

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and the Council on Alcoholism and Drug Abuse with an address at 232 East Canon Perdido Street, Santa Barbara, CA 93102 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### 1. DESIGNATED REPRESENTATIVE

Deputy Chief Tanja Heitman at telephone number (805)739-8537 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Wim Verkaik at telephone number (805) 722-1303 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 personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

|                |  |
|----------------|--|
| To COUNTY:     | Santa Barbara County Probation Department<br>117 E. Carrillo St.<br>Santa Barbara, CA 93101-2061   |
| To CONTRACTOR: | Council on Alcoholism and Drug Abuse<br>232 East Canon Perdido Street, Santa Barbara, CA<br>Mail Address: PO Box 28, Santa Barbara, CA 93102 |

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### 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, 2015 and end performance upon completion, but no later than June 30, 2016 unless otherwise directed by COUNTY or unless earlier terminated.

### 5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, 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  
(Co of SB Std Terms Ver 10-17-2014)

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

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. 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. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

#### 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. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county-government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

#### 9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. 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.

#### 10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, 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. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

#### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

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, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, 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 of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

#### **12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

#### **13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

#### **14. 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 principles. 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 addition, if this Agreement

exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

#### 15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

#### 16. 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.

#### 17. 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.

#### 18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

#### 19. 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, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
  1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this 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 the 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.

3. **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 or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- 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.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this 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.

## 20. 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.

## 21. SEVERABILITY

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

## 22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

## 23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**24. 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.

**25. 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.

**26. 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.

**27. COMPLIANCE WITH LAW**

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

**28. CALIFORNIA LAW AND JURISDICTION**

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.

**29. 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.

**30. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and 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.

31. SURVIVAL

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

32. 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.

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Agreement for Services of Independent Contractor between the County of Santa Barbara and the Council on Alcoholism and Drug Abuse.

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

Janet Wolf  
Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair, Board of Supervisors

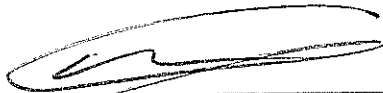
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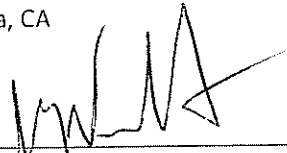
**RECOMMENDED FOR APPROVAL:**

Guadalupe Rabago  
Santa Barbara County Probation

**CONTRACTOR:**

Council on Alcoholism and Drug Abuse  
232 East Canon Perdido Street,  
Santa Barbara, CA

By:   
Department Head

By:   
Authorized Representative

Name: Wim Verlaak  
Title: Director of Administration

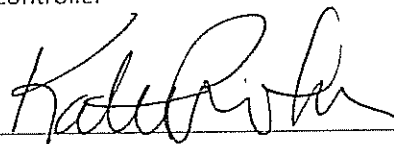
**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

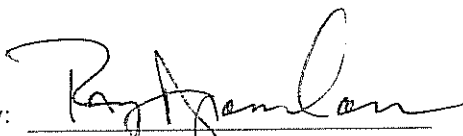
Robert W. Geis, CPA  
Auditor-Controller

By:   
Deputy County Counsel

By:   
Deputy

**APPROVED AS TO FORM:**

Risk Management

By:   
Risk Management



## EXHIBIT A

### STATEMENT OF WORK

- I. CONTRACTOR shall provide the following enhanced treatment services, related recovery and re-entry services, and personnel for Post Release Community Supervision (PRCS), Post Sentence Supervision (PSS) and/or clients under jail supervision in Santa Barbara, funded through AB109:

A. Service Component:

1. CONTRACTOR will provide drug and alcohol treatment services to AB109 clients referred by the Santa Barbara County Probation Department (COUNTY). Client referrals may include Post Release Community Supervision (PRCS) and Post Sentence (PSS) clients under COUNTY supervision. Services will be delivered at the Probation Report and Resource Center (PRRC) location in Santa Barbara 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.

B. Description of Component:

1. A total of four (4), 90-minute groups per week will be available to two (2) cohorts of up to twelve (12) clients per cohort. The groups will focus on a MATRIX model of Drug and Alcohol Education, Prevention, Anger Management, Life Skills, Socialization, Communication Skills and After Care. The group times will be determined by COUNTY and will be staffed by a Drug and Alcohol certified staff person that is employed by CONTRACTOR.
2. A total of two (2), 90-minute groups per week will be available to one (1) cohort of up to twelve (12) clients per cohort. The group will focus on Moral Reconciliation Therapy (MRT) in accordance with the MRT training and model requirements. The group times will be determined by COUNTY and will be staffed by a MRT certified staff person that is employed by CONTRACTOR.
3. CONTRACTOR will accept all referrals and upon receipt of referral will enroll the client within two (2) business days.
4. CONTRACTOR shall be trained in and utilize Motivational Interviewing techniques.
5. CONTRACTOR shall stay informed on and implement MATRIX and MRT in providing treatment services.
6. CONTRACTOR shall refer pregnant clients to Perinatal specialized services, as clinically indicated.
7. CONTRACTOR shall notify COUNTY of any staffing changes.
8. CONTRACTOR will adhere to 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.

9. 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. Location of Service:

1. Santa Barbara PRRC, 4500 Hollister Avenue, Santa Barbara CA 93110

D. Hours of Operation:

1. Monday through Friday during the hours of 8:30 a.m. and 8:00 p.m., and on Saturday between 8:30 a.m. and 12:00 p.m.

E. Treatment Position(s) Title:

1. Drug and Alcohol Counselor (1.0 FTE)

F. 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.
2. All staff working with COUNTY-referred clients will undergo a background screening at the expense of CONTRACTOR. Any ex-offenders will require COUNTY's prior approval for employment to serve COUNTY clients. Staff will disclose any misdemeanor or felony arrests and COUNTY will be immediately notified by CONTRACTOR.
3. CONTRACTOR shall ensure that all staff providing services are fully trained and certified in the specific curriculum being utilized. CONTRACTOR will also ensure that all staff receive appropriate clinical supervision.

II. CONTRACTOR shall provide the following services for Detoxification (Detox) for the PRCS and PSS offenders under probation supervision, funded through AB109:

A. Service Component:

1. CONTRACTOR shall furnish services to COUNTY Probation Department referred clients. Care shall 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 fourteen (14) days, as needed
  - h. Random drug screening shall be administered to verify continued abstinence
  - i. Because of the close proximity of the residential detox facilities to the family transitional living environments, CONTRACTOR shall not be able to assist sexual offenders of any type. All clients shall be required to receive a medical clearance before admit.

2. CONTRACTOR will also ensure that all staff receive appropriate clinical supervision.
3. CONTRACTOR will provide a maximum of 300 days at a rate of \$25 per day, not to exceed \$7500.

III. CONTRACTOR shall provide the following enhanced treatment services, related recovery and re-entry services and personnel for offenders supervised on felony probation in Santa Barbara, funded through SB678.

A. Service Component:

1. CONTRACTOR will provide drug and alcohol treatment services to clients referred by the Santa Barbara County Probation Department (COUNTY). Client referrals will include standard probationer clients under COUNTY supervision through SB678. Services will be delivered at the Probation Report and Resource Center (PRRC) location in Santa Barbara 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.

B. Description of Component:

1. A total of two (2), 90-minute groups per week will be available to one (1) cohort of up to twelve (12) clients per cohort. The groups will focus on a MATRIX model of Drug and Alcohol Education, Prevention, Anger Management, Life Skills, Socialization, Communication Skills and After Care. The group times will be determined by COUNTY and will be staffed by a Drug and Alcohol certified staff person that is employed by CONTRACTOR.
2. CONTRACTOR will accept all referrals and upon receipt of referral will enroll the client within two (2) business days.
3. CONTRACTOR shall be trained in and utilize Motivational Interviewing techniques.
4. CONTRACTOR shall stay informed on and implement MATRIX in providing treatment services.
5. CONTRACTOR shall refer pregnant clients to Perinatal specialized services, as clinically indicated.
6. CONTRACTOR shall notify COUNTY of any staffing changes.
7. CONTRACTOR will adhere to 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.
8. 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. Location of Service:

1. Santa Barbara PRRC, 4500 Hollister Avenue, Santa Barbara CA 93110

D. Hours of Operation:

1. Monday through Friday during the hours of 8:30 a.m. and 8:00 p.m., and on Saturday between 8:30 a.m. and 12:00 p.m.

E. Treatment Position(s) Title:

1. Drug and Alcohol Counselor (.3 FTE)

F. 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.
2. All staff working with COUNTY-referred clients will undergo a background screening at the expense of CONTRACTOR. Any ex-offenders will require COUNTY's prior approval for employment to serve COUNTY clients. Staff will disclose any misdemeanor or felony arrests and COUNTY will be immediately notified by CONTRACTOR.
3. CONTRACTOR shall ensure that all staff providing services are fully trained and certified in the specific curriculum being utilized. CONTRACTOR will also ensure that all staff receive appropriate clinical supervision.

**IV. CLIENT REFERRAL & ATTENDANCE MONITORING:**

- A. CONTRACTOR will accept all referrals and upon receipt of referral will enroll the client within two (2) business days.
- B. CONTRACTOR shall conduct an individual intake and discharge appointment with the client. Intake and discharge will include California Outcomes Measurement Service (CalOMS) and ShareCare data input.
- C. CONTRACTOR will complete an Addiction Severity Index (ASI) and an individual treatment plan for each client.
- D. CONTRACTOR will process weekly individual progress notes on each client.
- E. CONTRACTOR will ensure that each client signs Consent to Release Information and Consent to Treatment/Follow-Up forms.
- F. The CONTRACTOR will be responsible for documenting group participation in participant files for all attendees and will also have a group sign-in log that will be provided to COUNTY for verification of attendance.
- G. 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.
- H. On a case-by-case basis, the following may be cause for client exclusion from the program: client threat of or actual violence, or rude or disruptive behavior that cannot be redirected.

V. OTHER REQUIREMENTS FOR SERVICE DELIVERY STAFF:

A. Criminal Records Check

1. Ensure that all existing staff and prospective staff and volunteers performing services as part of, related to, or in connection with this Agreement shall 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 and the person is deemed 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. Required Staffing List and Criminal Law Violation Notification

1. Provide to COUNTY a list of all existing CONTRACTOR staff employees/volunteers providing services to COUNTY clients and provide written notice of any new criminal law violations the CONTRACTOR becomes aware of that affect any of these employees/volunteers.

C. 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.
2. CONTRACTOR will ensure that counselor is AOD (alcohol and other drugs) state certified.

D. Drugs and Alcohol

1. Not allow the use or possession of drugs, including alcohol, in the workplace or facility.

E. Incident Reporting

1. CONTRACTOR to 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 outline:
  - 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.

- 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.

F. Confidentiality

1. Agree to maintain the confidentiality of client records pursuant to: Penal Code, Sections 11140, 11142 and 13303.

G. 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.

H. 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.

I. 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.

J. Training

1. Contractor will insure all employees maintain a valid First Aid and CPR certification.
2. Contractor will participate in at least one (1) training on Evidence-Based Practices per year.

ATTACHMENT A-1

GRANT STAFF (EMPLOYEES/VOLUNTEERS/SUB-CONTRACTORS) RECORD CHECKS

Council on Alcoholism and Drug Abuse  
Contractor or Agency Name

AB 1009 / SB 678  
Name of Grant

[Signature]  
Contractor's Signature

5/29/15  
Date

| NAME(S) OF PERSON(S) | E=EMPLOYEE<br>V=VOLUNTEER<br>S=SUB-CONTRACTOR | LOCAL RECORD<br>CHECK<br>Date Completed | CRIMINAL RECORD<br>DECLARATION<br>Date Signed | 10-PRINTS |               |
|----------------------|---|---|---|-----------|---------------|
|                      |   |   |   | Date Sent | Date Received |
| Eric Rowan           | E   |   | 050410  | 050410    | 050410        |
| Anna Rodriguez       | E   |   | 071712  | 071712    | 071712        |
| Charles Hughes       | E   |   | 030315  | 030315    | 030315        |
|                      |   |   |   |           |               |
|                      |   |   |   |           |               |
|                      |   |   |   |           |               |
|                      |   |   |   |           |               |
|                      |   |   |   |           |               |
|                      |   |   |   |           |               |
|                      |   |   |   |           |               |
|                      |   |   |   |           |               |

## 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 \$ 88,783.
- 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 and ATTACHMENT A-1 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 ATTACHMENT B-1 (Schedule of Fees). Invoices submitted for payment that are based upon ATTACHMENT B-1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A and ATTACHMENT A-1.
- C. 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 DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of ATTACHMENT B-1 shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- 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. CONTRACTOR MONTHLY INVOICING REQUIREMENTS

1. 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 line items on the attached ATTACHMENT B-1. All costs claimed by CONTRACTOR for reimbursement by COUNTY shall be identified in the specific format required by COUNTY.

2. Invoice Linkage to ATTACHMENT B-1 Budget Positions

Any invoiced costs for staff positions or equipment costs not listed in ATTACHMENT B-1 of this Agreement will not be reimbursed by the COUNTY unless approved in advance by the COUNTY.

3. 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 Agreement).



# Board Contract Summary

BC 15 .182

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: Auditor-Controller Intranet Policies->Contracts.

|     |                       |                |
|-----|-----------------------|----------------|
| D1. | Fiscal Year .....     | 2015-2016      |
| D2. | Department Name ..... | Probation      |
| D3. | Contact Person .....  | Tanja Heitman  |
| D4. | Telephone .....       | (805) 739-8537 |

|      |  |   |
|------|--|---|
| K1.  | Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital |   |
| K2.  | Brief Summary of Contract Description/Purpose.....   | Treatment, recovery, and re-entry services. |
| K3.  | Department Project Number.....   |   |
| K4.  | Original Contract Amount.....  | \$ 88,783                                   |
| K5.  | Contract Begin Date.....   | 07/01/2015                                  |
| K6.  | Original Contract End Date.....  | 06/30/2016                                  |
| K7.  | Amendment? (Yes or No).....  | No  |
| K8.  | - New Contract End Date.....   |   |
| K9.  | - Total Number of Amendments.....  |   |
| K10. | - This Amendment Amount.....   | \$  |
| K11. | - Total Previous Amendment Amounts.....  | \$  |
| K12. | - Revised Total Contract Amount.....   | \$  |

|     |   |  |
|-----|---|--|
| B1. | Intended Board Agenda Date .....  |  |
| B2. | Number of Workers Displaced (if any) .....                                  |  |
| B3. | Number of Competitive Bids (if any).....                                    |  |
| B4. | Lowest Bid Amount (if bid) .....  |  |
| B5. | If Board waived bids, show Agenda Date.....<br>and Agenda Item Number ..... |  |
| B6. | Boilerplate Contract Text Changed? (If Yes, cite Paragraph).....            |  |

|     |                                      |             |
|-----|--------------------------------------|-------------|
| F1. | Fund Number .....                    | 0001        |
| F2. | Department Number.....               | 022         |
| F3. | Line Item Account Number.....        | 7460        |
| F4. | Project Number (if applicable).....  |             |
| F5. | Program Number (if applicable) ..... | 4099        |
| F6. | Org Unit Number (if applicable)..... | 4410 / 4430 |
| F7. | Payment Terms.....                   | Net 30      |

|      |  |                                    |
|------|--|------------------------------------|
| V1.  | Auditor-Controller Vendor Number.....                  | 710170                             |
| V2.  | Payee/Contractor Name.....                             | Council on Alcoholism & Drug Abuse |
| V3.  | Mailing Address.....                                   | PO Box 28                          |
| V4.  | City State (two-letter) Zip (include +4 if known)..... | Santa Barbara, CA 93102            |
| V5.  | Telephone Number .....                                 | (805) 722-1303                     |
| V6.  | Vendor Contact Person.....                             | Wim Verkaik                        |
| V7.  | Workers Comp Insurance Expiration Date.....            | 03/12/16                           |
| V8.  | Liability Insurance Expiration Date.....               | GL 06/02/15; PL 06/02/15           |
| V9.  | Professional License Number .....                      | 15                                 |
| V10. | Verified by (print name of county staff).....          | 182                                |

V11 Company Type (Check one):  Individual  Sole Proprietorship  Partnership  Corporation

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

Date: 5-28-15 Authorized Signature: 