

Multi-Department Master Service Agreements

Attachment 2: MSA Statement(s) of Work

EXHIBIT A-1

STATEMENT OF WORK

County of Santa Barbara for FY 2023/2024

Insights and Strategies

Leadership Training

Below is a Statement of Work for services, fees and other arrangements needed in order to complete the contract for Executive Coaching, Facilitation, Organizational Change Management (OCM), Strategic Planning and Training for the County of Santa Barbara.

Scope of Work

Insight & Strategies will conduct Executive Coaching Sessions with various County Employees between July 1, 2023 and June 30, 2024. Sessions will be conducted every two weeks for one hour. The first session with employees will include their managers to develop coaching goals for the sessions. There will also be sessions along the way to review progress and determine plans for moving forward. Insight & Strategies will also plan for and conduct trainings and facilitate OCM sessions, Leadership and Staff Retreats and Strategic Planning with Leaders and Staff of the County of Santa Barbara.

Fees and Services

The fee for these projects will be approximately \$275,000.

- Information Technology Department \$175,000
- General Services \$75,000
- Social Services \$25,000

It will be charged at the hourly rate of \$230/hr per consultant (July 2023-December 2023) and \$250/hr. (January 2024-June 2024) or \$460-\$500/hr for two consultants working together. Training fees are \$550-\$800/hr. based on the level of customization, number of participants and number of trainers. The Project fees will be invoiced monthly at time and materials (MBTI Materials/processing fee of \$75/per person). Invoices are payable upon receipt of issue. Please notify us if you have any special billing requirements.

Ownership of Intellectual Property

All templates, material, know how or techniques used by the Consultant in connection with the performance of services shall not be deemed confidential information. Consultant shall be able to use such templates, know how, and techniques with no obligation to the County of Santa Barbara provided no County specific information is used.

Cancellation Policy

If a project is canceled prior to completion, the client will be responsible for payment for any work completed and any expenses incurred.

Communication

The successful completion of this work depends on our close communication. If there are any changes to the services or deliverables in this Statement of Work, please contact us as soon as possible so that we can make appropriate amendments or revisions. We will also contact you promptly about anything that may affect delivery timelines or costs.

EXHIBIT A-2

STATEMENT OF WORK

Department of Social Services FY 2023/2024

Insights and Strategies

Coaching Project and MBTI Training

Below is a Proposal for services, fees and other arrangements needed in order to complete the contract for Executive Coaching for Leaders of the Administrative Branch of Social Services as well as MBTI Training for the Leadership Team.

Scope of Work

Gayle Abramson of Insight & Strategies will conduct Executive Coaching Sessions between July 2023 and June 30, 2024. Sessions will be conducted every two weeks for one hour for Rachel Lipman as well as identified managers in the Administrative Division. MBTI Training will be held in two sessions of 2 hours each for the Leadership Team of the Administrative Branch.

Fees and Services

The fee for this project will be approximately \$25,000. If additional time or services are needed due to changing circumstances or scope, they will be charged at the hourly rate of \$230 (July-December)-\$250/hr (January-June) for coaching. MBTI Training Sessions will be billed at \$1,100 each with MBTI Materials/processing fee of \$75/per person plus postage. The Project fees will be invoiced monthly at time and materials. Invoices are payable upon receipt of issue. Please notify us if you have any special billing requirements.

Cancellation Policy

If the project is cancelled prior to completion, the client will be responsible for payment for any work completed and any expenses incurred.

Communication

The successful completion of this work depends on our close communication. If there are any changes to the services or deliverables in this proposal, please contact us as soon as possible so that we can make appropriate amendments or revisions. We will also contact you promptly about anything that may affect delivery timelines or costs.

This Memorandum of Understanding is based on the information we have as of the date listed above. By agreeing to this proposal, you are authorizing Insights & Strategies to begin the work necessary for completing the tasks as stated in the attached project plan.

EXHIBIT A-1

GENERAL STATEMENT OF WORK

Gray Quarter, Inc.

Gray Quarter, Inc. ("Service Provider") will provide Managed Support Services to Santa Barbara County CA ("Client") as defined below:

- Software Support and Administration for the Accela Civic Platform
 - Configuration assistance
 - Scripting assistance
 - Reporting
 - Assistance with Accela APIs
 - Data cleanup
 - Issue resolution
 - Administration tasks, such as user maintenance, resetting passwords
- Custom Interface and Website Development
- Other tasks as assigned by Client identified project manager

Any project estimated to take over 40 hours by Service Provider will be defined in a scope of work and must be approved by Client project manager prior.

Standard Rate: \$185 hour

EXHIBIT A-2

STATEMENT OF WORK

Gray Quarter, Inc.

Planning and Development
(continuation of work previously on CN24557)

Description: Master Script Upgrade, ACA Enablement

Item Type	Description	Quantity	Unit Price	Amount
Product	Master Script Upgrade from non-variable branching to EMSE 3.0. See attached Statement of Work.	1.00	\$22,000.00	\$22,000.00
Service	<p>Technical Consulting, T&M, Hour Time and Materials technical consulting to configure approximately 17 record types for availability in Accela Citizen Access.</p> <p>Services will include: -- Configuration of Citizen Access components for each record -- Scripting assistance for proper fee calculation -- Training to County Staff -- Assistance with materials/video for public tutorials on usage -- Issue resolution -- Testing assistance -- Go-live support for two weeks</p> <p>Assumptions: -- On-Line fee payment adapter will be implemented by the City and other vendors.</p>	200.00	\$185.00	\$37,000.00
Service	<p>OPTIONAL: Create and implement a new front-end design for Accela Citizen Access that incorporates:</p> <p>-- Responsive design -- Custom landing with branding from http://countyofsb.org -- Custom menu navigation -- Custom CSS -- Custom wrapper</p> <p>To be installed in up to 3 environments (SUPP, TEST, PROD). Includes design, implementation, testing, and go-live support.</p>	80.00	\$185.00	\$14,800.00

Service	<p>Technical Consulting, T&M, Hour Time and Materials technical consulting to modify Accela Civic Platform configurations for approximately 17 record types, to prepare for rolling out to Accela Citizen Access.</p> <p>Services will include:</p> <ul style="list-style-type: none"> -- Create Custom Field groups to create ACA-only fields for data entry, mirroring intake form data -- Scripting to populate existing Custom Fields with data from the new ACA fields (where applicable) -- Update workflows to indicate application acceptance which will trigger fees and payment request -- Scripting to communicate that fees are due -- Scripting to assess fees on application acceptance -- Scripting to move workflow forward after online payment 	80.00	\$185.00	\$14,800.00
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Estimate Total \$88,600.00

EXHIBIT A-3

STATEMENT OF WORK

Gray Quarter, Inc.

CEO's office

(continuation of work previously on CN24447)

Support Services to Accela Civic Platform
Cannabis Managed Services Agreement

MANAGED SUPPORT SERVICES

Gray Quarter, Inc. ("Service Provider") will provide Managed Support Services to Santa Barbara County, CA ("Client") as defined below:

- Software Support and Administration for the Accela Civic Platform
 - Configuration assistance
 - Scripting assistance
 - Assistance with Accela APIs
 - Data cleanup
 - Issue resolution
 - Administration tasks, such as user maintenance, resetting passwords
- Training

The following Services fall outside of the terms of this Agreement and will be considered Projects, and will be quoted and billed as separate, individual Services.

- New business processes or modules to be implemented
- New, or updates to existing interfaces
- New data conversions
- New software development
- Any other project that Gray Quarter estimates effort at more than 40 hours.

COMMUNICATION

Gray Quarter will provide the following tools to Client's designated I.T. Contact Person(s) to assist with Team coordinate and provide easy access to Gray Quarter professional services:

- 1) Gray Quarter Web Based Request- <https://help.grayquarter.com>
- 2) Gray Quarter Support Email inbox - help@grayquarter.com

To facilitate the remote work Gray Quarter will provide web meeting software and conference bridges for remote sessions if required.

TRAVEL EXPENSES

All support will be provided remotely unless it is requested to be addressed onsite. For onsite support, the actual amounts of any reasonable and customary travel expenses incurred during the performance of the Services will be billed to Agency. Gray Quarter will bill Agency for actual expenses incurred for travel and lodging/living, as well as other approved out-of-pocket expenses (such as mileage, parking, tolls and telecommunications charges, etc.). Gray Quarter will work with the Agency to manage and control expenses and will not incur expenses in excess of the initial contracted budget below without Agency's prior written consent. Expense receipts will be made available as requested by Agency.

SERVICE LEVEL AGREEMENT

- Requests for Service made through web and email will receive a meaningful (non- automatic) response within 3 business days.
- Gray Quarter will honor the date/time of scheduled requests for meetings made via the Gray Quarter Website, where real-time resource availability is displayed or contact requester in advance of meeting to identify mutual alternatives.

REPORTING AND DOCUMENTATION

All Requests for Assistance will be processed through Gray Quarter's management software. This will enable Gray Quarter to manage and fulfill all requests as well as capture service metrics. Gray Quarter will document requests to ensure that Client receives prompt, effective and consistent assistance. Upon request, Gray Quarter will produce the following reports:

- Detailed list of Requests for Assistance
- Detailed list of Hours worked by resource

ASSUMPTIONS

- Change management is client responsibility.
- Client will provide remote access to systems on an as needed to support Client requests.

TERM OF AGREEMENT

This Agreement is effective upon the date signed, shall remain in force for a period of one year, and maybe extended on an annual basis.

This Agreement may be terminated by either party upon ninety (90) days written notice.

If either party terminates this Agreement, Gray Quarter will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Gray Quarter the actual costs of rendering such assistance.

FEES AND PAYMENT SCHEDULE

The billing rate for all services under this agreement and maximum number of hours to be billed are detailed in the associated Quote and is exclusive of taxes and expenses.

Hours will be billed in ½ hour increments. Invoices will be sent to Client on a Monthly basis and will become due and payable on the first day of each month. Submitted invoices must be paid by client within 30 days.

Services will be suspended if payment is not received within 5 days following date due.

LIMITATION OF LIABILITY

The Client assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. Gray Quarter shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Gray Quarter by the Client in connection with the Managed Services, or any actions taken by Gray Quarter at the Customer's direction; and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

CONFIDENTIALITY

Service Provider and its agents will not use or disclose Client information, except as necessary to or consistent with providing the contracted services and will protect against unauthorized use.

MISCELLANEOUS

This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between Client and Service Provider for software support. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client. Service Provider is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

EXHIBIT A-1

GENERAL STATEMENT OF WORK



Fighting Back Santa Maria Valley was founded in 2003 by a coalition of concerned organizations and community members. The Coalition was alarmed by the negative impact of Drugs and Alcohol on the youth and families of the Santa Maria Valley. Over the years the focus of the 501(c) 3, non-profit has expanded to include reducing violence and promoting a healthy and safe environment.

Santa Maria Valley includes: Santa Maria, Orcutt, Guadalupe, Los Alamos, Sisquoc, and Casmalia. There are five school districts in the community with close to 30,000 enrolled students. Fighting Back's strategy is to continue to partner with others in the community by leading our Coalition to build a Drug-Free Community. Fighting Back also provides direct services with our focus on developing resiliency through a child's relationship with a caring adult. This purpose allows Fighting Back to fight against drugs, alcohol, gangs, and all other negative influences, one kid at a time.

Fighting Back Santa Maria Valley strategy involves offering programs and resources in:

Reduction

- Drug-Free Coalition
- Every 15 Minutes
- Youth Action Group
- Cannabis Education
- Tobacco Use Prevention Education (TUPE)
- Sexually Transmitted Disease (STD) Education

Resilience

- Community Resilience Model
- Foundation for Success
- Students in Transition
- Youth & Young Adult Homeless Services Program
 - Supportive Housing – Resilient Place
- Check, Connect, and Respect
- A Team for Every Child
- Secure Families

- Targeted Intervention

Restoration

- Restorative Approach
- Implicit Bias
- Conflict Resolution and Mediation

Resources

- Parenting Classes
 - Nurturing Skills for Families
 - Parent Project
 - Joven Noble
 - Strengthening Families Program

EXHIBIT A-2

STATEMENT OF WORK

Santa Barbara County District Attorney AND Fighting Back Santa Maria Valley (hereinafter referred to "SBCDA" and "FBSMV")

Regarding
Neighborhood Restorative Justice Panel Recruitment and Training
Effective July 1, 2023

This Statement of Work outlines the terms and conditions of the agreement between FBSMV and the SBCDA for the implementation of the FY 2023-2024 regarding the expansion of Neighborhood Restorative Justice Panels.

TERM

The term of this Statement of Work shall be July 1, 2023 to June 30, 2024, unless terminated as provided herein or extended by mutual agreement of the partners.

RESPONSIBILITIES OF FBSMV

- a. Recruit Volunteers to participate in the Neighborhood Restorative Justice Panels in the City of Santa Barbara, Lompoc and Santa Maria.
- b. Create Media campaign to recruit volunteers.
- c. Conduct in person presentations to civic organizations, and other groups to recruit volunteers.
- d. Provide 2 trainings to all vetted volunteers in the three regions for a total of six trainings.

RESPONSIBILITIES OF SANTA BARBARA COUNTY DISTRICT ATTORNEY'S OFFICE

- a. For the period of July 2023- June 2024, the FBSMV budget is \$43,000 as described in the attached budget. SBCDA will pay monthly when invoiced for work completed.
- b. Receive and respond to inquiries by public.
- c. Screen and vet volunteers.
- d. Assist with coordinating trainings.

CONFIDENTIALITY

The SBCDA and FBSMV agree to maintain as private and confidential, as provided by law, information disclosed or collected and records retained regarding the financial, health, and employment status of students and their families.

NON-DISCRIMINATION

The SBCDA and FBSMV agree that the services shall be free from discrimination in accordance with federal and State law. The parties further agree to encourage the broadest possible participation and representation of community and ethnic groups.

NONAPPROPRIATIONS CLAUSE

Any obligations incurred by SBCDA pursuant to this SOW shall be paid from any funds received for the "FBSMV" services that are legally available therefore, and SMCDA covenants to annually budget sufficient amounts to pay its obligations hereunder; notwithstanding any other provisions of this agreement, if funds anticipated for the continued fulfillment of this agreement are at any time not forthcoming or insufficient, either through the failure of the California legislature or the federal government to provide funds or alteration of the program under which funds were provided, then SBCDA shall have the right to terminate this agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

TERMINATION FOR SUBSTANTIAL FAILURE TO PERFORM

This agreement may be terminated by either party at any time if it determines that the other party has substantially failed to perform any of its functions or duties under this contract. In such event, the party exercising this option must notify the other party, in writing, of this intent to terminate this agreement and give the other party thirty (30) calendar days to correct the identified violation, breach or non-performance of the agreement. If such violation, breach or non-performance of agreement is not satisfactorily addressed within this time period, the exercising party must notify the other party, in writing, of its intent to terminate this agreement at least thirty (30) calendar days prior to the proposed termination date.

**Budget for Neighborhood
Restorative Justice Panel Expansion
Santa Maria, City of Santa Barbara and Lompoc**

Item	Description	Amount
Panel Recruitment PSA and Media	Development of the Video and Audio Spots Paying for ads	\$ 15,000.00
Panel Recruitment in Person speaking	Rotary, Kiwanis, Churches, Other civic events	\$ 10,000.00
Six One Day Classes	Two Facilitators 8-hour class	\$ 18,000.00
	Total	\$ 43,000.00

EXHIBIT A-3

STATEMENT OF WORK

Public Health Department – Effective Date July 1, 2023

Name of Agency:	Fighting Back Santa Maria Valley (FBSMV)
Type of Service:	One-on-one educational consultations with incarcerated youth, foster and homeless youth, Classroom educational presentations to youth in Junior High and High School, Group educational presentations, and Education to pediatricians and practitioners
Target Population and Number to Served:	Youth, homeless youth, incarcerated youth, females of childbearing age
Number of People to be Tested for STDs and HIV	The annual goal will be to serve 200 youth
Program Description/ Services to be provided:	<p>Educational consultations with incarcerated youth, foster and homeless youth. FBSMV will focus on high-risk populations of homeless, incarcerated and foster youth. FBSMV currently provides case management services to homeless and foster youth in the local school districts as well as outreach to Transitional Aged Youth on the streets of Santa Maria. Current FBSMV staff will also be trained in the curriculum to talk to the youth they have relationships with and will facilitate them getting tested for STDs. FBSMV will collaborate with health teachers by conducting presentations to enhance the current teacher’s curriculum in Guadalupe, Santa Maria and Orcutt High Schools and Junior High Schools. FBSMV will provide educational presentations and consultation to females of childbearing age through existing parent education classes and girls programs. FBSMV will collaborate with local health professionals to encourage implementation of the 5 Ps by pediatricians and practitioners</p> <p>Education to pediatricians and practitioners: FBSMV will collaborate with local health professionals to encourage implementation of comprehensive STI risk assessment and screening in sexually active youth by pediatricians and practitioners.</p> <p>Refer to submitted application for detailed services and expected outcomes.</p>
Dates/Times services to be provided:	Term of contract will be as directed but no later than June 30 th , 2024. Services to be provided M-F (some Saturdays) Typical Times: 8AM-5PM (some evenings)

Location(s) where services will be provided:	Santa Maria, Guadalupe, Orcutt
Contractor's Qualifications:	Established in 2003, FBSMV has over 17 years of experience in prevention and community based organizing to address the issues that affect our youth in the Santa Maria Valley.
Reporting Requirements and Performance Measures:	<ul style="list-style-type: none"> • Maintain records of the type and number of people served, including documentation of the number of people tested for STDs and HIV. • Submit list of pediatricians who have received provider education visits. • Submit quarterly narrative progress reports required of all funded programs, due January 15th, April 15th, August 15th and November 15th of each funded year.
Compensation and Invoicing:	<p>The County shall pay CONTRACTOR in the amount not to exceed \$58,000</p> <p>CONTRACTOR shall submit an electronic monthly invoice to the County Designated Representative listed below following provision of services as outlined: Invoice must be on agency letterhead and must include your contract number that will be found on the purchase order contract and will begin with the letters "CN". The following language must also be included on the invoice:</p> <p>I, _____ certify under penalty of perjury that I am an official of and am duly authorized to sign the certification and that to the best of my knowledge and information, I believe each statement and amount in the accompanying invoice to be true, correct, and in compliance with applicable state and federal laws.</p> <p>CONTRACTOR shall not bill clients or third parties for any services, which CONTRACTOR provides to COUNTY.</p>
County Designated Representative:	Nancy Hansen, Supervising Nurse County of Santa Barbara Public Health Department 2115 S. Centerpointe Pkwy. Santa Maria, CA 93455 Phone: (805) 450-4360 Fax: (805) 681-4069 Email: NHansen2@sbcphd.org
County Contract Contact:	Contracts Unit, Public Health Department 300 N. San Antonio Rd Bldg 8 Santa Barbara, California 93110 Phone : (805) 681-5205 Fax : (805) 681-5191 Email: phdcu@sbcphd.org

Indemnification and insurance	<p>COUNTY shall not provide Medical Malpractice insurance. COUNTY will not defend, indemnify, and hold CONTRACTOR harmless against any claim, lawsuit, or judgment arising out of CONTRACTOR's duties under this Agreement with COUNTY. CONTRACTOR will not be covered by the COUNTY for malpractice for all services performed until the terms of this agreement.</p> <p>CONTRACTOR shall bear the cost of his or her own defense and liability for any act or omission arising from professional duties outside the scope of this Agreement. Nothing contained herein shall be deemed to increase COUNTY's liability beyond limitations set forth by law.</p> <p>CONTRACTOR shall notify the COUNTY immediately in the event of any incident, accident, or injury arising out of or in connection with this Agreement.</p>
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