

Attachment B

Santa Barbara County Sheriff's Office
California Department of Corrections and Rehabilitation
Day Reporting Centers

Agreement for Services
Community Solutions, Inc.
with Exhibits A through D

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 Community Solutions Inc. with an address at 340 West Newberry Road, Bloomfield, CT 06002 (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:

DESIGNATED REPRESENTATIVE

Lt. Timothy McWilliams at phone number (805) 681-4047 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Robert D. Pidgeon at phone number (860) 683-7100 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

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: Lieutenant Timothy McWilliams
4436-A Calle Real
Santa Barbara, CA 93110
Fax: (805) 681-4312

To CONTRACTOR: Robert D. Pidgeon, CEO
Community Solutions, Inc.,
340 West Newberry Road
Bloomfield, CT 06002
Fax: (860) 683-7199

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.

SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

TERM

CONTRACTOR shall commence performance on July 1, 2016 and end performance upon completion, but no later than June 30, 2019 unless otherwise directed by COUNTY or unless earlier terminated.

The CDCR contract allows for an additional one (1) year extension, commencing performance on July 1, 2019 and ending performance no later than June 30, 2020 and shall be subject to continued funding from CDCR.

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 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.

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.

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.

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.

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.

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. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. 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.

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.

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.

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.

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.

INDEMNIFICATION AND INSURANCE

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

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.

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.

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.

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.

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.

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.

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.

TIME IS OF THE ESSENCE

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

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.

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.

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.

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.

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.

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.

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.

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.

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.

BUSINESS ASSOCIATE

The parties agree to the terms and conditions set forth in Exhibit D - HIPAA Business Associate Agreement (BAA), attached hereto and incorporated herein by reference.

(SIGNATURES ARE ON NEXT PAGE.)

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Community Solutions Inc.

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:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

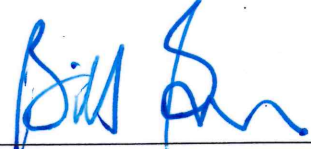
Date: _____

RECOMMENDED FOR APPROVAL:

Bill Brown, Sheriff

CONTRACTOR:

Community Solutions Inc.

By:  _____
Department Head

By:  _____
Authorized Representative

Name: ROBERT D. PIDGEON


Title: Chief Executive Officer


APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By:  _____
Deputy County Counsel

By:  _____
Deputy

APPROVED AS TO FORM:

Risk Management

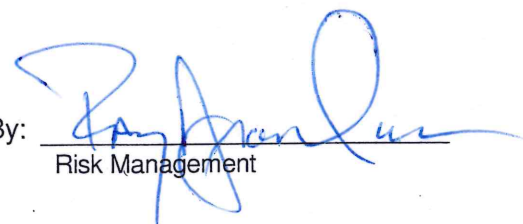
By:  _____
Risk Management

Exhibit A

County of Santa Barbara
Community Solutions, Inc.
Day Reporting Centers

Statement of Work

EXHIBIT A

STATEMENT OF WORK

I. INTRODUCTION

Santa Barbara County Sheriff's Department (SBCSD) has agreed to provide the California Department of Corrections and Rehabilitation (CDCR), Division of Rehabilitative Programs (DRP) an array of evidence-based services targeted to address the criminogenic needs of the participating offenders that contribute to re-offending behaviors. The services include, but are not limited to, criminal thinking, anger and aggression, education & vocational needs, substance abuse, and pro- social relationships. These services shall be provided in an effort to assist the participants' successful reintegration into their communities upon release from prison. The goal is to reduce recidivism through effective community reintegration, thereby increasing public safety.

The services shall be provided in two Day Reporting Center (DRC) environments located within Santa Barbara County. One DRC shall be located in the City of Santa Barbara, and the other in the City of Santa Maria. The DRCs will serve only participants residing within the County of Santa Barbara, however SBCSD, in agreement with DRP and Division of Adult Parole Operations (DAPO), may implement an option to include participants who reside in southern San Luis Obispo County in locations contiguous to Santa Barbara County in the Santa Maria DRC program.

A minimum of 300 male and female participants are to be served annually at the two locations. Each individual DRC location shall serve a minimum of 150 participants annually, and they shall have the ability to accommodate 50 participants at any given time. Approximately 25 percent of program participants will be provided with transitional housing assistance in sober living environments during the treatment episode.

SBCSD has determined that the most efficient way to institute this program effectively, and offer these services in a timely manner, is to subcontract with a private vendor or organization to operate this program.

SBCSD has selected Community Solutions, Inc. (hereafter CONTRACTOR) as our subcontractor to operate the program and provide the delivery of the services as required by CDCR. SBCSD shall maintain operational control and oversight of the DRC preprograms and shall remain the primary point of contact between CDCR, SBCSD and the CONTRACTOR.

II. SBCSD RESPONSIBILITIES

1. Assign a Sheriff's Custody Lieutenant to the DRCs and as the SBCSD primary point of contact for the CONTRACTOR and for CDCR. The Custody Lieutenant shall be the direct designee for SBCSD requirements related to the DRCs and this contract.
2. SBCSD shall assign an oversight committee (the Santa Barbara County Sheriff's Reentry Steering Committee) to provide general direction and oversight of the DRC program and subcontractor(s). Services provided by the DRC may be subcontracted by the SBCSD to another provider(s) in compliance with the California State Contracting Manual (SCM), Volume 1, Section 3.06. SBCSD shall ensure any and all persons employed pursuant to this Agreement adhere to all requirements of the Agreement.
3. Coordinate, plan, and attend meetings with the STEERING COMMITTEE.
4. Review the acceptance or denial by the Program Director of sex offenders into the DRCs.
5. Provide timely processing of CONTRACTOR's monthly invoices for reimbursement of services rendered, and make payments consistent with CDCR reimbursement requirements.

EXHIBIT A

STATEMENT OF WORK

6. Balance CONTRACTOR's monthly invoices to CDCR Quarterly payments to SBCSD, and coordinate corrective action between CONTRACTOR and CDCR to insure complete reimbursement of SBCSD by CDCR for any expenses incurred by the CONTRACTOR.
7. SBCSD shall conduct the Live Scan on all Contractor employees and will report the results to the CDCR contract manager.
8. Notify the DRP Program Manager within 24 hours of all arrests of current DRC employees. Notification of all convictions of current DRC employees for any misdemeanor or felony shall be provided within 10 working days of the conviction.

III. CONTRACTOR RESPONSIBILITIES

1. Administration

- A. Follow and adhere to all SBCSD and CDCR rules and policies, including Title 15 of the California Code of Regulations.
- B. Contact local law enforcement, SBCSD and the Division of Adult Parole Operations (DAPO) when experiencing an urgent and emergent situation such as a bomb threat, active shooter, etc., in order to receive proper direction on lockdown and closure procedures at the DRC.
- C. Work with state agencies, local government agencies, faith-based organizations, and non-profit organizations to enhance program services.
- D. Work cooperatively with SBCSD, CDCR and any other public or private entities identified by SBCSD or CDCR.
- E. Attend meetings with, and make periodic reports to the STEERING COMMITTEE.
- F. Conference in person or by telephone as often as necessary, but not less than monthly, with the DRP Program Manager to review progress.
- G. Maintain communication with the Agent of Record (AOR) in order to share information regarding parole-related activities and to solicit participation in the progress of the CMP.
- H. In accordance with the CDCR Line Item Budget Guide (2010), purchase or lease the necessary hardware, software, and other necessary equipment and maintenance agreements to administer the program.
- I. Review referrals from CDCR for program participants. Initiate intake as quickly as possible for eligible participants. Participants who, after intake or orientation, demonstrate behavior unbecoming of this program are subject to termination from the program. Participants who have been repeated participants, or who have been referred many times to the DRC, may not be ready for the program. Contractor staff is responsible for making the judgment of prospective participants' readiness and accepting or rejecting referrals accordingly.
- J. Maintain accurate written records and log activities in an automated tracking system compatible

EXHIBIT A

STATEMENT OF WORK

with CDCR Information Technology (IT) requirements for program participation, indicating frequency, and duration of services with beginning and ending dates. Contractor has SBCSD and CDCR approval to use the already established system with the stipulation that it collects and produces a report containing all information as listed in Section IV. Administrative Requirements, D. Data Management/Monthly Data Report.

- K. Within 30 days of the effective date of termination of this Agreement, return all electronic and paper data collected to CDCR. Data shall include, but is not limited to, participant case files, and/or facility and organization files accrued under this Agreement. The Contractor shall fully comply with the Federal Regulations governing “Confidentiality of Alcohol and Drug Abuse Patient Records” 42 CFR, Part 2 and 45 CFR (HIPAA).

2. Facilities

- A. Maintain two facility sites within Santa Barbara County to operate the DRCs and provide services adequate to serve the number of participants specified in this Agreement. The facility sites shall comply with Americans with Disability Act (ADA), since it is the policy of CDCR to comply with Title II of the ADA.
- B. Maintain documented evidence that demonstrates the facility sites are in compliance with applicable use ordinance(s) as well as applicable building sanitation, health, safety and fire codes. The Contractor shall provide certification of a current fire safety inspection to the DRP Program Manager within 30 days of the Approval of this Agreement and shall maintain that certification on site.
- C. Acquire and maintain throughout the term of this Agreement an approved zoning letter issued from the city/county where services will take place. The zoning letter must be signed by an official of the city or county indicating that the facility location is not in violation of any zoning requirements or that the city/county does not object to the services being provided at the specified address. A copy shall be provided to the DRP Program Manager within 30 days of the approval of this Agreement and shall maintain that letter on site.
- D. Ensure the DRC facilities are secure by providing adequate supervision during hours of operation. The Contractor shall ensure that there are a minimum of two staff members present at the facility during all hours of operation, and that the staff to participant ratio is a minimum of 18:1 in compliance with Section VI, Personnel Policies and Procedures.

3. Services/Programming

- A. All programming components, except for transitional housing, domestic violence programming and some postsecondary or specific vocational training, shall be provided only at the DRC facilities.
- B. Oversee transitional sober living environments in the community for the DRC participants to ensure the facilities are in compliance with the standards in Section V. Program and Services Requirements, E. Transitional Housing/Sober Living Environment.
- C. Provide (internally or via subcontractor) all materials (i.e., workbooks, videos) to be utilized for

EXHIBIT A

STATEMENT OF WORK

the required programming.

- D. Ensure participants have suitable transportation to attend the DRC as well as community resource appointments, job interviews, job fairs, and other employment related activities through the use of public transportation (i.e., bus passes/tokens) or by contracted transportation. Public transportation must be located within four blocks of the facility. Under no circumstances will the Contractor Staff provide money directly to participants students for transportation purposes. Contractor Staff that provides transportation (i.e., van), shall possess a current and valid driver's license and the vehicle shall be fully insured.
- E. Ensure that assigned participants are continuously engaged throughout each program day in program-related activities and services as outlined in Section V. Program and Services Requirements, and per their individual Case Management Plan (CMP). Courses shall be interactive with active participation.
- F. Provide and schedule on-site classes continuously between the hours of 9:00 a.m. to 8:00 p.m. Monday through Friday and 9:00 a.m. to 1:00 p.m. on Saturday. The operating hours for the DRC shall be no less than ten (10) hours a day on weekdays and four (4) hours per day on Saturdays. Holidays must be approved by the DRP Program Manager at the start of the contract and every January for the duration of the contract. The DRCs shall be open on holidays with a limited holiday program schedule which shall be a minimum of four hours, or Contractor may have a person assigned to a holiday crisis phone number during the designated hours to be available for client crisis intervention should the need arise.
- G. Provide wholesome refreshments for program participants during the course of the day. If participants are housed in transitional living environments, the Contractor shall arrange with provider to ensure that participants are provided three (3) meals a day either by the provider or self if Electronic Benefit Transfer (EBT) has been made available to each participant. See Section V. Program and Service Requirements, D. Service Requirements, 1. Food Service and Dining Area.
- H. Document in the participant file all related activities and communications within 24 hours of occurrence.
- I. Ensure all participants in need of right to work documents (USCIS Form I-9) are identified and facilitate completion of the application for right to work documents.
- J. When possible, conduct exit interviews and provide certificates of completion to participants who complete all of the components of their Reentry CMP.

4. Personnel

- A. Ensure that Contractor staff is available for initial and ongoing in-service training as provided by the CDCR pursuant to policies and procedures.
- B. Ensure that all Contractor staff responsible for program curriculum delivery meets all skills, abilities and knowledge as listed in Section VI. Personnel Policies and Procedures, and are trained

EXHIBIT A

STATEMENT OF WORK

in methods to engage and encourage the participants' engagement in the DRC Program.

- C. Notify the SBCSD Program Manager within 24 hours of all arrests of current DRC employees. Notification of all convictions of current DRC employees for any misdemeanor or felony shall be provided within 5 working days of any conviction.

IV. ADMINISTRATIVE REQUIREMENTS

1. Organizational and Administrative Experience and Knowledge:

- A. The Contractor shall be an organization that has had experience for at least three years in the administration of previous contracts, grants or awards for comprehensive service delivery to participants of a similar size, scope, and funding, or have had at least five years experience providing other similar services to other criminal justice populations. Organization is defined as the entity directly responsible for delivery of services. Administrative experience should include all administrative functions of a project, including fiscal, accounting, budgeting, personnel, contract and/or grant management.

2. Organizational Structure:

- A. The Contractor shall have a strong structure of authority, responsibility, accountability and vast experience managing and successfully closing out substantial federal, state and county contracts.

3. Records System:

- A. The contractor shall maintain complete files on all participants. The files shall be located in a secure file storage area at each facility. The Contractor shall ensure that participants other than the subject of the file do not access the files. The Contractor shall fully adhere to all other confidentiality requirements of alcohol and drug use client data, in accordance with the Federal Regulations governing "Confidentiality of Alcohol and Drug Abuse Patient Records." (42 CFR, Part 2.)

4. Data Management/Monthly Data Report:

- A. Under the "audit and evaluation" exception of 42 CFR 2.53, patient identifying information may be disclosed with either 1) a signed Release of Information (ROI), or 2) a review of records on program premises in order to carry out an audit or evaluation on behalf of a State agency providing financial assistance to the program.
- B. It is the intent of CDCR to implement the Automated Reentry Management System (ARMS, a centralized data collection system. CDCR reserves the right to require the Contractor to utilize compatible computer hardware and/or software. Until such time when ARMS is implemented and operational, the Contractor shall adhere to the following data collections protocols:
 1. The Contractor shall collect and maintain Demographic, Program Participation and Program Exit Data using a format provided by CDCR. The Contractor shall enter participant data into

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the system currently provided by CDCR that will be directly extracted to a central CDCR data repository. The Contractor shall have internet connectivity and a computer for daily entry. The Contractor shall review and approve the data on a monthly basis.

2. The Contractor shall maintain accurate written records and log activities in an automated tracking system compatible with CDCR Information Technology standards for program participation, indicating frequency and duration of services with beginning and ending dates.
3. Upon CDCR's approval, the Contractor and/or their subcontractor may use an already established system with the stipulation that it collects and produces a report containing all information required by CDCR.
4. The data shall be collected for all DRC participants in accordance with CDCR guidelines. The data must be submitted to CDCR electronically via Secure File Transfer Protocol (SFTP) on a monthly basis. Unless otherwise specified, the verified data shall be submitted by the 10th calendar day of the following month. Other reports shall be forwarded to the designated DRP Program Analyst(s) with the monthly invoice.
5. The Contractor shall identify a representative as a point of contact to address data quality and systems issues. In addition, the Contractor shall designate a primary and alternate staff responsible for data entry, reporting, and data exporting.

C. At such time when ARMS is implemented and operational, the Contractor shall adhere to the following protocols:

1. Community-based providers will only have access to data in ARMS that they input into ARMS unless the participants have signed a ROI. Community-based providers shall request that each participant sign the ROI if it is not already on file. Once the ROI is complete, relevant data within ARMS will be released so that community-based providers have the basis for improved continuity of care. It is the responsibility of the community-based provider to ensure data security, as outlined in the Data Sharing Agreement.
2. Data Entry Requirements: CDCR will utilize inputted data to generate reports. Data entry is required daily. The ARMS allows authorized individuals to be identified as alternates in order to input data when the primary staff is not available. It is the responsibility of the community-based provider to ensure ongoing data accuracy. For technical assistance regarding ARMS, please email ARMSRequests@cdcr.ca.gov.

D. Prior to and after ARMS implementation and operation, the Contractor Shall:

1. Implement and maintain policies and procedures to ensure the integrity, accuracy and security of all data maintained and submitted to CDCR. These policies and procedures shall include an information security policy and a disaster recovery process.
2. Coordinate data collection and evaluation efforts as requested by CDCR. The data to be collected shall include, at a minimum, participant demographics, assessment, services provided to the participants and outcome measures. The Contractor shall work cooperatively

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with SBCSD and CDCR or designee to provide all data collected on participants.

3. Ensure all information, including but not limited to, assessments, CMP, participation notes and program source codes be provided to CDCR staff and designated CDCR contractors or evaluators upon request.
4. Participate in the evaluation of the program, and assist CDCR, and designated evaluators in information collections efforts and program analysis.
5. Ensure the coordination of data collection, evaluation efforts and the submission of data and information, as requested and defined by CDCR.
6. Be notified of data requirements, reporting timeframes and/or procedure changes thirty (30) days before the effective date of the change. CDCR reserves the right to revise the data requirements and reporting timeframes under this contract to meet the needs of the Department, without processing an amendment.
7. Ensure that prior to releasing or distributing and participant data, program information, or operation protocols, the Contractor will give CDCR fifteen (15) days advance notice of such a request and allow CDCR to review and approve.
8. Provide all data collected to CDCR within 30 days of contract termination.

E. Participant Reports:

1. Daily Register:

The Contractor shall maintain a Daily Register/Count of Participation reflecting each participant in the program as of 12:00 midnight of the preceding day. The Daily Register shall be maintained by the Contractor in support of the Weekly Participant Count Reports provided to CDCR (see Number 2 below). The Contractor shall enter participation data as required into the designated database provided by CDCR. The Daily Register will include (but not be limited to):

- CDCR Number
- Participant's Name: First, Middle Initial and Last
- Date of Birth
- Gender
- SSN (display only last 4 digits)
- Date Released to Parole
- New Participant (y/n)
- DRC Identification Number
- Unique Identifier for the Program and Location of Services Provided
- Provider Name, Location, Address, Parole, Region, Contact Information
- Date of Enrollment
- Type of Programs or Services
- Daily Participation
- Case Management Plan Developed

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- Estimated Length of Services (per CMP)
- Assessments Completed
- Discharge Date
- Discharge Type/Reason
- Pertinent Case Management Comments

2. **Weekly Count:**

The Contractor shall maintain a Weekly Participant Count. The Weekly Count is due (via e-mail) to the respective CDCR Program Manager by close of business each Monday, reporting on the preceding week. If Monday is a holiday, the Weekly Participant Count is due the next business day. The Weekly Participant Count reflects a program count for departmental dashboards and weekly utilization/availability reporting.

3. **Monthly Progress Reports:**

The Contractor shall submit monthly narrative progress reports of program activity during the previous month to the DRP Program Manager on or before the 15th of the following month. The format of the Monthly Progress Reports may be determined by the Contractor.

F. **Fiscal System:**

The Contractor shall establish an internal administrative fiscal system for the ongoing management of the contract funding. Any costs associated with the management of the contract must be included in the cost reimbursement budget in accordance with the CDCR Line Item Budget Guide.

The Contractor shall submit monthly invoices for the previous month's expenses on or before the 20th of the following month.

V. PROGRAM AND SERVICE REQUIREMENTS

1. **Program Components**

The Contractor will provide an array of Evidence-Based Programming (EBP) targeted to address the criminogenic needs of participants determined to be of moderate or high risk to re-offend. These services will assist individuals to successfully reintegrate into their communities upon release from prison. The goal is to reduce recidivism and thereby increase public safety through effective community reintegration. The Contractor will operate DRCs that are gender- responsive and culturally competent. Gender-responsive approaches are multi- dimensional and are based on theoretical perspectives that acknowledge females' pathways into the criminal justice system. Cultural competence refers to the process by which individuals and systems respond respectfully and effectively to people of all cultures, languages, classes, races, ethnic backgrounds, disabilities, religions, genders, sexual orientation and other diversity factors in a manner that recognizes, affirms and values the worth of individuals, families and communities and protects and preserves the dignity of each.

The following is a brief description of and expectations for the components and services that will be provided for each program:

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A. **Intake/Orientation/Assessments**

Contractor staff shall provide an initial intake assessment to the participants referred to the program. The intake process shall include gathering contact information, housing and job status. The participants enrolled to participate in the DRC Program will be given a date to return for orientation. The orientation date shall be within three full business days of initial intake. Contractor staff shall inform the participants of the general concept of a DRC and provide the participants with an overview of all the resources and opportunities available at the Center. The Contractor shall track all participants who are enrolled at the DRC on a regular basis.

The Contractor will supplement the participants' Correctional Offender Management Profiling for Alternative Sanctions (COMPAS) assessments by conducting secondary assessments. The results of the secondary assessments shall be used to develop the goals and objectives of the CMP. A copy of the completed assessments shall be placed in the CMP for each participant. CDCR reserves the right to change the specified assessment tool, and/or require additional assessments with a 30-day notice to DRC.

B. **Case Management Plan**

The Contractor shall develop an individualized CMP for each program participant based on his or her LSI-R assessments. Effective CMPs will target multiple criminogenic needs and will deliver some or all of the following program components, according to each participant's identified needs:

- Education/Literacy Employment
- Substance Abuse Treatment
- Cognitive Behavioral Therapy-Based Interventions
- 52-Week Domestic Violence Program (court approved)
- Community Services
- Transitional Housing

Upon request, a copy of the LSI-R results and the CMP shall be provided to the AOR, DRP Program Manager, or other CDCR designee.

C. **Substance Abuse Education and Counseling**

The Contractor shall provide Substance Abuse Education and Counseling (SAEC) services to those participants assessed with substance abuse treatment needs. The SAEC services shall be provided either by Contractor staff or by a subcontracted provider at the DRC facility by a counselor in accordance with all applicable local, state and federal laws and regulations. The counselor shall provide both individual and group counseling and shall be registered to perform said duties with the State of California within six months of hire.

Participants shall be involved in developing and updating treatment plan(s) with the assigned DRC-SAEC counselor and the DRC case management staff. The treatment plan(s) shall be goal and action oriented. All treatment plans are in addition to the CMP and shall include, but are not limited to, the following:

- Statement of problems experienced by the participant to be addressed;

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- Statement of objectives to be reached that addresses each problem;
- Action steps that will be taken to accomplish the identified objectives;
- Target date(s) for accomplishment of action steps and objectives; and
- Treatment exit planning.

The Contractor shall have written processes and objectively measurable outcomes for the SAEC program. These program objectives must serve as indicators of the SAEC program's effectiveness and be verifiable in terms of time and results. The Contractor shall also have written SAEC program policies and procedures (i.e., alcohol and drug screening testing, confidentiality), which shall be contained in an operations manual located on site at the DRC facility which shall be available to staff, volunteers and CDCR's designee(s).

D. Individual Group Counseling/Programming

Based on the initial risk and needs assessment, the treatment plan and the CMP, each participant shall attend and participate in programming addressing their identified risks and needs.

E. Transitional Housing/Sober Living Environment

Transitional housing shall be made available to up to 25 percent of those participants who have no existing housing arrangement, or are living in an environment which is not conducive to maintaining a drug, alcohol, and crime-free lifestyle. Participant housing may be dormitory style or individual rooms. The transitional living environment must be clean, and must be conducive to alcohol and drug-free living.

The Contractor may subcontract, in accordance with the SCM, Volume I, Section 3.06, with providers in the community who have such beds available or maintain transitional housing of their own. The cost of the transitional housing, including provisions for three (3) meals a day per participant as outlined in Section V. Program and Service Requirements, 4. Service Requirements, Food Service and Dining Area, shall not exceed \$35.00 per day, per participant. Approximately 25 percent of program participants will be in need of such living arrangements. It is anticipated that the average length of stay in transitional housing will be 150 days. Participants who receive EBT funds will use them to provide food assistance if placed in transitional living facilities funded by this Agreement. When invoicing the DRC Program Services, the Contractor shall show which participants were covered by EBT and which were not, creating a fiscal control over the use of EBT funds.

The living environment shall be for same gender participants. No co-ed living arrangements will be accepted. Transitional housing shall provide a clean and safe living arrangement that is shared by individuals in various stages of recovery. These individuals shall serve as peer support for one another.

F. Breathalyzer/Urinalysis Testing

The Contractor shall ensure that a breathalyzer or any other non-invasive alcohol and drug detection devices will be used to test participants at any time. The Contractor shall ensure that participants will be tested on a random basis and for probable cause if behavior is exhibited consistent with being under the influence. The Contractor may utilize Instant Test Urinalysis (UA) Test Strips. All participants who test positive shall be reported to the AOR that day. Any

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participant refusing to test shall be reported to the AOR immediately, by making telephone contact.

G. HIV/Sexually Transmitted Diseases

The Contractor shall provide a course that provides participants with information concerning blood borne pathogens. Participants should be introduced to different types of blood borne pathogens, transmission routes and preventative strategies, and procedures to follow in cases of exposure.

The following are pathogens that must be covered in the curriculum:

- Human Immunodeficiency Virus (HIV)
- Hepatitis B (HBV)
- Hepatitis C (HBC)
- Non A, Non B Hepatitis
- Syphilis
- Malaria

H. Anger Management

The Contractor shall provide a course to assist in reducing and redirecting stress and tension that result in aggressive behaviors. The focus shall be on the causes of anger and providing alternatives to violent outbursts and abusive behavior through educational lessons that challenge inappropriate ways of expressing anger, and techniques to dissipate that anger before it gets out of control.

I. Domestic Violence Program

For participants with a special condition of parole to attend a domestic violence program, the Contractor shall provide the necessary referrals to an off-site provider of a 52-week domestic violence program. Contractor shall coordinate these services with the client and the off-site provider and document progress in the CMP. The provisions of the domestic violence program shall be pursuant to Penal Code (PC) Section 1203.097.

J. Cognitive and Life Skills Training

The Contractor shall incorporate into the program a curriculum designed to encourage participants to adopt a positive, law-abiding lifestyle. The training shall be based on cognitive-behavioral techniques and focus on defects in thought processes that lead to self-defeating decisions.

The Contractor shall ensure the cognitive-behavioral strategies in the CMP are delivered by well trained staff.

K. Parenting and Family Integration

The Contractor shall promote the positive overall growth of family reintegration through an educational or group process. In this class participants shall learn to:

- Develop family rules and guidelines
- Express anger without violence
- Give and receive positive recognition

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- Use gentle and appropriate touch
- Discipline without spanking, hitting or yelling
- Communicate needs
- Develop quality “time at home”
- Develop nurturing routines and activities of daily living
- Play and have fun as a family

L. **Community Service**

Off-site community service work shall be approved in advance by SBCSD and CDCR to help assure that public safety issues are thoroughly addressed and that the proposed work site and working conditions present no unreasonable safety risk to the participants. Community service work shall be for public agencies or private nonprofit agencies in the performance of work that would otherwise not be done by paid public or contracted employees.

M. **Budgeting and Money Management Training**

The Contractor shall provide participants with training on how to budget and manage their money. Skills training shall include, but not be limited to:

- Establishing and maintaining bank accounts
- Writing checks and utilizing debit cards
- Balancing bank accounts
- Interest rates
- Responsible bill paying
- Responsible use of credit
- Finance charges, late fees and over-the-limit fees
- Living within financial means

N. **Job Readiness and Job Search**

The Contractor shall employ a variety of resources in order to help program participants into transition into long-term sustainable work. Participants will be assigned to a Job Developer who will work with them for the duration of their time in the program. Training will include, but not be limited to, employment preparation, resume writing, skill development, and job placement.

The Contractor shall recognize the immediate need of participants for employment, and that such employment is critical to their rehabilitation. The DRC Program job-development goal is to help participants find employment as rapidly as possible in jobs that may not be high wage, but that build skills and experience, allowing them to transition to long-term sustainable work.

Participants shall be instructed in the following:

- General presentation and demeanor
- Level of motivation to job search
- Effective communication
- Job search strategies, networking, interviews, resume writing, etc.
- Understanding workplace culture and selling yourself
- Learning appropriate interview language and how to explain time incarcerated

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O. **Referral Services**

The Contractor shall refer clients to community partners equipped to meet the specific needs of the participant. The Case managers shall coordinate transportation and meetings with community partners when they make referrals outside of the DRC Program. They shall follow up with partner agencies to insure seamless delivery. Some of the resource referrals may include, but are not limited to, outstanding legal and medical issues, suicide prevention, work clothing and tools, childcare, mental health services, obtaining personal identification, social security card assistance or other identified individual needs. The Contractor staff shall foster partnerships with other community agencies and providers in their area to serve their clients better.

P. **Medical Language**

The Contractor shall facilitate enrollment and/or annual renewal assistance, as applicable, for the completion of the health care coverage application(s). Assistance is applicable for participants who did not apply for health care coverage while in prison, do not currently have health care coverage, have had their health care coverage suspended or terminate, or do not have the means to pay for health care coverage.

When any participant health-related problems occur and can interfere with their ability to remain in the DRC, the Contractor shall notify DRP to determine the course of action. If the participant can remain at the DRC, the Contractor shall provide the participant adequate information to secure the necessary medical appointment and assist with transportation.

The Caseworker shall provide intake screening for participants that shall include citizenship status, Veteran status, American Indian/Alaskan Native status, medical and/or mental health conditions, and health care coverage status for medical (e.g. substance use disorder and mental health services, physical health services, prescription drug benefit, etc.), dental, and vision insurance.

Based upon the intake screening, participants shall be offered assistance to apply for health care coverage to include the Affordable Care Act, Medi-Cal, Retirement, Survivors, Disability Insurance/Supplemental Security Income, Veterans Affairs Health Benefits, Indian Health Services and/or other type of health care coverage.

2. **Program Phases**

Movement through each phase is primarily based on each participants progress in accordance with the approved Case Management Plan (CMP). The maximum time in all phases combined shall not exceed one (1) year from date of placement into the DRC Program, inclusive of the Aftercare Phase.

Participants leaving the program before completion will be allowed to reenter with a new start date and a CMP not to exceed one (1) year from reentry date.

A. **Initial Assessment**

The program shall focus on orientation, assessment, and Case Management planning. The program will also focus on deciding whether an individual participant should be placed directly into the Aftercare Phase. This determination shall be made based on the risk and needs assessment and the CMP. Participants shall report to the program five (5) days a week and shall be engaged in programming for a minimum of four hours per day.

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A risk and needs assessment shall occur within three (3) weekdays of admission of the participant to the program. This assessment identifies those factors that have led to criminal behavior and the propensity for re-offending, as well as those barriers to the participant's ability to successfully reintegrate back into society. This assessment shall be used to determine what program services will be included in the CMP and will determine the time needed to accomplish specific tasks or goals.

The CMP shall be the outline for the goals to be achieved by the participant and the program services necessary for each participant to successfully achieve those goals. The CMP shall be updated regularly with staff notes to reflect the progress of the participant.

Participants that are identified to proceed immediately to the Aftercare Phase are intended to remain in the Aftercare Phase for up to a year from date of placement into the DRC Program.

B. Implementation of Treatment

The program will focus on the delivery of services identified in the CMP. Participants will report to the program a minimum of five (5) days a week. Participants actively engaged in educational, vocational, job training, employment, etc. shall be engaged in programming as determined by the CMP and approved by the SBCSD/CDCR representatives. Participants shall be engaged in programming for a minimum of twenty (20) hours per week, with a focus on meeting the specific tasks and goals as set forth in the CMP.

Group activities, which actively engage participants in confronting the individual values and behaviors contributing to their substance abuse and criminality, shall be small enough to promote participation and provide for the safety and security of the participants. The participant to staff ratio will not exceed 18:1. Groups organized to provide rehabilitative services, substance abuse education, and social and recreational activities may be of any size but shall be small enough to promote learning and allow for positive interaction among the participants. Participation shall be recorded on Group Activity Rosters; the format of the Group Activity Rosters may be determined by the Contractor.

It is during this phase that the participant will be introduced to community service commitments; i.e., graffiti clean-up in the neighborhood, speaking at schools regarding the consequences of drug use, assisting in activities at a local community center.

Preparing for and obtaining employment will be an element of this portion of the program. If the participant becomes gainfully employed during this phase, the number of hours of participation may be reduced as determined by the CMP and approved by the DRP Program Manager and/or CDCR representative to facilitate long term success.

C. Employment and Discharge

The program shall focus on employment and discharge planning. Program participants will enter this phase only after achieving significant accomplishments toward the completion of the CMP. The discharge summary developed during this phase will include the participant's aftercare plan. Discharge planning will require agreement of the Contractor, SBCSD and the CDCR representative.

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It is during this phase that the participant shall become gainfully employed or be a full-time student. An exception to this shall be those individuals who are eligible to receive SSI, mentally or physically challenged, or have other special needs as determined by the Contractor and in agreement with SBCSD and the CDCR representative.

D. Aftercare

The Aftercare Phase shall be tailored to the specific needs of each participant; The Contractor shall ensure that each participant receives maintenance and support in areas where they still need encouragement and guidance. These areas include, but are not limited to: community substance abuse relapse prevention classes, weekly meetings with case managers for encouragement/advice, and/or continued participation in an alumni group, or any other combination of activities that keep the participants engaged in positive and affirming activities. The Aftercare Phase of the program shall not exceed one year from date of placement into the DRC Program.

Some participants will proceed to the Aftercare Phase immediately following Phase 1 orientation, based on assessment and Case Management planning, as determined by the risk and needs assessment and the CMP.

Successful completion of the DRC Program shall be evaluated on an individual basis by the Contractor, SBCSD, the DRP Program Manager and/or AOR based on progress toward completion of the goals contained in the CMP.

3. Projected Outcomes

The following are measurable outcomes that shall determine the progress of the DRC Program:

A. General Measures:

Fifty-five (55) percent of DRC Program participants who complete at least thirty days of programming will finish the program successfully as verified by:

1. No negative contact with law enforcement;
2. Maintained sobriety for at least six (6) months as verified by drug testing and AOR test results;
3. Completed courses as outlined by CMP.

B. Case Management Plan Measures:

Of individuals who complete at least thirty (30) days of programming:

1. One Hundred (100) percent will complete assessment.
2. One Hundred (100) percent will develop CMP.
3. Ninety (90) percent will follow CMP, as jointly developed, for three (3) months.
4. Sixty (60) percent will follow CMP, as jointly developed, for six (6) months.

C. Employment Performance Measures:

Of individuals who complete at least thirty (30) days of programming and are eligible to be employed:

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1. Ninety-five (95) percent will complete pre-employment training assessment.
2. Ninety (90) percent will perform Community Service work experience.
3. Ninety (90) percent will successfully complete pre-employment training course.
4. Fifty (50) percent will become employed or be a full-time student.
5. Of the employed, Thirty-five (35) percent will maintain employment for a minimum of four (4) months.

D. Student Self Perception and Cognitive Behavioral Changes:

Using a Likert Scale, or similar tool for a pre-program assessment and pre-program completion, of the individuals who complete thirty (30) or more days in the program:

1. Ninety (90) percent of program participants will have a feeling of increased knowledge of how to obtain employment.
2. Eighty (80) percent of program participants will feel an increase in their support structure.
3. Ninety (90) percent of program participants will feel an increase in connection to the community.
4. Eighty (80) percent of program participants will feel that they are able to successfully discharge from parole.
5. Ninety (90) percent of program participants will feel that they are more well- equipped to handle the stressors of life associated with violating their parole.

4. Service Requirements

A. Food Service and Dining Area:

The dining room and food service areas shall include a room that contains tables and benches or chairs sufficient in size to allow participants to dine at one or two sittings per meal. This room may be used for multiple purposes when not in use for dining. The facility kitchen, dining room, food storage area, equipment, appliances, furnishings and cabinetry, as well as all food service and preparation areas must meet all applicable health and sanitation code standards. Accommodations shall be made for participants with disabilities.

Participants housed at transitional living facilities shall be provided with enough provisions to prepare three (3) nutritionally balanced meals per day, seven days per week. Participants who receive EBT funding will utilize those funds to provide assistance while utilizing transitional living facilities funded by this Agreement.

B. Smoke-free environment:

Indoor smoking at the facilities shall be prohibited in accordance with CDCR policy and State law. The Contractor shall post "NO-SMOKING" signs in all sleeping areas, designated visiting areas, and in the main office of each facility in full view of participants, staff and visitors.

C. Office Space for the CDCR Assigned Staff

Both facilities shall have a minimum of 110 square feet designated for one CDCR staff person that may be permanently assigned to each facility. Square footage may be modified if deemed appropriate by CDCR. The Contractor shall furnish the office space with a desk, chair, secure locking file cabinet(s), telephone, Local Area Network (LAN) or wireless internet and other pertinent office needs.

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For the Santa Maria DRC, a minimum of 275 square feet designated for CDCR use is required.

D. **Safety Measures**

The Contractor shall also provide the following:

- Fire Prevention and Safety, and Evacuation/Emergency Procedures
- Emergency Evacuation Training
- Posting of Emergency Evacuation Floor Plans Smoke Detectors and Fire Extinguishers

E. **Performance Measures**

The Contractor shall maintain and have available to CDCR a formal and valid mechanism for measuring outcomes.

The Contractor shall describe:

- How it measures internal procedures and documentation.
- Whether DRC will measure any outcomes other than the requested ones and how all outcomes will be measured.
- How individual staff members are evaluated for performance against program design.
- How changes in participants' criminogenic needs are measured.

As part of the mechanism for measuring outcomes, the Contractor shall routinely assess overall changes in participants' cognitive and skill development and evaluate participant recidivism, including, but not limited to:

- The percentage of participants gainfully employed or enrolled in schools such as a trade school, community college, or adult school to become more employment ready upon program completion
- Employment retention among participants
- Participants in stable housing
- Avoidance of illegal substances
- Successful completion rate for program participants
- Successful discharge from parole

F. **Measurement Feedback**

Participant outcome data must be collected and tracked at set intervals by the Contractor.

VI. PERSONNEL POLICES AND PROCEDURES

Position descriptions and minimum qualifications shall conform to the requirements listed below; however, actual classification titles may vary. During all hours of operation, a minimum of two journey level staff shall be present at the facility. The Contract shall ensure that the staff on site can adequately ensure the security of all staff and program participants. The staff to participant ratio shall be a minimum of 1:18.

The Contractor's personnel policies shall include staff development plans to bring all entry-level staff up to journey-level competencies within two (2) years of hire and to continually upgrade their competencies.

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1. **Staff Training**

Contractor shall employ Motivational Interviewing (MI) techniques to initiate and maintain participants' behavior changes. Staff must be trained in MI techniques by a certified MI trainer. contractor must describe a plan for on-going MI training and periodic assessment for staff.

2. **Key Staff Positions**

The following positions are designed as key staff positions and shall be filled by permanent, full-time employees at all times throughout the term of this agreement. Key staff positions shall be identified and meet the minimum qualifications. Some positions will be filled by existing staff at the commencement of this Agreement. Should those staff change, DRP will have final approval of new hires, but a contract amendment will not be required.

A. **Center Manager:**

The Center Manager must equal at least one (1) full-time equivalency at each DRC location and the individual(s) shall: possess either 1) a Bachelor's degree from a granting institution accredited by the Western Association of Schools and Colleges or equivalent and three (3) years experience working with offenders and three (3) years supervisory experience (Additional experience with the criminal justice population may be substituted for education and supervisory experience on a year-for-year basis) or 2) five (5) cumulative years of documented experience demonstrating a history of administrative or program responsibility in services for offenders (may be substituted for the educational and work experience on a year-for-year basis).

Responsibilities shall include but not be limited to the following:

- Maintain the overall administrative responsibility for the delivery of services at the DRC;
- Plan, direct and coordinate all program activities and the hiring and training of DRC staff; and,
- Oversee the budget to ensure that operational costs do not exceed the funding allowed.

B. **Casework Supervisor:**

The Casework Supervisor is a full-time position. The Casework Supervisor shall possess either a Bachelor's Degree from a granting institution accredited by the Western Association of Schools and Colleges or equivalent in the social sciences, or a related field; or two (2) years experience supervising casework staff or six (6) cumulative years of full-time experience at a responsibility no less than a journey-level counselor in a program with the criminal justice population and a high school diploma or its equivalent.

Responsibilities shall include but not be limited to the following:

- Responsible for the efficient management of casework functions and supervision of casework staff;
- Monitor the treatment methodology, procedures governing counselor documentation and ensuring program participants are working toward goals outlined in the CMPs;
- Supervise interns;
- Participate in case conferences.

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C. **Journey/Entry Level Caseworker:**

The Journey/Entry Level Caseworker position(s) shall be full time position(s). The Journey/Entry Level Caseworker(s) shall possess 1) a Bachelor's degree or its equivalent and six months experience working with like populations or 2) two years experience at a responsibility no less than a journey-level counselor in a program with the criminal justice population and a high school diploma or its equivalent.

Responsibilities shall include but not be limited to the following:

- Provide face-to-face services to the DRC participants;
- Develop case plans;
- Develop and monitor a participant's progress with their CMP through all phases of the program;
- Make appropriate referrals to outside agencies as necessary;
- Maintain progress notes in client files; and
- Keep the AOR apprised of participant's progress and work in conjunction to develop discharge and aftercare plans.

D. **Job Developer:**

The Job Developer shall be a full time position. The Job Developer shall possess a Bachelor's degree and six months experience as a Job Developer or like position. All other minimum competencies for this position will be developed by the Contractor.

Responsibilities shall include but not be limited to the following:

- Assess participants to determine employment, training and vocational needs;
- Provide services that include resume writing, mock interviews, punctuality; how to get along with others in a work environment, how to take and follow instruction, job readiness and job search; and
- Assist participant in securing and locating appropriate employment or vocational training.

3. **Security Clearance**

The Contractor shall ensure that all current and potential staff undergo a thorough security clearance, which must include a Live Scan background check processed by SBCSD. SBCSD shall review the Live Scan reports to ensure their staff meets all CDCR mandates and requirements. The results of the live scan shall be shared with the DRP Program Manager for concurrence. CDCR reserves the right to approve or deny all security clearances. In addition, CDCR has the authority to immediately terminate this Agreement should a threat to security be identified. CDCR shall grant provisional clearances for hire until such time as the formal security clearance is completed. Staff providing administrative management oversight and monitoring of staff shall be a minimum of 18 years of age.

4. **Employment Practices**

The Contractor shall develop and maintain policies related to employment practices in the areas of:

- Work Hours

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- Staff Benefits (i.e., vacation, sick leave, insurance, retirement, etc.)
- Promotions
- Pay increases
- Hiring and termination conditions.

5. **Employee Performance Evaluations**

All employees must be placed on a probationary period no less than 180 days (6 months). The probationary period for employees shall be followed by an annual work performance evaluation by the immediate supervisor. Performance evaluations shall include personnel training objectives that define employee expectations during the probationary period.

6. **Discrimination Clause and Sexual Harassment Policy**

The Contractor shall have a written sexual harassment policy in compliance with CDCR policy and procedures and state/federal laws. The Contractor shall not discriminate against any employee or job applicant because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, gender or sexual orientation.

7. **Nepotism Policy**

The Contractor shall have a written policy on nepotism in compliance with CDCR regulations, policy, and procedures that prohibits direct supervision and work performance evaluations of immediate family members. Exceptions to this policy shall require written approval by the DRP Program Manager based on written request with supporting justification(s).

8. **Fraternization Policy**

The Contractor shall establish written a policy and procedures in compliance with CDCR policy and procedures, which prohibit employees from fraternizing with participants and their families.

9. **Job Action Contingency Plan**

The Contractor shall establish a written contingency plan to be implemented in the event of employee job actions, which may disrupt the facility's daily operation (e.g., strikes, sick-outs, sit-ins.).

10. **Employee Grievance and Appeals Procedures**

The Contractor shall use their established employee grievance procedure to address unresolved labor issues.

11. **Vacancies**

Staff vacancies shall be brought to the immediate attention of the DRP Program Manager. The Contractor may fill temporary vacancies internally by a temporary reassignment of existing qualified staff. A temporary vacancy is defined as a vacancy of less than 60 days. Vacancies in excess of 60 days require the immediate recruitment of new, qualified staff and must be filled within 90 days from the original vacancy date.

VII. CDCR Responsibilities

1. Assess participants' risk to re-offend using the California Static Risk Assessment. Identify criminogenic needs and generate a Reentry Case Management Plan (CMP) using the Correctional

EXHIBIT A

STATEMENT OF WORK

Offender Management Profiling for Alternative Sanctions (COMPAS) Assessment. CDCR will provide the CMP to the Contractor.

2. Refer an adequate amount of at-risk participants to the DRC to ensure program goals and hours are achievable. Referrals will be made on a CDCR Form 1502, Activity Report. Referrals for sex offenders shall be on a case-by-case basis. SBCSD shall have the final approval of acceptance of any sex offenders into the program.
3. Facilitate collaboration between DRP, Division of Adult Parole (DAPO), and the Contractor regarding parolee related activities, progress on the case plans, including discharge plans.
4. Provide initial orientation and ongoing training to Contractor staff pursuant to CDCR laws, rules, policies, and procedures.
5. DAPO will have the final decision-making authority regarding closures/lockdowns at the DRC in urgent and emergent situations such as bomb threats and active shooter(s).
6. The DRP Program Manager will conference in person or by telephone with the Contractor as often as necessary, but not less than monthly to review progress. The reviews will include, but not be limited to, assisting the Contractor in implementation, problem solving, quality assurance, performance objectives and related issues.
7. Through site visits, evaluate the program and facility(s) to ensure program quality and contract compliance.
8. Provide updates to the Contractor relevant to the effective management of participants pursuant to CDCR rules and regulations, policies and procedures.
9. Provide technical assistance to Contractor staff regarding program operation as needed.
10. CDCR reserves the right to remove any participant from the DRC program at any time.

VIII. Community Solutions, Inc. shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

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Exhibit B

County of Santa Barbara
Community Solutions, Inc.
Day Reporting Centers

Financial Provisions

EXHIBIT B
FINANCIAL PROVISIONS

PAYMENT ARRANGEMENTS
Periodic Compensation

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 1,804,547 for FY 16/17, \$ 1,868,864 for FY 17/18 and \$ 1,952,460 for FY 18/19. Should CDCR exercise the optional extension, the total contract amount, including cost reimbursements, for FY 19/20 shall not to exceed \$2,022,567. All funds are contingent on CDCR funding.
- 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.
- C. CONTRACTOR shall submit a monthly invoice or certified claim to the COUNTY DESIGNATED REPRESENTATIVE by the 20th day of each month covering the costs for the preceding month. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- D. CONTRACTOR will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit. CONTRACTOR is prohibited from double billing COUNTY for any shared costs that are divided between any other current or future subcontracts that may share on site services, equipment, consumables, staffing or facility space. All shared costs must be divided equitably between the involved subcontracts in the manner mutually agreed upon between the COUNTY, the CONTRACTOR, and the SUBCONTRACTOR(s).
- E. 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.

EXHIBIT B

Community Solutions Inc.

Proposed Budget FY17 (7/1/16 - 6/30/17)
Santa Barbara/Maria DRC

Personnel	Number of Positions at each location	% of Project Time	No. of Months	Santa Barbara	Santa Maria	Notes
Senior Program Director	1	32.10%	12	\$23,592	\$23,592	
Project Coordinator	1	100%	12	\$55,660	\$55,660	
Substance Abuse Counselor	1	100%	12	\$47,626	\$48,296	Changed from 50% to 100% at each location
Community Service Coordinator	0.8	100%	12	\$26,208	\$24,196	
Case Manager	2	100%	12	\$86,004	\$84,836	
Case Aide	2	100%	12	\$63,360	\$65,520	
Employment Specialist	1	100%	12	\$43,056	\$42,840	
Administrative Assistant	1	100%	12	\$34,944	\$33,864	
Relief / Over time	N/A	100%	N/A			
Total Staff Salaries				\$380,450	\$378,804	
Total Staff Benefits: 24.07%				\$90,477	\$92,246	Including FICA, Unemployment, Health/Dental insurance, Pension, and Workers' Comp.
TOTAL PERSONNEL COSTS				\$470,927	\$471,050	
SUB-CONTRACTORS/CONSULTANTS COSTS				\$105,000	\$70,000	Sober living housing assistance
TOTAL SUB-CONTRACTORS/CONSULTANTS COSTS				\$105,000	\$70,000	
OPERATING COSTS						
Travel				\$14,950	\$15,450	including the cost for the hotel/meal of the refresh training and initial training
Facility Lease/Rent				\$120,355	\$120,658	
Maintenance/Repair				\$3,730	\$3,730	
Communications				\$6,960	\$9,420	including landlines; Internet; and 2 Cells
Utilities				\$0	\$8,500	Property/Liability and vans
Insurance				\$8,644	\$8,644	Including Lab fees/supplies, Office supplies, a laptop for the SAC at SM location, and other equipment replacement as needed.
Supplies/Expendable Equipment				\$26,198	\$25,597	
Non-Expendable Equipment (per Exhibit AA)						
Personnel Costs i.e. Help wanted, Trainings, etc				\$7,746	\$7,746	Including the cost for annual refresher training, 40 hours initial training, and also the training of DV and MRT.
Equipment Leases i.e. copier and van				\$8,829	\$8,829	
Food i.e. Client snacks and refreshments				\$8,000	\$8,500	Bus tokens, Clients needs (IDs, GED testing, etc.); tools for Community Service Projects; and cost for Graduation
Unclassified Client Service Costs				\$23,200	\$23,200	
TOTAL OPERATING COSTS				\$228,612	\$240,274	
SUBTOTAL ANNUAL DIRECT EXPENSES				\$804,539	\$781,324	
TOTAL INDIRECT COSTS (15.5% of Subtotal Annual Direct Expenses)				\$108,429	\$110,255	Excludes Sober Living Housing
PROFIT or SERVICE FEE (N/A)				\$0		
BUDGETS PROPOSED				\$912,968	\$891,579	
				\$1,804,547		

EXHIBIT B

Community Solutions Inc.

Proposed Budget FY18 (7/1/17 - 6/30/18)
Santa Barbara/Maria DRC

Personnel	Number of Positions at each location	% of Project Time	No. of Months	Santa Barbara	Santa Maria	Notes
Senior Program Director	1	32.10%	12	\$24,536	\$24,536	
Project Coordinator	1	100%	12	\$57,886	\$57,886	
Substance Abuse Counselor	1	100%	12	\$49,531	\$50,228	
Community Service Coordinator	0.8	100%	12	\$27,256	\$25,164	
Case Manager	2	100%	12	\$89,444	\$88,229	
Case Aide	2	100%	12	\$65,894	\$68,141	
Employment Specialist	1	100%	12	\$44,778	\$44,554	
Administrative Assistant	1	100%	12	\$36,342	\$35,219	
Relief / Over time	N/A	100%	N/A			
Total Staff Salaries				\$395,667	\$393,957	
Total Staff Benefits: 23.94%				\$94,564	\$94,510	Including FICA, Unemployment, Health/Dental insurance, Pension, and Workers' Comp.
TOTAL PERSONNEL COSTS				\$490,231	\$488,467	
SUB-CONTRACTORS/CONSULTANTS COSTS				\$107,100	\$71,400	Sober Living Housing
TOTAL SUB-CONTRACTORS/CONSULTANTS COSTS				\$107,100	\$71,400	
OPERATING COSTS						
Travel				\$14,950	\$15,450	including the cost for the hotel/meal of the refresh training and initial training
Facility Lease/Rent				\$123,966	\$125,484	
Maintenance/Repair				\$3,730	\$3,730	
Communications				\$7,099	\$9,608	including landlines and Internet
Utilities					\$8,700	
Insurance				\$9,076	\$9,076	
Supplies/Expendable Equipment				\$25,530	\$24,754	Including Lab fees/supplies, Office supplies, equipment replacement as needed, and etc.
Non-Expendable Equipment (per Exhibit AA)						
Personnel Costs i.e. Help wanted, Trainings, etc						
Equipment Leases i.e. copier and van				\$7,746	\$7,746	Including the cost for annual refresher training, 40 hours initial training, and also the training of DV and MRT.
Food i.e. Client snacks and refreshments				\$8,433	\$8,433	
				\$8,240	\$8,670	
Unclassified Client Service Costs						including the Bus tokens, Clients needs (IDs, GED testing, etc.); tools for Community Service Projects; and cost for Graduation
TOTAL OPERATING COSTS				\$27,200	\$27,200	
SUBTOTAL ANNUAL DIRECT EXPENSES				\$235,970	\$248,851	
TOTAL INDIRECT COSTS (15.5% of Subtotal Annual Direct Expenses)				\$833,301	\$808,718	
PROFIT or SERVICE FEE (N/A)				\$0	\$114,284	Excludes Sober Living Housing
BUDGETS PROPOSED				\$945,862	\$923,002	
				\$1,868,864		

EXHIBIT B

Community Solutions Inc.

Proposed Budget FY19 (7/1/18 - 6/30/19)
Santa Barbara/Maria DRC

Personnel	Number of Positions at each location	% of Project Time	No. of Months	Santa Barbara	Santa Maria	Notes
Senior Program Director	1	32.10%	12	\$25,517	\$25,517	
Project Coordinator	1	100%	12	\$60,201	\$60,201	
Substance Abuse Counselor	1	100%	12	\$51,512	\$52,237	
Community Service Coordinator	0.8	100%	12	\$28,346	\$26,171	
Case Manager	2	100%	12	\$93,022	\$91,758	
Case Aide	2	100%	12	\$68,530	\$70,867	
Employment Specialist	1	100%	12	\$46,569	\$46,336	
Administrative Assistant	1	100%	12	\$37,796	\$36,628	
Relief / Over time	N/A	100%	N/A			
Total Staff Salaries				\$411,493	\$409,715	
Total Staff Benefits: 23.80%				\$97,118	\$98,332	Including FACA, Unemployment, Health/Dental insurance, Pension, and Workers' Comp.
TOTAL PERSONNEL COSTS				\$508,611	\$508,047	
SUB-CONTRACTORS/CONSULTANTS COSTS				\$109,242	\$72,828	Sober Living Housing
TOTAL SUB-CONTRACTORS/CONSULTANTS COSTS				\$109,242	\$72,828	
OPERATING COSTS						
Travel				\$17,450	\$17,450	including the cost for the hotel/meal of the refresh training and initial training
Facility Lease/Rent				\$128,812	\$130,503	
Maintenance/Repair				\$4,290	\$4,290	
Communications				\$7,169	\$9,703	including landlines and Internet
Utilities					\$8,700	
Insurance				\$9,530	\$9,530	Property/Liability and vans
Supplies/Expendable Equipment				\$30,410	\$30,861	Including Lab fees/supplies, Office supplies, replacement of 4 computers (each location), and some office furniture as desks/chairs, printer, file cabinets, shredder as needed, and etc.
Non-Expendable Equipment (per Exhibit AA)						
Personnel Costs i.e. Help wanted, Trainings, etc				\$7,746	\$7,746	Including the cost for annual refresher training, 40 hours initial training, and also the training of DV and MRT.
Equipment Leases i.e. copier and van				\$8,070	\$8,070	
Food i.e. Client snacks and refreshments				\$8,487	\$8,930	
Unclassified Client Service Costs				\$29,200	\$29,200	including the Bus tokens, Clients needs (IDs, GED testing, etc.); tools for Community Service Projects; and cost for Graduation
TOTAL OPERATING COSTS				\$251,164	\$264,983	
SUBTOTAL ANNUAL DIRECT EXPENSES				\$869,017	\$845,858	
TOTAL INDIRECT COSTS (15.5% of Subtotal Annual Direct Expenses)				\$117,765	\$119,820	Excludes Sober Living Housing
PROFIT or SERVICE FEE (N/A)				\$0		
BUDGETS PROPOSED				\$986,782	\$965,678	
				\$1,952,460		

EXHIBIT B

Community Solutions Inc.

Proposed Budget FY20 (7/1/19 - 6/30/20)
Santa Barbara/Maria DRC

Personnel	Number of Positions at each location	% of Project Time	No. of Months	Santa Barbara	Santa Maria	Notes
Senior Program Director	1	32.10%	12	\$26,538	\$26,538	
Project Coordinator	1	100%	12	\$62,609	\$62,609	
Substance Abuse Counselor	1	100%	12	\$53,572	\$54,326	
Community Service Coordinator	0.8	100%	12	\$29,480	\$27,218	
Case Manager	2	100%	12	\$96,743	\$95,428	
Case Aide	2	100%	12	\$71,271	\$73,702	
Employment Specialist	1	100%	12	\$48,432	\$48,189	
Administrative Assistant	1	100%	12	\$39,308	\$38,093	
Relief / Over time	N/A	100%	N/A			
Total Staff Salaries				\$427,953	\$426,103	
Total Staff Benefits: 23.87%				\$101,638	\$102,210	Including FICA, Unemployment, Health/Dental insurance, Pension, and Workers' Comp.
TOTAL PERSONNEL COSTS				\$529,591	\$528,313	
SUB-CONTRACTORS/CONSULTANTS COSTS				\$111,000	\$74,300	Sober Living Housing
TOTAL SUB-CONTRACTORS/CONSULTANTS COSTS				\$111,000	\$74,300	
OPERATING COSTS						
Travel				\$17,450	\$17,450	including the cost for the hotel/meal of the refresh training and initial training
Facility Lease/Rent				\$132,676	\$135,723	
Maintenance/Repair				\$4,290	\$3,840	
Communications				\$7,384	\$9,994	including landlines and Internet
Utilities					\$8,700	
Insurance				\$10,007	\$10,007	Property/Liability and vans
Supplies/Expendable Equipment				\$26,167	\$30,861	Including Lab fees/supplies, Office supplies, replacement office furniture as needed, and etc.
Non-Expendable Equipment (per Exhibit AA)						
Personnel Costs i.e. Help wanted, Trainings, etc				\$7,746	\$7,746	Including the cost for annual refresher training, 40 hours initial training, and also the training of DV and MRT.
Equipment Leases i.e. copier and van				\$12,300	\$12,300	Including \$8,400 to lease a new Community Service van to replace the old van at each location
Food i.e. Client snacks and refreshments				\$8,742	\$9,020	
Unclassified Client Service Costs				\$30,200	\$30,200	Including the Bus tokens, Clients needs (IDs, GED testing, etc.); tools for Community Service Projects; and cost for Graduation
TOTAL OPERATING COSTS				\$256,962	\$275,841	
SUBTOTAL ANNUAL DIRECT EXPENSES				\$897,553	\$878,454	
TOTAL INDIRECT COSTS (15.5% of Subtotal Annual Direct Expenses)				\$121,916	\$124,644	Excludes Sober Living Housing
PROFIT or SERVICE FEE (N/A)				\$0		
BUDGETS PROPOSED				\$1,019,469	\$1,003,098	
				\$2,022,567		

Exhibit C

County of Santa Barbara
Community Solutions, Inc.
Day Reporting Centers

Standard Indemnification and Insurance Provisions
Contracts Requiring Professional Liability Insurance

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts Requiring professional liability insurance

I. 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 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 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 coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. **Workers' Compensation Insurance:** Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.
2. **General and Automobile Liability Insurance:** The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions [above] 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

EXHIBIT C

equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

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

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

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

Exhibit D

County of Santa Barbara
Community Solutions, Inc.
Day Reporting Centers

HIPAA Business Associate Agreement

EXHIBIT D

HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

This Business Associate Agreement (“BAA”) supplements and is made a part of the Agreement between COUNTY (referred to herein as “Covered Entity”) and CONTRACTOR (referred to herein as “Business Associate”).

RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), and 45 CFR Parts 160 and 164, Subpart C (the “Security Rule”), Subpart D (the “Data Breach Notification Rule”) and Subpart E (the “Privacy Rule”) (collectively, the “HIPAA Regulations”).

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (C.F.R.) and contained in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

A. Definitions

1. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
2. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
3. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
4. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
5. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
6. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
7. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
8. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
9. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

EXHIBIT D

10. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
11. **Protected Information** shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.
12. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
13. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

B. Obligations of Business Associate

1. **Permitted Uses.** Business Associate shall not use Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
2. **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the Protected Information, to the extent the third party has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].
3. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect

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payment by Covered Entity to Business Associate for services provided pursuant to the Agreement. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement, the BAA, or the HIPAA Regulations.

4. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
5. **Reporting of Improper Access, Use or Disclosure.** Business Associate shall report to Covered Entity in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and this BAA, and any Breach of Unsecured PHI, as required by the Data Breach Notification Rule, of which it becomes aware without unreasonable delay and in no case later than 60 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
6. **Business Associate's Subcontractors and Agents.** Business Associate shall ensure that any agents and subcontractors to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by paragraph (c) above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
7. **Access to Protected Information.** To the extent that the Covered Entity keeps a designated record set then Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within five (5) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
8. **Amendment of PHI for Business Associate who is Required to Maintain a Record Set.** If Business Associate is required to maintain a designated record set on behalf of the Covered Entity the Business Associate shall within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
9. **Accounting Rights.** Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of Protected Information, Business Associate and its agents or subcontractors shall make

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available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Business Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in Sections 2.b. of this BAA [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.

10. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary of the U.S. Department of Health and Human Services (Secretary) for purposes of determining Business Associate's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. Business Associate shall provide to Covered Entity a copy of any Protected Information that Business Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
11. **Minimum Necessary.** Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
12. **Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Information.
13. **Business Associate's Insurance.** Business Associate represents and warrants that it purchases commercial insurance to cover its exposure for any claims, damages or losses arising as a result of a breach of the terms of this BAA.
14. **Notification of Possible Breach.** During the term of the Agreement, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, or any access, use or disclosure of Protected Information not permitted by the Agreement or this BAA or unauthorized use or disclosure of PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]
15. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement, the

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Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of the Covered Entity that Business Associate believes constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

16. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether Business Associate has complied with this BAA; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the Agreement or this BAA, Business Associate shall notify Covered Entity within ten (10) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

C. Termination

1. **Material Breach.** A breach by Business Associate of any provision of this BAA, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].
2. **Judicial or Administrative Proceedings.** Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
3. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall, at the option of Covered Entity, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by Covered Entity, Business Associate shall continue to extend the protections of Section 2 of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If Covered Entity elects destruction of the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

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D. Indemnification

If Business Associate fails to adhere to any of the privacy, confidentiality, and/or data security provisions set forth in this BAA or if there is a Breach of PHI in Business Associate's possession and, as a result, PHI or any other confidential information is unlawfully accessed, used or disclosed, Business Associate agrees to reimburse Covered Entity for any and all costs, direct or indirect, incurred by Covered Entity associated with any Breach notification obligations. Business Associate also agrees to pay for any and all fines and/or administrative penalties imposed for such unauthorized access, use or disclosure of confidential information or for delayed reporting if it fails to notify the Covered Entity of the Breach as required by this BAA.

E. Disclaimer

Covered Entity makes no warranty or representation that compliance by Business Associate with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

F. Certification

To the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA relating to certification of its security practices, Covered Entity or its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this BAA.

G. Amendment to Comply with Law

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Covered Entity may terminate the Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Agreement or this BAA when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

H. Assistance in Litigation of Administrative Proceedings

Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement or this BAA, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the

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HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is named adverse party.

I. No Third-Party Beneficiaries

Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

J. Effect on Agreement

Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

K. Entire Agreement of the Parties

This BAA supersedes any and all prior and contemporaneous business associate agreements between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Covered Entity and Business Associate acknowledge that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

L. Interpretation

The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.