) calendar days of hire or within thirty (30) calendar days of contract execution. The CONTRACTOR may request an extension in writing from the Program Analyst; requests will



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be reviewed on a case-by-case basis. All training documentation shall be placed in the employee personnel file and input into ARMS. At a minimum, each employee shall receive training in the following:

1. Employee Orientation
2. CPR/First Aid
3. Motivational Interviewing (MI)
4. Sexual Harassment Prevention
5. Emergency Procedures
6. Confidentiality (Title 42 Code of Federal Regulations (CFR) Part 2)
7. Health Insurance Portability Accountability Act (Title 45 CFR Part 164)

#### H. Requirements

1. The CONTRACTOR shall ensure the following:
  - a. Personnel records shall be complete and maintained for each employee and shall be available to SBCSO and CDCR for review.
  - b. Performance evaluations shall be conducted annually, documented, and retained in personnel files.
  - c. Notify SBCSO and DRP Program Analyst(s) in writing of any resignation, reassignment or dismissal of any required personnel identified within twenty-four (24) hours of the action, no later than the next business day.
  - d. Provide a copy of the Employee Handbook to SBCSO within forty-five (45) calendar days of award of this Agreement. All updates, revisions, and modifications shall be provided to SBCSO within five (5) calendar days. The Employee Handbook shall be reviewed and approved by SBCSO and CDCR.
  - e. The Contractor shall establish minimum competencies for staff positions providing services to Parolees. Competencies shall be expressed in terms of knowledge, skills, abilities, experience and education. Minimum competencies for staff working directly with Parolees shall include a high school diploma or equivalent.
  - f. Recruitment, selection, hiring, training, supervision and retention of staff necessary to carry out all functions of the Agreement. The CONTRACTOR shall employ a sufficient number of staff to ensure all program components are delivered in accordance to the Agreement. Ensure that all staff responsible for program curriculum delivery requirements in accordance with the Agreement.
  - g. The CONTRACTOR shall provide DRC staff with initial and bi-annual in-service training regarding the background and purpose of the DRC, SBCSO and CDCR policies and procedures, the principles of evidence-based programming, the application of any DRC program forms, and the characteristics of the services offered.

#### I. Policy and Procedure

At the time of award, and within twenty-four (24) hours of organizational updates, the CONTRACTOR shall provide to SBCSO, written personnel policies and procedures that include, but are not limited to, the following:

1. Development and maintenance of personnel files.
2. Development, maintenance and training of Employee Orientation.
3. Performance evaluation process.

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4. Development and maintenance of “drug free workplace”. Prospective and current staff shall comply and acknowledge receipt of the “drug free workplace” policy. A signed copy shall be maintained in the employee’s personnel file.
5. Work hours
6. Staff benefits (e.g., vacation, sick leave, insurance, retirement, etc.)
7. Promotions
8. Pay increases
9. Hiring and termination conditions and requirements.
10. Provision of recruitment, selection, hiring, training, supervision and retention of staff.
11. The CONTRACTOR shall have a written sexual harassment policy in compliance with SBCSO and CDCR policy and procedures and state/federal laws.
12. The CONTRACTOR shall not discriminate against any employee or job applicant based on race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, gender or sexual orientation.
13. The CONTRACTOR shall establish written policy and procedures in compliance with SBCSO and CDCR policy and procedures, which prohibit DRC employees from fraternizing with Parolees and their families.
14. The CONTRACTOR shall establish a written contingency plan to be implemented in the event of employee job actions, which may disrupt the facility’s daily operation (e.g., strikes, sick-outs, sit-ins).
15. The CONTRACTOR shall establish an employee grievance procedure to address unresolved labor issues.

#### J. DRC Required Staffing

##### 1. Program Director/Center Manager

The DRC Program Director/Center Manager is responsible for the overall administration of the DRC program. Working with Santa Barbara County Sheriff’s Department and CDCR, the planning direction, and coordination of all program activities shall be the direct responsibility of this position. This position is responsible for the selection and training of staff, monitoring program effectiveness, supervision of the Case Worker, negotiating housing with RRH staff, coordinating invoices, submitting required reports, and managing all required contract services.

Responsibilities include, but not limited to, the following:

- a. Development, management and oversight of all contracted and subcontracted facilities and services.
- b. Ensure the efficient operations of contracted and subcontracted facilities.
- c. Supervise all program staff positions.
- d. Remain responsible for logistics related to food, program equipment and compliance with the Agreement.
- e. Development of quality control procedures to ensure high quality service.
- f. Assist in resolving programmatic and personnel problems.
- g. Conduct staff meetings with all employees to discuss personnel and program issues and assign other duties as needed.
- h. Remain knowledgeable in the programmatic process and be able to define and identify program methodology, counseling modalities, program design needs, the various facets

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of the program and the principles and techniques of individual counseling and small and large group counseling.

- i. Manage caseworker functions and supervise caseworker staff.
- j. Ensure the Case Management Plan (CMP) is being followed.
- k. Participate in case conferences.
- l. Make appropriate referrals to outside agencies as necessary.

#### **Minimum Qualifications:**

It is desired, but not mandatory, to possess an Alcohol and Drug Counselor Certification from an accredited certifying organization.

The Program Director/Center Manager shall possess a four (4) year degree in the Social Sciences or a related field and two (2) years of experience working with a criminal justice population. Additional experience may be substituted for education on a year for year basis, or Possess six (6) cumulative years of full-time administrative experience with a criminal justice population.

#### **2. Caseworker**

This position shall be responsible of assessing client needs, evoking motivation to change, problem-solving, information giving, and referrals other outreach programs. Parolee to Caseworker caseload ratio is 40:1.

Responsibilities include, but are not be limited to the following:

- a. Provide face-to-face services to the DRC parolees’;
- b. Develop CMPs for parolees;
- c. Develop and monitor the parolee’s progress relative to their CMP;
- d. Make appropriate referrals to outside agencies;
- e. Maintain progress notes in parolee files;
- f. Keep the AOR apprised of parolee’s progress; and
- g. Develop an exit plan to include discharge and aftercare information.

#### **Minimum Qualifications:**

The Caseworker shall possess an Associates of Arts or Associates of Sciences degree from a granting institution accredited by the WASC or equivalent and a minimum of two (2) years of experience working with the criminal justice population; or shall possess a high school diploma, or its equivalent, and a minimum of four (4) years of experience working in a similar position with the criminal justice population.

#### **3. Job Developer**

The Job Developer shall provide direct services to Parolees who have demonstrated that they are ready to transition to employment.

Responsibilities shall include, but are not limited to, the following:

- a. Assess parolee to determine training and Career Technical Education (CTE) needs;
- b. Assist in formulating plans to achieve occupational goals and refer parolees to appropriate employers, training and educational facilities or other community agencies and organizations;

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- c. Develop a network of prospective employers (e.g., trade associations, labor unions) within the Program Area that will work with Parolees to secure gainful employment;
- d. Liaison with SBCSO, DAPO and DRP on participant employment related policy issues as directed by the Center Manager;
- e. Collect and maintain employment data for the Program Area;
- f. Provide counseling to assist parolees in analyzing and evaluating their skills and aptitudes for employability;
- g. Provide information on occupational opportunities, job requirements, training and rehabilitation resources;
- h. Provide employment services including résumé writing, mock interviews, time management, how to get along with others in a work environment, and how to follow instructions;
- i. Assist parolee with assembling documents as necessary to legally work within California (e.g. California ID, Social Security Card, etc.);
- j. Mentor the parolee in disclosing appropriate information regarding past convictions and/or parole status to the employer;
- k. Work with parolee once they have been employed to address issues that may arise after job placement;
- l. Obtain verification of parolee employment; and
- m. Identify and establish a working relationship with local area employers to assist with the recruitment of parolees.

#### **Minimum Qualifications:**

The Job Developer shall possess a BA or BS degree from a granting institution accredited by the WASC or equivalent and a minimum of one (1) year of experience as a Job Developer or similar position; or shall possess a high school diploma, or its equivalent, and a minimum of four (4) years of experience as a Job Developer or similar position.

#### **4. Certified Alcohol and Other Drug Counselors**

The Alcohol and Other Drug (AOD) Counselors are responsible for the delivery of the face-to-face substance use disorder activities with Parolees. The counselor to participant caseload ratios shall not exceed 1 to 40. This position is a key position of the CONTRACTOR's staff if Substance Use Disorder (SUD) services are provided by the CONTRACTOR on site.

Duties and responsibilities shall include, but are not limited to, the following:

- a. Conduct initial interviews/assessments of Parolees assigned to the program;
- b. Conduct group substance abuse counseling sessions, at a 1 to 18 ratio for group sessions;
- c. Prepare a detailed specific substance use disorder plan for each parolee on his/her caseload;
- d. Evaluate the progress of each participant through bi-weekly one- on-one counseling sessions;
- e. Work with the participant's family to create a support network for the participant's return to the community;
- f. Notify the Supervisor of any problems/issues involving any program or parolee services; and,

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- g. Conduct initial interviews of parolee assigned to the SUD program.

**Minimum Qualifications:**

The Certified AOD Counselor shall possess an Associate of Arts or Associate of Sciences degree from a granting institution accredited by the WASC or equivalent and/or high school diploma or equivalent; and a minimum of three (3) years of full time experience of counseling duties with a criminal justice population in a substance abuse program; and have an Certified AOD Counselor Certification by an agency approved and recognized by the California Department of Health Care Services (DHCS). Additionally, applicants who have completed the Offender Mentor Certification Program (OMCP) and having obtained AOD Certification may be considered for this position.

Staff providing Substance Use Disorder (SUD) counseling services such as: intake, assessments, management planning, individual or group counseling, or transitional planning to the Parolees are required to have an AOD certification from an accredited organization recognized by the Department of Health Care Services (DHCS) within six (6) months of hire. Licensed professionals, including licensed physicians, psychologists, clinical social workers, and registered interns are exempt from this certification requirement.

**5. Cognitive Behavioral Therapy (CBT) Facilitator(s)**

The Cognitive Behavioral Therapy (CBT) Facilitator is responsible to facilitate the delivery of CBT curriculum to the Parolees. The facilitator to participant ratio shall be no greater than 1:18 staff to participant.

Duties and responsibilities shall include, but are not limited, to the following:

- a. Be trained as facilitators in the evidence-based CBT curricula selected to address Anger Management, Criminal Thinking and Family Relationships;
- b. Deliver the selected evidence-based CBT programs;
- c. Deliver Life Skills program to Parolees;
- d. Evaluate progress of Parolees with Case Manager and AOD Counselor;
- e. Work with Parolees on their Case Management Plans (CMP); and,
- f. Conduct group and individual meetings utilizing MI techniques.

**Minimum Qualifications:**

The CBT Facilitator shall possess an Associates of Arts or Associates of Sciences degree from a granting institution accredited by the WASC or equivalent and a minimum of two (2) years of experience working with the criminal justice population; or shall possess a high school diploma, or its equivalent, and a minimum of four (4) years of experience working in a similar position with the criminal justice population.

**VI. PROGRAM DESIGN**

The CONTRACTOR shall ensure the design, development, and implementation of programs, policies and procedures that are evidence-based, gender-responsive, trauma-informed, culturally competent, family-focused, strength based, while employing MI techniques.

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The CONTRACTOR shall provide, at time of contract execution, policies and procedures describing each activity identified in this section. The CONTRACTOR shall ensure all programming incorporates, at a minimum, the following:

**A. Evidence Based Programs (EBP)**

The CONTRACTOR shall ensure the provision of integrated programming approaches based on theories that fit the psychological, social, and developmental needs through EBP. These areas include, but are not limited to: physical, sexual and emotional abuse, family relationships, trauma, substance use disorders, co- occurring disorders, educational, and vocational skills.

The CONTRACTOR shall ensure the utilization of EBP through appropriate training and technical assistance to ensure programming is implemented with fidelity to the model to achieve the desired outcomes. The CONTRACTOR shall bear all costs related to implementation and maintaining the integrity/delivery of programming.

**B. Evidence-Based Curriculum**

All program components delivered by the CONTRACTOR shall be evidence-based curricula selected from the Pew-MacArthur Results First Clearinghouse Database that show positive effects or promising practices at the intervention or curricula level. The curriculum shall be submitted for approval for use to DRP; Staff Services Manager II, or designee. Only approved curriculum shall be used in the delivery of the program components.

**C. Gender Responsivity**

The CONTRACTOR shall ensure all services encompass, at a minimum, the following: creating an environment through site and staff selection, program development, content and materials that reflect an understanding of the realities of specific genders. The CONTRACTOR shall ensure all programming approaches are based on theoretical perspectives that acknowledge gender specific pathways into the criminal justice system.

**D. Cultural Competence**

The CONTRACTOR shall ensure all services encompass, at a minimum, the following: the process by which individuals and systems respond respectfully and effectively to people of all cultures, languages, classes, races, ethnic backgrounds, disabilities, religions, genders, sexual orientation, and other diversity factors. Cultural competence requires such responses in a manner that recognize, affirm and value the worth of individuals, families and communities, while protecting and preserving the dignity of each.

**E. Trauma Informed**

Trauma is the experience of violence and victimization including sexual abuse, physical abuse, severe neglect, loss, domestic violence, and/or the witnessing of violence, terrorism, or disasters. Trauma and addiction are interrelated issues in the lives of individuals incarcerated or on parole. The CONTRACTOR shall ensure all programming services are provided with the understanding of trauma informed principles and how deviations from these principles may trigger trauma related responses.

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#### F. **Family-Focused**

The CONTRACTOR shall ensure the provision of services to strengthen family systems by encouraging families to become self-reliant, promote healthy family reunification, and positive parenting, while providing a course specific to developing effective parenting skills.

#### G. **Strength-Based**

The CONTRACTOR shall ensure the provision of services, which build upon the participant's strengths in order to raise motivation for participation by empowering Parolees to recognize personal responsibility and accountability, while providing positive behavior support through peers or mentors with the utilization of positive reinforcements.

#### H. **Motivational Interviewing Techniques**

The CONTRACTOR shall employ MI techniques to initiate and maintain Parolees' behavior changes throughout the duration of programming services.

### VII. **PLACEMENT, PLANNING AND ORIENTATION SERVICES**

#### A. **Eligibility & Referrals**

All parolees are eligible for the programs and services available through DRC; however, SBCSO or CDCR shall have the final decision regarding placement referrals and retains the right to remove parolees from the program at any time. SBCSO and CDCR reserves the right to approve or deny any placement.

The CONTRACTOR shall accept placement referrals and coordinate intake from the parolee's AOR. All placement referrals shall be confirmed with an Activity Report CDCR Form 1502. The CONTRACTOR shall ensure each referral is administratively processed within three (3) business days of receipt, based on information received from CDCR. The participant shall receive initial placement upon release or as defined by the referral documents. The CONTRACTOR shall provide reasonable accommodations for Parolees with disabilities eligible to receive services.

#### B. **Intake and Secondary Assessment**

1. The CONTRACTOR shall ensure within the first 24 hours of the parolee's arrival to the DRC, excluding weekends and official holidays, that an intake is complete.
2. The CONTRACTOR shall use an evidence-based, secondary assessment tool to determine the extent of the parolee's specific program need(s). The results of the assessment shall be used to develop the goals and objectives of the CMP. The CONTRACTOR shall ensure the assessment results and its significance in the development of the CMP are understood by staff.
3. The CONTRACTOR shall complete the secondary assessment within seven (7) business days of intake.
4. A copy of the completed assessment shall be placed in the CMP file, input into ARMS and provided to the CBP for each participant.
5. DRP reserves the right to change the specified assessment tool used, and/or require

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additional assessments with a 30-day notice to the CONTRACTOR.

#### C. Orientation

1. Develop and ensure that all parolees receive an Orientation Program Handbook immediately upon arrival. The handbook shall include, but is not limited to:
  - a. Policies and procedures governing personal conduct;
  - b. Employment, education, and counseling;
  - c. Medi-Cal enrollment, self-improvement, and substance abuse education & relapse prevention;
  - d. Victim awareness, mail, visiting, and use of facility telephones;
  - e. Appeals, daily activities, passes, and substance abuse testing;
  - f. Paid employment, maximum amount of cash permitted onsite, parolee grievance process and the role of each staff person at the facility.
2. Conduct an initial orientation within 24 hours of the parolee's arrival at the DRC facility, excluding weekends and official holidays. At a minimum, the orientation shall consist of clear expectations of the parolee, program rules and a review of the Orientation Program Handbook.
3. An acknowledgment of the orientation shall be signed by the staff person conducting the orientation and the parolees and retained in the parolees file.
4. Provide a copy of the Orientation Program Handbook to the DRP Program Analyst(s) within 30 calendar days after contract commencement. Handbook shall be reviewed and approved by DRP Analyst. All updates, revisions and modifications shall be approved by and provided to CDCR within 30 days.

#### D. Case Management

1. Case Management Plan (CMP)

Upon completion of the secondary assessment(s), the contract staff shall prepare a written individualized CMP for each parolee within ten (10) business days of intake. The CMP shall address the individual needs of the parolee and shall target each need based on the results of both the Correctional Offender Management Profiling for Alternative Sanctions (COMPAS) and the secondary assessment(s). The CMP shall consist of the following elements (at a minimum):

  - a. Participant's name: first and last;
  - b. Participant's CDCR number;
  - c. Rehabilitation programming goals and objectives;
  - d. Specific action items to achieve each goals and objectives;
  - e. Target date(s) for achieving each goals and objectives; and,
  - f. Date of completion for each goal.

A copy of the current CMP shall be maintained in the participant's file unless otherwise approved by the Program Analyst in writing and in ARMS, through the use of action plan related forms. A copy of the assessment results and the CMP shall be provided to the SBCSO and AOR upon request.



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#### 2. Case Management Sessions

The CONTRACTOR shall provide, at a minimum, one (1) case management session per month with each participant. The CONTRACTOR shall update the CMP and the discharge plan during monthly one-on-one Case Management sessions. The updated CMP shall be signed and dated by the parolee and the Counselor. Each session must be documented in ARMS, through the use of a case note form.

#### E. Discharge Plan

The CONTRACTOR is responsible to ensure every participant shall have a discharge plan to be initiated within thirty (30) calendar days of admission to the program with updates occurring every thirty (30) calendar days thereafter. Parolees shall be involved in creating and updating discharges plans with their assigned counselor. A copy of the discharge plan shall be maintained in the participant's file unless otherwise approved by the Program Analyst in writing.

All discharge plans shall be input in ARMS and include, but are not limited to, the following:

1. Residency accommodations;
2. Mental health/medical information;
3. Employment;
4. Continued education; (if applicable)
5. Transportation options;
6. Substance Use Disorder maintenance to include, at a minimum;
7. List of local area self-help group meetings; and,
8. Relapse prevention information.

#### F. Exit Interview

The CONTRACTOR shall conduct exit interviews and provide certificates of completion to parolees who complete all of the components listed in their CMP.

### VIII. PROGRAMMING COMPONENTS

The CONTRACTOR shall ensure the administration of curriculum, management of the program and reporting of each participant enrolled. The CONTRACTOR shall develop and maintain policy and procedures describing in detail how programming services will be monitored to ensure successful programming and contract compliance. Parolees shall only be placed into those services that will address assessed needs.

Development and implementation of programming services shall include, but are not limited to, the following:

#### A. Programming Requirements

1. All programming components shall be provided on-site at the DRC unless prior written approval is received by the DRP Program Analyst;
2. Programming services are to be interactive with active participation offered on an open entry/open exit basis, if possible;
3. Parolees are engaged throughout each program day in program-related activities and services;
4. All programming services shall be documented through the use of ARMS;

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5. Programming shall be provided twice daily for a minimum duration of (2) hours, Monday through Friday, with morning and evening programming available;
6. Weekend programming shall be provided once daily, for a minimum duration of two (2) hours, on Saturday;
7. An alternate program track for those Parolees who have already completed a treatment regimen while in prison is available; and
8. All materials (e.g., workbooks, videos) to be utilized for the required programming are made available to the Parolees.

#### **B. Cognitive Behavioral Therapy Based Interventions**

The CONTRACTOR shall provide evidence-based interventions based on the principles of CBT to encourage parolees to adopt a pro-social, law-abiding lifestyle and help them obtain the skills necessary to function as productive members of society. The CBT curricula shall be geared toward helping parolees interpret social cues, identify and compensate for distortions and errors in thinking, generate alternative solutions, and make decisions about appropriate behavior. The CONTRACTOR shall administer the curriculum, manage the program and report on each parolee enrolled by making notations in parolees' CMP.

At a minimum, the CBT curricula shall include:

##### **1. Anger Management**

The CONTRACTOR shall provide CBT curriculum to include anger management programming to address parolees who have aggressive and anti-social behavior. The goal shall be to help displace out-of-control destructive behaviors with constructive pro-social behavior.

##### **2. Criminal Thinking**

Criminal Thinking session is a delivery method to address participants that have anti-social thinking and criminal behavior. The curricula shall include, at a minimum, moral development, narcissism, low self-esteem, resistance to change, defensive attitudes, reasoning, and behavioral traits that lead to criminal activity.

##### **3. Family Relationships**

Family Relationships session is a delivery method to address participants that are estranged from and/or have dysfunctional family relationships. The curricula shall include, at a minimum, family and parenting skills. The CONTRACTOR shall provide liaison services between participants and their families. The goal is to strengthen and/or renew family foundations by minimizing stress and anxiety during parole and promoting healthy family values and parenting skills.

#### **C. Substance Use Disorder (SUD) Services**

The CONTRACTOR shall provide non-residential (outpatient) SUD services to those parolees assessed with a SUD need. SUD services shall be provided in both group and individual sessions and shall include at a minimum substance abuse education, relapse prevention and planning services. Attendance shall be according to a planned and specified schedule as identified in the Participant's CMP.

The CONTRACTOR shall ensure the following:

1. SUD services are provided on site at the DRC or via a Subcontractor.
2. Subcontracted services shall be documented and kept on file at the DRC.

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3. All SUD services are provided by a certified alcohol and drug counselor, per CCR Title 9, Chapter 8. Documentation verifying the staff member is certified must be kept on file at the DRC.
4. Written policies and procedures pertaining to SUD services shall be placed in an operations manual located on site at the DRC facility.

#### **D. Alcohol and Drug Screening**

The CONTRACTOR shall use a non-invasive alcohol and drug screening process to test Parolees for alcohol and/or illicit drug use. All test results shall be input into ARMS.

1. The CONTRACTOR shall test parolees on a random basis and for probable cause if behavior is exhibited consistent with being under the influence.
2. The CONTRACTOR and/or their Subcontractors may utilize Instant Test Urinalysis (UA) Test Strips.
3. All Parolees who test positive for alcohol or illicit drugs shall be reported to the AOR within twenty-four (24) hours.
4. Any parolees refusing to test shall be reported to the AOR/Officer of the Day/Unit Supervisor immediately.

#### **E. Life Skills**

The CONTRACTOR shall provide basic Life Skills programming to help parolees live successfully and function in their multiple roles as members of a family, community and workforce. Life Skills programming shall include, at a minimum:

1. Effective Communication;
2. Victim Awareness;
3. Healthy Relationships and Counseling Services;
4. Health and Personal Hygiene; and
5. Financial Literacy.

#### **F. Education / Literacy**

The CONTRACTOR shall provide education services. The CONTRACTOR shall ensure the curriculum used focuses on basic proficiency in reading, writing, math and employability skills. The CONTRACTOR shall use an evidence-based reading instruction program or provide access through community partnerships with our local colleges. If providing evidence-based reading instruction on site, the CONTRACTOR shall use evidence-based assessments practices while providing additional instruction in reading comprehension to increase High School Equivalence (GED/HiSet/TASC) passage rates.

The CONTRACTOR shall assess the parolee's educational needs and ensure the parolee receives the appropriate level of education services. Through partnerships with Santa Barbara City College and Alan Hancock College, the Contractor shall refer those DRC participants who need educational services to these locations.

The Case Manager shall monitor and document participant progress toward stated educational goals in the CMP.

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#### G. **Employment Services**

##### 1. **Job Development**

The CONTRACTOR shall offer a variety of resources to transition parolees into long-term sustainable work. The CONTRACTOR shall provide a structured employment program with assistance from the Job Developer. The CONTRACTOR shall assist the parolees in enrolling in any career technical education and/or college courses.

##### 2. **Employment Skills**

The CONTRACTOR shall evaluate and determine unemployed parolee's skills. The CONTRACTOR shall take into consideration their assessed needs based upon any career technical education, college courses and/or degrees or training received while incarcerated. This programming shall include, but is not limited to:

- a. Employment Preparation;
- b. Résumé Writing;
- c. Social Skills;
- d. Interviewing Skills; and
- e. Job Searching.

#### H. **Transitional Job Program**

The CONTRACTOR shall work with local employers to develop and implement a transitional job program that will make entry-level employment opportunities available to eligible parolees while they are searching for long-term, sustainable employment.

##### 1. **Job Placement**

The CONTRACTOR shall actively seek long-term, full-time employment opportunities for parolees. The CONTRACTOR shall track and report data on parolee's training and transition to long-term, sustainable work, including job placement and retention.

##### 2. **Caltrans Parolee Work Crew Program (if applicable)**

CDCR and the California Department of Transportation (Caltrans) have established Parolee Work Crew Program to perform litter abatement activities in various locations throughout the State. If a Caltrans Parolee Work Crew Program becomes available within the pre-defined radius of the DRC site(s) the requirements are as follows:

The CONTRACTOR shall support and work in collaboration with CDCR, Caltrans and designated work crew contractors in supporting and incorporating all program processes and activities associated the Caltrans Work Crew Program.

With the approval of the DRC Caseworker and the AOR, parolees participating in the DRC employment component shall be eligible to participate in the Caltrans Work Crew. The CONTRACTOR shall accommodate and incorporate Caltrans Work Crew activities into the DRC programming schedules.

Parolee participation in the Caltrans Work Crew component is limited to parolees who are actively enrolled and have participated consistently in programming at the DRC for no less than 30 days.

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While on the Caltrans Work Crew, parolees shall continue to be consistently engaged in DRC programming as determined by the DRC Caseworker.

The CONTRACTOR shall ensure eligible parolees are afforded the opportunity to participate on the Caltrans Work Crew.

All Caltrans Parolee Work Crew Program contractual requirements will be provided if made available.

#### I. **52-Week Batterer's Program**

The CONTRACTOR shall make available a CDCR or court-approved 52-Week Batterer's Program for parolees who have a case history of inflicting domestic violence on others, or who have a special condition of parole to attend a Batterer's Program.

1. The CONTRACTOR /Subcontractor must be certified as an approved Batterer's Program provider per PC Section 1203.098. The provisions of the Batterer's Program shall be administered pursuant to PC Section 1203.097.
2. Subcontracted services shall be documented and kept on file at the DRC.
3. If the CONTRACTOR administers the program on site, the services may be provided by any DRC contracted staff, as long as they are qualified as a certified instructor and meets the criteria outlined in PC Section 1203.098. Documentation verifying the staff member is a certified instructor must be kept on file at the DRC.
4. Program participation time may be extended by DRP

#### J. **Parolee Transportation**

The CONTRACTOR shall ensure parolees have transportation to attend the DRC as well as community resource appointments, job interviews, job fairs, and other employment related activities through the use of public transportation (i.e. bus tokens) or by contracted transportation. Public Transportation must be located within one half mile of the DRC facility.

If bus tokens are provided, they should not exceed two (2) tokens per day unless otherwise described in the policies and procedures as to when a parolee is eligible for more than two (2) tokens per day.

The CONTRACTOR shall complete the Bus Token Log identifying the following:

1. Parolees name and signature;
2. CDCR number;
3. Date issued; and,
4. Reason the token was issued.

#### K. **Positive Reinforcements/Motivational Incentives**

The CONTRACTOR shall have a plan to encourage enrollment, attendance, and completion through the use of Positive Reinforcements and Motivational Incentives. Motivational Incentives may be acquired through donation or purchase. Vouchers/gift cards shall not exceed a face value of \$50.00 without prior written CDCR approval. No

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direct cash awards to Parolees are allowed. The CONTRACTOR shall maintain written policies and procedures on the Motivational Incentive program.

Positive reinforcements and Motivational Incentives may include, but are not limited to, the following:

1. Positive verbal motivations;
2. Certificates of completion;
3. Graduation ceremonies;
4. Work equipment/attire;
5. Enrollment in community college with purchase of books; and,
6. Vouchers/gift cards.

All incentives shall be documented on the Motivational Incentives Log including the parolee's name and CDCR number, which shall be submitted with the CONTRACTOR's monthly invoice. The CONTRACTOR shall maintain onsite written policies and procedures in their operations manual on its Motivational Incentives Program.

#### L. **Community Services Partnerships**

The CONTRACTOR shall maintain community resources in which parolees can be referred outside of the DRC. These community resources must include, but are not limited to: medical and mental health services, food and clothes banks, volunteer work, and benefits such as food stamps for parolees. The CONTRACTOR shall have a policy in place to refer parolees to local, charitable organizations for clothing needs.

### IX. **FACILITY REQUIREMENTS**

The CONTRACTOR shall maintain all applicable and current licenses, certifications, and permits on-site for the duration of this Agreement. The CONTRACTOR shall ensure facilities providing services under the terms of this Agreement comply with the following:

#### A. **DRC Site**

##### 1. **County of Operation and Daily Capacity**

The CONTRACTOR shall maintain the facility site(s) within Santa Barbara County to operate the DRC and provide services that are adequate to serve a combined total minimum daily capacity of 100 parolees. All site locations must be 290PC compliant.

##### 2. **DRC Documentation**

During the term of this Agreement, the CONTRACTOR shall maintain and provide SBCSO with the following:

- a. Valid Lease Agreement or Intent to Lease Agreement (initial site inspection only), or proof of ownership;
- b. Valid Business License;
- c. Valid Fire Clearance, if applicable;
- d. Current Certificate of Liability Insurance;
- e. Valid Pest Control contract;
- f. Conditional Use Permit;

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The CONTRACTOR shall have available an approved Conditional Use Permit (CUP). If a CUP is not required by the local government, the CONTRACTOR shall acquire a letter from the city/county stating a CUP is not required. And;

g. **Zoning Letter:**

The CONTRACTOR shall have available an approved zoning letter issued by the city/county where services will occur. The zoning letter must be signed by an official of the city or county indicating that the facility location is not in violation of any zoning requirements and that the city/county does not object to the services being provided at the specified address.

**3. ADA Accommodations**

The CONTRACTOR shall provide reasonable accommodations for parolees with disabilities, in accordance with Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. Section 12131.

**4. Schedules**

The Contractor shall ensure the DRC will remain open to parolees on an average of 6 days for 58 hours per week to include limited program schedule for holidays. In general, the DRC remains open to parolees continuously between the hours of 9:00 a.m. to 8:00 p.m. Monday through Thursday, 9:00 a.m. to 7:00 p.m. on Friday and 9:00 a.m. to 1:00 p.m. on Saturday and with a limited program schedule for Holidays. A schedule must be submitted at time of contract commencement. If the DRC has a Caltrans Work Crew, the hours of operation shall be approved by CDCR. The following are observed holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Any changes to the operating hours must be approved in advance by SBCSO, and may require DRP approval.

**5. Population**

The CONTRACTOR shall be responsible for obtaining written approval from DAPO regarding any requests for mixed populations (e.g. county, city, federal, private entity programs, etc.) that may be co-located in any DRC facility. Upon DAPO's approval, the CONTRACTOR shall obtain approval from the DRP Chief or Designee. The CONTRACTOR shall provide a copy of DAPO's written approvals to the DRP Program Analyst within 30 days of notification and prior to program implementation. In addition, CDCR reserves the right to request a detailed cost allocation plan of all programs operating at the DRC site and to review the criminal history of non-DRC Parolees residing in the facility.

**6. Length of Stay/Extension**

The length of stay for parolees shall be up to 180 days. An extension may be granted (not to exceed one (1) year), based on assessed need, and shall be permitted with prior approval by the DRP Analyst through the use of the ARMS Extension Request Form. If a parolee is enrolled in the 52 Week Batterer's Program and/or Vocational Employment Programs, an extension request to complete the program is not required.

**7. Safety/Supervision**

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During the hours of operation, the Contactor shall ensure the staff on site can adequately provide security and supervision at the ratio identified in Section V, Subsection A, Staffing Plan.

#### 8. CDCR/DAPO Office Space

The CONTRACTOR shall provide adequate, private, office space designated solely for one (1) DAPO representative assigned to the Santa Barbara DRC. This office space shall include a working telephone with local service and broadband internet connection. (Broadband internet service is defined as either a cable or DSL connection. This connection can be provided via a router from an existing connection already in place at the DRC facility.) In the Santa Maria site, CONTRACTOR shall provide adequate private office space for the exclusive use of Parole staff as agreed upon by the CONTRACTOR and Parole.

#### 9. Meals

At a minimum, the CONTRACTOR shall provide wholesome refreshments and snacks for parolees during the course of the day. Snacks shall include, but are not limited to: fresh fruits and vegetables, oatmeal or warm cereal or deli-type sandwiches.

If the CONTRACTOR provides the parolees with full meals, the proposal must state such will occur. Meals shall be nutritionally balanced and be budgeted according to the United States Department of Food and Agriculture low cost meal rates. Upon written request and with adequate justification and verifiable support from a representative of an established and recognized religion, parolees shall be provided provisions for special diets related to their religious preferences and practices. Parolees shall be provided provisions for special diets for medical reasons with a medical practitioner's written instructions.

The CONTRACTOR shall complete the Meal Log for each meal served and include it with the monthly invoice. Parolees must attend program the same day they sign-in for meals. If meals are prepared at the DRC or are catered, the CONTRACTOR shall ensure that the DRC food services comply with all state and local health and safety codes. Non-compliance with state and local health and safety codes may result in the immediate termination of this Agreement.

#### 10. Telephone/Calls

The DRC shall provide parolees with accessible on-site telephones. The CONTRACTOR shall provide a Telecommunication Device for the Deaf (TDD) and other assisting equipment upon request.

The CONTRACTOR shall prepare and adopt written policies and procedures for the use of telephones and cell phones regarding the time of day they may be used, frequency, length of telephone calls, and prohibition on receiving incoming calls. This policy shall be disseminated to each parolee upon entrance to the DRC.



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If DRC staff receives an emergency or program related telephone call for a parolee, the caller's name, telephone number and nature of the call shall be taken down by staff and given to the parolee at the earliest possible opportunity.

#### **B. Reentry and Recovery Housing (RRH)**

The CONTRACTOR shall provide short term RRH facilities with minimal barriers to enrollment, so that periods of sobriety, income requirements, clean criminal records, or clear eviction histories are not required, subject to safety and security of other housing Parolees, state law, or conditions of parole.

Parolees voluntarily reside in the RRH housing setting which is targeted towards individuals in recovery with and abstinence focus. Parolees engaged in services shall be offered resources to help achieve goals focused on stable income, employment, permanent housing, and housing stability. Holistic services and peer-based recovery supports are available to Parolees while enrolled in the RRH facility or through other reentry programs. Services shall align with the participant's choice and prioritization of personal goals of sustained recovery and abstinence from substance use. The CONTRACTOR shall ensure the following:

1. Parolees shall be enrolled in the DRC in order to receive RRH services. On a case-by-case basis, as approved by SBCSO, RRH may be the only service provided by the DRC;
2. RRH shall be made available to parolees who have an assessed housing need;
3. CONTRACTOR's are encouraged to provide RRH to PC 290 parolees;
4. RRH facilities may be occupied by tenants other than CDCR referrals;
5. RRH services shall be documented and kept on file at the DRC;
6. Parolees shall be provided personal privacy space, 24/7 access to the residence, and community space for resident gatherings and meetings, subject to residency guidelines or rules;
7. The CONTRACTOR shall have RRH available to a minimum of 35 percent of the daily capacity;
8. The cost of the RRH shall not exceed \$35.00 per day per parolee and shall include three (3) meals per day. The CONTRACTOR shall ensure consistent housing plans are developed for each parolee receiving RRH. The CONTRACTOR may develop a housing plan, which requires the parolee to incrementally pay portions of the daily RRH rate. In cases where the parolee funds any portion of the daily RRH rate the CONTRACTOR shall reduce the daily RRH rate invoiced to CDCR;
9. Parolees housed at RRH facilities shall be provided with prepared meals, provisions, or the ability to secure the provisions to prepare three (3) nutritionally balanced meals per day, seven (7) days per week. Upon written request and with adequate justification and verifiable support from a representative of an established and recognized religion, parolees shall be provided provisions for special diets related to their religious preferences and practices. Parolees shall be provided provisions for special diets for medical reasons with a medical practitioner's written instructions;
10. RRH services may be provided by the DRC CONTRACTOR, via a Subcontractor or through a network of RRH providers on a bed availability basis;
11. The RRH community-based provider shall designate a house manager and an alternative house manager to ensure the coverage detailed below. Any staffing is for the purpose of property maintenance and assuring adherence to the rules of residence only;

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12. All RRH facilities shall have a house manager available seven (7) days per week. The house manager shall be onsite during evening hours through the morning hours from 10:00PM to 6:30AM. The house manager, or an approved designee, shall be available by telephone seven (7) days per week for twenty-four (24) hours per day when not on-site;
13. Parolees may be discharged if their behavior conflicts with the guidelines of the RRH, disrupts or impacts the welfare and recovery of other participants that reside at the RRH. Substance use and relapse shall not be treated as an automatic cause for discharge from RRH. Instead, a participant shall be referred to a level of care appropriate to their assessed need;
14. The participant may be re-referred to the RRH if they express a renewed commitment to participating in programming and living in a housing setting targeted to individuals in recovery. All placements are subject to availability of program slots and funding. Parolees who are discharged, or determine they are no longer interested in residing in an RRH setting will be offered linkages and/or referrals to other housing service options, including housing operated with harm reduction principles.

#### **C. DRC/RRH Site Safety and Security Requirements**

The CONTRACTOR shall ensure all facilities are maintained in a clean, safe, secure and sanitary environment and remain compliant in accordance with federal, state, and local laws. All repairs which affect the health and safety of participants shall be completed within twenty-four (24) hours of discovery. The CONTRACTOR shall ensure the following:

1. Fire Safety and Emergency Procedures  
The CONTRACTOR shall have fire prevention procedures and safety requirements posted in the main office of the DRC/RRH in full view of parolees, staff, and visitors. Additionally, the CONTRACTOR shall have evacuation and emergency procedures to include the following instructions:
  - a. Immediate notification of the fire department (inclusive of the designated fire department's address and telephone number);
  - b. Alert notification and/or evacuation of all occupants;
  - c. Control and the extinguishing of fires; and
  - d. Evacuation routes and procedures.
2. Posting of Emergency Evacuation Floor Plans  
Clear, concise and site-specific emergency evacuation floor plans shall be posted in every occupied location throughout the DRC/RRH. The evacuation diagram plans shall be placed in tamper-proof frames and include the following:
  - a. Evacuation diagram plans that identify the "You Are Here" locations that are compatible with the building floor plan;
  - b. Evacuation plans, which include the location of building exits, fire extinguishers, pull-stations, fire hose cabinets, and first aid supplies; and
  - c. Emergency and evacuation procedures, including diagrammed evacuation routes, shall be communicated to each new parolee upon arrival.
3. Smoke Detectors and Fire Extinguishers

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The CONTRACTOR shall provide operable and regularly tested smoke detectors and fire extinguishers in key locations. All tests shall be documented for compliance and maintained at the DRC/RRH.

#### 4. Emergency Lighting System

The DRC/RRH shall be equipped with an emergency lighting system to ensure staff's supervision and control in emergency situations (e.g., fires, earthquakes, loss of electrical power, etc.). Emergency lighting shall be placed in key areas such as the main areas and exit corridors and shall be operational. A monthly inspection of the lighting system shall be conducted and documented to include the date, time, and results of inspection.

#### 5 Smoke-Free Environment

Indoor smoking at the facility shall be prohibited in accordance with CDCR policy and state law. "NO-SMOKING" signs shall be posted in all classrooms, designated visiting areas, hallways, and in the main office of the facility in full view of parolees, staff, and visitors.

### X. PROGRAM ADMINISTRATION

#### A. Contractor Communication

1. Conduct a conference call on a monthly basis with the SBCSO and the DRP Program Analyst. The CONTRACTOR and the DRP Program Analyst will also meet when necessary to provide assistance to the CONTRACTOR in implementation of processes, problem solving, quality assurance, and determining future performance objectives.
2. Maintain communication with the AOR and the parolee at least monthly and/or as needed to share information regarding activities and solicit participation in the progress of the CMP.
3. Work cooperatively with CDCR and any other public or private entities identified by CDCR. This may include state agencies, local government agencies, faith-based organizations, and other community non-profit organizations to enhance their program services.

#### B. Health Care Enrollment

1. The CONTRACTOR shall facilitate enrollment and/or annual renewal assistance, as applicable, for the completion of the health care coverage application(s) for parolees who did not apply for health care coverage while in prison; do not currently have health care coverage or have had their health care coverage suspended or terminated; or do not have the means to pay for health care coverage.
2. The CONTRACTOR shall provide intake screening for parolees that shall include citizenship status, Veteran status, American Indian/Alaskan Native status, medical and/or mental health conditions, and health care coverage status for medical (e.g. substance use disorder program and mental health services, physical health services, prescription drug benefit, etc.), dental, and vision insurance.
3. Based upon the intake screening, parolees shall be offered assistance to apply for health care coverage to include the Affordable Care Act, Medi-Cal, Retirement, Survivors, Disability Insurance, Supplemental Security Income, Veterans Affairs Health Benefits, Indian Health Services and/or other type of health care coverage.

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#### C. Invoice Policy and Procedure

1. The Contractor shall provide a cost allocation plan for the actual space the DRC will occupy. Cost allocations can only apply to DRC related activities and functions. The cost allocation plan shall be approved by SBCSO at time of contract award. If the Contractor plans to provide services to other programs such as: state, federal, county, self-pay, etc., the amount of the cost shall only reflect the actual square footage and/or the percentage of time used specific to the DRC Program.
2. The Contractor shall pay salaries per the rate and/or within the range according to the submitted Budget Proposals. Monthly invoices shall be in a COUNTY pre-approved format. The invoices shall list costs by staff position (including total hours by position) and operating expense and equipment costs consistent with the line items on the attached ATTACHMENT B-1 through B-5. All costs claimed by CONTRACTOR for reimbursement by COUNTY shall be identified in the specific format required by COUNTY.
3. The Contractor shall submit monthly invoices for the previous month's expenses on or before the 25th day of each month. A Contractor's total monthly payment request on a cost reimbursement basis shall be reported on the following forms:
  - a. Monthly Invoice for Contract Expenditures;
  - b. Monthly Bus Token Log;
  - c. Meal Log;
  - d. Motivational Incentive Log
4. The Contractor shall forward the original invoice and copies of all supporting documentation to SBCSO. Invoice packages that are incomplete, improperly prepared and/or are missing the required supporting documentation, will be disputed in whole or in part and returned to the Contractor.
5. SBCSO and CDCR reserves the right to revise the invoice forms, and/or the processing procedures utilized in this Agreement to suit the needs of the County or State without processing an amendment.

#### D. Operations Manual

The CONTRACTOR shall prepare and maintain a current operations manual that describes the purpose, philosophy, programs, services, policies and procedures. The manual shall define the approved methods of implementing and executing the terms of this Agreement.

The operations manual shall be available at the time of Agreement execution. The manual shall be kept at the facilities and be available to staff, volunteers, SBCSO and CDCR designee(s) upon request.

## XI. INFORMATION MANAGEMENT

### A. Release of Information

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The CONTRACTOR shall receive SBCSO and DRP Program Analyst written approval fifteen (15) calendar days prior to dissemination of any participant data, program information, or operation protocols to be released to the public, news, media, or other professional groups.

The Contractor shall ensure the release(s) of information for participant data is complete and stored in ARMS CONTRACTOR prior to dissemination of information. Under the “audit and evaluation” exception of 42 CFR 2.53, patient identifying information may be disclosed with either a signed ARMS, Authorization for Release of Information or at the time of a review of records on program premises in order to carry out an audit or evaluation on behalf of a State agency providing financial assistance to the program. All release of information shall include, at a minimum, the following:

1. Participant’s signed and dated ARMS Authorization for Release of Information which must be input and uploaded in ARMS.
2. Name of the person, agency or organization to which the information was released.
3. Signature of the employee who released the information and date of release.
4. Expiration date of the signed release, no longer than twelve (12) months

#### **B. Data Management**

SBCSO and /or CDCR reserves the right to revise the data requirements and reporting timeframes under this contract, without processing an Amendment. The CONTRACTOR will be notified of modifications to data requirements, reporting timeframes and/or procedure changes thirty (30) calendar days before the effective date of the change.

ARMS is the centralized data system which shall be utilized to collect and maintain all data related to contracted services. For technical assistance regarding ARMS email: [ARMS\\_support@cdcr.ca.gov](mailto:ARMS_support@cdcr.ca.gov). The CONTRACTOR shall ensure compliance to the following data collection protocols:

1. Utilization of compatible computer hardware and/or software, and internet connectivity;
2. Ensure data security, as outlined in the Data Sharing Agreement;
3. Implement and maintain policies and procedures to ensure the integrity, accuracy and security of all data maintained and submitted to the CDCR. These policies and procedures shall include an information security policy and a disaster recovery process;
4. Data Entry Requirements: Data entry is required daily. The ARMS allows authorized individuals to be identified as alternates in order to input data when the primary staff is not available. It is the responsibility of the CONTRACTOR and the community-based provider to ensure ongoing data entry and accuracy;
5. The CONTRACTOR and the Community-based providers shall only have access to data in ARMS that they input into ARMS unless the Parolees have signed an ARMS, Authorization for Release of Information. Community-based providers shall request that each participant sign the ARMS, Authorization for Release of Information, if it is not already on file. Once the ARMS, Authorization for Release of Information is complete, relevant data within ARMS shall be released so that community-based providers have the basis for improved continuity of care; and

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6. Provide all data collected outside of ARMS to the CDCR within thirty (30) calendar days of contract termination.

#### C. Participant Files

When applicable, the CONTRACTOR shall fully comply with the federal regulations governing “Confidentiality of Alcohol and Drug Abuse Patient Records” as cited in 42 CFR, Part 2 and 45 CFR, as well as, Health Insurance Portability & Accountability Act (HIPAA) requirements related to collection, maintenance, and release of substance abuse prevention client data.

The CONTRACTOR shall have various files separated by service type. All paper files shall be secured in a locked file cabinet or drawer and behind a locked door located in a secured area to prevent unauthorized access. All Participant File data shall also be maintained in ARMS.

The CONTRACTOR agrees that any and all participant records, all information gathered, maintained or created related to Parolees for the purposes of this Agreement is the property of CDCR. Upon request, the original files or a complete copy of the files shall be transferred to the CDCR within thirty (30) calendar days of any participant’s conclusion or termination of program services under this Agreement.

The CONTRACTOR shall maintain complete files on all Parolees. The CDCR reserves the right to identify additional file requirements as needed. A complete file consists of, but is not limited to:

1. Participant’s full name and CDCR number;
2. Release of Information;
3. Intake forms and admission agreements/documents;
4. Health questionnaires;
5. All assessments (e.g. COMPAS, placement assessment);
6. Program orientation checklists;
7. Participant’s disclosure and authorization forms;
8. Participant’s service and/or programming agreements;
9. Initial and updated CMPs and Individual Case Plan;
10. Case/ progress notes as identified within this agreement;
11. Counseling forms and supporting documents;
12. Participant’s programming and service attendance records and data;
13. Service and/or treatment referrals;
14. Job development and family relationships forms/documents;
15. Drug testing, dates, and results;
16. Disciplinary and adverse action documents;
17. Emergency release and notifications;
18. Reasonable Accommodation documents/forms;
19. Personal, financial, or other program related documents; and,
20. Discharge summary and/or exit plans

#### D. Reports

##### 1. Daily Attendance

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The CONTRACTOR shall enter participation data daily into ARMS as of 12:00 midnight of the preceding day.

2. **Incident Reporting Protocol - DRP Memo #14-01**

The CONTRACTOR shall ensure compliance with Incident Reporting Protocol (DRP Memo #14-01). A copy of the DRP Memo #14-01 shall be provided upon CONTRACTOR's request. All incident reports must be entered and maintained in ARMS.

3. **Weekly Reports**

The CONTRACTOR shall maintain a Weekly Count. The Weekly Count reflects a program count utilization/bed availability reporting. The CONTRACTOR's cumulative Weekly Count is due (via e-mail) to the respective DRP Program Analyst and/or assigned staff by close of business each Wednesday, reporting on the preceding week. If Wednesday is a holiday, the weekly count is due the next business day. The Weekly Count Report template format shall be provided to the CONTRACTOR upon Agreement award.

4. **Monthly Reports**

Monthly data reports shall be submitted by the fifteenth (15th) calendar day of the following month, as deemed necessary by CDCR, and shall be forwarded to the designated DRP Program Analyst.

5. **Provider Directory**

The CONTRACTOR shall verify the Community Directory data in ARMS monthly. CDCR shall be notified within two (2) business days of any additions/modifications/deletions, through the use of the Provider Directory Information Sheet.

6. **Utilization Report**

The CONTRACTOR shall maintain utilization data in ARMS and submit it electronically via ARMS reporting to the DRP Program Analyst.

E. **Performance Measures**

SBCSO and CDCR reserves the right to develop, institute, and regulate a series of program performance measures to monitor and enhance service delivery system components. SBCSO and CDCR reserves the right to implement and/or modify these measures at any point during the term of this contract. The CONTRACTOR shall, at a minimum:

1. Provide parolees with programming and services according to evidence-based principles as stated throughout this Agreement and as determined by individual risks and needs assessments.
2. Implement performance measures for each of the program components and measure the progress of the parolee against the goals laid out in the parolee's CMP.
3. Document programming, services, referrals, changes in risk and needs, and progress for all parolees on a monthly basis in the parolee's CMP. The CMP shall document all program and services delivered, including the number of hours of participation in each area.
4. Parolees shall be actively engaged in programming services. Non-participation shall be reported to the AOR for actions.
5. The following measurable outcomes that shall determine the progress of the DRC Program:
  - a. General Measures:
    - Fifty-five (55) percent of DRC Program participants who complete at least thirty (30) days

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of programming will finish the program successfully as verified by:

1. Maintained sobriety for at least three (3) months as verified by drug testing and AOR test results;
  2. Completed seventy-five (75) percent of courses as outlined by CMP.
- b. Case Management Plan Measures:  
Of individuals who complete at least thirty (30) days of programming:
1. One Hundred (100) percent will complete assessment;
  2. One Hundred (100) percent will develop CMP;
  3. Seventy (70) percent will follow CMP, as jointly developed, for three (3) months;
  4. Thirty-three (33) percent will follow CMP, as jointly developed, for six (6) months.
- c. Employment Performance Measures:  
Of individuals who complete at least thirty (30) days of programming and are eligible to be employed:
1. Ninety-five (95) percent will complete pre-employment training assessment;
  2. Twenty-five (25) percent will perform Community Service work experience;
  3. Fifty (50) percent will successfully complete pre-employment training course;
  4. Fifty (50) percent will become employed or be a full-time student;
  5. Of the employed, thirty-five (35) percent will maintain employment for a minimum of four (4) months.
- d. Participant Self Perception and Cognitive Behavioral Changes:  
Using a Likert Scale, or similar tool for a pre-program assessment and pre-program completion, of the individuals who complete thirty (30) or more days in the program:
1. Ninety (90) percent of program participants will have a feeling of increased knowledge of how to obtain employment;
  2. Eighty (80) percent of program participants will feel an increase in their support structure;
  3. Ninety (90) percent of program participants will feel an increase in connection to the community;
  4. Eighty (80) percent of program participants will feel that they are able to successfully discharge from parole;
  5. Ninety (90) percent of program participants will feel that they are more well- equipped to handle the stressors of life associated with violating their parole.

## **XII. CDCR ACCOUNTABILITY REVIEW**

### **A. Program Accountability Reviews (PAR) and Corrective Action Plans (CAP)**

CDCR staff shall conduct routine Program Accountability Reviews (PAR) of CONTRACTOR's and/or Subcontractor facilities to review program quality, program management, facility operations, and the general safety of the facility and grounds. CDCR reserves the right to conduct PARS on any Subcontractor.

1. PARS shall be conducted to verify the CONTRACTOR or Subcontractor is in compliance with the terms of this Agreement. The CONTRACTOR shall receive a



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- copy of the PAR report.
2. If deficiencies are found, the CONTRACTOR shall submit a Corrective Action Plan (CAP).
  3. Within ten (10) business days of receiving the PAR report identifying deficiencies, the CONTRACTOR shall submit to the DRP Program Analyst(s) a CAP that indicates the actions to be taken to correct the identified deficiencies and time frames required for full compliance. Unless otherwise noted, any areas of non-compliance identified during the review are to be corrected within thirty (30) business days.
  4. The DRP Program Analyst(s) shall review the CAP and determine whether the plan fully addresses the finding(s) and whether the timeframe for completion of the corrective action(s) is appropriate.
  5. All CAPs are subject to verification and approval. A follow-up PAR may be conducted to determine compliance with the CAP.
  6. Should the CONTRACTOR or Subcontractor dispute any of the PAR findings, an appeal may be filed in writing within ten (10) business days of receipt of the PAR Report. The first level appeal is to the DRP Chief of DRP's Community and Reentry Services section (CRS) and the second level appeal is to the Deputy Director of DRP.

#### **B. CDCR Sanctions for Non-Compliance**

The CONTRACTOR or the County's Subcontractor shall be evaluated for compliance by various methods (i.e. PAR, data review, fiscal audit, etc.). Should the CONTRACTOR or the County's Subcontractors be found out of compliance with this Agreement or fail to adequately complete the corrective action(s) timely as identified by the CAP approved by the CDCR, the CONTRACTOR may be subject to one or more of the following sanctions;

1. Immediate PAR with a CAP to remedy deficiencies.
2. Performance of the CONTRACTOR outlined in the State Contracting Manual, Chapter 9, Section 9.11.
3. Withholding of reimbursement for services rendered during the period of non-compliance.
4. Removal of Parolees from the program and suspension of services without reimbursement.
5. Reimbursement to the CDCR for costs incurred by the CONTRACTOR's failure to perform.
6. Immediate program and fiscal audit at the CONTRACTOR's expense.
7. Withholding of a percentage of charges for the work that is out of compliance, as a security for the correction of that deficiency. When the CONTRACTOR or the Subcontractor is deemed to be in compliance, the amount withheld shall be resubmitted on an invoice.
8. Termination of the Agreement.

### **XIII. CDCR RESPONSIBILITIES**

The CDCR's responsibilities shall include the following:

#### **A. Assessment, Referral and Removal**

1. Assess a participant's criminogenic needs and generate a Reentry Case Plan using the COMPAS Reentry assessment, if available.

## EXHIBIT A

### STATEMENT OF WORK

2. Provide the COMPAS Reentry Case Plan summary, if available.
3. Determine eligibility for placement, by targeting (but not limited to) Parolees who are within their first year of release, have a medium to high California Static Risk Assessment (CSRA) score, and a medium to high COMPAS Reentry identified need.
4. Referrals shall be confirmed on Activity Report, CDCR 1502. Program placement is subject to bed and funding availability.

#### **B. Collaboration**

1. Facilitate communication and collaboration between DRP, DAPO, and the CONTRACTOR regarding participant related activities, progress on the participant's CMP, and discharge plans.
2. Collaborate, in person or by telephone, with the CONTRACTOR to review progress. The review shall include, but is not limited to, assisting the CONTRACTOR in implementation, problem solving, quality assurance, performance objectives, and related issues.
3. Schedule and facilitate meetings with DRP and CONTRACTOR staff as needed.
4. Work together with the CONTRACTOR and/or their Subcontractor to ensure there are no contradictions in the CMPs. In addition, both parties shall ensure that the services complement one another in improving the participant's mental health status.

#### **C. Training and Technical Assistance**

1. Provide ongoing training to CONTRACTOR'S/Subcontractor's staff on changes or updates to the CDCR rules, regulations, policies and procedures that might impact program operations.
2. Provide updates to the CONTRACTOR relevant to the effective management of Parolees pursuant to the CDCR rules, regulations, policies and procedures, as necessary.
3. Provide technical assistance to the CONTRACTOR regarding program operation, as needed.

#### **D. Quality Assurance**

1. Work with the CONTRACTOR or Subcontractor to establish an ongoing quality assurance monitoring process that shall ensure the successful program implementation and completions.
2. Work closely with the CONTRACTOR or Subcontractor during activation and program implementation. The CONTRACTOR shall be assigned to a DRP Program Analyst whose role shall include, but is not limited to, monitoring:
  - a. Progress of the CONTRACTOR in achieving their stated goals and objectives within the timeline identified in the Agreement;
  - b. Services being provided;
  - c. Parolees' interaction with staff and each other;
  - d. Environment of the facility.
3. All CONTRACTOR protocols or revisions shall be reviewed and approved by both DRP staff and DAPO regional management prior to implementation.
- 4.

EXHIBIT A

STATEMENT OF WORK

XIV. **SERVICE RESPONSIBILITY**

Community Solutions, Inc. shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

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# Exhibit B

County of Santa Barbara  
Community Solutions, Inc.  
Day Reporting Centers

Financial Provisions

EXHIBIT B

Community Solutions, Inc.  
 Bid No. 835021  
 Operator - Day Reporting Center- Adult Parolee

Community Solutions Inc.

Proposed Budget FY21 (7/1/20 - 6/30/21)  
 Santa Maria/Barbara DRC

Personnel	Number of Positions at each location	% of Project Time	No. of Months	Santa Maria	Santa Barbara	Notes
Senior Program Director	1/1	27%, 21.6%	12	\$29,412	\$23,625	Shared cost. 27% to SM and 21.6% to SB
Program Director	1/1	100%	12	\$59,000	\$62,000	
Substance Abuse Counselor	1/1	100%	12	\$51,255	\$49,550	
Community Service Coordinator	1/1	100%	12	\$35,299	\$36,246	
Case Manager Supervisor	1/0	100%	12	\$52,000		
Case Manager	2/1	100%	12	\$95,512	\$49,468	2 Case Managers in SM and 1 Case Manager in SB
Case Aide	2/2	100%	12	\$69,969	\$70,728	
Employment Specialist	1/1	100%	12	\$49,752	\$50,130	
Administrative Assistant	1/1	100%	12	\$37,860	\$38,964	
Relief / Over time	N/A	100%	N/A	7,154	\$5,492	To cover OT as needed
<b>Total Staff Salaries</b>				<b>\$487,213</b>	<b>\$386,203</b>	
<b>Total Staff Benefits:</b>				<b>\$112,841</b>	<b>\$90,196</b>	Including FICA, Unemployment, Health/Dental insurance, Pension, and Workers' Comp.
<b>TOTAL PERSONNEL COSTS</b>				<b>\$600,054</b>	<b>\$476,399</b>	
<b>SUB-CONTRACTORS/CONSULTANTS COSTS</b>				<b>\$178,850</b>	<b>\$82,125</b>	Sober Living Housing (25% of utilization)
<b>TOTAL SUB-CONTRACTORS/CONSULTANTS COSTS</b>				<b>\$178,850</b>	<b>\$82,125</b>	
<b>OPERATING COSTS</b>						
Travel				\$7,500	\$7,100	Including the cost for the hotel/meal of the refresh training and initial training of new hiter
Facility Lease/Rent				\$132,999	\$126,855	1775 South McClelland, Santa Maria; E. Carrillo St., Santa Barbara
Maintenance/Repair				\$8,230	\$5,835	
Communications				\$11,054	\$7,740	Including landlines; internet; and cells
Utilities				\$12,000		Electricity in SM
Insurance				\$13,748	\$5,963	Insurance of Property/Liability and 2 vans
Supplies/Expendable Equipment						Including client training materials, Lab fcs/supplies, Office/Kitchen/Cleaning supplies, Computer software supplies, and equipment replacement as needed.
Non-Expendable Equipment (per Exhibit AA)				\$33,207	\$23,300	
Personnel Costs i.e. Help wanted, Trainings, etc.				\$10,365	\$9,382	Including the cost for training/conference fcs, and materials, Equipment Leases i.e. copier
Equipment Leases i.e. copier				\$5,184	\$2,938	Leased copiers, copier property taxes and Case Management
Food i.e. Client snacks and refreshments				\$11,000	\$7,500	
Unclassified Client Service Costs				\$20,000	\$15,000	Including the Bus tokens, Clients needs (IDs, GED testing, etc.); tools for Community Service Projects; and cost for Graduation
<b>TOTAL OPERATING COSTS</b>				<b>\$265,287</b>	<b>\$211,613</b>	
<b>SUBTOTAL ANNUAL DIRECT EXPENSES</b>				<b>\$1,044,191</b>	<b>\$770,137</b>	
<b>TOTAL INDIRECT COSTS (16% of Subtotal Annual Direct Expenses)</b>				<b>\$138,455</b>	<b>\$110,082</b>	Excludes Sober Living Housing
<b>PROFIT or SERVICE FEE (N/A)</b>						
<b>BUDGETS PROPOSED</b>				<b>\$1,182,646</b>	<b>\$880,219</b>	
					<b>\$2,062,865</b>	

EXHIBIT B

Community Solutions, Inc.  
 Bid No. 835021  
 Operator - Day Reporting Center- Adult Parolee

Community Solutions Inc.

Proposed Budget FY22 (7/1/21 - 6/30/22)  
 Santa Maria/Barbara DRC

Personnel	Number of Positions at each location	% of Project Time	No. of Months	Santa Maria	Santa Barbara	Notes
Senior Program Director	1/1	27%, 21.6%	12	\$28,917	\$23,134	Shared cost: 27% to SM and 21.6% to SB
Program Director	1/1	100%	12	\$60,180	\$63,240	
Substance Abuse Counselor	1/1	100%	12	\$52,284	\$50,460	
Community Service Coordinator	1/1	100%	12	\$36,000	\$36,984	
Case Manager Supervisor	1/0	100%	12	\$53,040		
Case Manager	2/1	100%	12	\$95,312	\$50,460	2 Case Managers in SM and 1 Case Manager in SB
Case Aide	2/2	100%	12	\$71,364	\$72,144	
Employment Specialist	1/1	100%	12	\$50,333	\$51,132	
Administrative Assistant	1/1	100%	12	\$39,372	\$39,732	
Relief / Over time	N/A	100%	N/A	\$7,310	\$5,612	To cover OT as needed
<b>Total Staff Salaries</b>				<b>\$494,112</b>	<b>\$392,898</b>	
<b>Total Staff Benefits: 23.28%</b>				<b>\$115,024</b>	<b>\$91,714</b>	Including FICA, Unemployment, Health/Dental insurance, Pension, and Workers' Comp.
<b>TOTAL PERSONNEL COSTS</b>				<b>\$609,136</b>	<b>\$484,612</b>	
<b>SUB-CONTRACTORS/CONSULTANTS COSTS</b>				<b>\$182,044</b>	<b>\$84,863</b>	Sober Living Housing (25% of utilization)
<b>TOTAL SUB-CONTRACTORS/CONSULTANTS COSTS</b>				<b>\$182,044</b>	<b>\$84,863</b>	
<b>OPERATING COSTS</b>						
Travel				\$7,500	\$7,500	Including the cost for the hotel/meal of the refresh training and initial training of new hirer
Facility Lease/Rent				\$137,466	\$131,136	1775 South McClelland, Santa Maria; 127 E. Carrillo St., Santa Barbara
Maintenance/Repair				\$8,230	\$5,835	
Communications				\$11,054	\$7,740	Including landlines; Internet; and cells
Utilities				\$12,000		Electricity in SM
Insurance				\$14,390	\$6,216	Insurance of Property/Liability and 2 vans
Supplies/Expendable Equipment						Including client training materials, Lab fees/supplies, Office/Kitchen/Cleaning supplies, Computer software supplies, and equipment replacement as needed.
Non-Expendable Equipment (per Exhibit A.A)				\$33,172	\$24,200	
Personnel Costs i.e. Help wanted, Trainings, etc.				\$10,365	\$9,632	Including the cost for training/conference fees, and materials, employee enrollment and other costs as needed
Equipment Leases i.e. copier				\$5,184	\$2,938	Leased copiers, copier property taxes and Case Management
Food i.e. Client snacks and refreshments				\$11,000	\$7,500	
Unclassified Client Service Costs				\$20,000	\$17,000	Including the Bus tokens, Clients needs (IDs, GED testing, etc.); tools for Community Service Projects; and cost for Graduation
<b>TOTAL OPERATING COSTS</b>				<b>\$270,361</b>	<b>\$219,697</b>	
<b>SUBTOTAL ANNUAL DIRECT EXPENSES</b>				<b>\$1,061,541</b>	<b>\$789,172</b>	
<b>TOTAL INDIRECT COSTS (16% of Subtotal Annual Direct Expenses)</b>				<b>\$140,720</b>	<b>\$112,689</b>	Excludes Sober Living Housing
<b>PROFIT or SERVICE FEE (N/A)</b>				<b>\$1,202,261</b>	<b>\$901,861</b>	
<b>BUDGETS PROPOSED</b>				<b>\$2,104,122</b>		

EXHIBIT B

Community Solutions, Inc.  
 Bid No. 835021  
 Operator - Day Reporting Center- Adult Parolee

Community Solutions Inc.

Proposed Budget FY23 (7/1/22 - 6/30/23)  
 Santa Maria/Barbara DRG

Personnel	Number of Positions at each location	% of Project Time	No. of Months	Santa Maria	Santa Barbara	Notes
Senior Program Director	1/1	27%, 21.6%	12	\$29,493	\$23,552	Shared cost: 27% to SM and 21.6% to SB
Program Director	1/1	100%	12	\$61,384	\$64,500	
Substance Abuse Counselor	1/1	100%	12	\$53,330	\$51,480	
Community Service Coordinator	1/1	100%	12	\$36,725	\$37,728	
Case Manager Supervisor	1/0	100%	12	\$54,100	\$51,480	2 Case Managers in SM and 1 Case Manager in SB
Case Manager	2/1	100%	12	\$97,206	\$73,584	
Case Aide	2/2	100%	12	\$72,792	\$52,140	
Employment Specialist	1/1	100%	12	\$51,337	\$40,524	
Administrative Assistant	1/1	100%	12	\$40,164	\$7,488	To cover OT as needed
Relief / Over time	N/A	100%	N/A	\$504,019	\$400,600	Including FICA, Unemployment, Health/Dental insurance, Pension, and Workers' Comp.
<b>Total Staff Salaries</b>						
<b>Total Staff Benefits: 23.22%</b>				\$117,019	\$93,444	
<b>TOTAL PERSONNEL COSTS</b>				\$621,038	\$494,044	
<b>SUB-CONTRACTORS/CONSULTANTS COSTS</b>				\$183,960	\$84,863	Sober Living Housing (25% of utilization)
<b>TOTAL SUB-CONTRACTORS/CONSULTANTS COSTS</b>				\$183,960	\$84,863	
<b>OPERATING COSTS</b>						
Travel				\$7,500	\$7,500	Including the cost for the hotel/meal of the refresh training and initial training of new hirer
Facility Lease/Rent				\$142,082	\$134,926	1775 South McClelland, Santa Maria; E. Carrilo St., Santa Barbara
Maintenance/Repair				\$8,230	\$5,835	
Communications				\$11,054	\$7,740	Including landlines; Internet, and cells
Utilities				\$12,000		Electricity in SM
Insurance				\$15,065	\$6,482	Insurance of Property/Liability and 2 vans
Supplies/Expendable Equipment						Including client training materials, Lab fees/supplies, Office/Kitchen/Cleaning supplies, Computer software supplies, and equipment replacement as needed.
Non-Expendable Equipment (per Exhibit AA)				\$31,172	\$23,200	
Personnel Costs i.e. Help wanted, Trainings, etc.						
Equipment Leases i.e. copier				\$10,365	\$9,632	Including the cost for training/conference fees, and materials, employee enrollment and other costs as needed
Food i.e. Client snacks and refreshments				\$5,184	\$2,938	Leased copiers, copier property taxes and Case Management
Unclassified Client Service Costs				\$11,000	\$7,500	
<b>TOTAL OPERATING COSTS</b>				\$20,000	\$17,000	Including the Bus tokens, Clients needs (IDs, GED testing, etc.); tools for Community Service Projects; and cost for Graduation
<b>SUBTOTAL ANNUAL DIRECT EXPENSES</b>				\$273,652	\$222,753	
<b>TOTAL INDIRECT COSTS (16.5% of Subtotal Annual Direct Expenses)</b>				\$1,078,650	\$801,660	
<b>PROFIT or SERVICE FEE (N/A)</b>				\$147,624	\$118,271	Excludes Sober Living Housing
<b>BUDGETS PROPOSED</b>				\$1,226,274	\$919,931	
				\$2,146,205		

**EXHIBIT B**

Community Solutions, Inc.  
 Bid No. 835021  
 Operator - Day Reporting Center- Adult Parolee

**Community Solutions Inc.**

Proposed Budget FY24 (7/1/23 - 6/30/24)  
 Santa Maria/Barbara DRG

Personnel	Number of Positions at each location	% of Project Time	No. of Months	Santa Maria	Santa Barbara	Notes
Senior Program Director	1/1	27%, 21.6%	12	\$30,082	\$24,022	Shared cost: 27% to SM and 21.6% to SB
Program Director	1/1	100%	12	\$62,620	\$65,790	
Substance Abuse Counselor	1/1	100%	12	\$54,396	\$52,524	
Community Service Coordinator	1/1	100%	12	\$37,464	\$38,484	
Case Manager Supervisor	1/0	100%	12	\$52,428		
Case Manager	2/1	100%	12	\$99,136	\$52,524	2 Case Managers in SM and 1 Case Manager in SB
Case Aide	2/2	100%	12	\$74,232	\$75,048	
Employment Specialist	1/1	100%	12	\$52,356	\$53,184	
Administrative Assistant	1/1	100%	12	\$40,979	\$41,328	
Relief / Over time	N/A	100%	N/A	\$7,632	\$5,720	To cover OT as needed
<b>Total Staff Salaries</b>				<b>\$511,325</b>	<b>\$408,624</b>	
<b>Total Staff Benefits:</b>				<b>23.32%</b>	<b>23.61%</b>	
<b>TOTAL PERSONNEL COSTS</b>				<b>\$119,235</b>	<b>\$96,463</b>	Including FICA, Unemployment, Health/Dental insurance, Pension, and Workers' Comp.
<b>SUB-CONTRACTORS/CONSULTANTS COSTS</b>				<b>\$630,560</b>	<b>\$505,087</b>	
<b>TOTAL SUB-CONTRACTORS/CONSULTANTS COSTS</b>				<b>\$185,238</b>	<b>\$86,231</b>	Sober Living Housing (25% of utilization)
<b>OPERATING COSTS</b>						
Travel				\$8,000	\$8,000	Including the cost for the hotel/meal of the refresh training and initial training of new hires
Facility Lease/Rent				\$146,502	\$138,828	1775 South McClelland, Santa Maria; 127 E. Carrillo St., Santa Barbara
Maintenance/Repair				\$8,230	\$5,835	
Communications				\$11,054	\$7,740	Including landlines, internet, and cell
Utilities				\$12,000		Electricity in SM
Insurance				\$15,773	\$6,760	Insurance of Property/Liability and 2 vans
Supplies/Expendable Equipment						Including client training materials, Lab fees/supplies, Office/Kitchen/Cleaning supplies, Computer software supplies, and equipment replacement as needed.
Non-Expendable Equipment (per Exhibit AA)				\$31,172	\$24,200	
Personnel Costs i.e. Help wanted, Trainings, etc.				\$10,765	\$9,932	Including the cost for training/conference fees, and materials, employee enrollment and other costs as needed
Equipment Leases i.e. copier				\$5,184	\$2,938	Leased copiers, copier property taxes and Case Management
Food i.e. Client snacks and refreshments				\$11,000	\$7,500	
Unclassified Client Service Costs				\$21,000	\$18,000	Including the Bus tokens, Clients needs (IDs, GED testing, etc.); tools for Community Service Projects; and cost for Graduation
<b>TOTAL OPERATING COSTS</b>				<b>\$280,680</b>	<b>\$229,733</b>	
<b>SUBTOTAL ANNUAL DIRECT EXPENSES</b>				<b>\$1,096,478</b>	<b>\$821,051</b>	
<b>TOTAL INDIRECT COSTS (16.5% of Subtotal Annual Direct Expenses)</b>				<b>\$150,355</b>	<b>\$121,245</b>	Excludes Sober Living Housing
<b>PROFIT or SERVICE FEE (N/A)</b>				<b>\$1,246,833</b>	<b>\$942,296</b>	
<b>BUDGETS PROPOSED</b>				<b>\$2,189,129</b>		



**EXHIBIT B**

Community Solutions, Inc.  
Bid No. 835021  
Operator - Day Reporting Center- Adult Parolee

**Community Solutions Inc.**

Proposed Budget FY25 (7/1/24 - 6/30/25)  
Santa Maria/Barbara DRC

Personnel	Number of Positions at each location	% of Project Time	No. of Months	Santa Maria	Santa Barbara	Notes
Senior Program Director	1/1	27%, 21.6%	12	\$30,683	\$24,502	Shared cost: 27% to SM and 21.6% to SB
Program Director	1/1	100%	12	\$63,880	\$67,098	
Substance Abuse Counselor	1/1	100%	12	\$55,488	\$53,580	
Community Service Coordinator	1/1	100%	12	\$38,208	\$39,252	
Case Manager Supervisor	1/0	100%	12	\$53,476		
Case Manager	2/1	100%	12	\$101,112	\$53,580	2 Case Managers in SM and 1 Case Manager in SB
Case Aide	2/2	100%	12	\$75,720	\$76,536	
Employment Specialist	1/1	100%	12	\$53,389	\$54,252	
Administrative Assistant	1/1	100%	12	\$41,785	\$42,156	
Relief / Over time	N/A	100%	N/A	\$7,788	\$5,828	To cover OT as needed
<b>Total Staff Salaries</b>				<b>\$521,529</b>	<b>\$416,784</b>	
<b>Total Staff Benefits:</b>				<b>\$121,547</b>	<b>\$98,336</b>	Including FICA, Unemployment, Health/Dental insurance, Pension, and Workers' Comp.
<b>TOTAL PERSONNEL COSTS</b>				<b>\$643,076</b>	<b>\$515,120</b>	
<b>SUB-CONTRACTORS/CONSULTANTS COSTS</b>				<b>\$188,431</b>	<b>\$87,600</b>	Sober Living Housing (25% of utilization)
<b>OPERATING COSTS</b>				<b>\$188,431</b>	<b>\$87,600</b>	
Travel				\$8,380	\$8,000	Including the cost for the hotel/meal of the refresh training and initial training of new hires
Facility Lease/Rent				\$152,109	\$142,920	1775 South McClelland, Santa Maria; E. Carrilo St., Santa Barbara
Maintenance/Repair				\$8,230	\$5,835	
Communications				\$11,054	\$7,740	Including landlines; Internet; and cell
Utilities				\$12,000		Electricity in SM
Insurance				\$16,517	\$7,054	Insurance of Property/Liability and 2 vans
Supplies/Expendable Equipment						Including client training materials, Lab fees/supplies, Office/Kitchen/Cleaning supplies, Computer software supplies, and equipment replacement as needed.
Non-Expendable Equipment (per Exhibit A.A)				\$31,172	\$24,200	
						Including the cost for training/conference fees, and materials, employee enrollment and other costs as needed
				\$10,765	\$9,932	
				\$5,184	\$2,938	Leased copiers, copier property taxes and Case Management
				\$11,000	\$7,500	
				\$21,000	\$18,000	Including the Bus tokens, Clients needs (IDs, GED testing, etc.); tools for Community Service Projects; and cost for Graduation
				\$287,411	\$234,119	
<b>TOTAL OPERATING COSTS</b>				<b>\$1,118,918</b>	<b>\$836,839</b>	
<b>SUBTOTAL ANNUAL DIRECT EXPENSES</b>				<b>\$153,530</b>	<b>\$123,624</b>	Excludes Sober Living Housing
<b>TOTAL INDIRECT COSTS (16.5% of Subtotal Annual Direct Expenses)</b>						
<b>PROFIT or SERVICE FEE (N/A)</b>				<b>\$1,272,448</b>	<b>\$960,463</b>	
<b>BUDGETS PROPOSED</b>				<b>\$2,232,911</b>		

# Exhibit C

County of Santa Barbara  
Community Solutions, Inc.  
Day Reporting Centers

Standard Indemnification and Insurance Provisions  
Contracts Requiring Professional Liability Insurance

## EXHIBIT C

### Indemnification and Insurance Requirements (For Professional Contracts)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

##### B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

## EXHIBIT C

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

## EXHIBIT C

- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

# Exhibit D

County of Santa Barbara  
Community Solutions, Inc.  
Day Reporting Centers

HIPAA Business Associate Agreement

## EXHIBIT D

### HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

This Business Associate Agreement (“BAA”) supplements and is made a part of the Agreement between COUNTY (referred to herein as “Covered Entity”) and CONTRACTOR (referred to herein as “Business Associate”).

#### RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), and 45 CFR Parts 160 and 164, Subpart C (the “Security Rule”), Subpart D (the “Data Breach Notification Rule”) and Subpart E (the “Privacy Rule”) (collectively, the “HIPAA Regulations”).

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (C.F.R.) and contained in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

#### A. Definitions

1. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
2. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
3. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
4. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
5. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
6. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
7. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
8. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
9. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

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10. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
11. **Protected Information** shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.
12. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
13. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

### B. Obligations of Business Associate

1. **Permitted Uses.** Business Associate shall not use Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
2. **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the Protected Information, to the extent the third party has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].
3. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect



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payment by Covered Entity to Business Associate for services provided pursuant to the Agreement. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement, the BAA, or the HIPAA Regulations.

4. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
5. **Reporting of Improper Access, Use or Disclosure.** Business Associate shall report to Covered Entity in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and this BAA, and any Breach of Unsecured PHI, as required by the Data Breach Notification Rule, of which it becomes aware without unreasonable delay and in no case later than 60 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
6. **Business Associate's Subcontractors and Agents.** Business Associate shall ensure that any agents and subcontractors to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by paragraph (c) above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
7. **Access to Protected Information.** To the extent that the Covered Entity keeps a designated record set then Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within five (5) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
8. **Amendment of PHI for Business Associate who is Required to Maintain a Record Set.** If Business Associate is required to maintain a designated record set on behalf of the Covered Entity the Business Associate shall within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
9. **Accounting Rights.** Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of Protected Information, Business Associate and its agents or subcontractors shall make

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available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Business Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in Sections 2.b. of this BAA [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.

10. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary of the U.S. Department of Health and Human Services (Secretary) for purposes of determining Business Associate's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. Business Associate shall provide to Covered Entity a copy of any Protected Information that Business Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
11. **Minimum Necessary.** Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
12. **Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Information.
13. **Business Associate's Insurance.** Business Associate represents and warrants that it purchases commercial insurance to cover its exposure for any claims, damages or losses arising as a result of a breach of the terms of this BAA.
14. **Notification of Possible Breach.** During the term of the Agreement, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, or any access, use or disclosure of Protected Information not permitted by the Agreement or this BAA or unauthorized use or disclosure of PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
15. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement, the

## EXHIBIT D

Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of the Covered Entity that Business Associate believes constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

16. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether Business Associate has complied with this BAA; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the Agreement or this BAA, Business Associate shall notify Covered Entity within ten (10) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

### C. Termination

1. **Material Breach.** A breach by Business Associate of any provision of this BAA, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].
2. **Judicial or Administrative Proceedings.** Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
3. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall, at the option of Covered Entity, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by Covered Entity, Business Associate shall continue to extend the protections of Section 2 of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If Covered Entity elects destruction of the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

## EXHIBIT D

### D. Indemnification

If Business Associate fails to adhere to any of the privacy, confidentiality, and/or data security provisions set forth in this BAA or if there is a Breach of PHI in Business Associate's possession and, as a result, PHI or any other confidential information is unlawfully accessed, used or disclosed, Business Associate agrees to reimburse Covered Entity for any and all costs, direct or indirect, incurred by Covered Entity associated with any Breach notification obligations. Business Associate also agrees to pay for any and all fines and/or administrative penalties imposed for such unauthorized access, use or disclosure of confidential information or for delayed reporting if it fails to notify the Covered Entity of the Breach as required by this BAA.

### E. Disclaimer

Covered Entity makes no warranty or representation that compliance by Business Associate with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

### F. Certification

To the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA relating to certification of its security practices, Covered Entity or its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this BAA.

### G. Amendment to Comply with Law

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Covered Entity may terminate the Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Agreement or this BAA when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

### H. Assistance in Litigation of Administrative Proceedings

Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement or this BAA, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the

## EXHIBIT D

HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is named adverse party.

### I. No Third-Party Beneficiaries

Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

### J. Effect on Agreement

Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

### K. Entire Agreement of the Parties

This BAA supersedes any and all prior and contemporaneous business associate agreements between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Covered Entity and Business Associate acknowledge that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

### L. Interpretation

The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.