

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 **Good Samaritan Shelter** having its principal place of business at **731 S. Lincoln Street, Santa Maria, CA 93458** (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.** **Melissa Hoesterey, CWS Operation Division Chief** at phone number **(805) 346-7248** is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. **Sylvia Barnard, Executive Director** at phone number **(805) 346-8185** is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: **Melissa Hoesterey, Department of Social Service, 2125 S Centerpointe Parkway, Santa Maria, CA 93455**

To CONTRACTOR: **Sylvia Barnard, 731 S. Lincoln St, Santa Maria, CA 93458**
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 **December 1, 2009** and end performance upon completion, but no later than **June 30, 2010** unless otherwise directed by COUNTY or unless earlier terminated. **The COUNTY at the end of the first contract term has the option to negotiate renewals for two additional years of service, without rebidding. The additional years of service shall be limited to two (2) one (1) year periods. Renewal determinations shall be contingent on CONTRACTOR satisfactory achievement of agreed upon performance measures.**

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 the address given in Section 2 **NOTICES.** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

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 otherwise 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. . In accordance with Federal Government Accounting Standards, CONTRACTOR will only seek reimbursement from COUNTY for expenses that are allowable under the provisions of OMB Circular A-87. Additionally, CONTRACTOR is required to have an audit that complies with OMB Circular A-133. Within 60 days of the opinion date, CONTRACTOR will provide COUNTY with a copy of the single audit conducted in accordance with OMB Circular A-133.

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 effect 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 estoppel.

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. **NONAPPROPRIATION CLAUSE.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state, or County governments, or funds are not otherwise available for payments in fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

In the event that funds have been appropriated or budgeted, CONTRACTOR understands that monies paid to CONTRACTOR by COUNTY are derived from federal, state or local sources, including local taxes, and are subject to curtailment, reduction, or cancellation by government agencies or sources beyond the control of COUNTY. COUNTY shall have the right to terminate this Agreement in the event that such curtailment, reduction, or cancellation occurs.

31. **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 and Security Rule"). The Contractor is considered to be a "Business Associate" under the Privacy Rule. Contractor must also comply with the Security Rule as a Business Associate, if under this Agreement, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of title 45 of the Code of Federal Regulations.

The County and Contractor acknowledge that HIPAA 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 E - HIPAA Business Associate Agreement.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Good Samaritan Shelter**.

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

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy

By: _____
SocSec or TaxID Number: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Management

EXHIBIT A

STATEMENT OF WORK

PURPOSE/TERM:

The purpose of this contract is for the CONTRACTOR to provide an array of comprehensive Alcohol and Drug Treatment Services to Child Welfare Services (CWS) clients. CONTRACTOR shall commence performance on 12/1/09 and end performance upon completion, but no later than 06/30/10 unless otherwise directed by COUNTY or unless earlier terminated. After the initial contract period, unless terminated by either party, this Agreement shall be renewed on a fiscal annual basis (July through June). If terms and conditions change, a revised Statement of Work will be written.

SCOPE OF SERVICES:

Substance use/abuse is a major contributing factor in child abuse and neglect. CWS and the Juvenile Court require parents to participate in an alcohol and or drug treatment program to learn the skills needed to maintain a clean and sober lifestyle. The County lacks the ability to provide all of the necessary alcohol and drug treatment services need for CWS clients in the Santa Maria and Lompoc regions. Therefore, it is necessary to secure a Contractor for this required service.

The Contractor will provide a comprehensive array of alcohol and drug (AOD) treatment services to CWS clients including, but not limited to the following:

- Outpatient Substance Use/ Abuse Treatment
- Drug/ Alcohol Inpatient Detoxification Services
- Perinatal Substance Use/ Abuse Treatment
- Random Drug Testing
- Family Centered Recovery Programs AOD treatment services should include the following program elements with a focus on utilization of evidence-based or evidence informed practices:
 - Individualized Substance Use/Abuse Assessments
 - Drug/Alcohol Detoxification, Relapse, and Aftercare Counseling
 - Individual and Group Counseling to Address Factors Contributing to Use
 - Case Management/Advocacy
 - Parenting Education/Training
 - Connection to Community Support Groups

DUTIES AND RESPONSIBILITIES:

A. CONTRACTOR shall:

1. Receive a referral on the CWS Authorization for Alcohol & Drug Treatment form for a substance use/abuse intake assessment.
2. Conduct a substance use/abuse intake assessment to determine the best treatment schedule to meet the client's individual needs.

3. Utilize the assessment as a foundation to complete the Pre-Authorization to Provide Alcohol and Drug Treatment Services - CPS-008A (hereafter Pre-authorization form), as their recommended treatment schedule for the client within 3 business days. The Pre-authorization form shall include the number and type of individual, group, and random testing sessions recommended by the Contractor. The form shall be faxed to the regional single point of contact as indicated on the form for processing. A signed faxed copy of the form will serve as confirmation to begin service delivery to the client and ensure reimbursement for services. Services rendered that have not been authorized as indicated may not be reimbursed.
4. Deliver services to the client as specified on the Pre-Authorization form. Any proposed changes to the treatment schedule should be provided to the CWS Social Worker within 3 business days. CWS Social Worker authorization is required before initiating changes to the treatment schedule. Any significant changes to the proposed treatment schedule will require a new Pre-Authorization form to ensure payment to the Contractor for services rendered.
5. Not begin an ongoing course of treatment for any client in advance of completing and receiving a signed copy of the Pre-Authorization form. The Pre-authorization form signed by the required DSS representatives serves as authorization for the Contractor to initiate the proposed treatment schedule and to receive compensation for the services delivered in accordance with the established treatment schedule. Any ongoing services rendered by the Contractor in advance of having a signed copy of the Pre-authorization form will be at the expense of the Contractor.
6. Be advised that the Pre-Authorization form will automatically expire within 3 months. The Contractor is responsible for completing a new Pre-Authorization form and faxing/transmitting to the single point of contact. A return signed fax will serve as authorization for the Contractor to continue services to the client. Any services provided during a lapse in authorization for services will be at the expense of the Contractor.
7. Provide seven day a week random alcohol/drug testing to the client in accordance with the treatment schedule as documented on the DSS signed Pre-authorization form. Should Drug Testing Only be requested by CWS, the Contractor will need the CWS authorization for Alcohol & Drug Treatment before initiating testing to ensure reimbursement for services rendered.
8. Develop a monthly alcohol/drug testing log that will be provided to the CWS Social Worker. Should the client fail to show for treatment or fail to produce a valid sample for the random testing, the log will reflect the missed test as a "positive" or "dirty" test.
 - Report all missed, positive, or dirty tests to the CWS Social Worker within 24 hours.
 - NOTE: CWS staff and the Juvenile Court recognize that relapse is not uncommon in the recovery process. It is important that relapse incidences either identified in treatment or from a positive drug test be shared with the ongoing CWS Social Worker immediately so additional supports may be put in place and/or decisions regarding child safety can be made utilizing all the facts.

9. Report all instances of known or suspected child/elder abuse or neglect in accordance with the law to Child Welfare Services/Adult Protective Services.
10. Offer treatment services in the language the client chooses and in a culturally sensitive manner.
11. Participate in a quarterly contract meeting to discuss and resolve any issues that may arise in coordinating services with CWS or in the course of delivering treatment services to CWS clients.

B. County shall:

1. Ensure CWS Social Work/support staff complete the CWS Authorization for Alcohol & Drug Treatment Form and transmits that form to the Contractor as a referral to authorize a substance use/abuse intake assessment.
2. Ensure the CWS Social Worker reviews the Pre-Authorization Form to Provide Alcohol and Drug Treatment Services (CPS-008A) and return faxes the form with all required signatures. Prior to the Contractor initiating treatment, the CWS Social Worker must complete the Pre-authorization form either agreeing with or modifying the proposed treatment schedule.

NOTE: The Pre-authorization form is required for the Contractor to initiate service delivery and should be faxed to the provider upon completion, but no later than 2 business days after receiving the treatment schedule.

3. Advise the Contractor of any significant changes in the clients' case plan that would impact or need to be included in the alcohol/drug treatment schedule. Should modification to the treatment schedule be required by the Social Worker or Juvenile Court, the social worker will revise the Pre-authorization form and fax to the Contractor with all required signatures. Social Workers may not authorize services in excess of \$200 without supervisor/Division Chief approval.
4. Should the Contractor recommend a new treatment schedule, the Social Worker will request the completion of a new Pre-authorization form to indicate the new treatment schedule. Social Worker will approve modifications in the treatment schedule within 2 business days to ensure that services are not disrupted for the client by signing and return faxing the Pre-authorization form with all necessary signatures.
5. Receive and review the Monthly Client Update Report and testing logs to ensure client participation in treatment services. Initiate contact with the Contractor to discuss and/or resolve any concerns that may arise from the reports.
6. Advise Contractor within 1 business day should the referred client no longer be eligible to receive CWS funded services due to a change in service component.
7. Hold a quarterly contract meeting to discuss and resolve any issues that may arise in coordinating services with the Contractor. Contact the Contractor in the interim to address any issues/challenges that may arise in the course of delivering services to clients under this contract.

REPORTING REQUIREMENTS

- A. Contractor will provide CWS with the Alcohol & Drug Program Monthly Treatment Status Report on the template provided by the 15th of the month following the provision of service, which minimally includes the following:
- Client Name and DOB
 - CWS Social Worker and Office Location (SM, LO, SB)
 - Contractor Name
 - Contractor Contact Person and Corresponding Phone Numbers/Email
 - Reporting Month
 - A Narrative of the Clients Progress including;
 - Treatment Milestones Achieved
 - Treatment Challenges
 - Issues Identified as Contributing to Achievements/Challenges
 - Relapses
 - Attendance Record indicating the:
 - # of Individual Sessions
 - # and type of Group Sessions
 - # of Outside Support Group Meetings
 - Random Drug Testing Log
 - Date of Random Drug Test
 - Compliance with Testing Regime
 - Missed tests or failure to provide a sample will be considered a positive test
 - Substance or Reason for all Positive Tests
- B. The Alcohol & Drug Program Monthly Treatment Status Report is considered part of the total requirement for service delivery and must be presented with the monthly billing/invoicing in order to receive compensation for the services delivered in the claim month.
- C. County and the Contractor will develop a Quarterly Tracking Report which includes minimally the following:
- # of CWS Clients Referred
 - # of Clients Who Completed the Substance Use/Abuse Assessment
 - # of Clients Who Have achieved 30, 60, and 90 days of sobriety
 - # of Clients Who Dropped Out of Treatment
 - # of Clients Who Dropped Out of Treatment, but Returned

PROGRAM REVIEWS/AUDITS

CONTRACTOR will be subject to audits that cover all fiscal and programmatic terms and conditions of the contract and/or prescribed by the State, including cost allocation methodologies. CONTRACTOR will be responsible for reimbursement to COUNTY for all disallowed costs.

PERFORMANCE MEASURES/OUTCOMES

- A. Contractor will complete the substance use/abuse assessment and provide the CWS Social Worker with a Pre-Authorization to Provide Alcohol and Drug Treatment Services form outlining the recommended treatment schedule within 3 days of assessment completion.
- B. Contractor will engage clients at first contact and beyond in the treatment process as evidenced by 75% of the clients who complete the substance use/abuse assessment returning and participating in their recommended Alcohol or Drug (AOD) treatment schedule for a period of at least 30 days.
- C. Contractor will provide the Monthly Client Update Report and the Monthly Invoice to the County by the 15th of the month following the provision of services.
- D. Contractor will complete and present the Quarterly Tracking Report in advance of each quarterly contract meeting.

GENERAL CONTRACT PROVISIONS:

- A. Modification of Services – CONTRACTOR shall obtain the expressed written consent from the COUNTY for any variation in the provision of services described in this Agreement. Approval for such modification of services will not require further Board of Supervisors approval if it is to provide additional services within Alcohol and Drug Treatment Services and within the approved budget.
- B. Contractor will obtain prior written approval from County, prior to purchasing any furniture, equipment, EDP hardware or software funded through this contract. Contractor will return to County upon expiration or termination of this contract all furniture, equipment, EDP hardware or software purchased or provided to Contractor under this contract.

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation (with attached Schedule of Fees)

All services provided shall be at the negotiated rate established by the Contractor and the County. Negotiated rates will be part of the total contract and charged to clients on an individual basis. Contractor will not be required to provide services to clients once they have exceeded the total contracted amount.

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$ 192,006**.
- B. 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 **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE by the 15th of the month an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite:
 - Board Contract Number
 - Client Name & CWS Social Worker Name
 - Number, Type, and Cost of each service delivered for which compensation is being requestedCOUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- D. 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.
- E. Tracking of Expenses: Contractor shall inform County when seventy-five percent (75%) of the Maximum Contract Amount has been incurred based upon Contractor's own billing records. Contractor shall send such notice to those persons and addresses which are set forth in the Agreement, Section 2 (NOTICES).
- F. Six-Month Billing Limit: Unless otherwise determined by state or federal regulations all original invoices under this agreement must be received by County within six (6) months from the date of service to avoid possible payment reduction or denial for late billing.

**EXHIBIT B1
SCHEDULE OF FEES**

FEE FOR SERVICE BUDGET

SERVICE TO BE PROVIDED	RATE PER UNIT OF SERVICE	PROJECTED NUMBER OF UNITS OF SERVICE	TOTAL PROJECTED AMOUNT
Outpatient Individual	\$66.53	285	\$18,961
Outpatient Group	\$28.27	2,760	\$78,025
Drug Test-Full Panel	\$25.00	2,280	\$57,000
Drug Test-Single Stick	\$10.00	1,902	\$19,020
Detox Bed Day	\$50.00	380	\$19,000
MAXIMUM OBLIGATION			\$192,006

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

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), judgments 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), judgments 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.

Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

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

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 coverage is 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 the Department of Industrial Relations for the 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 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, agents, and employees 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.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

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 current certificate(s) of insurance at 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 the concurrence of 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

**YEAR 2000 DATE CHANGE COMPLIANCE WARRANTY
FOR GOODS AND SERVICES**

---- INTENTIONALLY OMITTED ----

**REMOVED
March 1, 2004**

THIS AGREEMENT DOES NOT INCLUDE EXHIBIT D

EXHIBIT E

HIPAA Business Associate Agreement

1. Use and Disclosure of Protected Health Information

Except as otherwise provided in this Exhibit, the Contractor may use or disclose Protected Health Information (“PHI”)¹ to perform functions, activities or services for or on behalf of the County, as specified in the underlying agreement, provided that such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), the California Confidential Medical Information Act (CMIA), or other state or federal laws. 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. PHI includes without limitation “Electronic Protected Health Information” (“E PHI”)².

2. Business Associates Held to the Same Standards as Covered Entities

The Business Associate/Contractor understands that HIPAA and CMIA hold the Business Associate to the same standards of responsibility and liability for the protection of confidential medical information as those required of the Covered Entity.

3. Applicable Laws

Laws which will apply to the Business Associate, include, but are not limited to: the Health Insurance Portability and Accountability Act (HIPAA), a federal law; the California Confidential Medical Information Act (CMIA), a state law; other federal and state laws pertaining to the protection of patient/client privacy and the security of confidential medical information.

4. Requirement to Train Own Employees and Workforce

The Contractor has a responsibility to provide effective training for all members of its workforce (including its own employees, management, staff, volunteers, independent contractors, and subcontractors) who will or who are likely to have any access to or exposure to PHI or E PHI. Members of the Contractor’s workforce, who use, disclose, handle, view, process, distribute, access, audit, create, receive or have any exposure to PHI or E PHI must receive training on both the HIPAA Privacy Rule and the HIPAA Security Rule. Privacy Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.530 (b). Security Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.308 (a)(5).

5. Further Disclosure of PHI

The Contractor shall not use or further disclose PHI other than as permitted or required by the underlying Agreement, or as required by law.

¹ “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

² “Electronic Protected Health Information” means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

6. Safeguarding PHI

The Contractor shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the underlying Agreement. Contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of E PHI that Contractor creates, receives, maintains or transmits on behalf of County. The actions taken by the Contractor to safeguard E PHI shall include, but may not be limited to:

- a. Encrypting EPHI that it stores and transmits;
- b. Implementing strong access controls, including physical locks, firewalls, and strong passwords;
- c. Using antivirus/antispymware software that is upgraded regularly;
- d. Adopting contingency planning policies and procedures, including data backup and disaster recovery plans; and
- e. Conducting periodic privacy and security training.

7. Unauthorized Use or Disclosure of PHI

The Contractor shall report to the County any use or disclosure of the PHI not provided for by the underlying Agreement or otherwise in violation of the HIPAA Privacy Rule, the HIPAA Security Rule, or CMIA. Contractor shall report to County any privacy or security incidents within 2 days of becoming aware of such incidents. For purposes of this paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. The Business Associate shall also be compliant with all HIPAA and CMIA reporting requirements (to federal or state authorities) pertaining to any privacy or security breaches of confidential medical information.

8. Agents and Subcontractors of the Business Associate

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 the underlying Agreement to the Contractor with respect to such information. The Contractor shall ensure that any agent to whom it provides PHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such PHI. Contractor shall not use subcontractors or agents, unless it receives prior written consent from County.

9. 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.

10. 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.

11. 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.

12. Accounting of Disclosures

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.

13. Records Available to Covered Entity and Secretary

The Contractor shall make available records related to the use, disclosure, security 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 HIPAA privacy and security regulations, in the time and manner designated by the County or the Secretary.

14. Destruction of PHI

a. Upon termination of the underlying Agreement for any reason, the Contractor shall:

- (1) 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
- (2) 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 underlying Agreement and shall continue to maintain the information required under Section 11 of this Exhibit for a period of six years after termination of the underlying Agreement.

b. 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 Exhibit 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.

15. Amendments

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

16. Mitigation of Disallowed Uses and Disclosures

The Contractor shall mitigate, to the extent practical, any harmful effect that is known to the Contractor of a use, disclosure or exposure of PHI by the Contractor in violation of the requirements of the underlying Agreement or of the HIPAA Privacy and Security Rules or CMIA.

17. Termination of Agreement

The County shall terminate the underlying Agreement upon knowledge of a material breach by the Contractor of which the Contractor fails to cure.

18. Definitions

Terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those in the HIPAA Privacy Rule, the HIPAA Security Rule and CMIA.

19. Interpretation

Any ambiguity in this Exhibit shall be resolved to permit County to comply with the HIPAA Privacy Rule, the HIPAA Security Rule and CMIA.

Contract Summary Form: Contract Number: _____ - _____ - _____ - _____

D1. Fiscal Year : FY0910
 D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 044
 D3. Requisition Number : N/A
 D4. Department Name : Social Services
 D5. Contact Person : Judy Doughty
 D6. Phone : 346-7302

K1. Contract Type (check one): Personal Service Capital Project/Construction
 K2. Brief Summary of Contract Description/Purpose : AOD Services
 K3. Original Contract Amount : \$192,006
 K4. Contract Begin Date : 12/1/09
 K5. Original Contract End Date : 6/30/10

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

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndtAmt</u>	<u>CumAmndtToDate</u>	<u>NewTotalAmt</u>	<u>NewEndDate</u>	<u>Purpose</u>
<i>(2-4 words)</i>						
	\$	\$	\$			
K7. Department Project Number						: N/A

B1. Is this a Board Contract? (Yes/No) : Yes
 B2. Number of Workers Displaced (if any) : N/A
 B3. Number of Competitive Bids (if any) : 3
 B4. Lowest Bid Amount (if bid) : \$
 B5. If Board waived bids, show Agenda Date : N/A
 B6. ... and Agenda Item Number : #
 B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) : Yes
 F1. Encumbrance Transaction Code : 1701
 F2. Current Year Encumbrance Amount : N/A
 F3. Fund Number : 0055
 F4. Department Number : 044
 F5. Division Number (if applicable) : 07
 F6. Account Number : 7659
 F7. Cost Center number (if applicable) : N/A
 F8. Payment Terms : Net 30

V1. Vendor Numbers (A=uditor; P=urchasing) : A=324348
 V2. Payee/Contractor Name : Good Samaritan Shelter Inc.
 V3. Mailing Address : 731 S Lincoln Street
 V4. City State (two-letter) Zip (include +4 if known) : Santa Maria, CA 93458
 V5. Telephone Number : 805-346-8185
 V6. Contractor's Federal Tax ID Number : 77-0133375
 V7. Contact Person : Sylvia Barnard
 V8. Workers Comp Insurance Expiration Date : 6/15/10
 V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) : 9/18/10
 V10. Professional License Number : #
 V11. Verified by (name of County staff) :
 V12. Company Type (Check one): Individual Sole Proprietorship Partnership
 Corporation Private for Profit

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

Date : _____ Authorized Signature : _____