

Agreement

FOR SERVICES OF INDEPENDENT CONTRACTOR

BC_____

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 **Charles Golodner Counseling Group** having its principal place of business at **Santa Maria**, California (hereafter **CONTRACTOR**) wherein **CONTRACTOR** agrees to provide and **COUNTY** agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE:** Assistant Director – Alcohol & Drug Program (ADP) (telephone number 805-681-5440) is the representative of **COUNTY** and will administer this Agreement for and on behalf of **COUNTY**. Charles Golodner (telephone number 805-349-2255) is the authorized representative for **CONTRACTOR**. Changes in designated representatives shall be made only after advance written notice to the other party.

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

A. To **COUNTY:** Director
Santa Barbara County
Alcohol, Drug, and Mental Health Services
300 N. San Antonio Road
Santa Barbara, CA 93110

B. To **CONTRACTOR:** Charles Golodner, Executive Director
Charles Golodner Counseling Group
301 S. Miller, Suite #105
Santa Maria, CA 93454

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 the deposit in the United States mail.

3. **SCOPE OF SERVICES.** **CONTRACTOR** agrees to provide services to **COUNTY** in accordance with Exhibit A (attached hereto and incorporated herein by reference), and the Provider Workbook (signed by both parties with each having a copy).

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4. **TERM. CONTRACTOR** shall commence performance on **July 1, 2006** and end performance upon completion, but no later than **June 30, 2007** unless otherwise directed by **COUNTY** or unless earlier terminated.
5. **COMPENSATION TO COUNTY. CONTRACTOR** shall pay **COUNTY** under this Agreement in accordance with the terms of Exhibit B (attached hereto and incorporated herein by reference), and the Provider Workbook (signed by both parties with each having a copy). **CONTRACTOR** shall electronically report services to **COUNTY** on a monthly basis. Unless otherwise specified in Exhibit B, **CONTRACTOR** shall pay **COUNTY** within thirty (30) days following the month of service.
6. **INDEPENDENT CONTRACTOR. CONTRACTOR** shall perform all of its services under this Agreement as an independent **CONTRACTOR** and not as an employee of **COUNTY**. **CONTRACTOR** understands and acknowledges that it shall not be entitled to any of the benefits of a **COUNTY** employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, Workers' Compensation insurance, and protection of tenure.
7. **STANDARD OF PERFORMANCE. CONTRACTOR** represents that it has the skills, expertise, and licenses and/or 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 that **CONTRACTOR** delivers to **COUNTY**, pursuant to this Agreement, shall be prepared in a manner, which will conform to high standards of quality and shall conform to the standards of quality normally observed by a person practicing in **CONTRACTOR'S** profession. **CONTRACTOR** shall correct or revise any errors or omissions, at **COUNTY'S** request, without additional compensation. Permits and/or licenses shall be obtained and maintained by **CONTRACTOR** without additional compensation.
8. **TAXES. COUNTY** shall not be responsible for paying any taxes on **CONTRACTOR'S** behalf, and should **COUNTY** be required to do so by State, Federal, or local taxing agencies, **CONTRACTOR** agrees to reimburse **COUNTY** within one (1) week for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and Workers' Compensation insurance.
9. **CONFLICT OF INTEREST. CONTRACTOR** covenants that **CONTRACTOR** presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. **CONTRACTOR** further covenants that in the performance of this Agreement, no person having any such interest shall be employed by **CONTRACTOR**.

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10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by **CONTRACTOR** in performing the services provided herein.
11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Agreement is completed or terminated prior to completion. **CONTRACTOR** is the legal owner and Custodian of Records for all **COUNTY** client files generated by this Agreement and shall comply with all Federal and State confidentiality laws, including Health and Safety Code, Section 11845.5, the Code of Federal Regulations, Title 45 Section 205.50, and Health Insurance Portability and Accountability Act (HIPAA) in the handling and maintenance of such files. **CONTRACTOR** shall inform all of its officers, employees, and agents of the confidentiality provisions of said statutes. **CONTRACTOR** further agrees to provide **COUNTY** with copies of all **COUNTY** client file documents resulting from this Agreement without requiring any further written release of information.

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

12. **RECORDS, AUDIT, AND REVIEW.** **CONTRACTOR** shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of **CONTRACTOR'S** profession and shall maintain such records in compliance with applicable Federal and State laws and in no event less than five (5) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. **COUNTY** shall have the right to audit and review all such documents and records at any time during **CONTRACTOR'S** regular business hours or upon reasonable notice. **CONTRACTOR** shall comply with Federal and State confidentiality laws and codes with regard to maintaining and handling all records.
13. **INDEMNIFICATION AND INSURANCE.** **CONTRACTOR** shall agree to defend, indemnify and hold harmless the **COUNTY** and to procure and maintain insurance in accordance with the provisions of Exhibit C (attached hereto and incorporated herein by reference).
14. **NON-DISCRIMINATION.** **COUNTY** hereby notifies **CONTRACTOR** that Santa Barbara County 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

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ordinance.

CONTRACTOR further certifies under the laws of the State of California that **CONTRACTOR** shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by state and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12132); Title 45, CFR Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.); and regulations promulgated there under (Title 2 CCR Section 7285.0 et seq.); Title 2 Division 3 Article 9.5 of the Government Code, commencing with Section 11135; and Title 9 Division 4 Chapter 6 of the CCR, commencing with Section 10800.

15. **NON-EXCLUSIVE AGREEMENT. CONTRACTOR** understands that this is not an exclusive Agreement and that **COUNTY** shall have the right to negotiate and enter into contracts with others providing the same or similar services as those provided by **CONTRACTOR** as the **COUNTY** desires.
16. **ASSIGNMENT. CONTRACTOR** shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of **COUNTY**. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
17. **TERMINATION.**
 - A. **BY COUNTY. COUNTY** may, by written notice to **CONTRACTOR**, terminate this Agreement in whole or in part at any time, whether for **County** convenience or because of the failure of **CONTRACTOR** to fulfill the obligations herein. Upon receipt of notice, **CONTRACTOR** shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to **COUNTY** all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by **CONTRACTOR** in performing this Agreement, whether completed or in process.
 - i. For Convenience. **COUNTY** may terminate this Agreement upon thirty- (30) days written notice. At the end of the thirty- (30) day period, **CONTRACTOR** shall promptly cease work and notify **COUNTY** as to the status of its performance.
 - ii. For Cause. Should **CONTRACTOR** default in the performance of this Agreement or materially breach any of its provisions, **COUNTY** may, at the **COUNTY'S** sole option, terminate this Agreement by written notice, which shall be effective upon receipt by **CONTRACTOR**.

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- B. BY **CONTRACTOR**. **CONTRACTOR** may, upon thirty (30) days written notice to **COUNTY**, terminate this Agreement in whole or in part at any time, whether for **CONTRACTOR** convenience or because of the failure of **COUNTY** to fulfill the obligations herein. At the end of the thirty - (30) day period, **CONTRACTOR** shall cease work and notify **COUNTY** as to the status of its performance.
18. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
 19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision, hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
 20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
 21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement, and each covenant and term is a condition herein.
 22. **NO WAIVER OF DEFAULT.** No delay or omission of the parties 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 the parties shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of either party.
 23. **ENTIRE AGREEMENT, AMENDMENTS, AND MODIFICATIONS.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties. 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 amended or modified only by the written mutual consent of the parties hereto. Any amendments or modifications that do not exceed ten percent (10%) of the Agreement's original dollar amount may be approved by the director of Alcohol, Drug & Mental Health Services. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications. Each party waives its future right to claim,

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contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral Agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
25. **COMPLIANCE WITH LAW. CONTRACTOR** shall, at his sole cost and expense, comply with all **COUNTY**, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of **CONTRACTOR** in any action or proceeding against **CONTRACTOR**, whether **COUNTY** be a party thereto or not, that **CONTRACTOR** has violated any such ordinance or statute, shall be conclusive of that fact as between **CONTRACTOR** and **COUNTY**.
26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in State court, or in the Federal District Court nearest to Santa Barbara County, if in Federal court.
27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s) and have complied with all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement. Furthermore, by entering into this Agreement, **CONTRACTOR** hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which **CONTRACTOR** is obligated which breach would have a material effect hereon.
29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.
30. **DISPUTE RESOLUTION.** Any dispute or disagreement arising under this contract shall first be addressed and resolved at the lowest possible staff level between the appropriate representatives of the **CONTRACTOR** and of the

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COUNTY. If it cannot be resolved at this level, it is to be elevated to the **CONTRACTOR'S** Program Manager and **COUNTY'S** relevant Program Manager. If the Managers cannot resolve the dispute, they are to take the following actions:

- A. Decision - Each party shall reduce the dispute to writing and submit to the appropriate ADMHS Assistant Director. The Assistant Director shall assemble a team to investigate the dispute and to prepare a written decision. This decision shall be furnished to the **CONTRACTOR** within thirty - (30) days of receipt of the dispute documentation. This decision shall be final unless appealed within ten (10) days of receipt.
- B. Appeal –The **CONTRACTOR** may appeal the decision (Item A above) to the Santa Barbara County Alcohol, Drug, and Mental Health Services (ADMHS) – Director, or designee, at 300 N. San Antonio Road, Santa Barbara, CA 93110. The decision of the ADMHS-Director shall be put in writing within twenty - (20) days and a copy thereof mailed to the **CONTRACTOR'S** address for notices. The decision of the ADMHS-Director shall be final.
- C. Pending final decision of the dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Agreement.
- D. The finality of appeal described herein is meant to imply only that recourse to resolution of disputes through this particular Dispute Resolution mechanism has been concluded. This is in no way meant to imply that the parties have agreed that this mechanism replaces either party's rights to have its disputes with the other party heard and adjudicated in a court of competent jurisdiction.

31. THIS AGREEMENT INCLUDES:

- A. EXHIBIT A – Statement of Work
- B. EXHIBIT B – Fees and Payment to **COUNTY**
 - EXHIBIT B-1 – Schedule of Fees
 - EXHIBIT B-2 – Sliding Fee Schedule for PC 1000 Program
- C. EXHIBIT C – Standard Indemnification and Insurance Provisions
- D. EXHIBIT D – HIPAA Privacy Business Associate Addendum

Agreement

Agreement for Services of Independent **CONTRACTOR** between the County of Santa Barbara and Charles Golodner Counseling Group.

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

COUNTY OF SANTA BARBARA

By: _____

Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy

By: _____
Tax ID No. 77-0076543

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

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

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
JAMES L. BRODERICK, Ph.D.
DIRECTOR

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM MANAGER

By: _____
Director

By: _____
Risk Program Manager

Exhibit A

STATEMENT OF WORK

1. **PROVIDER WORKBOOK.** **CONTRACTOR** will adhere to the provisions outlined in the Provider Workbook, including program deliverables, administrative deliverables, partnership deliverables, and fee deliverables.
2. **SERVICES.** **CONTRACTOR** agrees to provide the following service for the following project:
 - A. **PC 1000 DRUG DIVERSION** program that provides treatment services to court-ordered adults referred for drug diversion, per requirements listed in the Provider Workbook.
 - i. **CONTRACTOR** will provide services at the following sites:
 - a) 301 S. Miller, Suite #105, Santa Maria, CA 93454; and
 - b) 601 E. Ocean, Suite #21, Lompoc, CA 93436.
 - ii. **CONTRACTOR** will follow the provisions set forth in:
 - a) State of California Penal Code (PC) §1000 and §1211;
 - b) **COUNTY** Drug Diversion Standards, Policies and Procedures (PC 1000); and
 - c) the Provider Workbook.
 - iii. **CONTRACTOR** will provide for Negotiated Net Amount (NNA) drug testing services for each client in treatment in accordance with the ADP Drug Testing Policy and Procedure as outlined in the Provider Workbook.
 - iv. **CONTRACTOR** agrees, for clients in treatment, to maintain and furnish to **COUNTY** upon request an internal review process that ensures medical necessity and quality of care. This review process will include, but is not limited to, the following: Client Files; Treatment Plans; Progress Notes; Consent to Treat; Clinical Records; Client Survey and Logs; and Release of Information.
3. **FEES.** **CONTRACTOR** will assess client fees in accordance with Exhibit B, Item 1, FEE COLLECTION, and as outlined in the Provider Workbook.
4. **PERIODIC REVIEW.** Periodic review meetings between **CONTRACTOR'S** staff and **COUNTY** staff will be held on fiscal and overall contract monitoring and staff performance activity. **COUNTY** contract monitoring staff, and/or **COUNTY** manager, or designee, shall conduct periodic on-site reviews of **CONTRACTOR'S** program and documentation.
5. **REQUIRED NOTIFICATIONS.** **CONTRACTOR** will notify **COUNTY** immediately in the event of:

A. any known or suspected misuse of funds under **CONTRACTOR'S** control;

Exhibit A

- B. any known complaints against licensed staff; any restrictions in practice or license as stipulated by the state or Federal Government; any criminal investigation of the **CONTRACTOR** being initiated; or any other action being instituted which affects **CONTRACTOR'S** license or practice (for example, sexual harassment accusations).
- C. any client in treatment who experiences side effects from medication or from the abuse of alcohol/drugs that induces behavior that puts the client, staff or others in danger.
6. **HIPAA BUSINESS ASSOCIATE.** **CONTRACTOR** is a business associate under the Health Insurance Portability and Accountability Act (HIPAA). **CONTRACTOR** agrees with **COUNTY** to the terms set forth in the attached Exhibit D.
7. **CERTIFICATION.** **CONTRACTOR** certifies that neither **CONTRACTOR** nor **CONTRACTOR'S** principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal department or agency.
8. **LIMITATION OF USE OF FUNDS FOR PROMOTIONAL OF LEGALIZATION OF CONTROLLED SUBSTANCES.** **CONTRACTOR** may not use fees collected through this contract for the promotion of the legalization of any drug or other substance.
9. **DRUG / SMOKE FREE WORKPLACE.** **CONTRACTOR** certifies under the laws of the State of California that **CONTRACTOR** will comply within the requirements of the Drug Free Work Place Act of 1990 (Gov. Code § 8350 et seq.) and all local and state ordinances pertaining to the use of tobacco, including Labor Code 6404.5 and the Pro-Children Act of 1994 (Public Law 103-227) which requires enclosed workplaces to be smoke-free.
- CONTRACTOR** will develop trainings for **CONTRACTOR'S** staff on the impact of participant tobacco use on treatment outcomes; carry out assessment of use of tobacco products by participants at intake; incorporate appropriate cessation activities into treatment plans; monitor ongoing use of tobacco products; and determine level of reduction of tobacco use at discharge.
10. **NO UNLAWFUL USE OR UNLAWFUL USE MESSAGES REGARDING DRUGS OR ALCOHOL.** **CONTRACTOR** agrees that any information including written statements produced with these funds, and which pertains to drug-and alcohol-related projects, events or programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug-or alcohol-related program shall include any message on the responsible use, if the use is unlawful.

Exhibit B

FEES AND PAYMENT TO COUNTY

1. FEE COLLECTION.

A. For PC 1000, Drug Diversion program service project to be rendered under this Agreement, **CONTRACTOR** will charge a \$1,000 fee to each client. It is further agreed **CONTRACTOR** will pay **COUNTY**, for the term of this contract, unless the client is eligible for a lower fee as provided in Section 1.C, below, a total of \$50.00 per each client enrolled.

In consideration of the \$50.00 charge assessed by **COUNTY** for the PC 1000 program, **COUNTY** agrees to: provide all services as outlined in the California Penal Code, Section 1211, including but not limited to: administering certification program procedures; assuring compliance with Drug Diversion Standards, policies and procedures; providing technical assistance; and monitoring the program services semi-annually.

B. In providing PC 1000 treatment services as described in Exhibit A, **CONTRACTOR** agrees to assess client fees in accordance with Title 9 CCR Section 9532 of the Health and Safety Code.

i. For PC 1000 clients, such fee collection will be based on **CONTRACTOR'S** determination of a client's ability to pay in accordance with the Sliding Fee Schedule per Exhibit B-2, and as described in the Provider Workbook. PC 1000 fees charged shall not exceed the actual cost for services provided.

ii. Additional fees may be charged to client by **CONTRACTOR** for any returned check, transfers, reinstatement, and no shows, as approved by the State Alcohol and Drug Program and/or **COUNTY** as specifically listed in the Provider Workbook.

2. **PAYMENT TO COUNTY.** On a monthly basis, by the tenth (10th) working day of each month following service, **CONTRACTOR** will pay the appropriate fees due to **COUNTY**.

CONTRACTOR agrees that the program services operating under this agreement will be self supporting through client fees as defined in Exhibit A. **COUNTY** is under no obligation to pay **CONTRACTOR** any fee or charges in relation to this service agreement.

3. **ALLOWABLE COSTS AND ACTIVITIES.** A determination of **CONTRACTOR'S** satisfactory performance shall be based upon the scope and methodology of the services provided as described in Exhibit A and in the Provider Workbook in relation to the costs, expenses, overhead charges, and hourly rates for personnel. Monthly service reports submitted by **CONTRACTOR** shall be in accordance with upon the Provider Workbook and Exhibit A, and must contain sufficient detail and supporting documentation to enable an audit of the costs.

4. **PROPER REPORT.** On a monthly basis (prior to the tenth (10th) day of the month following service), **CONTRACTOR** shall submit an electronic report to **COUNTY** (adpfinance@co.santa-barbara.ca.us) that is supplied by **COUNTY**, for the services

Exhibit B

performed over the period specified. **CONTRACTOR** must report to **COUNTY** the total amount of client fees collected by "Project" and the cost by location for each "Project". The **CONTRACTOR'S** monthly report shall be accompanied by all client and service provision information required by **COUNTY** and the State Alcohol and Drug Program.

Submission of **CONTRACTOR'S** electronic report to **COUNTY** certifies that **CONTRACTOR** has read, understands and agrees to the following terms printed on the report::

"I hereby certify that all units of service, assessed client fees, and clients reported are true and are for purposes in accordance with agreements set forth in the awarded contract. The contract agency, to the best of its knowledge, has fully complied with the terms and conditions of said contract."

5. PAYMENT PROCESSING.

- A. **COUNTY** will evaluate the electronic monthly report **CONTRACTOR** submits to determine if the cost for services performed is satisfactory, and within the scope of Exhibit A, this Exhibit B, and Exhibit B-1.
- B. Any monthly report and/or reports submitted by **CONTRACTOR** to **COUNTY** that have errors or omissions will be immediately returned to **CONTRACTOR** for correction.
- C. In the event **CONTRACTOR** identifies a reporting error on a current monthly report and/or report, already submitted to **COUNTY**, **CONTRACTOR** will immediately notify **COUNTY** of the error. Any corrections to the current monthly report shall be corrected by **CONTRACTOR** and returned to **COUNTY** within ten (10) days, or prior to submitting the next monthly report. Any modifications, errors or omissions that **CONTRACTOR** reports to **COUNTY** after the time period specified above shall NOT be processed, but will be considered and included by **COUNTY** when the final adjustments are made to **CONTRACTOR'S** year-end cost report.
- D. On a monthly basis, **CONTRACTOR** shall furnish **COUNTY** a financial report and/or State issued report with such financial information for **COUNTY** to determine the reasonable value of the services rendered. In the event of a dispute as to the reasonable value of **CONTRACTOR'S** services, **COUNTY'S** decision shall be final. Failure on behalf of **COUNTY** 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.

6. COUNTY'S DESIGNATED REPRESENTATIVE.

ADMHS-Alcohol and Drug Program
Attn: Al Rodriguez, Assistant Director
ADMHS-Alcohol and Drug Program
300 North San Antonio Road

Exhibit B

Santa Barbara, CA 93110

7. AUDITS.

CONTRACTOR agrees to furnish **COUNTY** an audit report annually that is executed by a Certified Public Accountant or Public Accountant. Audits shall be conducted in accordance with generally accepted auditing standards (per Title 9, California Code of Regulations (CCR) Section 9545(b) as described in but not limited to:

- A. "Government Auditing Standards (1994 Revision)," published for the United States General Accounting Office by the Comptroller General of the United States and performed in accordance with federal Office of Management and Budget (OMB) Circular A-133 (revised June 24, 1997); and
- B. Federal OMB Circular A-122 which applies to nonprofit organizations.

COUNTY shall establish a process to resolve disputed findings resulting from **COUNTY** or State audit of **CONTRACTOR**. Should it be determined, based on any audit findings, that **CONTRACTOR** overcharged clients, misspent or misappropriated funds, or that **CONTRACTOR'S** actual costs fail to support the reported costs, then **COUNTY** shall demand **CONTRACTOR** to repay clients and/or the State ADP in the amount of such audit findings. **CONTRACTOR** is mandated to remit to client any excess amount(s) and/or any overpayment amount(s) within thirty (30-days) of discovery. A copy of the proof of payment to client shall be sent to **COUNTY** and retained in client's file.

- 8. **ANNUAL COST REPORT.** At the end of the fiscal year (period of July 1 through June 30) or upon termination or cancellation of the Agreement, if it occurs prior to the close of the fiscal year, **CONTRACTOR** shall prepare a cost report as pertinent to this or predecessor/successor contracts, detailing all the allowable costs that have actually been incurred by **CONTRACTOR** in the performance of the contract(s). Such cost report shall be prepared in accordance with the cost reporting requirements of the State Alcohol and Drug Program and in accordance with any other forms and written guidelines, which may be provided by **COUNTY**. At a minimum, such cost report shall reflect the actual expenditures relative to the original line item amounts declared in **CONTRACTOR'S** budget(s) and workbook(s).

The cost report shall be submitted to **COUNTY** within sixty (60) days following the end of the fiscal year, ending June 30.

- A. If this Agreement is terminated or canceled prior to the close of the fiscal year, the annual cost report shall be for that contract period which ends on the termination or cancellation date and copies of such report shall be submitted to **COUNTY** within sixty (60) days after such termination or cancellation.
- B. If any "Project" contained in this Agreement is terminated or canceled prior to the close of the fiscal year, a separate cost report shall not be required; however, all cost information pertaining to the terminated or canceled "Project(s)" shall be contained in the annual cost report.

Exhibit B

9. **ANNUAL COST REPORT SETTLEMENT.** COUNTY shall provide CONTRACTOR a copy of the final year-end cost report within ninety (90) days of COUNTY'S submission of the report to the State Alcohol and Drug Program, along with a formal letter of COUNTY'S findings.

If it is determined by COUNTY or State Alcohol and Drug Program, that the annual cost report, audit of the cost report, or CONTRACTOR'S other financial records show that under this Agreement: CONTRACTOR'S costs were disallowed; costs are not supported by CONTRACTOR'S service delivery and; profit was realized on unperformed portions of CONTRACTOR'S service, then CONTRACTOR shall be required to remit any such excess amount to COUNTY.

10. FINAL COST REPORT ADJUSTMENTS TO CONTRACT.

- A. In the event CONTRACTOR'S cost report did not support the actual costs for services delivered, COUNTY shall meet with CONTRACTOR to discuss and/or negotiate an adjustment in the agreed upon units of service.
- B. COUNTY will review and evaluate each "Project" contracted under this Agreement and compare the cost of service (including rates) with CONTRACTOR'S prior year-end cost report. Based on the findings of COUNTY, subsequent notification to CONTRACTOR and our mutual agreement COUNTY may adjust this Agreement (including the monthly report) to reflect the actual service costs including rate, and amount as reported on the prior year-end cost report.

Exhibit B-1

SCHEDULE OF FEES

The program services, as listed below and described in Exhibit A and the Provider Workbook, have been mutually agreed to by the **CONTRACTOR** and **COUNTY**. It is agreed that **COUNTY** has provided a copy of the signed Provider Workbook to **CONTRACTOR**.

TYPE OF SERVICE	TERM: 07/01/06 to 06/30/07	
	Projected Annual Fees Collected from Clients	Projected Annual Fees to be Paid to COUNTY
DRUG DIVERSION PROGRAM PC 1000	\$16,752	\$750
TOTAL ANNUAL FEES FOR FY 06-07	\$16,752	\$750

Exhibit B-2

ALCOHOL & DRUG PROGRAM SLIDING FEE SCHEDULE FOR PC 1000 PROGRAM FY 2006-2007

ANNUAL GROSS FAMILY INCOME NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	9,570	12,830	16,090	19,350	22,610	25,870	29,130	32,390
10	13,170	16,070	18,970	21,870	24,770	27,670	30,570	33,470
15	16,770	19,670	22,570	25,470	28,370	31,270	34,170	37,070
20	20,370	23,270	26,170	29,070	31,970	34,870	37,770	40,670
25	23,970	26,870	29,770	32,670	35,570	38,470	41,370	44,270
30	27,570	30,470	33,370	36,270	39,170	42,070	44,970	47,870
35	31,170	34,070	36,970	39,870	42,770	45,670	48,570	51,470
40	34,770	37,670	40,570	43,470	46,370	49,270	52,170	55,070
45	38,370	41,270	44,170	47,070	49,970	52,870	55,770	58,670
50	41,970	44,870	47,770	50,670	53,570	56,470	59,370	62,270
55	45,570	48,470	51,370	54,270	57,170	60,070	62,970	65,870
60	49,170	52,070	54,970	57,870	60,770	63,670	66,570	69,470
65	52,770	55,670	58,570	61,470	64,370	67,270	70,170	73,070
70	56,370	59,270	62,170	65,070	67,970	70,870	73,770	76,670
75	59,970	62,870	65,770	68,670	71,570	74,470	77,370	80,270
80	63,570	66,470	69,370	72,270	75,170	78,070	80,970	83,870
85	67,170	70,070	72,970	75,870	78,770	81,670	84,570	87,470
90	70,770	73,670	76,570	79,470	82,370	85,270	88,170	91,070

MONTHLY GROSS FAMILY INCOME NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	798	1,069	1,341	1,613	1,884	2,156	2,428	2,699
10	1,098	1,339	1,581	1,823	2,064	2,306	2,548	2,789
15	1,398	1,639	1,881	2,123	2,364	2,606	2,848	3,089
20	1,698	1,939	2,181	2,423	2,664	2,906	3,148	3,389
25	1,998	2,239	2,481	2,723	2,964	3,206	3,448	3,689
30	2,298	2,539	2,781	3,023	3,264	3,506	3,748	3,989
35	2,598	2,839	3,081	3,323	3,564	3,806	4,048	4,289
40	2,898	3,139	3,381	3,623	3,864	4,106	4,348	4,589
45	3,198	3,439	3,681	3,923	4,164	4,406	4,648	4,889
50	3,498	3,739	3,981	4,223	4,464	4,706	4,948	5,189
55	3,798	4,039	4,281	4,523	4,764	5,006	5,248	5,489
60	4,098	4,339	4,581	4,823	5,064	5,306	5,548	5,789
65	4,398	4,639	4,881	5,123	5,364	5,606	5,848	6,089
70	4,698	4,939	5,181	5,423	5,664	5,906	6,148	6,389
75	4,998	5,239	5,481	5,723	5,964	6,206	6,448	6,689
80	5,298	5,539	5,781	6,023	6,264	6,506	6,748	6,989
85	5,598	5,839	6,081	6,323	6,564	6,806	7,048	7,289
90	5,898	6,139	6,381	6,623	6,864	7,106	7,348	7,589

Exhibit C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the **COUNTY**, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the **CONTRACTOR** or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the **COUNTY**.

CONTRACTOR shall notify the **COUNTY** immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the **COUNTY**, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the **CONTRACTOR** or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the **COUNTY** immediately in the event of any accident or injury arising out of or in connection with this Agreement.

INSURANCE

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

Exhibit C

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. **CONTRACTOR** shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. **COUNTY**, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the **COUNTY**.

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

"Such insurance as is afforded by this policy shall be primary and 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.

Exhibit C

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

Exhibit D

HIPAA PRIVACY BUSINESS ASSOCIATE ADDENDUM

1. Use and Disclosure of Protected Health Information
Except as otherwise provided in this Amendment, the Contractor may use or disclose protected health information (“PHI”) to perform functions, activities or services for or on behalf of the County, as specified in the underlying agreement, provided that such use or disclosure does not violate the Privacy Rule. The uses and disclosures of PHI may not exceed the limitations applicable to the County under the regulations except as authorized for management, administrative or legal responsibilities of the Contractor. [45 Code of Federal Regulations sections 164.502(e), 164.504(e)(2)(i)(A) and (B), 164.506, 164.508, 164.510, 164.512 and 164.514]
2. Further Disclosure of PHI
The Contractor shall not use or further disclose PHI other than as permitted or required by the underlying Agreement, or as required by law. [45 Code of Federal Regulations sections 164.502, 164.504(e)(2)(i) and (e)(2)(ii)(A), 164.506, 164.508, 164.510, 164.512 and 164.514]
3. Safeguarding PHI
The Contractor shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the underlying Agreement. [45 Code of Federal Regulations sections 164.504(e)(2)(ii)(B), 164.530(c)(2)]
4. Unauthorized use or Disclosure of PHI
The Contractor shall report to the County any use or disclosure of PHI not provided for by the underlying Agreement or otherwise in violation of the Privacy Rule. [45 Code of Federal Regulations sections 164.504(e)(2)(ii)©]
5. Agents and Subcontractors of the Business Associate
The Contractor shall ensure that any agent, including a subcontractor, to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, shall comply with the same restrictions and conditions that apply through the underlying Agreement to the Contractor with respect to such information. [45 Code of Federal regulations sections 164.504 (e)(2)(ii)(D)]
6. Access to PHI
At the request of the County, and in the time and manner designated by the County, the Contractor shall provide access to PHI in a Designated Record Set to an Individual or the County to meet the requirements of 45 Code of Federal section 164.524.
7. Amendments to Designated Record Sets
The Contractor shall make any amendment(s) to PHI in a designated Record Set that the County directs or at the request of the Individual, and in the time and manner designated by the county in accordance with 45 Code of Federal Regulations section 164.526.

Exhibit D

8. Documentation of Uses and Disclosures

The Contractor shall document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by Contractor and its agents or subcontractors for at least six years prior to the request, but not before the compliance date of the Privacy Rule.
9. Accounting Disclosure

The Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with 45 Code of Federal Regulations section 164.528, to permit the County to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.
10. Records Available to Covered Entity and Secretary

The Contractor shall make available records related to the use, disclosure, and privacy protection of PHI received from the County, or created or received by the Contractor on behalf of the County, to the County or to the Secretary of the United States Department of Health and Human Services for purposes of investigating or auditing the County's compliance with the privacy requirements, in the time and manner designated by the County of the Secretary.
11. Destruction of PHI
 - a. Upon termination of the underlying Agreement for any reason, the Contractor shall:
 - (1) Return all PHI received from the County, or created or received by the Contractor on behalf of the County required to be retained by the Privacy Rule; or
 - (2) Return or destroy all other PHI received from the County, or created or received by the Contractor on behalf of the County.

This provision also shall apply to PHI in possession of subcontractors of agents of the Contractor. The contractor, its agents or subcontractors shall retain no copies of the PHI. However, Contractor, its agents or subcontractors shall retain all protected information throughout the term of the underlying Agreement and shall continue to maintain the information required under Section 8 of this Exhibit for a period of six years after termination of the underlying Agreement.

- b. In the event the Contractor determines that returning or destroying the PHI is not feasible, the Contractor shall provide the County notification of the conditions that make return or destruction not feasible. If the County agrees that the return of the PHI is not feasible, the Contractor shall extend the protections of this Exhibit to such

Exhibit D

PHI and limit further use and disclosures of such PHI for so long as the Contractor, or any of its agents or subcontractors, maintains such PHI. [45 code of federal Regulations sections 164.504(e)(2)(ii)(I)]

12. Amendments

The Parties agree to take such action as is necessary to amend the underlying Agreement as necessary for the County to comply with the requirements of the Privacy Rule and its implementing regulations.

13. Mitigation of Disallowed Uses and Disclosures

The Contractor shall mitigate, to the extent practicable, any harmful effect that is know to the Contractor of a use or disclosure of PHI by the Contractor in violation of the requirements of the underlying Agreement or the Privacy Rule. [45 Code of Federal Regulations sections 164.530(f)]

14. Termination of Agreement

The County shall terminate the underlying Agreement upon knowledge of a material breach by the contractor of which the Contractor fails to cure. [45 code of Federal Regulations sections 164.504(e)(2)(iii)]

15. Definitions

Terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those in the Privacy Rule.

16. Interpretation

Any ambiguity in this Exhibit shall be resolved to permit County to comply with the Privacy Rule.

REVENUE CONTRACT

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board.

- D1. Fiscal Year..... 06-07
- D2. Budget Unit Number 043
- D3. Requisition Number
- D4. Department Name..... Alcohol, Drug, & Mental Health
- D5. Contact Person Jack Juntunen
- D6. Telephone..... (805) 681-4090

- K1. Contract Type (*check one*): Personal Service Capital
- K2. Brief Summary of Contract Description/Purpose PC 1000 Program Services
- K3. Original Contract Amount..... \$750.00 (PROJECTED REVENUE)
- K4. Contract Begin Date..... 7/1/2006
- K5. Original Contract End Date 6/30/2007
- K6. Amendment History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose

- B1. Is this a Board Contract? (*Yes/No*) Yes
- B2. Number of Workers Displaced (*if any*) N/A
- B3. Number of Competitive Bids (*if any*) N/A
- B4. Lowest Bid Amount (*if bid*) N/A
- B5. If Board waived bids, show Agenda Date N/A
and Agenda Item Number
- B6. Boilerplate Contract Text Unaffected? (*Yes / or cite*)

- F1. Encumbrance Transaction Code..... 1701
- F2. Current Year Encumbrance Amount \$750.00 (PROJECTED REVENUE)
- F3. Fund Number 0044
- F4. Department Number 043
- F5. Division Number (*if applicable*)
- F6. Account Number 7460
- F7. Cost Center number (*if applicable*)
- F8. Payment Terms.....

- V1. Vendor Numbers (A=Auditor; P=Purchasing)
- V2. Payee/Contractor Name Charles Golodner Counseling Group
- V3. Mailing Address 301 S. Miller, Suite #105
- V4. City, State (two-letter) Zip (include +4 if known) Santa Maria, CA 93454
- V5. Telephone Number 805-349-2255
- V6. Contractor's Federal Tax ID Number (*EIN or SSN*) 77-0076543
- V7. Contact Person Charles Golodner, Exec. Director
- V8. Workers Comp Insurance Expiration Date..... 7/1/2006
- V9. Liability Insurance Expiration Date[s] (*G=Genl*; 5/20/2006
- V10. Professional License Number
- V11. Verified by (name of county staff) Jack Juntunen
- V12. Company Type (*Check one*): Sole Proprietorship Partnership Corporation

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

Date: _____ Authorized Signature: _____