

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

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 Drive, Suite 103B, 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.** Amy Krueger, Division Chief, Social Services Operation 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: Amy Krueger, Division Chief, Social Services Operations, 2125 S. Centerpointe Parkway, Santa Maria, CA 93455
To Contractor : Sylvia Barnard, Executive Director, 245 E. Inger, Suite 103B, 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 July 1, 2012 and end performance upon completion, but no later than June 30, 2014 unless otherwise directed by COUNTY or unless earlier terminated. The County at the end of the first contract term has the option to renegotiate an additional one (1) year renewal, without re-bidding. A renewal determination will be contingent upon Contractor's satisfactory achievement of agreed upon performance measures and availability of funding.

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 the specific Federal cost principles appropriate to their entity: OMB A-21 (Educational Institutions), OMB A-87 (State, Local, or Indian Tribe Governments), OMB A-122 (Non-Profit Organizations), 45 CFR part 74 Appendix E (Hospitals), and Federal Acquisition Regulation (FAR) at 48 CFR part 31 (commercial organizations and non-profit organizations listed in Attachment C to Circular A-122).

Additionally, Contractor is required to comply with all requirements and responsibilities in Circular A-133 *Audits of State, Local Governments, and Non-Profit Organizations* from the Office of Management & Budget (OMB A-133), as applicable to their specific entity and expenditures of federal funds. Such requirements and responsibilities that may apply to the Contractor include Single Audits, program-specific audits, and/or pass-through entity responsibilities including

identifying and monitoring sub recipients and vendors, as defined within OMB A-133. Contractor will substantiate to County annual compliance with those portions of OMB A-133 which apply to the Contractor.

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

14. **NONDISCRIMINATION.** County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance.

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

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

17. **TERMINATION.**

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

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

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

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

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

1. For Convenience. Contractor for any reason, prior to expiration date of this Agreement, may terminate the Agreement upon ninety (90) days notice in writing to the County.

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 is a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.

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.

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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 July 1, 2012.

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

By: _____
Deputy

Date: _____

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 Manager

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.

CONTRACTOR: Good Samaritan Shelter

By: _____

Date: _____

EXHIBIT A

STATEMENT OF WORK

I. PURPOSE

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 in the Santa Maria and Lompoc region.

II. 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/ drug treatment program as a condition for maintaining their children in the home. CWS strives to reunify families within 12 months, minimizing the amount of time that children spend placed in out of home care. The County lacks the ability to provide all of the necessary alcohol and drug treatment services needed for CWS clients in the Santa Maria and Lompoc region. Therefore, it is necessary to secure a Contractor who will help meet this objective by providing these required services.

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 and Resources

III. DUTIES AND RESPONSIBILITIES

A. CONTRACTOR shall:

1. Receive a referral for a substance use/abuse intake assessment from CWS. Verbal referral for the intake assessment is acceptable and will be compensated at the approved negotiated rate.
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 and complete the Pre-Authorization to Provide Alcohol and Drug Treatment Services (CPS-008A, hereafter Pre-authorization form), as the 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. The Pre-Authorization form will automatically expire in 3 months. Should continued AOD treatment be recommended, a new Pre-Authorization form is required. 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. The 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. Complete a new Pre-Authorization form should continued AOD treatment be recommended, and fax it to the single point of contact. A returned 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 a Pre-Authorization form 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. Use the Indicators for Progress in the Substance Abuse Recovery Process (Exhibit A-1) to communicate clients progress (Poor, Some, Moderate, and Substantial) during the 24 week treatment period.
10. Complete Client Update Report for each phase using AOD Program Phases-Progress Indicators (Exhibit A-2) checklist to report the progress (Poor, Some, Moderate, and Substantial) of the client during the treatment period.

11. Report all instances of known or suspected child/elder abuse or neglect in accordance with the law to Child Welfare Services/Adult Protective Services.
12. Offer treatment services in the language the client chooses and in a culturally sensitive manner.
13. Participate in case staffing and multi-disciplinary team meetings as necessary to discuss client progress in treatment.
14. 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 Worker/Support staff contact the Contractor via phone to authorize a substance use/abuse intake assessment. The intake assessment is the only portion of treatment that may be authorized verbally.
2. Ensure the CWS Social Worker reviews the Pre-Authorization form and 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 or continue service delivery and should be faxed to the Contractor 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 supervisory approval.
4. Receive and review the 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.
5. 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.
6. Participate in case staffing and multi-disciplinary team meetings as necessary to discuss client progress in treatment.
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 agreement.

IV. REPORTING REQUIREMENTS

- A. Contractor will provide CWS with the Client Update Report on the AOD Program Phases-Progress Indicators template for each phase completed, which minimally includes the following:
 - Client Name and DOB

- CWS Social Worker
 - Contractor Name
 - Contractor Contact Person and Corresponding Phone Numbers/Email
 - Reporting Phase
 - Clients Progress as defined by indicators for progress in the substance abuse recovery process
 - Random Drug Testing Log
 - o Date of Random Drug Test
 - o Compliance with Testing Regimen
 - o Missed tests or failure to provide a sample.
 - o 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 Dropped Out of Treatment
 - # of Clients Who Dropped Out of Treatment, but Returned
 - # of Clients Who Have completed the Program Successfully

V. PERFORMANCE OUTCOMES

- A. Contractor will complete the substance use/abuse screening and assessment and provide the CWS Social Worker with a Pre-Authorization form outlining the recommended treatment schedule within 3 days of assessment completion 95% of the time.
- 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 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.

Exhibit A-1-Indicators for Progress in the Substance Abuse Recovery Process

INDICATORS FOR PROGRESS IN THE SUBSTANCE ABUSE RECOVERY PROCESS: ZERO TO THREE MONTHS				
0-3 Months	Poor Progress	Some Progress	Moderate Progress	Substantial Progress
Substance Abuse Treatment	Parent remains in denial of substance abuse/addiction and has not completed substance abuse screen.	<p>Reduction of initial resistance and defensiveness.</p> <p>Completed Adult Substance Abuse Screen.</p> <p>Parent has completed substance abuse assessment and has accepted treatment referral.</p> <p>Parent has entered substance abuse treatment.</p> <p>Sporadic attendance in substance abuse treatment.</p>	Attendance in substance abuse treatment becomes more consistent. Improvements in personal hygiene.	<p>Regular attendance in substance abuse treatment.</p> <p>Parent has accepted the negative consequences of substance abuse.</p> <p>Parent is thinking more clearly and is able to verbalize consequences of continued substance abuse.</p> <p>If applicable, parent has participated in collaborative service planning meeting with child welfare worker and substance abuse treatment worker.</p> <p>_____</p> <p>If parent is ready for discharge: Parent has developed relapse prevention plan. Parent has developed aftercare plans.</p> <p>_____</p> <p>If parent has been discharged: Parent is attending aftercare services at a treatment facility and/or attending self-help or</p>
Substance Abuse Education	Parent remains in denial of substance abuse and has not entered treatment/substance abuse education classes.	Parent has recently entered substance abuse treatment and substance abuse education classes.	Attending substance abuse education classes on addiction and recovery. Acknowledges need for insight into personal addiction.	Parent is receiving or has completed substance abuse education classes. Has gained insight into personal addiction. Parent is able to discuss the impact of substance abuse on parenting behaviors.
Participation in Recovery Support Systems	No current participation in recovery support groups.	Has received education on 12 Step/recovery support group meetings.	Has mapped out 12 Step (AA/CA/NA) or community recovery support group.	Has attended a 12 Step/support group at the treatment program. <i>(All clients are not ready to participate in 12 Step/support groups during the early months of treatment/recovery.)</i>
Abstinence/Drug Testing	Actively abusing drugs.	<p>Parent has decreased substance abuse.</p> <p>Parent is able to self report relapse.</p>	Fewer episodes of relapse and is able to discuss triggers.	Parent has developed a specific relapse prevention plan. Parent <i>may</i> have achieved abstinence.
Other Service Plan Provision Compliance	Parent is non-compliant with service plan with regard to visiting with workers and other assessments.	Parent is inconsistent in meeting service plan conditions.	Parent is consistently working on service plan conditions.	Parent is currently in compliance with service plan conditions.
Visiting	Parent does not visit child(ren).	Parent <u>in</u> consistently visits child(ren).	Parent consistently visits child(ren)	Parent consistently visits child(ren).
Parental Skills/ Parental Functioning	A parent who retains custody of the child must follow a safety plan but may not acknowledge the impact of substance abuse on parenting.			Parent may begin to identify the impact of substance abuse on parenting.

INDICATORS FOR PROGRESS IN THE SUBSTANCE ABUSE RECOVERY PROCESS: THREE TO SIX MONTHS

3-6 Months	Poor Progress	Some Progress	Moderate Progress	Substantial Progress
Substance Abuse Treatment	No current participation in substance abuse treatment. Parent may have initially engaged in treatment but left against staff advice.	Parent in inconsistent in attending substance abuse treatment. Within this time frame the parent could become more consistent. Improvements in personal hygiene.	Parent's continued progress is demonstrated in: •Consistent attendance. •Ability to identify triggers. •Self report of drug free time, meeting attendance, and certificates of achievements. •Improvement in personal hygiene and self esteem. •Greater insight into substance abuse/addiction. •Developed a specific relapse prevention plan.	Parent's attendance in substance abuse treatment is consistent and has demonstrated compliance with treatment plan and is preparing for discharge. Developing and discussing aftercare plans with treatment provider (may occur at this time due to extended length of stay or residential treatment). <i>If parent has been discharged:</i> Parent is consistently participating in aftercare services and working with a specific relapse prevention plan.
Participation in Recovery Support Systems	No current participation in recovery support groups.	Attends initial recovery support meeting (AA/CA/NA) or initial community support group/	Increased attendance in AA/CA/NA meetings or support group meetings. Working on Steps 1 and 2 of the 12 Steps of AA/NA; parent is able to discuss the process of recovery. Parent is letting go of relationships with substance abusers and developing sober friendships.	Regular attendance in self help meetings. Developing relationships with recovering role models/mentors. Parent has chosen 12 Step Sponsor or community support person. Increasing involvement in drug free activities, recovery support systems, sober relationships, and/or community activities.
Abstinence/Drug Testing	Actively abusing drugs.	Parent has decreased substance abuse. Parent is able to self report relapse.	Fewer episodes of relapse and is able to discuss triggers.	Parent has developed a specific relapse prevention plan. Parent <i>may</i> have achieved abstinence.
Other Service Plan Provision Compliance	Parent is non-compliant with service plan: •Visiting with workers •Other assessments	Parent is inconsistent in meeting service plan conditions.	Parent is consistently working on service plan conditions.	Parent is currently in compliance with service plan conditions.
Visiting	Parent inconsistently visits with child(ren).	Parent is consistent in visits with child(ren).	Parent demonstrates increased parenting responsibility during visits.	Parent demonstrates increased parenting responsibility during visits.
Parenting Skills/ Parental Functioning	Parent is unwilling or unable to acknowledge impact of drug use on parenting.	Parent begins to acknowledge the impact of drug use on parenting.	Parent acknowledges impact of drug use on parenting and identifying parenting deficits.	Parent is able to identify parenting deficits and strengths. Parent is developing parenting goals.

INDICATORS FOR PROGRESS IN THE SUBSTANCE ABUSE RECOVERY PROCESS: SIX TO NINE MONTHS

6-9 Months	Poor Progress	Some Progress	Moderate Progress	Substantial Progress
Substance Abuse Treatment	Currently not participating in substance abuse treatment (parent left treatment).	Parent is more consistent in attendance. Parent is able to identify triggers. Self report of drug free time, meeting attendance, and certificates of achievements. Continued improvement in personal hygiene and self esteem. Parent has gained greater insight into substance abuse/addiction.	Consistent attendance in substance abuse treatment; has demonstrated compliance with treatment plan. Verbalizes a greater awareness of intense emotions and triggers. Uses new coping skills learned in substance abuse treatment or 12 Step support groups. Has developed a specific relapse prevention plan. Developing/discussing aftercare plans with treatment provider.	Regular attendance in formal substance abuse treatment. Parent has entered aftercare services. Parent consistent in follow through with aftercare services. Parent is consistently working on relapse prevention plans.
Participation in Recovery Support Systems	No current participation in recovery support groups.	Attends 12 Step recovery support meeting or community support groups. Has increased participation in self help meetings or community recovery support groups. Has chosen sponsor.	Consistently working on the 12 Steps program with sponsor/consistently attending community support. Actively working on relapse prevention with aftercare provider, sponsor or recovery support person.	Parent is consistently working 12 Step program, attending self help meetings, and maintaining contact with sponsor. Parent is applying Steps 1-3 in daily life (AA/CA/NA). Parent is discussing long term goals and setting time frames with support persons.
Abstinence/Drug Testing	Parent is currently abusing drugs.	Parent has decreased substance abuse and self reports relapse. Has fewer episodes of relapse and has developed a specific relapse prevention plan.	Parent has recently achieved abstinence. Parent has sustained periods of abstinence.	Parent continues to maintain abstinence.
Service Plan Compliance	Parent is non-compliant with service plan.	Is inconsistent in meeting service plan conditions.	Is consistently working on service plan conditions.	Parent is currently in compliance with service plan conditions.
Visiting	Parent inconsistently visits with child(ren).	Parent consistent in visits with child(ren).	Consistently visiting child(ren) and demonstrating increased parenting responsibility during visits.	Parent consistently visiting child and demonstrating increased parenting responsibility during visits.
Parenting Skills/ Parental Functioning	Parent is unwilling or unable to acknowledge impact of drug use on parenting.	Parent begins to acknowledge the impact of drug use on parenting. Acknowledges impact of drug use on parenting.	Parent identifies parenting deficits and strengths and sets parenting goals. Parent is working on parenting goals.	Parent is working on parenting goals. Parent is achieving one or more parenting goal.

INDICATORS FOR PROGRESS IN THE SUBSTANCE ABUSE RECOVERY PROCESS: NINE TO TWELVE MONTHS

9-12 Months	Poor Progress	Some to Moderate Progress	Substantial Progress
Participation in Recovery Support Systems	Parents does not currently participate in mutual help/recovery support groups. Parent is not actively engaged with a sponsor.	Parent has increased participation in mutual help/recovery support groups. Has chosen sponsor. Has made more consistent contact with sponsor. Works on the 12 Steps Program with sponsor. Actively works on relapse prevention with aftercare provider, sponsor or recovery support person.	Parent consistently participates in mutual help meetings/recovery support groups. Consistently working on the 12 Step program with sponsor or with a community support person. Parent is engaged in sober relationships and activities. Has accepted the maintenance phase of recovery is a lifelong responsibility.
Abstinence/Drug Testing	Parent is currently abusing drugs.	Fewer episodes of relapse and the parent has developed a specific relapse plan. Parent has recently achieved abstinence.	Parent has sustained periods of abstinence. Parent continues to maintain abstinence.
Service Plan Compliance	Parent is non-compliant with service plan.	Parent is inconsistent in meeting service plan conditions.(i.e. attending parent training, counseling, keeping assessment appointments.)	Parent is consistently working on service plan conditions.
Visiting	Parent inconsistently visits with child(ren).	Parent consistent in visits with child(ren).	Parent demonstrates increased parenting responsibility during visits.
Parenting Skills/ Parental Functioning	Parent is unwilling or unable to acknowledge impact of drug use on parenting. Parent beginning to acknowledge the impact of drug use on parenting.	Parent acknowledges impact of drug use on parenting. Parent identifies parenting deficits and strengths and sets parenting goals. Parent is working on parenting goals. Parent is demonstrating improved parental functioning.	Parent maintains improved parenting functioning and continuing to work on parenting goals.
Interpersonal Relationships	No attempts to address interpersonal conflicts with family members.	Minimal attempts to address interpersonal conflicts with family members.	Parent is actively addressing interpersonal conflicts with family members.
Skill Building	No participation in skill building training.	Parent has entered skill building training.	Parent consistently participates in skill building training.
Adapted from Illinois Dept. of Children & Family Services Progress Matrix			7/2011, 4/2012 sd

Exhibit A-2- AOD Program Phases-Progress Indicators Checklist

Client Name:		Social Worker:			Date:	
AOD Program Phases ~ Progress Indicators Assessment						
<i>Phase 1</i>	Poor Progress	Some Progress	Moderate Progress	Substantial Progress	Additional Comments	
<input type="checkbox"/>	Participates in Treatment/Education Weeks 1-6					
<input type="checkbox"/>	Participates in Recovery Support Systems Weeks 1-6					
<input type="checkbox"/>	Abstinence/Drug Testing Weeks 1-6					
<i>Phase 2</i>	Poor Progress	Some Progress	Moderate Progress	Substantial Progress	Additional Comments	
<input type="checkbox"/>	Participates in Treatment/Education Weeks 6-12					
<input type="checkbox"/>	Participates in Recovery Support Systems Weeks 6-12					
<input type="checkbox"/>	Abstinence/Drug Testing Weeks 6-12					
<i>Phase 3</i>	Poor Progress	Some Progress	Moderate Progress	Substantial Progress	Additional Comments	
<input type="checkbox"/>	Participates in Treatment/Education Weeks 12-16					
<input type="checkbox"/>	Participates in Recovery Support Systems Weeks 12-16					
<input type="checkbox"/>	Abstinence/Drug Testing Weeks 12-16					
<i>Aftercare</i>	Poor Progress	Some Progress	Moderate Progress	Substantial Progress	Additional Comments	
<input type="checkbox"/>	Participates in Recovery Support Systems Weeks 16-24					
<input type="checkbox"/>	Abstinence/Drug Testing Weeks 16-24					

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

A. For Contractor services to be rendered under this agreement, Contractor shall be paid a total agreement amount, including cost reimbursements, not to exceed \$384,000, FY 12/13 \$192,000.00 and FY 13/14, \$192,000.00.

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 **Exhibits B1 and B2** (Schedule of Fees). Invoices submitted for payment that are based upon **Exhibits B1 and B2** 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 requested

County Representative shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Exhibits B1 and B2** 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 Agreement 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 FY 12/13

SERVICE TO BE PROVIDED	RATE PER UNIT OF SERVICE	PROJECTED NUMBER OF UNITS OF SERVICE	TOTAL PROJECTED AMOUNT
OUTPATIENT INDIVIDUAL	\$69.59	150	\$10,440
OUTPATIENT GROUP	\$29.57	2,000	\$59,140
DRUG TEST-FULL PANEL	\$25.00	4,000	\$100,000
ALCOHOL TEST	\$0.00	1,000	\$0.00
DETOX BED DAY	\$25.00	182	\$4,550
PERINATAL BED DAY	\$38.02	470	\$17,870
MAXIMUM OBLIGATION			\$192,000

EXHIBIT B2

SCHEDULE OF FEES

FEE FOR SERVICE BUDGET FY 13/14

SERVICE TO BE PROVIDED	RATE PER UNIT OF SERVICE	PROJECTED NUMBER OF UNITS OF SERVICE	TOTAL PROJECTED AMOUNT
OUTPATIENT INDIVIDUAL	\$69.59	150	\$10,440
OUTPATIENT GROUP	\$29.57	2,000	\$59,140
DRUG TEST-FULL PANEL	\$25.00	4,000	\$100,000
ALCOHOL TEST	\$0.00	1,000	\$0.00
DETOX BED DAY	\$25.00	182	\$4,550
PERINATAL BED DAY	\$38.02	470	\$17,870
MAXIMUM OBLIGATION			\$192,000

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 Contractors' 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 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 an 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, 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.

Contract Number : - - - -

- D1. Fiscal Year : FY 12/13 & FY 13/14
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 : Linda Rodriguez
D6. Phone : (805) 346-7294
-

- K1. Contract Type (check one): Personal Service Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose : CWS Alcohol & Drug Treatment Services
K3. Original Contract Amount : \$384,000
K4. Contract Begin Date : 7/1/12
K5. Original Contract End Date : 6/30/14
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>
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(2-4 words)

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) : 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 : 0001
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) :
V2. Payee/Contractor Name : Good Samaritan Shelter
V3. Mailing Address:245 E. Inger, Suite 103B
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 (EIN or SSN) :
V7. Contact Person : Sylvia Barnard, Executive Director
V8. Workers Comp Insurance Expiration Date : 6/15/12
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) : 9/18/12
V10. Professional License Number : #
V11. Verified by (name of County staff) : Linda Rodriguez
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: _____