

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
between
COUNTY OF SANTA BARBARA
and
GOOD SAMARITAN SHELTER

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 245 E. Inger St., Suite 103B, Santa Maria, CA 93454, (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.** **Tanja Heitman**, Deputy Chief Probation Officer at phone number (805) 739-8537 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. **Sylvia Barnard** at phone number (805) 346-8185 is the authorized representatives for CONTRACTOR. Changes in designated representatives shall be made only after fifteen (15) days advance written notice to the other party.

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

To COUNTY: **Santa Barbara County Probation**
117 E. Carrillo St.
Santa Barbara, CA 93101
Attention: Tanja Heitman, Deputy Chief Probation Officer

To CONTRACTOR: **Good Samaritan Shelter**
245 E. Inger St., Suite 103B
Santa Maria, CA 93454
Attention: Sylvia Barnard, Executive Director

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 and A-1 attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on **July 1, 2012**, and end performance upon completion, but no later than **June 30, 2013**, unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B and B-1 attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to **117 E. Carrillo St., Santa Barbara, CA 93101**, following completion of the increments identified on EXHIBIT B and B-1. Unless otherwise specified on EXHIBIT B and B-1, payment shall be net thirty (30) days from presentation and approval 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, sales 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 it deems reasonably necessary for CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

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

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

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

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is

incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

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

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

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

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice which shall be effective upon receipt by CONTRACTOR.

B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to and receipt by COUNTY of such late payment.

18. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law,

shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

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

22. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the EXHIBITS, the provisions of the EXHIBITS shall prevail over those in the numbered sections.

30. **NON-APPROPRIATIONS.** In the event that funds are not appropriated, budgeted, or otherwise made available in the consecutive years of this Agreement, then COUNTY shall immediately notify CONTRACTOR of such

occurrence and the Agreement may be terminated by COUNTY. Subsequent to the termination of this Agreement under this provision, COUNTY shall have no obligation to make payment with regard to the remainder of the term.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective July 1, 2012.

CONTRACTOR

Date: 7/26/12

By: Jack Boyan, CFO

SocSec or Tax ID Number: 77-0133375

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 July 1, 2012

COUNTY OF SANTA BARBARA

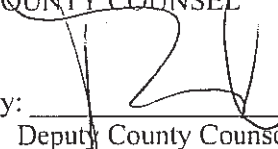
By: _____
DOREEN FARR
CHAIR, BOARD OF SUPERVISORS

Date: _____

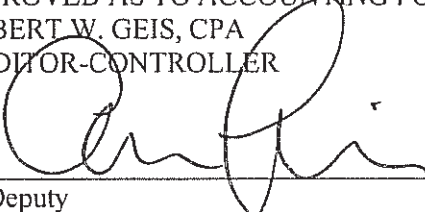
ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____
Deputy

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By:  _____
Deputy County Counsel

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

By:  _____
Deputy
Deputy Auditor-Controller
Gregory Eric Levin
Advanced and Specialty Accounting

APPROVED:
BEVERLY A. TAYLOR
CHIEF PROBATION OFFICER

By:  _____
Chief Probation Officer

APPROVED AS TO INSURANCE FORM:
RISK MANAGEMENT

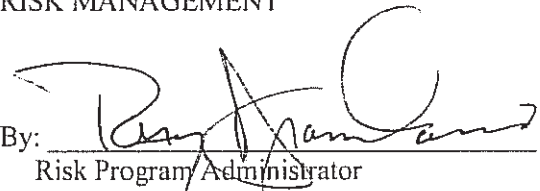
By:  _____
Risk Program Administrator

EXHIBIT A

STATEMENT OF WORK

1. CONTRACTOR shall provide the following services and personnel for Treatment:

A. Service Component:

1. CONTRACTOR will provide drug and alcohol treatment services to clients referred by COUNTY Probation Department. Client referrals will include probationers, post release community supervision and/or post sentence clients under Probation supervision. Services will be delivered at the Probation Report and Resource Center (PRRC) location in Santa Maria or at a location mutually agreed upon by COUNTY and CONTRACTOR.
2. Clients will be referred for a minimum six (6) month course of treatment. CONTRACTOR may reduce or extend treatment with COUNTY pre-approval.

B. Description of Component:

1. CONTRACTOR will provide treatment to three (3) cohorts of up to twelve (12) clients each comprising of two (2) ninety (90) minute groups a week for a total of six (6) groups. The groups will focus on the MATRIX model of Drug and Alcohol Education, Prevention, Anger Management, Life Skills, Socialization, Communication Skills and After Care. The groups will be staffed by a Drug and Alcohol certified counselor. The group times will be determined by COUNTY.
2. Counselor shall be trained in and utilize the Motivational Interviewing (MI) technique.
3. Counselor shall stay informed on and implement MATRIX evidence-based curriculum in providing treatment services.
4. Counselor shall refer pregnant clients to perinatal specialized services, as clinically indicated.
5. CONTRACTOR shall notify COUNTY prior to making any staffing changes.
6. CONTRACTOR will adhere to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, develop and maintain comprehensive patient confidentiality policies and procedures, and demonstrate reasonable effort to secure written and/or electronic client information.
7. CONTRACTOR shall cooperate in making available necessary witnesses for court hearings and trials, including staff that have provided treatment to a client referred by COUNTY.

C. Budgeted Service Level:

1. One (1) Full Time Equivalent (FTE), Drug and Alcohol Certified Counselor.

D. Location of Service:

1. Santa Maria Probation Report and Resource Center, 509 West Morrison Ave., Santa Maria, CA 93454 and/or Santa Maria Probation Department, 2121 S. Centerpointe Parkway, Santa Maria, CA 93455.

E. Hours of Operation:

1. Monday through Saturday during the hours of 8:00 a.m. and 8:00 p.m.

F. Treatment Position Title:

1. Drug and Alcohol Counselor

G. Qualifications of Position:

1. Staff hired to work directly with clients shall have competence and experience in working with clients with substance use disorders and co-occurring disorders, as required by State regulation.

H. Client Referral & Attendance Monitoring:

1. CONTRACTOR will accept all referrals and upon receipt of referral will enroll the client within two (2) business days.
2. CONTRACTOR shall conduct an individual intake and discharge appointment with the client.
3. The CONTRACTOR will be responsible for documenting group participation in client files for all attendees and will also have a group sign-in log that will be provided to COUNTY for verification of attendance.
4. Discharge planning shall be conducted by CONTRACTOR. The plan shall include recommendations for post-discharge; linkages to other services, if appropriate; reason for discharge; and clinical discharge summary.
5. On a case-by-case basis, the following may be cause for client exclusion or termination from the program: client threat of or actual violence, or rude or disruptive behavior that cannot be redirected. CONTRACTOR will notify COUNTY of client exclusion or termination within 24 hours.

2. CONTRACTOR shall provide the following services and personnel for Treatment:

A. Service Component:

1. CONTRACTOR will provide drug and alcohol treatment services to clients referred by the COUNTY Probation Department. Client referrals will include felony probationers under Probation supervision. Services will be delivered at the Probation Report and Resource Center (PRRC) location in Santa Maria or at a location mutually agreed upon by COUNTY and CONTRACTOR.
2. Clients will be referred for a minimum six (6) month course of treatment. CONTRACTOR may propose reducing or extending treatment with COUNTY pre-approval.

B. Description of Component:

1. CONTRACTOR will provide treatment to one (1) cohort of up to twelve (12) clients comprising two (2) ninety (90) minute groups a week. The groups will focus on the MATRIX model of Drug and Alcohol Education, Prevention, Anger Management, Life Skills, Socialization, Communication Skills and After Care. The groups will be staffed by a Drug and Alcohol Certified Counselor. The group times will be determined by COUNTY.
2. Counselor shall be trained in and utilize the Motivational Interviewing (MI) techniques.
3. Counselor shall stay informed on and implement MATRIX or other current evidence-based curriculum in providing treatment services.
4. Counselor shall refer pregnant clients to perinatal specialized services, as clinically indicated.
5. CONTRACTOR shall notify COUNTY prior to making any staffing changes.

6. CONTRACTOR will adhere to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, develop and maintain comprehensive patient confidentiality policies and procedures, and demonstrate reasonable effort to secure written and/or electronic client information.
7. CONTRACTOR shall cooperate in making available necessary witnesses for court hearings and trials, including staff that have provided treatment to a client referred by COUNTY.

C. Budgeted Service Level:

1. One half (.5) FTE, Drug and Alcohol Certified Counselor.

D. Location of Service:

1. Santa Maria Probation Report and Resource Center, 509 West Morrison Ave., Santa Maria, CA 93454.

E. Hours of Operation:

1. Monday through Saturday during the hours of 8:00 a.m. and 8:00 p.m.

F. Treatment Position Title:

1. Drug and Alcohol Counselor

G. Qualifications of Position:

1. Staff hired to work directly with clients shall have competence and experience in working with clients with substance use disorders and co-occurring disorders, as required by State regulation.

H. Client Referral and Attendance Monitoring:

1. CONTRACTOR will accept all referrals and upon receipt of referral will enroll the client within two (2) business days.
2. CONTRACTOR shall conduct an individual intake and discharge appointment with the client.
3. The CONTRACTOR will be responsible for documenting group participation in client files for all attendees and will also have a group sign-in log that will be provided to COUNTY for verification of attendance.
4. Discharge planning shall be conducted by CONTRACTOR. The plan shall include recommendations for post-discharge; linkages to other services, if appropriate; reason for discharge; and clinical discharge summary.
5. On a case-by-case basis, the following may be cause for client exclusion or termination from the program: client threat of or actual violence, or rude or disruptive behavior that cannot be redirected. CONTRACTOR will notify COUNTY of client exclusion or termination within twenty-four (24) hours.

3. CONTRACTOR shall provide the following services for Group:

A. Service Component:

1. CONTRACTOR will provide Recovery-Oriented Systems of Care (ROSC) support person-centered and self-directed approaches to care that build on the personal responsibility, strengths, and resilience of individuals, families, and communities to achieve sustained health, wellness, and recovery from alcohol and drug problems to clients referred by County Probation Department. Client referrals will include

standard probationers, post release community supervision and post sentence clients under COUNTY supervision. ROSC groups are usually alternatives or additions to the current menu of 12-Step meetings that have been established throughout the community. CONTRACTOR will establish one or more of the following groups: SMART Recovery®, Double Trouble and/or Psycho-educational drug abuse intervention groups.

2. Services will be delivered at the Probation Report and Resource Center (PRRC) location in Santa Maria or at a location mutually agreed upon by COUNTY and CONTRACTOR.

B. Description of Component:

1. Self-Management and Recovery Training (SMART) Recovery®: SMART is a self-help program for Alcohol and Other Drug Abuse issues that was established to provide an alternative to Alcoholics Anonymous, Narcotics Anonymous and other faith-based 12-Step programs. SMART is a Cognitive Behavioral Therapy (CBT) model that is offered in a small group format, supported through peer-driven meetings where participants have the opportunity to learn and refine skills from those who have mastered them in their own recovery. SMART focuses on recognizing and changing distorted thought patterns in order to change emotions and behaviors.
2. Double Trouble in Recovery (DTR): DTR is designed to meet the needs of clients with co-occurring disorders. Traditional 12-Step models may not provide adequate assistance to individuals with co-occurring disorders. DTR fills a gap by customizing the 12-Step for clients with co-occurring disorders to address their individual needs, including medication management issues.
3. Psycho-educational drug abuse intervention groups: Psycho-educational drug abuse intervention groups are didactic or lecture and discussion groups covering established Matrix Model Early Recovery and Relapse Prevention topics. Topics will focus on the process of recovery, including post-acute withdrawal syndrome (PAWS), relapse prevention planning and skills building.

C. Budgeted Service Level:

1. CONTRACTOR will hold two (2) groups of any combination of groups listed in Section B per week, based on the referred clients' needs.
2. Groups will be sixty (60) to ninety (90) minutes in length each.
3. CONTRACTOR will follow the curriculum and guidelines established by SMART and DTR, as applicable.
4. CONTRACTOR will provide staff to facilitate or co-facilitate with clients/peers.
5. Budget: Group sessions rate of \$80 per session, two (2) sessions per week for a total of 104 sessions. Contract maximum of \$8,320.

D. Location of Service:

1. Santa Maria Probation Report and Resource Center, 509 West Morrison Ave., Santa Maria, CA 93454 and/or Santa Maria Probation Department, 2121 S. Centerpointe Parkway, Santa Maria, CA 93455.

E. Client Referral and Attendance Monitoring:

1. The CONTRACTOR will be responsible for documenting group participation in client files for all attendees and will also have a group sign-in log that will be provided to COUNTY for verification of attendance.

2. On a case-by-case basis, the following may be cause for client exclusion or termination from the program: client threat of or actual violence, or rude or disruptive behavior that cannot be redirected.
CONTRACTOR will notify COUNTY of client exclusion or termination within twenty-four (24) hours.

4. CONTRACTOR shall provide the following services for Sober Living:

A. Service Component:

1. Contractor will provide two beds on an ongoing basis.
2. County can refer additional clients, as needed, beyond the initial two (2) at the negotiated rate per the attached budget but Contractor is not required to hold any additional beds available.
3. Contractor will accept all COUNTY referrals requiring a clean and sober living environment other than those offenders who have been previously banned from the facility as part of this agreement or those required to register as a sex offender pursuant to Section 290 of the Penal Code. While every effort will be made to accept COUNTY referrals, contractor may, at its option, refuse referrals based on previous history or unsuitability of clients for the communal living environment. CONTRACTOR will immediately notify COUNTY of any refusal.
4. Contractor understands that the goals of the program include the client becoming self-sufficient.

B. Description of Component:

1. Sober Living Environments (SLEs) must have on-site kitchens which contain necessary appliances (including, but not limited to, oven/stove, refrigerator, etc.) and the capacity for participants to prepare three meals a day and provide a secure storage for participant's food. Meals are included in the daily rate.
2. Repair, maintenance, and cleanliness are critical elements of any SLE. Attention should be given to the health and safety of all residents and therefore the home will meet the minimum fire and health standards. Space will be adequate to accommodate each individual comfortably in an atmosphere of dignity and respect. Maximum of two (2) clients to a room. Maximum of two (2) referred clients to a room unless a specific exception has been approved by the County based on a site visit that determines the space is adequate to accommodate more than the two clients.
3. COUNTY referred participants must attend non-residential drug and alcohol treatment (e.g. Alcoholics Anonymous/Narcotics Anonymous [AA/NA], substance abuse treatment, ROSC, etc.) concurrently. SLE service providers have the responsibility to notify COUNTY if they have knowledge that a participant in their program is failing to attend non-residential services. COUNTY will reassess for an appropriate course of action, which may include termination of SLE services.
4. CONTRACTOR must maintain Policy and Procedures governing staff conduct, client rights, policy on client co-pay, client property and other matters pertaining to house rules affecting the living conditions or privileges of the client. A signed copy of the client rights must be given to the client at intake by CONTRACTOR.
5. CONTRACTOR will not bill for services after a two-day client absence from the residence.
6. Contractor must report all discharges, departures, and program violations to COUNTY immediately, or within 24 hours.
7. Contractor will be required to immediately inform COUNTY upon learning of any allegation of staff misconduct and/or sexual conduct between client and staff, and/or client and client. Contractor shall keep COUNTY informed and will cooperate with COUNTY as to progress in the investigation and resolution of the situation. Contractor shall respect the rights of victims, conduct appropriate investigations so that

facts can be ascertained, ensure that staff be cleared if the allegation is found to be without merit, ensure that offending staff be dealt with appropriately, and that corrective action be taken if necessary to reduce the possibility of future occurrences.

8. Contractor will not require the client to relinquish any part of any government aid while in the program unless reviewed and approved by COUNTY.

C. Budgeted Service Level:

1. Two (2) guaranteed beds at \$550, per month, per bed. Additional referrals at \$22, per day. Total Maximum Contract \$29,260

5. CONTRACTOR shall provide the following services for Detoxification (Detox):

A. Service Component:

1. CONTRACTOR will furnish services to COUNTY Probation Department referred clients. Care will include, but not limited to, the following:
 - a. Supervised alcohol and drug free environment
 - b. Active affiliation with AA programs
 - c. Supportive Social Services
 - d. Structured and group activities
 - e. Basic health and personal hygiene maintenance
 - f. Monitoring of medications
 - g. Residential detox for up to 14 days, as needed
 - h. Random drug screening will be administered to verify continued abstinence
 - i. Because of the close proximity of the residential detox facilities to the family transitional living environments, CONTRACTOR will not be able to assist sexual offenders of any type. All clients will be required to receive a medical clearance before admit.

B. Budgeted Service Level:

1. Rate per day \$25. Maximum number of service days 1,095. Maximum contract amount \$27,375.

6. OTHER REQUIREMENTS FOR SERVICE DELIVERY STAFF:

A. Criminal Records Check

1. Ensure that all existing staff and prospective staff and volunteers assigned to this project will have a criminal record check. CONTRACTOR is responsible for any associated costs. The criminal record check shall be through one of the local law enforcement agencies and consist of a local law enforcement record check, a California Department of Motor Vehicle check, and a Live Scan submitted to the California Department of Justice (CDOJ). CONTRACTOR shall complete and submit the Staff Records Check form (attached hereto as EXHIBIT A-1) as appropriate for existing and prospective staff or volunteers.
2. Prospective CONTRACTOR staff or volunteer may commence services only after the results of the live scan have been received by the CONTRACTOR from the CDOJ and the person is deemed by COUNTY as suitable for work with the CONTRACTOR.
3. Failure by CONTRACTOR to comply with the criminal records check requirements may result in withholding of invoice payments until compliant.

B. Staff Professional Standards

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

C. Drugs and Alcohol

1. CONTRACTOR shall not allow the use or possession of drugs, including alcohol, in the workplace or facility.

D. Incident Reporting

1. CONTRACTOR shall report to COUNTY within 24 hours (excluding holidays and weekends) any notable incidents occurring while clients are receiving services under this contract pursuant to the following guideline:
 - a. Physical confrontation between staff and client, between clients, clients and non-staff, between staff and non-staff, and any threats of violence, including self-inflicted violence.
 - b. Any law violation.
 - c. Possession of any illegal drugs, paraphernalia, weapons or other contraband.
 - d. Failure or refusal to participate in program.
 - e. Participant discharge or disqualified from program and reasons for said discharge or disqualification.

E. Confidentiality

1. CONTRACTOR agrees to maintain the confidentiality of client records and/or client information pursuant to: Title 42 United States Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Sections 14100.2 and 5328; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Penal Code (PC) Sections 11140, 11142 and 1330. Client records and/or information 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 these services or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

F. Status Reports

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

G. Aggregate Outcomes

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

H. Meetings

1. Participate in meetings held by COUNTY or COUNTY's designee as related to the PRRC/Re-entry program and (if applicable) cooperate in the data collection for CONTRACTOR's particular component and will provide data as requested by the COUNTY Program Evaluator.

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EXHIBIT B

FINANCIAL ARRANGEMENTS

1. For CONTRACTOR services to be rendered under this agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed the funded maximum of **\$140,090** for the term of this contract.
2. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A**, as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **EXHIBIT B-1** (Schedule of Fees). Invoices submitted for payment that are based upon **EXHIBIT B-1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
3. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and, if found to be satisfactory and within the cost basis of **EXHIBIT B**, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation and approval.
4. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
5. CONTRACTOR MONTHLY INVOICING REQUIREMENTS:

- a. Invoice Format

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

- b. Invoice Linkage to **EXHIBIT B-1** Budget Positions

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

- c. Invoice Timely Submission

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

- d. Invoice Signature

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

- e. Copies of Payroll Ledgers

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

f. Administrative/Overhead Costs

Allocated Administrative/Overhead costs may only be claimed if identified in **EXHIBIT B-1** of this agreement.

g. Administrative/Overhead Documentation

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

h. Board of Directors List

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

6. OTHER FINANCIAL REQUIREMENTS:

a. CPA Prepared Financial Audit Report

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

b. Delivery of Service Commitment

Aside from initial contract start-up timing delays (e.g. hiring delays or locating proper facilities), CONTRACTOR is expected to deliver the level of services (by fiscal year) as specified on the attached **EXHIBIT B -1**. CONTRACTOR understands that having an excess of unused funds for any given fiscal year of this contract may jeopardize the ability of our collaborative program to meet grant performance measures and may raise questions about the need and viability of this grant program.

c. Fiscal Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the CONTRACTOR's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from support documentation to the accounting record to the financial reports and billings. These records shall be maintained for a minimum of four (4) years after the date of completion of the

project and shall be subject to examination and audit by authorized State or COUNTY representatives at any time during CONTRACTOR's regular business hours upon reasonable notice.

d. Inspection of Records

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

e. Access to Staff and Facilities

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

f. CONTRACTOR agrees to notify COUNTY by January 1, 2013, of any rate changes for the next fiscal year (July 1, 2013 – June 30, 2014). If notification of rate change is not received by January 1, 2013, COUNTY may, at COUNTY's option, renew this agreement for the next fiscal year at the current fiscal year's rates.

**EXHIBIT B-1
SCHEDULE OF FEES**

AB109 Budget:

Treatment Services

Counselor (\$16/hr for 40 hrs/week)	\$ 33,280
Supervision (\$28/hr for 4 hrs/week)	\$ 5,824
Benefits @ 26%	\$ 10,167
Admin @ 5%	\$ 2,464
Equip/Supplies	<u>\$ 2,000</u>
Treatment contract maximum	\$ 53,735

Sober Living

2 Guaranteed Beds	\$ 13,200
Rate of Additional Beds \$22/ Day	<u>\$ 16,060</u>
Sober Living contract maximum	\$ 29,260

Detox

Rate / Day	\$ 25
Max Units of Service	<u>1,095</u>
Detox contract maximum	\$ 27,375

Total AB109: **\$ 110,370**

SB678 Budget:

Treatment Services

Counselor (\$16/hr for 15 hrs/week)	\$ 12,480
Supervision (\$28/hr for 1.5 hrs/week)	\$ 2,184
Benefits @ 26%	\$ 3,813
Admin @ 5%	\$ 924
Equip/Supplies	<u>\$ 2,000</u>
Treatment contract maximum	\$ 21,400

ROSC Group

Rate / Session	\$ 80
Max Units of Service	<u>104</u>
Group contract maximum	\$ 8,320

Total SB678: **\$ 29,720**

Total Contract Amount: **\$ 140,090**

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

Contract Summary

BC 13-053

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

D1. Fiscal Year FY2012-13
D2. Budget Unit Number (plus -Ship/Bill codes in parenthesis) 022
D3. Requisition Number.....
D4. Department Name..... Probation
D5. Contact Person Tanja Heitman, Deputy Chief Probation Officer
D6. Telephone (805) 739-8537

K1. Contract Type (check one): X Personal Service [] Capital
K2. Brief Summary of Contract Description/Purpose Shelter for detox, treatment, and sober living
K3. Original Contract Amount \$140,090
K4. Contract Begin Date 07/01/2012
K5. Original Contract End Date 06/30/2013
K6. Amendment History (leave blank if no prior amendments).....
K7. Department Project Number

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)..... N/A
B4. Lowest Bid Amount (if bid) N/A
B5. If Board waived bids, show Agenda Date..... N/A
and Agenda Item Number
B7. Boilerplate Contract Text Unaffected? (Yes / or cite Paragraph) Yes

F1. Encumbrance Transaction Code 0000
F2. Current Year Encumbrance Amount
F3. Fund Number 0001
F4. Department Number 022
F5. Division Number (if applicable)..... 04
F6. Account Number 7460
F7. Cost Center number (if applicable)..... 022040241000
F8. Payment Terms Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing) 013654
V2. Payee/Contractor Name Good Samaritan Shelter
V3. Mailing Address 245 E. Inger St., Suite 103B
V4. City State (two-letter) Zip (include +4 if known) Santa Maria, CA 93454
V5. Telephone Number..... (805) 346-8185
V6. Contractor's Federal Tax ID Number (EIN or SSN) 77-0133375
V7. Contact Person..... Sylvia Barnard, Executive Director
V8. Workers Comp Insurance Expiration Date 06/15/2013
V9. Liability Insurance Expiration Date[s] (G=Genl; P=Profl) GL 09/18/2012, PL 09/18/2012
V10. Professional License Number.....
V11. Verified by (name of county staff).....
V12. Company Type (Check one): [] individual [] Sole Proprietorship [] Partnership [X] Corporation

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

Date: 7-27-12 Authorized Signature: [Handwritten Signature]