

Contract Summary Form: Contract Number: BC 12-078

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (£\$25,000). See also "Contracts for Services" policy. Form not applicable to revenue contracts.

D1. Fiscal Year: FY 2011/12
 D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) 022
 D3. Requisition Number.....:
 D4. Department Name.....: Probation
 D5. Contact Person: Lee Bethel
 D6. Phone.....: 805 882-3753

K1. Contract Type (check one): Personal Service Capital Project/Construction
 K2. Brief Summary of Contract Description/Purpose : Cognitive Behavioral Therapy group facilitation
 K3. Original Contract Amount.....: \$391,989
 K4. Contract Begin Date: 10/15/2011
 K5. Original Contract End Date.....: 06/30/2012

K6. Amendment History (leave blank if no prior amendments):

Seq#	EffectiveDate	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose (2-4 words)
		\$	\$	\$		

K7. Department Project Number

B1. Is this a Board Contract? (Yes/No).....: Yes
 B2. Number of Workers Displaced (if any): 0
 B3. Number of Competitive Bids (if any): 0
 B4. Lowest Bid Amount (if bid): \$
 B5. If Board waived bids, show Agenda Date:
 B6. ... and Agenda Item Number.....: #
 B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶) : Yes

F1. Encumbrance Transaction Code: 1701
 F2. Current Year Encumbrance Amount.....: \$391,989
 F3. Fund Number.....: 0001
 F4. Department Number.....: 022
 F5. Division Number (if applicable).....: 04
 F6. Account Number: 7460
 F7. Cost Center number (if applicable).....:
 F8. Payment Terms.....: Net 30

V1. Vendor Numbers (A=uditor; P=purchasing): 013654
 V2. Payee/Contractor Name: Community Solutions Incorporated
 V3. Mailing Address: 4 Griffin Rd Ste 100B
 V4. City State (two-letter) Zip (include +4 if known).....: Windsor, CT 06095
 V5. Telephone Number.....: (860) 683-7100
 V6. Contractor's Federal Tax ID Number (EIN or SSN).....:
 V7. Contact Person.....: Robert Pidgeon
 V8. Workers Comp Insurance Expiration Date.....:
 V9. Liability Insurance Expiration Date[s] (G=ent; P=rofl)
 V10. Professional License Number: #
 V11. Verified by (name of County staff):
 V12. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 9/28/11

: Authorized Signature:

A handwritten signature in black ink, appearing to read "Dan Lett", is written over a horizontal line. The signature is cursive and includes a long horizontal stroke at the end.

**COUNTY OF SANTA BARBARA PURCHASING
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, Incorporated**, having its principal place of business at 4 Griffin Road North, Suite 100B, Windsor, CT 06095 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** Lee Bethel, Probation Manager at phone number (805) 882-3753 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Robert Pidgeon at phone number (860) 683-7100 are the authorized representatives 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 first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: **Santa Barbara County Probation**
 117 E. Carrillo St.
 Santa Barbara, CA 93101
 Attention: Lee Bethel

To CONTRACTOR: **Community Solutions, Inc.**
 4 Griffin Road North, Suite 100B
 Windsor, Ct 06095
 Attention: Robert Pidgeon

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with Exhibit A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on **October 15, 2011** and end performance upon completion, but no later than **June 30, 2012** unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** 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 **117 E. Carrillo St., Santa Barbara, CA 93101**, 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.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent CONTRACTOR and not as an employee of COUNTY. 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.

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. **TAXES.** 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.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, 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.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** 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, and any material necessary for the practical use of the data and/or documents 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 materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **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 practices. 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.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of Exhibit C attached hereto and incorporated herein by reference.

14. **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.

15. **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.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. 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 or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service 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.

2. 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 this Agreement by written notice which shall be effective upon receipt by CONTRACTOR.

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 thirty (30) days of written notice to COUNTY of such late payment.

18. 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.

19. 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.

20. 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.

21. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. 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.

23. 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 estoppels.

24. 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.

25. COMPLIANCE WITH LAW. CONTRACTOR shall, at his 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 be 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.

26. CALIFORNIA LAW. 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.

27. 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.

28. AUTHORITY. All 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.

29. 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.

30. BUSINESS ASSOCIATE. The County is considered to be a "Hybrid Entity" under the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq. and its implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, ("Privacy Rule"). The Contractor is considered to be a "Business Associate" under the Privacy Rule.

The County and Contractor acknowledge that the Privacy Rule mandates them to enter into a business associate agreement in order to safeguard protected health information that may be accessed during the performance of this Agreement. The parties agree to the terms and conditions set forth in Exhibit D - HIPAA Privacy Business Associate Addendum.

Agreement for Services of Independent Contractor between the **County of Santa Barbara and Community Solutions, Incorporated**

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

COUNTY OF SANTA BARBARA

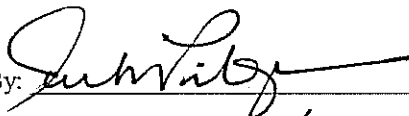
By: _____
JONI GRAY
CHAIR, BOARD OF SUPERVISORS

Date: _____

ATTEST:
CHANDRA WALLAR
CLERK OF THE BOARD

CONTRACTOR

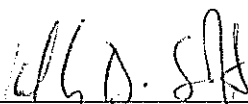
By: _____
Deputy

By:  _____

SocSec or Tax ID Number: 06-1580562

APPROVED AS TO FORM:
DENNIS MARSHALL

APPROVED AS TO ACCOUNTING FORM:
AUDITOR-CONTROLLER

By:  _____
Deputy County Counsel

By:  _____
Deputy

APPROVED AS TO FORM:
RISK MANAGEMENT

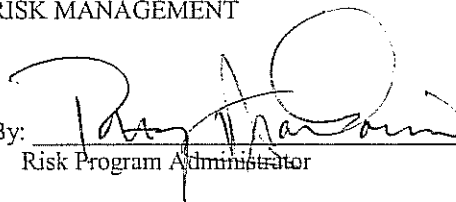
By:  _____
Risk Program Administrator

EXHIBIT A

STATEMENT OF WORK

1. The CONTRACTOR shall provide the following services and personnel:

a. Name of Service Component:

Community Solutions, Incorporated (CSI) will provide Day Reporting Center (DRC) services to referred Santa Barbara County Probation (SBCP) clients at its current DRC locations in Santa Barbara and Santa Maria. Up to 30 client slots will be allocated at each DRC site at any given time.

b. Description of Component:

Clients will be referred based upon needs assessed by the COMPAS (to be completed by County employees) and placed into appropriate intervention services. Referrals can be made for clients in need of re-entry services, clients in violation status referred as part of a sanction program and/or for clients who are otherwise in good standing, but who need the additional service/support. The available interventions/services will include:

- ✓ Cognitive Behavioral Therapy (CBT) groups and Life Skills - Reasoning and Rehabilitation II (R & R II)
- ✓ Employment Services groups
- ✓ Limited Transportation Assistance
- ✓ Referrals to Community Providers (e.g., mental health counseling, educational services, vocational services)
- ✓ Referrals to AB 109 Housing

R & R II is a 14 lesson curricula, with a dosage of twice weekly for 1.5-2 hours per group. The course can be completed in 7 weeks. In keeping with the evidence-based model's fidelity, the groups will be closed groups (meaning that once the number of enrollees reaches the requisite number, no additional participants will be added to that particular group).

Intervention Specialists will facilitate two distinct groups in each DRC per week for a total of eight CBT groups each week countywide. They will also hold make-up sessions and conduct individual sessions.

The Intervention Specialists will meet individually with participants two times per month for check-ins. Check-ins allow for a brief meeting to get/give feedback on a participant's performance, level of understanding, etc. The check-ins could occur either at the Probation Offices or DRC locations.

Number of sessions per group: 14

Approximate Length of Session: 90-120 minutes

Clients per group: Maximum of 15

Check In: Minimum of four times; but two times per month until completion

Employment Readiness Groups will provide job preparedness training and will assist offenders to secure employment by promoting themselves in a positive manner. Offenders will be taught how to fill out a job application, write a resume, dress appropriately, speak with potential employers in an interview and on the telephone, follow-up on leads, communicate their needs in obtaining their overall employment goals, workplace etiquette, use of public and private employment agencies, job searching techniques, and record-keeping. Clients will have access to computers at the DRC for job searching and resume preparation. Clients will also be given training on available apprenticeship programs, test-taking pointers, and support in the job search process. In addition, follow-up procedures such as completing thank you letters after employment interviews as well as work habit development and ethics and conflict resolution will be addressed.

Number of sessions per group: 9
Approximate Length Session: 60 minutes
Clients per group: Maximum of 12

Transportation Services will include providing bus passes to clients who require assistance to attend program, conduct job searches, or other sanctioned activities.

c. Unit of Service per Client Defined:

Services will be determined by assessed needs and/or sanction level of clients. Clients will participate up to six (6) days a week in Day Report Center activities or services determined on an individual basis for a period up to 120 days including aftercare.

d. Budgeted Service Level:

Up to 30 active client slots will be allocated at each Day Report Center site with approximately 240 served annually,

e. Locations of Service:

Santa Barbara Sheriff's Day Report Center, 127 E. Carrillo St., Santa Barbara, Ca 93101
Santa Barbara Sheriff's Day Report Center, 1775 South McClelland St., Santa Maria, CA 93454

f. Hours of Operation:

Monday through Thursday during the hours of 9:00 AM and 8:00 PM; Friday during the hours of 9:00AM and 7:00 PM; and Saturday 9:00 AM and 5:00 PM.

g. Treatment Position Title:

Intervention Specialist

h. Qualifications of Position:

Master's degree plus one (1) year experience or Bachelor's Degree plus three (3) years experience in social services field. Three years experience in teaching, training and/or group facilitation. Considerable oral and written communication skills. Education may be substituted with experience on a year by year basis.

i. Budgeted full-time equivalency (FTE):

See statement of work.

2. CLIENT REFERRAL & ATTENDANCE MONITORING:

a. Utilize AB 109/117 funds to serve clients targeted via the COMPAS assessment and referred by COUNTY. The COUNTY will provide orientation in the uses, interpretation, and limitations of the COMPAS and other assessment tools utilized by the COUNTY in the case management of the clients.

b. If CONTRACTOR feels referred client is not appropriate for the services provided under this contract, CONTRACTOR shall notify COUNTY'S Assigned Supervisor or designee within 24 hours of that determination. Clients may be dropped or disqualified from services by CONTRACTOR with approval from aforementioned COUNTY representative.

- c. Make initial contact with referred client within three (3) business days of referral, and begin providing services within ten (10) business days of that client becoming available for services (e.g. release from custody or return to the community).
- d. Notice COUNTY if unable to make contact or begin services within proscribed time, or if client has two consecutive unexcused no-shows.
- e. CONTRACTOR shall provide twice monthly status reports to COUNTY in a format approved in advance by COUNTY. The status reports shall include the name of all clients receiving services, the names of all clients awaiting services, the referral and enrollment dates for each, the number of sessions scheduled, attended, and missed, discharge dates, and type of discharge.

3. OTHER SERVICE DELIVERY REQUIREMENTS:

a. Criminal Records Check

Insure that all existing staff and prospective staff and volunteers assigned to this project will have a criminal record check. The criminal record check shall be through one of the local law enforcement agencies and consist of a local law enforcement record check, a California Department of Motor Vehicle check, and a live scan submitted to the California Department of Justice (CDOJ). CONTRACTOR shall complete and submit the Grant Staff Records Check form (attached hereto as Exhibit A-1) as appropriate for existing and prospective staff or volunteers.

Prospective CONTRACTOR staff or volunteer may commence services only after the results of the live scan have been received by the CONTRACTOR from the CDOJ and the person is deemed as suitable for work with the CONTRACTOR.

The CONTRACTOR will make provisions for staff or volunteers to be live scanned and any associated costs.

Failure by CONTRACTOR to comply with the criminal records check requirements may result in withholding of invoice payments until compliant.

b. Required Staffing List and Criminal Law Violation Notification

Provide to COUNTY Probation Department Personnel Office a list of all existing CONTRACTOR staff employees/volunteers providing services to COUNTY Probation Department clients and provide written notice of any new criminal law violations the CONTRACTOR becomes aware of that affect any of these employees/volunteers.

c. Staff Professional Standards

Warrant that all employees and volunteers under this contract have background, training, work experience, licenses, and supervision necessary for the performance of services in a manner of, and according to the standards observed by, a practitioner of the same profession and in keeping with all Federal, State and County Laws. CONTRACTOR shall provide a list of current employees and copies of permits, licenses, certifications or other documents certifying staff training and qualifications upon demand from COUNTY.

d. Drugs and Alcohol

Not allow the use or possession of drugs, including alcohol in the workplace or facility.

e. Incident Reporting

CONTRACTOR to report to COUNTY within 24 hours (excluding holidays & weekends) any notable incidents occurring while clients are receiving services under this contract pursuant to the following outline:

1. Physical confrontation between staff and client, between clients when medical attention is required, between minors and non-staff, between staff and non-staff, and any threats of violence, including self-inflicted violence.
2. Any law violation.
3. Possession of any illegal drugs, paraphernalia, weapons or other contraband.
4. Failure to participate in program.
5. Participant discharge or disqualification from program and reasons for this.

f. Confidentiality

Agree to maintain the confidentiality of client records pursuant to: Penal Code, Sections 11140, 11142 and 1330.

g. Status Reports

On request of COUNTY, provide written status reports on forms provided by COUNTY and delivered to such places and times as directed by COUNTY.

h. Aggregate Outcomes

CONTRACTOR must be mindful and work toward the following aggregate outcomes of the DRC Program which include: reducing or eliminating anti-social behavior and ideation, as well as reducing or eliminating criminal behavior.

i. Meetings

Participate in meetings held by COUNTY or COUNTY's designee as related to the PRRC/Reentry program and [if applicable] cooperate in the data collection for CONTRACTOR's particular component and will provide data as requested by the COUNTY Program Evaluator.

EXHIBIT B

FINANCIAL ARRANGEMENTS

1. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed the funded maximum of **\$391,989** or the term of this contract.
2. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **Exhibit A**, as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Exhibit B-1** (Budget). Invoices submitted for payment that are based upon **Exhibit B-1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **Exhibit A**.
3. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and, if found to be satisfactory and within the cost basis of **Exhibit B-1**, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
4. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
5. CONTRACTOR MONTHLY INVOICING REQUIREMENTS:

- a. Invoice Format

Monthly invoices shall be in a COUNTY pre-approved format. The invoice shall list costs by staff position (including total hours by position) and operating expense and equipment costs consistent with the account listings on the attached Exhibit B-1 Budget. COUNTY reimbursable costs and any required match shall be identified in the specific format required by the COUNTY.

- b. Invoice Linkage to Exhibit B-1 Budget Positions

Any invoiced staff positions or equipment costs not listed in the Exhibit B-1 Budget of this contract will not be reimbursed by the COUNTY unless approved in advance by the COUNTY.

- c. Invoice Timely Submission

CONTRACTOR shall submit monthly invoices by the tenth of each subsequent month to the COUNTY DESIGNATED REPRESENTATIVE (i.e. representative listed in paragraph 2, Notices, of the main body of this contract).

d. Invoice Signature

Invoices shall be signed and dated by an authorized CONTRACTOR official, as well as, identifying the name and title of the accounting staff person preparing the invoice.

e. Copies of Payroll Ledgers

A copy of all payroll ledgers for the invoice service period for each staff person directly claimed on the invoice shall be attached to the invoice. CONTRACTOR will be notified if any invoice is missing copies of required payroll ledger. **IMPORTANT: Monthly invoices will not be considered valid until copies of all required timecards/payroll ledgers are received by the COUNTY.**

f. Administrative/Overhead Costs

Allocated Administrative/Overhead costs may only be claimed if identified in the Exhibit B-1 budget of this contract.

g. Administrative/Overhead Documentation

Annually, COUNTY may require the CONTRACTOR to submit written documentation to support the calculation of the set percentage and basis used to allocate administrative/overhead costs for the fiscal year in question, as well as, identifying all administrative/overhead costs by line item and by staff position for salaries.

h. Board of Directors List

To the first monthly invoice submitted under this contract, the CONTRACTOR shall attach a list of the agency's Board of Directors including addresses, phone numbers and titles of officers who are members of the Board. **IMPORTANT: The first monthly invoice will not be considered valid until a copy of this list of the Board of Directors is received by the COUNTY.**

6. OTHER FINANCIAL REQUIREMENTS:

a. CPA Prepared Financial Audit Report

CONTRACTOR shall provide a copy of the most recent CONTRACTOR financial audit and related management letter (prepared by a Certified Public Accountant) to the County along with the first monthly claim under this contract and annually thereafter with the same calendar month invoice if this contract covers multiple years. The submission of the aforementioned audit report and management letter shall be a precondition for payment of the aforementioned calendar month for each year covered by this contract.

b. Delivery of Service Commitment

Aside from initial contract start-up timing delays (e.g. hiring delays or locating proper facilities), CONTRACTOR is expected to deliver the level of services (by fiscal year) as specified on the attached Exhibit B-1 Budget. CONTRACTOR understands that having a lot of unused funds for any given fiscal of

this contract may jeopardize the ability of our collaborative program to meet grant performance measures and may raise questions about the need and viability of this grant program.

c. Fiscal Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the CONTRACTOR's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from support documentation to the accounting record to the financial reports and billings. These records shall be maintained for a minimum of four (4) years after the date of completion of the project and shall be subject to examination and audit by authorized State or COUNTY representatives at any time during CONTRACTOR's regular business hours upon reasonable notice.

d. Inspection of Records

Make sure books, records, documents and other evidence available to the COUNTY, or its designee or authorized representative, during the course of the project or final audit, whichever is later, and provide suitable facilities for access, monitoring, inspection, and copying thereof.

e. Access to Staff and Facilities

Permit the COUNTY, or its authorized agents, to have access to the project staff and facilities whenever project activities are in progress and provide that the CONTRACTOR will provide proper facilities for access, monitoring and inspection.

EXHIBIT B-1

	<u>Santa Maria Location</u>	<u>Santa Barbara Location</u>	<u>Total</u>
DIRECT COSTS:			
SALARY & BENEFITS			
Program Director	9,567	10,062	19,629
Intervention Specialist	52,500	52,500	105,000
Benefits	29,864	29,927	59,791
Total Salary and Benefits:	<u>91,931</u>	<u>92,489</u>	<u>184,420</u>
OPERATING COSTS			
Employee Costs	3,490	3,490	6,980
Mileage	1,238	1,238	2,476
Training	2,250	2,250	4,500
Travel	8,825	8,825	17,650
Subcontracted Programming/Housing	495	495	990
Client Training/Reading Materials & Supplies	7,850	6,300	14,150
Shared Facility Expenses	40,105	42,773	82,878
Equipment	9,875	9,875	19,750
Supplies	4,312	4,312	8,624
Total Operating Costs:	<u>78,440</u>	<u>79,558</u>	<u>157,998</u>
TOTAL DIRECT COSTS:	<u>170,371</u>	<u>172,047</u>	<u>342,418</u>
INDIRECT COSTS:			
Indirect Cost @ 14.5% of Direct Costs	24,624	24,947	49,571
TOTAL COST:	<u>\$ 194,995</u>	<u>\$ 196,994</u>	<u>\$ 391,989</u>

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts NOT requiring professional liability insurance

INDEMNIFICATION

Indemnification:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgements or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgements or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. **Workers' Compensation Insurance.** Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by Department of Industrial Relations for State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.
2. **General and Automobile Liability Insurance.** The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the Contractor in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder.

CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, employees, and agents shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only".

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain at current certificate(s) of insurance all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the contractor may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY'S Risk Manager is authorized to change the above insurance requirements, with concurrence with County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY'S risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

EXHIBIT D

HIPAA Privacy Business Associate Addendum

Recitals

1. The parties acknowledge that the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, ("Privacy Rule"), mandate them to enter into a CONTRACTOR agreement in order to safeguard protected health information that may be accessed during the performance of the Agreement.
2. NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:
 - a. **Use and Disclosure of Protected Health Information**

Except as otherwise provided in this Agreement, the CONTRACTOR may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of the COUNTY, as specified in this agreement, provided that such use or disclosure does not violate the Privacy Rule. The uses and disclosures of PHI may not exceed the limitations applicable to the COUNTY under the regulations except as authorized for management, administrative or legal responsibilities of the CONTRACTOR. [45 Code of Federal Regulations sections 164.502(e), 164.504(e)(2)(i)(A) and (B), 164.506, 164.508, 164.510, 164.512 and 164.514]
 - b. **Further Disclosure of PHI**

The CONTRACTOR shall not use or further disclose PHI other than as permitted or required by this Agreement, or as required by law. [45 Code of Federal Regulations sections 164.502, 164.504(e)(2)(i) and (e)(2)(ii)(A), 164.506, 164.508, 164.510, 164.512 and 164.514]
 - c. **Safeguarding PHI**

The CONTRACTOR shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. [45 Code of Federal Regulations sections 164.504(e)(2)(ii)(B), 164.530(c)(2)]
 - d. **Unauthorized Use or Disclosure of PHI**

The CONTRACTOR shall report to the COUNTY any use or disclosure of the PHI not provided for by this Agreement or otherwise in violation of the Privacy Rule. [45 Code of Federal Regulations sections 164.504(e)(2)(ii)(C)]
 - e. **Agents and Subcontractors of the CONTRACTOR**

The CONTRACTOR shall ensure that any agent, including a subcontractor, to which the CONTRACTOR provides PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY, shall comply with the same restrictions and conditions that apply through this

Agreement to the CONTRACTOR with respect to such information. [45 Code of Federal Regulations sections 164.504(e)(2)(ii)(D)]

f. Access to PHI

At the request of the COUNTY, and in the time and manner designated by the COUNTY, the CONTRACTOR shall provide access to PHI in a Designated Record Set to an Individual or the COUNTY to meet the requirements of 45 Code of Federal Regulations section 164.524.

g. Amendments to Designated Record Sets

The CONTRACTOR shall make any amendment(s) to PHI in a Designated Record Set that the COUNTY directs or at the request of the Individual, and in the time and manner designated by the COUNTY in accordance with 45 Code of Federal Regulations section 164.526.

h. Documentation of Uses and Disclosures

The CONTRACTOR shall document such disclosures of PHI and information related to such disclosures as would be required for the COUNTY to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528. CONTRACTOR agrees to implement a process that allows for an accounting to be collected and maintained by CONTRACTOR and its agents or subcontractors for at least six years prior to the request, but not before the compliance date of the Privacy Rule.

i. Accounting of Disclosure

The CONTRACTOR shall provide to the COUNTY or an Individual, in the time and manner designated by the COUNTY, information collected in accordance with 45 Code of Federal Regulations section 164.528, to permit the COUNTY to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.

j. Records Available to Covered Entity and Secretary

The CONTRACTOR shall make available records related to the use, disclosure, and privacy protection of PHI received from the COUNTY, or created or received by the CONTRACTOR on behalf of the COUNTY, to the COUNTY or to the Secretary of the United State Department of Health and Human Services for purposes of investigating or auditing the COUNTY's compliance with the privacy requirements, in the time and manner designated by the COUNTY or the Secretary.

k. Destruction of PHI

1) Upon termination of this Agreement for any reason, the CONTRACTOR shall:

a) Return all PHI received from the COUNTY, or created or received by the CONTRACTOR on behalf of the COUNTY required to be retained by the Privacy Rule;

or

b) Return or destroy all other PHI received from the COUNTY, or created or received by the CONTRACTOR on behalf of the COUNTY.

This provision also shall apply to PHI in possession of subcontractors or agents of the CONTRACTOR. The CONTRACTOR, its agents or subcontractors shall retain no copies of the PHI. However, CONTRACTOR, its agents or subcontractors shall retain all protected information throughout the term

of the Agreement and shall continue to maintain the information required under Section 8 for a period of six years after termination of the Agreement.

2) In the event the CONTRACTOR determines that returning or destroying the PHI is not feasible, the CONTRACTOR shall provide the COUNTY notification of the conditions that make return or destruction not feasible. If the COUNTY agrees that the return of the PHI is not feasible, the CONTRACTOR shall extend the protections of this Agreement to such PHI and limit further use and disclosures of such PHI for so long as the CONTRACTOR, or any of its agents or subcontractors, maintains such PHI. [45 Code of Federal Regulations sections 164.504(e)(2)(ii)(I)]

l. Amendments to Agreement

The Parties agree to take such action as is necessary to amend this Agreement as necessary for the COUNTY to comply with the requirements of the Privacy Rule and its implementing regulations.

m. Mitigation of Disallowed Uses and Disclosures

The CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that is known to the CONTRACTOR of a use or disclosure of PHI by the CONTRACTOR in violation of the requirements of this Agreement or the Privacy Rule. [45 Code of Federal Regulations sections 164.530(f)]

n. Termination of Contracts

The COUNTY shall terminate this contract upon knowledge of a material breach by the CONTRACTOR of which the CONTRACTOR fails to cure. [45 Code of Federal Regulations sections 164.504(e)(2)(iii)]

o. Definitions

Terms used, but not otherwise defined, in this amendment shall have the same meaning as those in the Privacy Rule.

p. Interpretation

Any ambiguity in the amendment shall be resolved to permit COUNTY to comply with the Privacy Rule.