

**ATTACHMENT 4**

SafeCare Program Services



COUNTY OF SANTA BARBARA

PURCHASING AGENT
105 EAST ANAPAMU ST. RM. 304
SANTA BARBARA, CA 93101

ORDER

CN18149

Page No.
1 of 1

PO Date
JUL/01/2015

REFER INQUIRIES TO BUYER:

PHUNG LOMAN
Phone: 805-568-2697
Fax: 805-568-2705

SHIP-TO: SOC SVCS, S M MAIN
FACILITIES
2125 S CENTERPOINTE PKWY BLD C
SANTA MARIA, CA 93455
Phone: 805/346-7357

SUPPLIER: Attn: CECILIA RODRIGUEZ, EXEC. DIR. CEO
CHILD ABUSE LISTENING &
MEDIATION ( C A L M )
1236 CHAPALA ST
SANTA BARBARA, CA 93101-3116

BILL TO: SOC SVCS, FISCAL ACCOUNTING
ACCOUNTS PAYABLE
234 CAMINO DEL REMEDIO
SANTA BARBARA, CA 93110
Phone: 805/681-4604

Phone: (805)-965-2376
Fax: (805)-568-3396

Table with 6 columns: TERMS, F.O.B., SUPPLIER CODE, DELIVERY DATE, REQUESTED BY, REQ. NO.
Row 1: NET 30, DESTINATION-PREPAY & ADD, 03365, JUN/30/2016, AMY KRUEGER, CN16908

Table with 5 columns: LN, QUANTITY, G/L ACCOUNT DESCRIPTION, PRICE/UNIT, EXTENSION
Row 1: 1, 1 LOT, 0055+044+7659+8050+4000+550+, 98,000.00 /LOT, 98,000.00

CHILD ABUSE LISTENING & MEDIATION/SERVICE CONTRACT
SPECIAL NOTICE TO SUPPLIER: THIS CONTRACT REPLACES YOUR PREVIOUS YEAR CONTRACT #CN16908 WHICH EXPIRES ON JUNE 30TH, 2015. YOU MUST SIGN & RETURN THIS REPLACEMENT CONTRACT, AND YOU MUST REFERENCE THE NEW NUMBER ON ALL INVOICES & CORRESPONDENCE RELATED TO THE DESCRIBED WORK EFFECTIVE JULY 1, 2015.
GENERAL: CONTRACT FOR SAFECARE PROGRAM SERVICES AS PER ORIGINAL STATEMENT OF WORK.
CONTRACT PERIOD: Start date, as directed. Termination date, as directed and NO LATER THAN JUNE 30, 2016.
LIMITATIONS: Total expenditure for the period shall not exceed \$98,000.00. Any increase or decrease in this total amount may be authorized only upon written notice from the County Purchasing Manager.
STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 08/24/2004) applies.
Insurance documents already on file in Purchasing Division.
THIS CONTRACT IS NOT VALID FOR AMOUNTS IN EXCESS OF ONE HUNDRED THOUSAND DOLLARS (\$100,000)
NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 105 E. Anapamu St, RM 304, Santa Barbara, CA 93101.

Accepted By: (X) [Signature]
Print Name/Title: Cecilia Rodriguez, CEO Date: 5.29.15

Applicable License # (Medical/Contractor/Etc):

Tax 1: 0.00
Tax 2: 0.00
Total: 98,000.00

- (1) The order number and Bill to dept. name shown above must appear on all invoices, shipping papers, packages and correspondence.
(2) Mail invoices to the "bill to" address.
(3) All duty and/or taxes must be shown separately on invoice where applicable.
(4) This order is subject to the terms and conditions stated, including non-discrimination in employment, hazardous chemicals and equipment safety standards, that are available for viewing at www.countyofsb.org

[Signature]
COUNTY OF SANTA BARBARA

This order is being tracked by:

Supplier



## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

### STATEMENT OF WORK

#### CARING FOR CHILDREN AFFECTED BY TRAUMA – PARENTING WORKSHOP

##### **I. 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 Child Abuse Listening and Mediation (CALM) (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

##### **II. PURPOSE/TERM:**

The purpose of this contract is to provide parenting workshops to assist those caring for children who have been affected by trauma. CONTRACTOR shall commence performance on April 1, 2015 end performance upon completion, but no later than June 30, 2015 unless otherwise directed by COUNTY or unless earlier terminated.

##### **III. BACKGROUND:**

CALM is implementing a curriculum that was developed by The National Child Traumatic Stress Network. This curriculum was designed for parents (foster, kinship, guardian, etc.) who are caring for children who may have been involved in foster care or any type of separation from their family of origin. The focus is on providing parents with the knowledge and skills necessary to respond to the impact of trauma on the development and behavior of children. There are several goals that the program desires to achieve for their participating clients:

- To educate parents about the impact of trauma on the development and behavior of children
- To provide parents with the knowledge and skills needed to assist children in developing healthy attachments/style
- To help parents develop coping strategies to guide children to grow into healthy and functional adults
- To guide parents in appropriately responding to behavioral and emotional challenges of traumatized children
- To create a community that promotes resilience for youth and their families

##### **IV. DESIGNATED REPRESENTATIVES/NOTICES:**

Changes in designated representatives shall be made only after advance written notice to the other party. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Amy Krueger, Operations Division Chief, Department of Social Services, 2125 South Centerpointe Parkway, Santa Maria, CA 93455; (805) 346-7248.  
To CONTRACTOR: Cecilia Rodriguez , Executive Director CALM, Inc. 1236 Chapala St, Santa Barbara, CA 93101, (805) 965-2376.

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

1. Assignment- You will not assign any of your rights nor transfer any of your obligations under this Contract without prior written consent, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

**V. DUTIES AND RESPONSIBILITIES:**

A. CONTRACTOR shall:

- Provide two eight-week parenting workshops for up to 12 CWS caregivers (individuals or couples), estimated at a minimum of one and one half hours per week.
- Utilize the following tools in assessing client needs: observation, client self-report and attendance in a psycho-educational group, as well as pre and post-tests measures data.
- Collaborate and coordinate, as appropriate, with service providers of other applicable services to facilitate access for families to additional services.
- Report all instances of known or suspected child/elder abuse or neglect in accordance with the law to CWS/Adult Protective Services.
- Maintain confidentiality of all information.
- Designate staff to administer data collection and assessment tools.
- Participate in contract meetings to discuss and resolve any issues that may arise in coordinating services for referred clients and review statistics as necessary.

B. COUNTY shall:

1. COUNTY shall provide referrals to the CONTRACTOR for eligible clients in accordance with the established referral process.
2. COUNTY shall assign staff as contract monitors to coordinate periodic contract meetings as necessary to discuss and resolve any issues regarding quality of services, fiscal and overall performance activity.

**VII. REPORTING REQUIREMENTS:**

Contractor will submit, at a minimum, reports which include the following:

1. Number of new clients referred.
2. Names of clients.
3. Number of English, Spanish, and foreign language speaking clients served.
4. The dates of when the first contact was made.
5. Client's participation record.
6. Status regarding the Performance Outcome Measures.

Additional reports may be developed in collaboration with the Contractor as requested.

#### **VII. PERFORMANCE MEASURES/OUTCOMES:**

1. 80% of clients, engaged in services, will successfully complete the program as evidenced and documented by the Contractor's clinical team.
2. 90% of caregivers, who successfully complete the program, will report improved functioning, as measured by the Parental Stress Inventory.

#### **VIII. GENERAL CONTRACT PROVISIONS**

- A. Modification of Services – CONTRACTOR shall obtain the expressed written consent from the COUNTY for any variation in the provision of services described in this Agreement.
- B. Audit Exceptions and Disallowed Costs- CONTRACTOR will be subject to audit/monitoring reviews that cover all fiscal and programmatic terms and conditions of the contract and/or prescribed by the State, including cost allocation methodologies. Except to the extent that the State and/or the COUNTY determines it will assume liability, CONTRACTOR will be liable for and will repay, to the COUNTY, any amount for recoupment of audit/monitoring exceptions and disallowances of disallowed costs. Such repayment will be from funds other than those received under this agreement.
- C. CONTRACTOR will obtain prior written approval from COUNTY, prior to purchasing any furniture, equipment, EDP hardware or software funded through this contract. CONTRACTOR will return to COUNTY upon expiration or termination of this contract all furniture, equipment, EDP hardware or software purchased or provided to CONTRACTOR under this contract.

#### **VIII. FISCAL**

- A. The cost for each group will not exceed \$2700.00 the total maximum amount for this contract shall not exceed \$5,400. The payment for services will be as follows:
- B. CONTRACTOR shall submit to the COUNTY REPRESENTATIVE an invoice or certified claim on the COUNTY Treasury for the service performed by the 10<sup>th</sup> of the month following the service month in which group is completed. These invoices or

certified claims must cite the assigned 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.

- C. 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.
- D. 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.

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

NOTE: The Standard Terms and Conditions for contracting with an Independent CONTRACTOR will be included with, and made part of this contract by the COUNTY General Services Purchasing Division. CONTRACTOR's signature on the Purchasing Contract means CONTRACTOR has read and accepted these terms and conditions.



## STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS

THESE TERMS & CONDITIONS apply to the Contract established between the County of Santa Barbara, a political subdivision of the State of California ("we/us/our") by its Purchasing Division ("Purchasing"), and the individual or entity identified as "Vendor" on the Contract form to which this document is attached ("you/your"), including your agents, employees or sub-contractors. **Your signature means you've read and accepted these terms and conditions.**

1. **SCOPE OF SERVICES / COMPENSATION.** You agree to provide services to us, and we agree to pay you, according to the attached Statement of Work. (The term "Statement of Work" refers to all attached language describing the services to be performed and the compensation to be paid, whether found in a Proposal, Estimate, Quote, correspondence, and/or any other attached document, and includes the narrative text appearing on the Contract form, plus any subsequent amendment.) All work is to be performed under the direction of the "Designee" (that is, the person designated by the department identified in the Ship-To box on the Contract form). Payment will be subject to satisfactory performance as determined by the Designee. You will be entitled to reimbursement for only those expenses specifically identified in the Statement of Work.
2. **STATUS AS INDEPENDENT CONTRACTOR.** You will perform all of your services under this Contract as an independent contractor and not as our employee. You understand and acknowledge that you will 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. You warrant that you are authorized by law to perform all work contemplated in this Contract, and you agree to submit, upon request, verification of licensure or registration, or other applicable evidence of official sanction.
3. **BILLING & PAYMENT.** You must submit your invoice, which **must include the contract number** we assign (see Contract form), to the Bill-To address on the Contract form, following completion of the increments identified in the Statement of Work. Unless otherwise specified in the Contract, we will pay you within thirty (30) days from presentation of invoice.
4. **TAXES.** We will not be responsible for paying any taxes on your behalf, and should we be required to do so by state, federal, or local taxing agencies, you agree to promptly reimburse us for the full value of such taxes paid plus interest and penalty assessed, if any. These taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.
5. **CONFLICT OF INTEREST.** You covenant that you presently have no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. You further covenant that in the performance of this Contract, you will employ no person having any such interest.
6. **OWNERSHIP OF DOCUMENTS.** We will be the owner of the following items incidental to this Contract, upon production and whether or not completed: all data collected, all documents of any type whatsoever (paper or electronic), and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Contract is completed or terminated prior to completion. You will not release any materials under this paragraph except after our prior written approval.
  - 6.1. **Copyright.** No materials produced in whole or in part under this Contract will be subject to copyright in the United States or in any other country except as determined at our sole discretion. We will have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Contract.
7. **RECORDS, AUDIT, AND REVIEW.** You must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of your profession, and will maintain those records for at least four (4) years following the termination of this Contract. All accounting records must be kept in accordance with generally accepted accounting practices. We will have the right to audit and review all such documents and records at any time during your regular business hours or upon reasonable notice.
8. **INSURANCE AND INDEMNIFICATION.** You agree to the indemnification and insurance provisions as set forth in Exhibit X attached hereto and incorporated herein by reference. The Exhibit refers to "COUNTY" in lieu of ("we/us/our") and "CONTRACTOR" in lieu of ("you/your").
9. **NONDISCRIMINATION.** The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and you agree to comply with that ordinance.
10. **NONEXCLUSIVE AGREEMENT.** You understand that this is not an exclusive Contract and that we have the right to negotiate with and enter into contracts with others providing the same or similar services as those you provide. You must disclose to Purchasing any other contracts under which you are providing services to the County.
11. **ASSIGNMENT.** You will not assign any of your rights nor transfer any of your obligations under this Contract without our prior written consent, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
12. **TERMINATION.** *For Convenience:* Either you or we may, for any reason, prior to the expiration date of this contract, terminate this contract upon thirty (30) days notice in writing to the other. *For Cause:* Upon a material breach of the Contract by either you or us, the other may terminate by written notice as specified in paragraph 13.
  - 12.1. *Work In Progress.* Unless otherwise directed in the notice of termination, all work under the Contract must be immediately halted, and you must deliver to us all documents specified in paragraph 6.
  - 12.2. *Payment.* We will pay you for services evident to, and performed to the satisfaction of, the Designee prior to notice of termination. However, in no event will we pay you any amount that exceeds the stated value of this Contract, nor for profit on unperformed portions of service. You must furnish to us, if requested, such financial information as we determine necessary to assess the reasonable value of any services you may have performed prior to any termination. In the event of any dispute, our conclusion will be final and binding. These provisions are cumulative and will not affect any right or remedy which we may have in law or equity.
13. **NOTICE.** *From You:* You must send or deliver any required notice to both the Designee and to Purchasing at the addresses appearing on the Contract form. *From Us:* Either Designee or Purchasing must send or deliver any required notice to you at the address last known to the sender, with a copy also sent to the other of us. *Effective Date:* Notices mailed by US Postal Service first-class, receipt of which is unacknowledged, are effective three days from date of mailing. Other notices are effective upon delivery by hand, proof of delivery by common carrier, or acknowledgement of receipt, whichever is earlier.
14. **AMENDMENT.** This Contract may be altered, amended or modified only by an instrument in writing (executed by Purchasing) and by no other means.
15. **PARKING.** This Contract does not entitle you to park in any County lot at the Santa Barbara downtown complex. **Failure to comply may result in your vehicle being ticketed or towed without notice.** Exceptions for extraordinary circumstances may only be made upon prior written approval of the Parking Coordinator (568-2650). For on-street parking for construction or delivery operations, you may instead wish to seek a "Parking Restriction Waiver Permit" from the City of Santa Barbara (564-5385). Public parking lots are available across from the County's downtown complex along Anacapa Street.
16. **CALIFORNIA LAW.** This Contract is governed by the laws of the State of California. Any litigation regarding this Contract or its contents must 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.
17. **PRECEDENCE.** In the event of conflict between the provisions contained in these numbered paragraphs and the provisions contained in the Statement of Work, the provisions of this document shall prevail unless 1) otherwise specified on the Contract form to which this document is attached, or 2) waived by amendment hereon with dated initials of Purchasing staff.