

**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS

AND

REINS OF H.O.P.E.

FOR

MENTAL HEALTH SERVICES

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STANDARD TERMS
AND CONDITIONS

AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR
(SPECIFIC TO THIS CONTRACT)

THIS AGREEMENT is made by and between the County of Santa Barbara (County), a political subdivision of the State of California, and Reins of H.O.P.E. (Reins of Human Opportunity Partnering with Equines) (Contractor or Reins of H.O.P.E.), a California non-profit organization located at 9940 North Creek Road, Oakview, California, wherein Reins of H.O.P.E. agrees to implement and provide, and County agrees to accept, the services specified herein (Agreement).

WHEREAS, Reins of H.O.P.E.'s professional team consists of Equine Assisted Growth and Learning Association (EAGALA) Certified Licensed Marriage and Family Therapists and Equine Specialists. Reins of H.O.P.E. operates an Equine Assisted Psychotherapy (EAP) Program. EAP uses horses as co-therapists for emotional growth and learning. EAP is known as an effective form of experiential therapy that strengthens and develops non-verbal and verbal communication, assertiveness, creative thinking and problem-solving, leadership, trust, responsibility, confidence, and relationships. EAP addresses behavioral issues, attention deficit hyperactivity disorder, substance abuse, depression, anxiety, eating disorders, relationship problems, communication needs, and team building;

WHEREAS, it is in the best interest of Reins of H.O.P.E. and County to enter into this Agreement wherein Reins of H.O.P.E. agrees to implement and provide EAP Program services for adolescent and transitional age youth in conjunction with the County through its Department of Behavioral Wellness (Behavioral Wellness) with each party bearing its own costs and expenses; and

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:

1. DESIGNATED REPRESENTATIVE.

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Samantha Balcezak, Executive Director, at phone number 805-633-9199 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. 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: Director
County of Santa Barbara
Department of Behavioral Wellness
300 N. San Antonio Road
Santa Barbara, CA 93110
Fax: 805-681-5262

To Contractor: Samantha Balcezak, Executive Director
Reins of H.O.P.E.
9940 N. Creek Road
Oakview, California 93022
Phone: 805-633-919

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.

3. SCOPE OF SERVICES.

Contractor agrees to provide services to County in accordance with EXHIBIT A(s) attached hereto and incorporated herein by reference.

4. TERM.

Contractor shall commence performance on **3/15/2022** and end performance upon completion, but no later than **11/30/2022** unless otherwise directed by County or unless earlier terminated.

5. NO COMPENSATION BETWEEN THE PARTIES.

This Agreement does not include reimbursement of funds or other compensation between the parties. Neither Reins of H.O.P.E. nor County will request reimbursement for costs or expenses associated with the program from the other party. Each party is responsible for its own program costs and expenses.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. INDEMNIFICATION AND INSURANCE.

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

16. 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.

17. 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.

18. 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.

19. 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 thirty (30) days written notice. During the thirty (30) 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, 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.

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 uphold its part of the Agreement the CONTRACTOR may, at CONTRACTOR's option, terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY.

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.

20. SUSPENSION FOR CONVENIENCE.

County's Designated Representative may, without cause, order Contractor in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 120 days. County shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

21. 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.

22. 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.

23. 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.

24. TIME IS OF THE ESSENCE.

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

25. 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.

26. 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. Except as indicated in Exhibit E, 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. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the Director of the Department of Behavioral Wellness. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. COMPLIANCE WITH HIPAA.

Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara and Reins of H.O.P.E.**

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

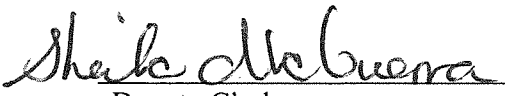
COUNTY OF SANTA BARBARA:

By: 
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS

Date: 3-15-22

ATTEST:

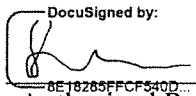
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk

Date: 3-15-22

CONTRACTOR:

REINS OF H.O.P.E.

By: 
Authorized Representative

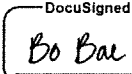
Name: Samantha Balcezak

Title: Executive Director

Date: 3/1/2022

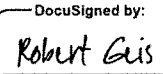
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: 
Deputy County Counsel

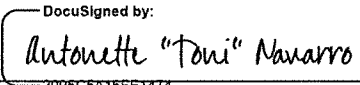
APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
Deputy

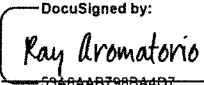
RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: 
Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By: 
Risk Manager

THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:

EXHIBIT A – MHS STATEMENT OF WORK

EXHIBIT A-1 MHS Equine Assisted Psychotherapy

EXHIBIT B – Omitted Intentionally. Not applicable to this Agreement.

EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

EXHIBIT D - Omitted Intentionally. Not applicable to this Agreement.

EXHIBIT E - PROGRAM GOALS, OUTCOMES AND MEASURES

EXHIBIT A (MHS)
STATEMENT OF WORK

EXHIBIT A-1
STATEMENT OF WORK: MHS
EQUINE ASSISTED PSYCHOTHERAPY PROGRAM

- I. PROGRAM SUMMARY.** The purpose of this program is to establish a community partnership between the County and Reins of H.O.P.E. to implement Equine Assisted Psychotherapy (EAP), a mental health program with professionals certified by the Equine Assisted Growth and Learning Association (EAGALA). The program will utilize the EAGALA mental health treatment experimental model with participants who will engage and interact with horse.

EAP uses horses as co-therapists for emotional growth and learning. EAP is known as an effective form of experiential therapy that strengthens and develops non-verbal and verbal communication, assertiveness, creative thinking and problem-solving, leadership, trust, responsibility, confidence, and relationships. EAP addresses behavioral issues, attention deficit hyperactivity disorder, substance abuse, depression, anxiety, eating disorders, relationship problems, communication needs, and team building to improve the mental health of a participant. Participants are adolescent (age 10–15 years old) and transitional age youth (TAY) (age 16–24 years old) who receive services and are open to the County and are provided services in Lompoc (Program).

II. PROGRAM GOALS.

- A. Improve the mental health of participants by enhancing communication and problem-solving skills, building confidence, and creating trust in self and relationships through EAP-tailored interactive activities that enhance the horse-human relationship. The participants may then navigate between the reasoning and feeling parts of the brain without speaking in a supported, non-judgmental environment.
- B. Increase adolescent and TAY participant engagement in services.
- C. Improve social skills and emotional regulation.

III. SERVICES. Contractor shall provide the following services including, but not limited to:

- A. Implement and oversee the Program and accept as participants in the Program adolescent and TAY clients who meet the criteria established by the County and are referred to the Program by the County.
- B. Obtain required releases from the County for participants referred to the Program.
- C. Provide two (2) group sessions to consist of the following:
 - 1. One (1) group session for adolescent participants 10-15 years of age and one (1) group session for TAY participants 16-24 years of age;
 - i. There shall be a minimum of four (4) and a maximum of ten (10) participants per group session.
 - ii. County staff will be included in the group sessions.
 - iii. The group sessions shall be single sex groups. However, group sessions may be coed if mutually agreed upon by Reins of H.O.P.E. and County staff.
 - iv. Parents/Guardians will not be included in the group sessions.

2. Group sessions shall be eight (8) week sessions held twice monthly for each participant.
 - i. A participant may attend two (2), eight (8) week sessions for a total of sixteen (16) weeks if space is available and if such participation is warranted and mutually agreed upon by Reins of H.O.P.E. and County staff.
 - ii. One (1) hour group sessions shall occur on a predetermined day and time mutually agreed upon by Reins of H.O.P.E. and County staff.
 3. Provide one (1) certified Licensed Marriage and Family Therapist and one (1) Equine Specialist who are both certified by the EAGALA. Contractor shall carry professional liability insurance and provide written proof of certification and insurance coverage upon request by the County.
 - i. Both the EAGALA certified Licensed Marriage Family Therapist and the EAGALA certified Equine Specialist staff shall be present and in the arena during the entire duration of each group session.
 4. Conduct a pre-intake survey and a post-assessment survey after eight (8) weeks of group sessions, which shall use deidentified, random numbering identification assigned by the County for each participant.
 - i. Provide County staff with participant pre-intake and post-assessment survey information in writing within 72-hours of administration of the survey.
 - ii. Provide County staff with written summaries or feedback on participants within 72-hours after each group session.
 5. Utilize the EAGALA mental health treatment experimental model with participants who will engage and interact with horses to consist of the following:
 - i. Therapy-focused experiences that allow participants to explore, problem-solve, overcome challenges, and discover.
 - ii. Activities to include grooming, walking, and moving the horses from one place to another to improve group collaborative skills and emotional regulation.
 - iii. No horseback riding by participants shall be involved.
- D.** Make all arrangements for a facility site to conduct the Program to include the following locations and with the following provisions:
1. Facility site:
 - i. Santa Ynez Valley Equestrian Center, located at 195 North Refugio Road, Santa Ynez, California; or
 - ii. A & M Ranch, located at 3535 Baseline Avenue, Santa Ynez, California.
 2. Transport the needed horses to the facility site; or
 3. Arrange for the facility site to transport and provide the horses; and
 4. Obtain and keep on file insurance from the facilities where the Program will be located and provide to the County if requested.
- E.** Maintain and provide the County with a log of participant attendance per group session.

IV. Provide the Program at no cost to the County. Program services under this Agreement are dependent on donation, foundation, or grant funding. For the term of the Agreement, Contractor will provide the Program at no cost to the County and fund its part of the Program through an unrestricted \$5,000 grant it solicited from the Judith Knell Binder Family Foundation.

V. **CONFIDENTIALITY.**

A. Contractor, its employees, agents, or subcontractors agree to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; Title 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Section 14100.2; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Paragraph 34 (Compliance with HIPAA) of this Agreement, as applicable. Patient records must comply with all appropriate State and Federal requirements.

B. Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of services under this Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

C. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all Protected Health Information (PHI), Personal Information (PI) and Personally Identifiable Information (PII) accessed in a database maintained by County, received by Contractor from County, or acquired or created by Contractor in connection with performing functions, services, or activities specified in this Agreement on behalf of County that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify County of the conditions that make the return or destruction infeasible, and County and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. This paragraph shall also apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

VI. **CULTURAL COMPENTENCE.**

A. **Report on Capacity.** Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including

1. The number of bilingual and bicultural staff, and the number of culturally diverse clients receiving Program services; and
2. Efforts aimed at providing culturally competent services such as trainings provided to staff, changes or adaptations to service protocol, community education/outreach, etc.

B. **Communicate in Preferred Language.** At all times, the Contractor's Program(s) shall be staffed with personnel who can communicate in the client preferred language, or Contractor shall provide interpretation services, including American Sign Language (ASL).

C. **Cultural Considerations When Providing Services.** Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must also be printed in Spanish (threshold language).

- D. Services and Programs in Spanish.** Services and programs offered in English must also be made available in Spanish, if clients identify Spanish as their preferred language, as specified in subsection B above.

VII. COUNTY RESPONSIBILITIES. County shall:

- A.** Identify and designate County staff to work in collaboration with Reins of H.O.P.E. to implement the Program, oversee the referral process, and transport County adolescent and TAY clients for participation in the Program to consist of the following:
1. A total of five (5) County staff consisting of:
 - i. Four (4) County staff including one (1) Clinician and one (1) Rehabilitation Specialist or Case Worker per group who will participate in the group sessions with participants.
 - ii. One (1) County staff to act as the liaison with Reins of H.O.P.E. staff and to oversee the administration of the Program.
- B.** Identify and refer any adolescent or TAY individual who is open to the County Lompoc system of care, and who, through the County staff review process, has demonstrated the ability to follow directions and has no history of animal abuse.
1. Provide deidentified, random numbering identification assigned by the County for each participant to Reins of H.O.P.E. staff for the pre-intake and post-assessment surveys.
- C.** Obtain and provide to Reins of H.O.P.E. staff all release forms that are necessary for Program participation including, but not limited to, parent/guardian authorization, COVID-19 Notice and Waiver, and release of liability.
- D.** Provide participants with transportation to and from the designated riding facility.
- E.** Evaluate the Program utilizing information provided by Reins of H.O.P.E. from the pre-intake and post-assessment surveys and the adolescent and TAY clients' CANS and PSC assessments to gauge the effectiveness of the Program.
- F.** Provide a deidentified summary of the Program results to Reins of H.O.P.E.
- G.** All County Clinicians and Rehabilitation Specialists or Case Workers who are on site at the Program location shall assist and participate with the adolescent and TAY clients in all the equine activities.
- H.** County staff will provide Group Therapy to participants and process the equine experience and lessons learned with the participants.
- I.** Transportation, rehabilitation services, group rehabilitation and therapy are Medi-Cal billable.
1. County staff shall document the session to Medi-Cal standards and relevant County policies. Services will be documented in a treatment plan.
 2. Behavioral Wellness Quality Care Management (QCM) will monitor County staff documentation and County staff licenses.
- J.** Coordinate services for participants with Reins of H.O.P.E. staff that are mutually agreed upon by the County and Reins of H.O.P.E. staff.

EXHIBIT B

**OMITTED INTENTIONALLY. NOT
APPLICABLE TO THIS AGREEMENT**

EXHIBIT C

STANDARD INDEMNIFICATION

AND

INSURANCE PROVISIONS

EXHIBIT C
INDEMNIFICATION AND INSURANCE REQUIREMENTS
(SPECIFIC TO THIS CONTRACT)

(For Professional Contracts version 2014 04 04)

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 \$500,000 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:

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.
 - 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

**OMITTED INTENTIONALLY. NOT
APPLICABLE TO THIS AGREEMENT**

EXHIBIT E

PROGRAM GOALS, OUTCOMES AND MEASURES

EXHIBIT E
PROGRAM GOALS, OUTCOMES AND MEASURES

Program Evaluation*		
Program Goals	Outcomes	Outcomes are total number or %
1. Provide mental health (and/or substance abuse) services for adolescent and transitional age youth and their families.	A. Unique clients served per year	48-60
	B. Total group sessions quarter/per year	12/48
	C. Number of group sessions attended per client	0-8
	D. Percent of clients who attend all sessions	70%
2. Reduce mental health and substance abuse symptoms resulting in reduced utilization of involuntary care.	A. Psychiatric inpatient admissions	≤ 5
3. Assist clients in their mental health recovery process and with developing the skills necessary to lead healthy and productive lives in the community.	A. CANS (% completed)	N/A
	B. CANS Improvement in 3+ Domains (report % positive change by domain)	≥ 10 (In 3 of six)
	C. PSC (% completed)	N/A

*Amendments to Exhibit E do not require a formal amendment to this Agreement but shall be agreed to in writing by Contractor and the Director of the Department of Behavioral Wellness or designee.