

Attachment D:
Stalwart Clean and Sober, Inc.
FY 21-23 Purchase Order (CN24037)



COUNTY OF SANTA BARBARA

PURCHASING AGENT
105 EAST ANAPAMU ST. RM. B5
SANTA BARBARA, CA 93101

ORDER
CN24037
Page No. 1 of 2
PO Date JUL/01/2020

REFER INQUIRIES TO BUYER:
RICK HARDY
Phone: 805-568-2691
Fax: 805-568-2705

SHIP-TO: BEHAVIORAL WELLNESS - DIRECTED

SUPPLIER: Attn:
STALWART CLEAN AND SOBER
P O BOX 2315 446
SANTA BARBARA
CA 93121

BILL TO: BEHAVIORAL WELLNESS - FISCAL
429 N. SAN ANTONIO RD.
SANTA BARBARA, CA 93110
Phone: 805/681-5168

Phone: 805-705-0603
Fax: 805/968-7405

Table with columns: TERMS, JOB, SUPPLIER CODE, DELIVERY DATE, RECEIVED BY, REG. No.
NET30, DESTINATION-PREPAY & ADD, 19932, JUN/30/2022, AMBER FOSCHAAR, CN23282

Table with columns: QTY, QUANTITY, G/L ACCOUNT DESCRIPTION, PRICE/UNIT, EXTENSION
1, 1 LOT, 0048+043+7469+4799+0000+0000, 30,000.00 /LOT, 30,000.00

Stalwart Clean and Sober Inc - Vendor #10032 - Mental Health Services
SPECIAL NOTICE TO SUPPLIER: THIS CONTRACT REPLACES YOUR PREVIOUS YEAR CONTRACT #CN23282 WHICH EXPIRES ON JUNE 30, 2020. YOU MUST SIGN & RETURN THIS REPLACEMENT CONTRACT, AND YOU MUST REFERENCE THE NEW NUMBER ON ALL INVOICES & CORRESPONDENCE RELATED TO THE DESCRIBED WORK EFFECTIVE JULY 1, 2020.

GENERAL: Stalwart Clean and Sober, Inc., at a contract maximum not to exceed \$30,000.00 (\$15,000.00 per fiscal year) to provide for Alcohol and Drug Free Housing as described in the attached: Standard Terms and Conditions, Additional Terms and Conditions, Exhibit(s) A, B, B-1, and X.

CONTRACT PERIOD: July 1, 2020 through June 30, 2022.

LIMITATIONS: Total expenditure for the period shall not exceed \$30,000.00. Any increase or decrease in this total amount may be authorized only upon written notice from the County Purchasing Manager.

STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS apply.
Insurance documents already on file in Purchasing Division.

THIS CONTRACT IS NOT VALID FOR AMOUNTS IN EXCESS OF TWO HUNDRED THOUSAND DOLLARS (\$200,000)

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 105 E. Anapamu St, RM B-5, Santa Barbara, CA 93101.

Accepted By: (X) [Signature]
Print Name/Title: STEVE GORALSKI Date: 7-10-20
DIRECTOR

Applicable License # (Medical/Contractor/Etc):

Continued on next page...

- (1) The order number and Bill to dept. name shown above must appear on all invoices, shipping papers, packages and correspondence.
(2) Mail invoices to the "bill to" address.
(3) All duty and/or taxes must be shown separately on invoice where applicable.
(4) This order is subject to the terms and conditions stated, including non-discrimination in employment, hazardous chemical and equipment safety standards, that are available for viewing at www.countyofsb.org.
For Goods the County Code Section 2-96 requires: if complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order.

[Signature: Rick Hardy]
COUNTY OF SANTA BARBARA



STANDARD TERMS & CONDITIONS

FOR INDEPENDENT CONTRACTORS

THESE TERMS & CONDITIONS apply to the Contract established between the County of Santa Barbara, a political subdivision of the State of California (“COUNTY”) by its Purchasing Division (“Purchasing”), and the individual or entity identified on the Contract form to which this document is attached (“CONTRACTOR”), including CONTRACTOR’s agents, employees or sub-contractors. **CONTRACTOR’s signature on the Contract form means CONTRACTOR has read and accepted these terms and conditions.**

1. SCOPE OF SERVICES / COMPENSATION. CONTRACTOR agrees to provide services to COUNTY, and COUNTY agrees to pay CONTRACTOR, according to the attached Statement of Work. (The term “Statement of Work” refers to all attached language describing the services to be performed and the compensation to be paid, whether found in a Proposal, Estimate, Quote, correspondence, and/or any other attached document, and includes the narrative text appearing on the Contract form, plus any subsequent amendment.) All work is to be performed under the direction of the “Designee” (that is, the person designated by the department identified in the Ship-To box on the Contract form). Payment will be subject to satisfactory performance as determined by the Designee. CONTRACTOR will be entitled to reimbursement for only those expenses specifically identified in the Statement of Work.

2. STATUS AS INDEPENDENT CONTRACTOR. CONTRACTOR will perform all of CONTRACTOR’s services under this Contract as an independent contractor and not as COUNTY’s employee. CONTRACTOR understands and acknowledges that CONTRACTOR will 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 warrants that CONTRACTOR is authorized by law to perform all work contemplated in this Contract, and CONTRACTOR agrees to submit, upon request, verification of licensure or registration, or other applicable evidence of official sanction.

3. BILLING & PAYMENT. CONTRACTOR must submit CONTRACTOR invoice(s), **which must include the contract number** COUNTY assigns (see Contract form), to the Bill-To address on the Contract form, following completion of the increments identified in the Statement of Work. Unless otherwise specified in the Contract, COUNTY will pay CONTRACTOR within thirty (30) days from presentation of invoice.

4. TAXES. COUNTY will 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 taxes paid plus interest and penalty assessed, if any. These taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. Notwithstanding the foregoing, if CONTRACTOR is using a non-California address or a California P.O. Box address for conducting its business with COUNTY, CONTRACTOR will be subject to required nonresident withholding for services that CONTRACTOR provides in California for COUNTY, unless CONTRACTOR is a government entity or unless CONTRACTOR provides COUNTY with a California withholding form that shows CONTRACTOR is exempt from withholding.

5. CONFLICT OF INTEREST. CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and will not acquire any employment or interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract, CONTRACTOR will

STANDARD TERMS & CONDITIONS

employ no person having any such interest. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest.

6. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY. COUNTY will be the owner of the following items incidental to this Contract, upon production and whether or not completed: all data collected, all documents of any type whatsoever (paper or electronic), 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 Contract is completed or terminated prior to completion. CONTRACTOR will not release any materials under this paragraph except after COUNTY's prior written approval.

- A. No materials, inventions or data produced in whole or in part under this Contract will be subject to copyright or other intellectual property rights in the United States or in any other country except as determined at COUNTY's sole discretion.
- B. COUNTY will 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 reports, data, documents or other materials prepared under this Contract. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights provided hereunder. CONTRACTOR warrants that any items provided under this Contract 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 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.
- C. These Ownership of Documents and Intellectual Property and Copyright and Intellectual Property provisions (Section 6, including subdivisions A-C) shall survive any termination of this Contract.

7. COUNTY PROPERTY. 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/or required by 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.

8. RECORDS, AUDIT, AND REVIEW. CONTRACTOR must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and will maintain those records for at least four (4) years following the termination of this Contract. All accounting records must be kept in accordance with generally accepted accounting practices. COUNTY will 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 Contract exceeds fifteen thousand dollars (\$15,000.00), 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 Contract (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 CONTRACT, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments

STANDARD TERMS & CONDITIONS

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 audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

9. INSURANCE AND INDEMNIFICATION. CONTRACTOR agrees to the indemnification and insurance provisions as set forth in Exhibit X attached hereto and incorporated herein by reference.

10. NONDISCRIMINATION. The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and CONTRACTOR agrees to comply with that ordinance.

11. NONEXCLUSIVE AGREEMENT. CONTRACTOR understands that this is not an exclusive Contract and that COUNTY has the right to negotiate with and enter into contracts with others providing the same or similar services as those CONTRACTOR provides.

12. NON-ASSIGNMENT. CONTRACTOR will not assign any of CONTRACTOR's rights nor transfer any of CONTRACTOR's obligations under this Contract without COUNTY's prior written consent, 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.

13. TERMINATION.

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Contract 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 Contract 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 Contract, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Contract, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Contract in whole or in part, with or without a prior notice period. Subsequent to termination of this Contract under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
3. For Cause. Should CONTRACTOR default in the performance of this Contract or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Contract 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.

STANDARD TERMS & CONDITIONS

- 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 Contract if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Contract, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Contract, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Contract 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.

14. NOTICE. From CONTRACTOR: CONTRACTOR must send or deliver any required notice to both the Designee and to Purchasing at the addresses appearing on the Contract form. From COUNTY: Either Designee or Purchasing must send or deliver any required notice to CONTRACTOR at the address last known to the sender. Effective Date: Notices mailed by US Postal Service first-class, receipt of which is unacknowledged, are effective three days from date of mailing. Other notices are effective upon delivery by hand, proof of delivery by common carrier, or acknowledgement of receipt, whichever is earlier.

15. ENTIRE AGREEMENT AND AMENDMENT. In conjunction with the matters considered herein, this Contract, including its attachments, 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 Contract may be altered, amended or modified only by an instrument in writing (executed by Purchasing) and by no other means. Each party waives their future right to claim, contest or assert that this Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

16. 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.

17. CALIFORNIA LAW. This Contract is governed by the laws of the State of California. Any litigation regarding this Contract or its contents must 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.

18. PRECEDENCE. In the event of conflict between the provisions contained in these numbered paragraphs and the provisions contained in the Statement of Work, the provisions of this document shall

STANDARD TERMS & CONDITIONS

prevail unless 1) otherwise specified on the Contract form to which this document is attached, or 2) waived by amendment hereon with dated initials of Purchasing staff.

19. 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.

20. 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 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 COUNTY or its projects, without obtaining the prior written approval of COUNTY.

21. 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. 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.

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

24. NO WAIVER. 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.

25. 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.

26. EXECUTION IN COUNTERPARTS; AUTHORITY. This Agreement may be executed in counterparts and each shall be deemed an original, and all shall constitute the same instrument. 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 all formal requirements necessary 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.

**ADDITIONAL TERMS AND CONDITIONS
FOR SERVICES OF INDEPENDENT CONTRACTOR**

1. RECORDS.

Contractor shall keep and maintain all business records pursuant to this Agreement until such time that the State Department of Health Care Services completes all actions associated with the final audit, including appeals, for the fiscal year(s) covered by this Agreement.

2. 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.

3. CONFLICT OF INTEREST.

As required by 42 CFR sections 455.101 and 455.104, Contractor will complete a Conflict of Interest form provided by County.

4. COURT APPEARANCES.

Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials, including Contractor's staff that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue Subpoenas for the required witnesses upon request of Contractor.

EXHIBIT A
STATEMENT OF WORK
ALCOHOL AND DRUG FREE HOUSING

- 1. PROGRAM SUMMARY.** **Stalwart Clean and Sober** (Contractor) provides Alcohol and Drug Free Housing (ADFH) services which help people in recovery maintain an alcohol and drug free lifestyle (hereafter “the Program”). The Program is time limited and includes providing a safe and sober housing alternative within a self-help model of support. Program clients are free to organize and participate in self-help meetings or any other activity that helps them maintain sobriety. ADFH services are not treatment services and Contractor shall not provide on-site treatment services to any of its residents. The Program shall be registered with the California Consortium of Addiction Programs and Professionals (CCAPP). The Program will be located at 2028 Castillo St., Santa Barbara, California.
- 2. PROGRAM GOALS.**
 - A.** Promote client self-sufficiency and empower individuals with substance use issues to become productive and responsible members of the community;
 - B.** Reduce recidivism and increase community safety;
 - C.** For Substance Abuse Treatment Court (SATC) clients, reduce costs associated with criminal case processing and re-arrest; and
 - D.** Assist clients in maintaining sobriety, by offering support and housing resources in the community.
- 3. SERVICES.**
 - A.** The Contractor shall not provide treatment, recovery or detoxification services as part of ADFH services.
 - B.** Contractor shall adhere to Behavioral Wellness Standards for Sober Living Environments, Sober Living Guidelines, and CCAPP Standards for Sober Living Environments, available at https://www.caadac.org/soberliving/#SLE_Resources, incorporated herein by reference.
 - i.** The Contractor shall, if not already registered, apply for CCAPP registration for homes meeting the Sober Living Standards within 30 days of contract execution. CCCAPP registration is not a certification or accreditation, but rather an acknowledgement that a home states that it meets the Sober Living Environment Standards, declares that it will continue to abide by the Standards, and is visited on an annual basis by peers who witness the environment and recognize that the program meets the minimum Standards. The Contractor shall, within 60 days after contract execution, make sure the name of the Program is placed in the official CCAPP registry, and the Program receives a certificate.
 - C.** Contractor shall maintain a Memorandum of Understanding with a community-based treatment provider that provides alcohol and other drug treatment (AOD) services for SATC and that is located within Santa Barbara County. Contractor shall have information available for clients on the availability of treatment services at the treatment provider.

EXHIBIT A
STATEMENT OF WORK
ALCOHOL AND DRUG FREE HOUSING

- D.** Contractor shall notify Behavioral Wellness, Probation, and/or court if any of the following occur:
- i. Contractor suspects drug or alcohol use by the client;
 - ii. Unusual incident occurs involving a client; or
 - iii. Client leaves the Program.
- E.** Contractor shall only receive reimbursement for ADFH services provided to clients currently receiving treatment from alcohol and other drug treatment programs funded by County.
- 4. LENGTH OF STAY.** The Department of Behavioral Wellness (County) will reimburse for a length of stay not to exceed 60 days per client. With extenuating circumstances preventing client employment, Behavioral Wellness or Probation may approve a length of stay up to 90 days. Any length of stay over 60 days will be considered on an individual case by case basis, and must be pre-approved by Behavioral Wellness.
- 5. REFERRALS.**
- A.** Contractor shall receive client referrals from the Santa Barbara Assertive Community Treatment (ACT) team.
- i. Contractor shall receive client referrals via phone, written referral, or walk in.
 - ii. Referrals shall be accompanied by written documentation.
- B.** If mandated by the court, client will contact Contractor within one business day of referral. Contractor shall contact the referring source within 72 hours with a verification of client's enrollment in Program.
- 6. ADMISSION PROCESS**
- A.** Contractor shall interview client to determine client's appropriateness for the Program.
- B.** Admission criteria will be determined by referral source, Contractor, and/or funding stream.
- C.** Contractor shall admit clients referred by sources described in Section 5.A (Referrals) unless the client meets one or more conditions specified in Section 7 (Exclusion Criteria), or if space is not available in the Program.
- D. Admission Packet.** At Contractor's intake meeting with client, Contractor shall complete an admission packet with the following information:
- i. Program rules and guidelines, signed by client;
 - ii. Release of information form, signed by client;
 - iii. Assessment and contract for fees; and
 - iv. Emergency contact information for client.
- E.** Contractor shall notify referring party if client is not accepted into the Program, based on Section 8 (Exclusion Criteria), within one business day of receiving the initial referral.

EXHIBIT A
STATEMENT OF WORK
ALCOHOL AND DRUG FREE HOUSING

- F. Contractor shall complete and send a Verification of Enrollment form to the referring party upon acceptance of client into Program, no later than 72 hours after client's admission.
 - G. Should space not be available in the Program, Contractor shall place client on a waiting list, and refer client to interim services.
7. **EXCLUSION CRITERIA** On a case-by-case basis, the following may be cause for client exclusion from the program:
- A. Client threat of or actual violence toward staff or other clients; or
 - B. Rude or disruptive behavior that cannot be redirected;
8. **DISCHARGES.** Contractor shall inform referring agency, if applicable, of client status and discharge.
9. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATIONS.**
- A. **Obtain and Maintain Required Credentials.** Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates, as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to the Behavioral Wellness Quality Care Management Division in alignment with *Department Policy #4.015 Staff Credentialing and Licensing*.
10. **CONFIDENTIALITY.**
- A. **Maintain Confidentiality.** Contractor agrees to maintain the confidentiality of patient records pursuant to: Title 42 United States Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; 45 CFR Section 96.132(e), 45 CFR Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) 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 the Compliance with HIPAA section of this Agreement. Patient records must comply with all appropriate State and Federal requirements. Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

EXHIBIT A
STATEMENT OF WORK
ALCOHOL AND DRUG FREE HOUSING

11. CLIENT AND FAMILY MEMBER EMPOWERMENT

- A. Support Active Involvement.** Contractor agrees to support active involvement of clients and their families in treatment, recovery, and policy development.
- B.** Contractor shall comply with any applicable Federal and state laws that pertain to beneficiary rights and comply with *Department of Behavioral Wellness' Policy and Procedure #3.000 Beneficiary Rights*, available at www.countyofsb.org/behavioral-wellness/policies, and ensure that its employees and/or subcontracted providers observe and protect those rights.
- C. Maintain Grievance Policy/Procedure.** Contractor shall adopt *Department Policy #4.020 Client Problem Resolution Process* available at www.countyofsb.org/behavioral-wellness/policies, to address client/family complaints in compliance with beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 CFR 438.400 through 42 CFR 438.424.

12. CULTURAL COMPETENCE

- 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:
 - i. The number of Bilingual and Bicultural staff (as part of the quarterly staffing report), and the number of culturally diverse clients receiving Program services; and
 - ii. Efforts aimed at providing culturally competent services such as training 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.** Contractor will strive to fill direct service positions with bilingual staff in County's threshold language Spanish that is reflective of the specific needs of each region. Contractor percentage goals are calculated based on U.S. Census language data by region: Santa Barbara service area (including Goleta and Carpinteria) – 30%; Santa Maria Service area (including Orcutt and Guadalupe) – 48%; Lompoc service area (including Buellton and Solvang) – 33%.
- D. 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).
- E. 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.
- F. Staff Cultural Training.** Contractor shall provide staff with regular training on cultural competence, sensitivity and the cultures within the community.

EXHIBIT A
STATEMENT OF WORK
ALCOHOL AND DRUG FREE HOUSING

13. NOTIFICATION REQUIREMENTS

- A. Notice to QCM.** Contractor shall immediately notify Behavioral Wellness Quality Care Management (QCM) at 805-681-5113 in the event of:
- i. Known serious complaints against licensed/certified staff;
 - ii. Restrictions in practice or license/certification as stipulated by a State agency;
 - iii. Staff privileges restricted at a hospital;
 - iv. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations); or
 - v. Any event triggering Incident Reporting, as defined in *Behavioral Wellness' Policy and Procedure #4.004, Unusual Occurrence Reporting*, available at www.countyofsb.org/behavioral-wellness/policies.
- B. Notice to Compliance Hotline.** Contractor shall immediately contact the Behavioral Wellness Compliance Hotline (805-884-6855) should any of the following occur:
- i. Suspected or actual misappropriation of funds under Contractor's control;
 - ii. Legal suits initiated specific to the Contractor's practice;
 - iii. Initiation of criminal investigation of the Contractor; or
 - iv. HIPAA breach.
- C.** For clients receiving direct services from both Behavioral Wellness and Contractor staff, Contractor shall immediately notify the client's Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the client's care, or the applicable Regional Manager should any of the following occur:
- i. Side effects requiring medical attention or observation;
 - ii. Behavioral symptoms presenting possible health problems; or
 - iii. Any behavioral symptom that may compromise the appropriateness of the placement.
- D. Notice to Contracts Division.** Contractor may contact bwellcontractsstaff@co.santa-barbara.ca.us for any contractual concerns or issues.
- E. Definition of "Immediately."** "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. Contractor shall train all personnel in the use of the Behavioral Wellness Compliance Hotline (Phone number: 805-884-6855).

**EXHIBIT B
PAYMENT ARRANGEMENTS**

Periodic Compensation (with attached Schedule of Rates [Exhibit B-1])

1. Contract Maximum Value. For services to be rendered under this contract, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed **\$30,000, inclusive of \$15,000 for FY 20-21 and \$15,000 FY 21-22**.
2. Payment for Services. 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 shall be based upon the rates for services as defined in EXHIBIT B-1. Invoices submitted for payments that are based upon EXHIBIT B-1 must contain sufficient detail and provide supporting documentation to enable an audit of the charges.
3. Proper Invoice. Contractor shall submit to County's Designated Representative an invoice or certified claim on the County treasury for the service performed over the period specified. County's representative shall evaluate the quality of the service performed, and if found to be satisfactory, shall initiate payment processing.
 - A. The invoice must show the Purchase Agreement number, the services performed or detailed statement of purchases with receipts, the rate and authorization form, if applicable.
 - B. County's Designated Representative:

Santa Barbara County Department of Behavioral Wellness
Attn: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110
adp@sbcbswell.org
4. Correction of Work. 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.

**EXHIBIT B-1
SCHEDULE OF RATES**

<u>Type of Service</u>	<u>Unit Reimbursement</u>	<u>Cost Per Unit</u>	<u>Total Maximum Contract Value</u>
Alcohol and Drug Free Housing	Per Month Per client	\$750	\$30,000
FY 20-21 Total Contract Maximum Value Not to Exceed			\$15,000
FY 21-22 Total Contract Maximum Value Not to Exceed			\$15,000
FY 20-22 Total Contract Maximum Value Not to Exceed			\$30,000

EXHIBIT X

Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)

1. 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.

2. 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.

3. 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:

- i. **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.
- ii. **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.

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:

- i. **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

EXHIBIT X

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).

- ii. **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.
- iii. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
- iv. **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.
- v. **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.
- vi. **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".
- vii. **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.
- viii. **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

EXHIBIT X

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.

- ix. **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.
- x. **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.