

**Attachment A:**  
**CADA FFY 2017-2020**  
**Agreement**

# Board Contract Summary

BC \_\_\_\_\_

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

D1.	Fiscal Year .....	FFYS 2017-2020
D2.	Department Name .....	PROBATION
D3.	Contact Person .....	TANJA HEITMAN
D4.	Telephone .....	(805) 739-8537

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose .....	PROVIDE VARIOUS TREATMENT SERVICES FOR VETERANS REFERRED BY THE VETERANS TREATMENT COURT
K3.	Department Project Number .....	
K4.	Original Contract Amount .....	\$ 245,970.00
K5.	Contract Begin Date .....	9/30/2017
K6.	Original Contract End Date .....	9/29/2020
K7.	Amendment? (Yes or No) .....	No
K8.	- New Contract End Date .....	
K9.	- Total Number of Amendments .....	
K10.	- This Amendment Amount .....	\$
K11.	- Total Previous Amendment Amounts .....	\$
K12.	- Revised Total Contract Amount .....	\$

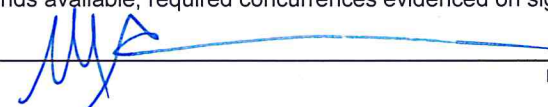
B1.	Intended Board Agenda Date .....	
B2.	Number of Workers Displaced (if any) .....	
B3.	Number of Competitive Bids (if any) .....	
B4.	Lowest Bid Amount (if bid) .....	
B5.	If Board waived bids, show Agenda Date .....	
	and Agenda Item Number .....	
B6.	Boilerplate Contract Text Changed? (If Yes, cite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

F1.	Fund Number .....	0001
F2.	Department Number .....	022
F3.	Line Item Account Number .....	7460
F4.	Project Number (if applicable) .....	VETS
F5.	Program Number (if applicable) .....	4099
F6.	Org Unit Number (if applicable) .....	4200
F7.	Payment Terms .....	NET 30

V1.	Auditor-Controller Vendor Number .....	710170
V2.	Payee/Contractor Name .....	COUNCIL ON ALCOHOLISM AND DRUGS
V3.	Mailing Address .....	P O BOX 28
V4.	City State (two-letter) Zip (include +4 if known) .....	SANTA BARBARA, CA 93102
V5.	Telephone Number .....	(805) 722-1303
V6.	Vendor Contact Person .....	WIM VERKAIK
V7.	Workers Comp Insurance Expiration Date .....	3/12/18
V8.	Liability Insurance Expiration Date .....	6/2/18
V9.	Professional License Number .....	
V10.	Verified by (print name of county staff) .....	

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

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

Date: 9/11/17 Authorized Signature: 

## **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

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

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

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

### **1. DESIGNATED REPRESENTATIVE**

Tanja Heitman, Deputy Chief Probation Officer, at phone number (805) 739-8537 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Wim Verkaik at phone number (805) 722-1303 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

### **2. NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:                    Santa Barbara County Probation Department  
   117 E. Carrillo St.  
   Santa Barbara, CA 93101-2061  
   Attention: Tanja Heitman, Deputy Chief Probation Officer

To CONTRACTOR: Council on Alcoholism and Drug Abuse  
   232 East Canon Perdido Street, Santa Barbara, CA 93102  
   Mail Address: PO Box 28, Santa Barbara, CA 93102  
   Attention: Wim Verkaik

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

### **3. SCOPE OF SERVICES**

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

#### **4. TERM**

CONTRACTOR shall commence performance on September 30, 2017 and end performance upon completion, but no later than September 29, 2020 unless otherwise directed by COUNTY or unless earlier terminated.

#### **5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

#### **6. INDEPENDENT CONTRACTOR**

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

#### **7. STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

#### **8. DEBARMENT AND SUSPENSION**

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

## **9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

## **10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. 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.

## **11. MANDATORY DISCLOSURE**

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S. C. 3321.)

## **12. 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.

### **13. 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.

### **14. 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.

### **15. 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.

### **16. INDEMNIFICATION AND INSURANCE**

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

## **17. 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.

## **18. 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.

## **19. 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.

## **20. 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.

#### **21. 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.

#### **22. 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.

#### **23. 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.

#### **24. TIME IS OF THE ESSENCE**

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

#### **25. 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.

#### **26. 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.

### **27. 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.

### **28. 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.

### **29. 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.

### **30. 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.

### **31. 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.

### **32. 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.

### **33. PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

Joan Hartmann  
Board of Supervisors

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

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

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

Beverly A. Taylor, Acting Chief  
Santa Barbara County Probation

**CONTRACTOR:**

Council on Alcoholism and Drug Abuse  
Ed Stonefelt, President/CEO

By:   
Department Head

By:   
Authorized Representative

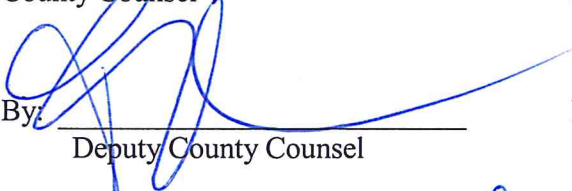
Name: Ed Stonefelt  
Title: President / CEO

**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

### STATEMENT OF WORK

- I. CONTRACTOR shall provide the following services to veteran offenders identified and referred by the Veterans Treatment Court (VTC). CONTRACTOR will administer assessments and coordinate the Veterans Mentor Program.**

**A. Service Component:**

1. CONTRACTOR will provide gender specific/co-occurring Outpatient (OP) and Intensive Outpatient (IOP) alcohol and other drug (AOD) treatment services to assist adult Veteran clients in obtaining and maintaining sobriety. Treatment services will include best practice individual and group counseling utilizing Living in Balance, Moral Reconciliation Therapy (MRT) and Seeking Safety Outpatient Treatment (IOT); substance abuse services, including individual and group counseling; and case management. CONTRACTOR shall be licensed as a Non-residential Outpatient Program.
2. CONTRACTOR shall provide enhanced recovery support services through individual sessions and Seeking Safety gender specific groups to veteran offenders.

**B. Description of Component:**

1. Gender specific/co-occurring groups ranging from 30-90 minutes will be available to groups of up to twelve (12) clients per group. The group will focus on Living in Balance and MRT in accordance with the MRT training and model requirements. The substance abuse treatment will include the use of a relapse prevention workbook and lessons. The group will be staffed by an MRT certified person that is employed by CONTRACTOR.
2. Substance abuse treatment will include individual counseling sessions to support the drug and alcohol treatment programs.
3. Gender specific support groups addressing trauma utilizing the evidence-based Seeking Safety curriculum.
4. CONTRACTOR shall be trained in and utilize Motivational Interviewing (MI) techniques.

**C. Units of Service:**

1. CONTRACTOR shall provide individual services to up to fifty (50) offenders. Gender Specific Seeking Safety groups are to be delivered one time per week, for each group. Groups are to alternate between genders, or as needed based on population.

D. Location of Service:

1. Council on Alcohol and Drug Abuse, 133 E. Haley Street, Santa Barbara, CA 93101

E. Treatment Position(s) Title:

1. Drug and Alcohol Treatment Counselor (.5 FTE).

F. Qualifications of Position:

1. Treatment staff hired to work directly with clients shall have competence and experience in working with veterans with substance use disorders and co-occurring disorders, as required by State of California Department of Alcohol and Drug Programs. Additionally, Treatment Counselors must be fully trained to facilitate the MRT curriculum and must be at a minimum, a licensed Marriage and Family Therapist (MFT), or have a Masters of Social Work (MSW), or an intern receiving clinical supervision from a licensed mental health professional, or a State of California Certified Drug and Alcohol Counselor who is receiving clinical supervision from a licensed mental health professional.
2. CONTRACTOR shall ensure that the Treatment Counselor is fully trained to facilitate the Seeking Safety curriculum and is at a minimum a Marriage and Family Therapist (MFT), Intern receiving clinical supervision from a license mental health professional, or a State of California Certified Drug and Alcohol Counselor who is receiving clinical supervision from a licensed mental health professional.
3. CONTRACTOR shall ensure that all staff providing services are fully trained and certified in the specific curriculum being utilized. CONTRACTOR will also ensure that all staff receive appropriate clinical supervision.
4. CONTRACTOR shall notify COUNTY of any staffing changes.

G. Budgeted Service Level:

1. CONTRACTOR will provide a maximum of 200 group sessions at a rate of \$25.00 per group, not to exceed \$5,000.
2. CONTRACTOR will complete Government Performance and Results Act (GPRA) assessments on all veterans referred through VTC at intake, at 6 months post intake, and at discharge.

H. Performance Measures:

1. Eighty-five (85%) of individual intake appointments and assessments with clients by CONTRACTOR will occur within one week of referral from COUNTY.
2. CONTRACTOR shall collect the GPRA at intake, at 6-months post intake, and at discharge with no less than eighty (80%) follow-up rate.

3. CONTRACTOR shall provide COUNTY with data correlating to these performance measures on a quarterly basis, beginning January 1, 2018.

**II. CONTRACTOR shall provide the following services for Detoxification (Detox) to veterans referred through VTC and funded through the SAMSHA Grant.**

A. Service component:

1. CONTRACTOR shall provide VTC referred clients with services that shall include, but are not limited to, the following:
  - a. A supervised alcohol and drug free environment;
  - b. Active affiliation with AA programs;
  - c. Supportive Social Services;
  - d. Structured and group activities;
  - e. Lessons on basic health and personal hygiene maintenance;
  - f. Monitoring of medications;
  - g. Residential detox for up to fourteen (14) days, as needed. Because of the close proximity of the residential detox facilities to the family transitional living environments, CONTRACTOR will not assist sexual offenders of any type. CONTRACTOR and COUNTY will ensure that all clients receive medical clearance before admission to a residential detox facility; and;
  - h. Random drug screening to verify continued abstinence
2. CONTRACTOR will ensure that all staff receive appropriate clinical supervision.

B. Budgeted Service Level:

1. CONTRACTOR will provide a maximum of 100 days at a rate of \$50 per day, not to exceed \$5,000.

C. Performance Measures:

1. CONTRACTOR will assure that ninety percent (90%) of clients that are referred will successfully complete the Detox Program.
2. CONTRACTOR will assure that ninety percent (90%) of clients that are successfully discharged from Detox will receive a written discharge and aftercare plan completed by CONTRACTOR within two (2) days before discharge.
3. CONTRACTOR shall provide data correlating to these performance measures to COUNTY on a quarterly basis, beginning January 1, 2018.

**III. CONTRACTOR shall provide the following services for Residential Drug and Alcohol Treatment to veteran offenders under probation supervision, funded through the SAMHSA Grant.**

**A. Service Component:**

1. CONTRACTOR will provide Residential Drug and Alcohol treatment, to veteran offenders referred by VTC. Treatment will include evidence-based cognitive behavioral programming for substance abuse which targets a reduction in recidivism.
2. CONTRACTOR shall accept all referrals for individuals other than those offenders who have been previously banned from the facility as part of this Agreement or those required to register as a sex offender pursuant to the Sex Offender Registration Act (California Penal Code 290 et seq.) While every effort shall be made to accept VTC referrals CONTRACTOR may, at its option, refuse referrals based on previous history or unsuitability of clients for the communal living environment. CONTRACTOR shall notify COUNTY of any refusal.

**B. Description of Component:**

1. CONTRACTOR shall maintain compliance with all Residential Drug and Alcohol Treatment Program requirements as mandated by California Department of Health Care Services and in accordance with CONTRACTOR's License # 420042EN.
2. CONTRACTOR shall meet all applicable California health, safety and fire code standards to include, but not limited to, the requirements under California Health and Safety Code Sections 13113.7 and 17910 - 17995.5.
3. CONTRACTOR must maintain Policy and Procedures governing staff conduct, client rights, client co-pay, client property, and other matters pertaining to rules affecting the living conditions or privileges of the client. A signed copy of the client's rights must be given to the client at intake by CONTRACTOR.
4. CONTRACTOR shall report all discharges, departures, and program violations to COUNTY immediately, or within 24 hours.
5. CONTRACTOR shall inform COUNTY, within twenty-four (24) hours upon learning of any allegation, of staff misconduct and/or sexual conduct between client and staff, and/or client and client. CONTRACTOR shall respect the rights of clients and staff, conduct appropriate investigations so that facts can be ascertained, ensure that staff be cleared if the allegation is found to be without merit, ensure that offending staff be dealt with appropriately, and that corrective action be taken if necessary to reduce the possibility of future occurrences. CONTRACTOR shall keep COUNTY informed and shall cooperate with COUNTY in the investigation and resolution of the situation.
6. CONTRACTOR shall not require the client to relinquish any part of any government aid while in the program unless reviewed and approved by COUNTY.
7. CONTRACTOR will provide clients with a full range of services which include but are not limited to, individualized treatment plans, individual counseling, group therapy,

education and awareness, family involvement, 12-step meetings, acupuncture and amino acid therapy, and aftercare support.

8. Contractor will maintain data on all referred clients which will include, but not be limited to, offender specific case plan and goals, progress towards those goals, and program exit outcomes and exit status.

C. Budgeted Service Level:

1. CONTRACTOR will provide a maximum of 100 days at a rate of \$300 per day, not to exceed \$30,000.

D. Location of Service:

1. 1020 Placido Avenue, Santa Barbara, CA 93101

E. Performance Measures:

1. CONTRACTOR will assure that ninety percent (90%) of clients that are referred will successfully complete the Residential Drug and Alcohol Treatment Program.
2. CONTRACTOR will assure that ninety percent (90%) of clients that are successfully discharged from Residential Treatment Program will receive a written discharge and aftercare plan completed by CONTRACTOR within two (2) days before discharge.
3. CONTRACTOR shall provide COUNTY with data correlating to these performance measures will be provided to the COUNTY on a quarterly basis, beginning January 1, 2018.

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

- A. CONTRACTOR will accept all referrals and upon receipt of referral will enroll the client within two (2) business days.
- B. CONTRACTOR shall conduct an individual intake and discharge appointment with the client. Intake and discharge will include California Outcomes Measurement Service (CalOMS) and ShareCare data input.
- C. CONTRACTOR will complete an Addiction Severity Index (ASI) and an individual treatment plan for each client.
- D. CONTRACTOR will process weekly individual progress notes on each client.
- E. CONTRACTOR will ensure that each client signs Consent to Release Information and Consent to Treatment/Follow-Up forms.
- F. CONTRACTOR shall document group participation in participant files for all attendees and submit a group sign-in log that will be provided to COUNTY with each monthly invoice.

- G. CONTRACTOR shall conduct discharge planning. The plan shall include recommendations for post-discharge, linkages to other services, if appropriate, reason for discharge, and clinical discharge summary.
- H. On a case-by-case basis, the following may be cause for client exclusion from the program: client threat of or actual violence, or rude or disruptive behavior that cannot be redirected.

**V. OTHER SERVICE REQUIREMENTS:**

**A. Criminal Records Check:**

1. Ensure that all existing staff and prospective staff and volunteers performing services as part of, related to, or in connection with this Agreement have a criminal record check and pay for any and all associated costs. The criminal record check shall be through one of the local law enforcement agencies and consist of a local law enforcement record check, a California Department of Motor Vehicle check, and a Live Scan submitted to the California Department of Justice (CDOJ). CONTRACTOR shall complete and submit the Staff Records Check form (attached hereto as ATTACHMENT A-1) as appropriate for existing and prospective staff or volunteers.
2. Prospective CONTRACTOR staff or volunteer may commence services only after the results of the live scan have been received and the person is deemed suitable for work by COUNTY.
3. Failure by CONTRACTOR to comply with the criminal records check requirements may result in withholding of invoice payments until compliant.

**B. Staff Professional Standards:**

1. Warrant that all employees and volunteers under this contract have background, training, work experience, licenses, and supervision necessary for the performance of services in a manner of, and according to the standards observed by, a practitioner of the same profession and in keeping with all Federal, State and County Laws. CONTRACTOR shall provide a list of current employees and copies of permits, licenses, certifications or other documents certifying staff training and qualifications upon demand from COUNTY.
2. CONTRACTOR will ensure that treatment staff is AOD (alcohol and other drugs) state certified.

**C. Drugs and Alcohol:**

1. CONTRACTOR shall not allow the use or possession of drugs, including alcohol, in the workplace or facility.



D. Incident Reporting:

1. CONTRACTOR shall report to COUNTY within 24 hours (excluding holidays and weekends) any notable incidents occurring while clients are receiving services under this contract pursuant to the following outline:
  - a. Physical confrontation between staff and client, between clients, clients and non-staff, between staff and non-staff, and any threats of violence, including self-inflicted violence.
  - b. Any law violation.
  - c. Possession of any illegal drugs, paraphernalia, weapons or other contraband.
  - d. Failure or refusal to participate in program.
  - e. Participant discharge or disqualified from program and reasons for said discharge or disqualification.

E. Confidentiality:

1. CONTRACTOR shall maintain the confidentiality of client records and/or client information pursuant to: Title 42 United States Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Sections 14100.2, 5328, and 827; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Penal Code (PC) Sections 11140, 11142, 1203.65, and 13330. Client records and/or information must comply with all appropriate State and Federal requirements. CONTRACTOR shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of these services or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
2. CONTRACTOR will adhere to the Health Insurance Portability and Accountability Act of 1996 (HIPPA) regulations, develop and maintain comprehensive patient confidentiality policies and procedures, and demonstrate reasonable effort to secure written and/or electronic client information.

F. Status Reports:

1. CONTRACTOR shall provide written status reports on forms provided by COUNTY upon request, and delivered to such places and times as directed by COUNTY.

G. Aggregate Outcomes:

1. CONTRACTOR must be mindful and work toward the following aggregate outcomes of VTC which include: reducing or eliminating anti-social behavior and ideation, as well as reducing or eliminating criminal behavior.

H. Training:

1. CONTRACTOR will insure all its employees maintain a valid First Aid and CPR certification.
2. CONTRACTOR staff will participate in at least one (1) training on Evidence-Based Practices per year in addition to any training requirements related to the intervention curriculum certification.

**VI. SUBRECEPIENT REQUIREMENTS:**

1. CONTRACTOR agrees to comply with all terms, conditions, and requirements set forth in **Attachment A-1(a)**, "Assurances – Non Construction Programs – OMB Number: 4040-0007"; **Attachment A-1(b)**, "Assurance of Compliance with SAMHSA Charitable Choice Statutes and Regulations SMA 170"; and **Attachment A-1(c)**, Assurance of Compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and Section 1557 of the Affordable Care Act, attached and incorporated herein as if set forth in full.
2. CONTRACTOR shall comply with the requirements of Title 2, Code of Federal Regulations, Part 200 which are incorporated by reference in this award.
3. CONTRACTOR agrees to and adopts the Federal Award Identification Information as set forth in Attachment A-2 to the Statement of Work.



### ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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Prescribed by OMB Circular A-102

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  Tanja Heitman	TITLE  Deputy Chief Probation Officer
APPLICANT ORGANIZATION  County of Santa Barbara	DATE SUBMITTED  12/11/2016

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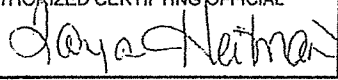
**ASSURANCE  
of Compliance with SAMHSA Charitable Choice  
Statutes and Regulations  
SMA 170**

**REQUIRED ONLY FOR APPLICANTS APPLYING FOR GRANTS THAT FUND  
SUBSTANCE ABUSE TREATMENT OR PREVENTION SERVICES**

SAMHSA's two Charitable Choice provisions [Sections 581-584 and Section 1955 of the Public Health Service (PHS) Act, 42 USC 290k, et seq., and 42 USC 300x-65 et seq., respectively] allow religious organizations to provide SAMHSA-funded substance abuse services without impairing their religious character and without diminishing the religious freedom of those who receive their services. These provisions contain important protections both for religious organizations that receive SAMHSA funding and for the individuals who receive their services, and apply to religious organizations and to State and local governments that provide substance abuse prevention and treatment services under SAMHSA grants.

As the duly authorized representative of the applicant, I certify that the applicant:

Will comply, as applicable, with the Substance Abuse and Mental Health Services Administration (SAMHSA) Charitable Choice statutes codified at sections 581-584 and 1955 of the Public Health Service Act (42 U.S.C. §§290kk, et seq., and 300x-65) and their governing regulations at 42 C.F.R. part 54 and 54a respectively.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL Tanja Heitman 	TITLE Deputy Chief Probation Officer
APPLICANT ORGANIZATION Santa Barbara County Probation Department	DATE SUBMITTED May 22, 2017



DEPARTMENT OF HEALTH AND HUMAN SERVICES
ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE DISCRIMINATION ACT OF 1975, AND SECTION 1557 OF THE AFFORDABLE CARE ACT

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the U.S. Department of Health and Human Services.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

- 1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Section 1557 of the Affordable Care Act (Pub. L. 111-148), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92), to the end that, in accordance with Section 1557 and the Regulation, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any health program or activity for which the Applicant receives Federal financial assistance from the Department.

The Applicant agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Applicant, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. The Applicant further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person whose signature appears below is authorized to sign this assurance and commit the Applicant to the above provisions.

Date

Signature of Authorized Official

Please mail form to:

Name and Title of Authorized Official (please print or type)

U.S. Department of Health & Human Services
Office for Civil Rights
200 Independence Ave., S.W. Room 509F
Washington, D.C. 20201

Name of Agency Receiving/Requesting Funding

Street Address

City, State, Zip Code

## EXHIBIT B

### PAYMENT ARRANGEMENTS Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$245,970.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A and ATTACHMENT A-1** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **ATTACHMENT B-1** (Schedule of Fees). Invoices submitted for payment that are based upon **ATTACHMENT B-1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A and ATTACHMENT A-1**.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **ATTACHMENT B-1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

#### E. CONTRACTOR MONTHLY INVOICING REQUIREMENTS

##### 1. Invoice Format:

Monthly invoices shall be in a COUNTY pre-approved format. The invoice shall list costs by staff position (including total hours by position) and operating expense and equipment costs consistent with the line items on the attached ATTACHMENT B-1. All costs claimed by CONTRACTOR for reimbursement by COUNTY shall be identified in the specific format required by COUNTY.

##### 2. Invoice Linkage to ATTACHMENT B-1 Budget Positions:

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

##### 3. Invoice Timely Submission:

CONTRACTOR shall submit monthly invoices by the tenth of each subsequent month to the COUNTY DESIGNATED REPRESENTATIVE (i.e. representative listed in paragraph 2, Notices, of the main body of this Agreement).



4. Invoice Signature:

Invoices shall be signed and dated by an authorized CONTRACTOR's Designated Representative, as well as, identifying the name and title of the CONTRACTOR's Designated Representative preparing the invoice.

5. Client Monthly Status Report Format:

Client Monthly Status Report shall be in a COUNTY pre-approved format and shall list client first and last names, PIN, date of referral, date of enrollment, number of individual/group sessions attended, cumulative monthly attendance, date of discharge, exit status, and comments. Client Monthly Status Report shall be provided to COUNTY with each monthly invoice.

**IMPORTANT: Monthly invoices will not be considered valid until copies of all required Client Monthly Status Reports are received by the COUNTY.**

6. Copies of Payroll Ledgers, Timecards, and Group/Individual Sign-In Logs:

Copies of payroll ledgers and timecards for the invoice service period for each CONTRACTOR's Designated Representative directly claimed on the invoice, as well as group/individual sign-in logs, shall be attached to the invoice. CONTRACTOR shall be notified if any invoice is missing copies of required payroll ledgers, timecards, and group/individual sign-in logs. **IMPORTANT: Monthly invoices will not be considered valid until copies of all required payroll ledgers, timecards, and group/individual sign-in logs are received by the COUNTY.**

7. Administrative/Overhead Costs:

Allocated Administrative/Overhead costs shall not be reimbursable and shall not be claimed unless such costs are identified and budgeted in ATTACHMENT B-1 of this Agreement.

8. Administrative/Overhead Documentation:

Annually, COUNTY may require the CONTRACTOR to submit written documentation to support the calculation of the set percentage and basis used to allocate administrative/overhead costs for the fiscal year in question, as well as, identifying all administrative/overhead costs by line item and by staff position for salaries.

9. Board of Directors List:

To the first monthly invoice submitted under this Agreement, the CONTRACTOR shall attach a list of the CONTRACTOR's Board of Directors including addresses, phone numbers and titles of officers who are members of the Board. **IMPORTANT: No invoice shall be considered valid until a copy of this list of the Board of Directors is received by the COUNTY.**

F. OTHER FINANCIAL REQUIREMENTS:

1. CPA Prepared Financial Audit Report.

CONTRACTOR shall provide a copy of the most recent CONTRACTOR financial audit report and related management letter (prepared by a Certified Public Accountant) to the County along with the first monthly invoice under this Agreement and annually thereafter with the same calendar month invoice if this Agreement covers multiple years. The submission of the aforementioned audit report and management letter shall be a condition precedent for payment for each year covered by this Agreement.

2. Delivery of Service Commitment.

CONTRACTOR is expected to deliver the level of services (by fiscal year) as specified on the attached ATTACHMENT B-1. CONTRACTOR understands and acknowledges that the failure to timely expend funds for any given fiscal year of this Agreement may jeopardize the ability to meet performance measures or legal requirements and may raise questions about the need for services and viability of providing funds for these services.

3. Fiscal Records.

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the CONTRACTOR's performance of the Agreement in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from support documentation to the accounting record to the financial reports and billings. CONTRACTOR shall keep such records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and as required by law and shall maintain such records for the greater of four (4) years following the termination of this Agreement or as otherwise stated by law and shall be subject to examination and audit by authorized State or COUNTY representatives at any time during CONTRACTOR's regular business hours upon reasonable notice.

4. Inspection of Records.

Make sure books, records, documents and other evidence is available to the COUNTY, or its Designated Representative, during the term of the Agreement or final audit, and for four (4) years after the termination of this Agreement or as otherwise required by law, whichever is later, and provide suitable facilities for access, monitoring, inspection, and copying thereof.

5. Access to Staff and Facilities.

Permit the COUNTY, or its Designated Representative, to have access to CONTRACTOR's staff and facilities wherever CONTRACTOR has been or is performing this Agreement and shall provide proper facilities for access, monitoring and inspection.

**ATTACHMENT B-1  
SCHEDULE OF FEES**

**Veteran Treatments for Referrals from Veteran Treatment Court (9/30/2017 to 9/29/2018)**

**Veteran Treatment:**

Treatment Counselor .5 FTE		20,800
Benefits @ 25%		<u>5,200</u>
	Salaries and Benefits	26,000
Indirect Cost @ 10%		<u>2,600</u>
	Total Salaries and Benefits with 10% ICRP	28,600

**Treatment Provision:**

Social Model Detox (\$50/day x 100 days)		5,000
Short-term Residential Treatment (\$300/day x 100 days)		30,000
Gender Specific/Co-Occuring Groups (\$25/group x 200 group sessions)		<u>5,000</u>
	Total Treatment Provision:	40,000

**Veteran Mentor (Peer Recovery Support Services):**

Lead Veteran Mentor (\$15/hour x 33 hours x 12 months)		5,940
Purple Star Mentor Training Enrollment Fee		1,250
Training Materials		<u>200</u>
	Total Veteran Mentor:	7,390

**Evidence Based Practices Training and Curriculum:**

Seeking Safety (5 x \$160/training + 5 X \$50 in books)		1,050
Moral Reconation Therapy (5 x \$600/training + 5 X \$30/book)		3,150
Living in Balance (3 X \$600/training)		<u>1,800</u>
		6,000

**Total Contract Maximum 9/30/17 to 9/29/18: 81,990**

**Veteran Treatments for Referrals from Veteran Treatment Court (9/30/2018 to 9/29/2019)**

**Veteran Treatment:**

Treatment Counselor .5 FTE	20,800
Benefits @ 25%	<u>5,200</u>
	Salaries and Benefits
	<u>26,000</u>
Indirect Cost @ 10%	<u>2,600</u>
	Total Salaries and Benefits with 10% ICRP
	<u>28,600</u>

**Treatment Provision:**

Social Model Detox (\$50/day x 100 days)	5,000
Short-term Residential Treatment (\$300/day x 100 days)	30,000
Gender Specific/Co-Occuring Groups (\$25/group x 200 group sessions)	<u>5,000</u>
	Total Treatment Provision:
	<u>40,000</u>

**Veteran Mentor (Peer Recovery Support Services):**

Lead Veteran Mentor (\$15/hour x 33 hours x 12 months)	5,940
Purple Star Mentor Training Enrollment Fee	1,250
Training Materials	<u>200</u>
	Total Veteran Mentor:
	<u>7,390</u>

**Evidence Based Practices Training and Curriculum:**

Seeking Safety (5 x \$160/training + 5 X \$50/book)	1,050
Moral Reconciliation Therapy (5 x \$600/training + 5 X \$30/book)	3,150
Living in Balance (3 X \$600/training)	<u>1,800</u>
	Total EBP Training:
	<u>6,000</u>

**Total Contract Maximum 9/30/18 to 9/29/19: 81,990**

**Veteran Treatments for Referrals from Veteran Treatment Court (9/30/2019 to 9/29/2020)**

**Veteran Treatment:**

Treatment Counselor .5 FTE	20,800
Benefits @ 25%	<u>5,200</u>
	Salaries and Benefits 26,000
Indirect Cost @ 10%	<u>2,600</u>
	Total Salaries and Benefits with 10% ICRP <u>28,600</u>

**Treatment Provision:**

Social Model Detox (\$50/day x 100 days)	5,000
Short-term Residential Treatment (\$300/day x 100 days)	30,000
Gender Specific/Co-Occuring Groups (\$25/group x 200 group sessions)	<u>5,000</u>
	Total Treatment Provision: 40,000

**Veteran Mentor (Peer Recovery Support Services):**

Lead Veteran Mentor (\$15/hour x 33 hours x 12 months)	5,940
Purple Star Mentor Training Enrollment Fee	1,250
Training Materials	<u>200</u>
	Total Veteran Mentor: 7,390

**Evidence Based Practices Training and Curriculum:**

Seeking Safety (5 x \$160/training + 5 X \$50/book)	1,050
Moral Reconciliation Therapy (5 x \$600/training + 5 X \$30/book)	3,150
Living in Balance (3 X \$600/training)	<u>1,800</u>
	Total EBP Training: 6,000

Total Contract Maximum 9/30/19 to 9/29/20: **81,990**

**RECAP**

Year 1	9/30/2017 to 9/29/2018	\$	81,990
Year 2	9/30/2018 to 9/29/2019	\$	81,990
Year 3	9/30/2019 to 9/29/2020	\$	<u>81,990</u>
Total Contract Maximum (9/30/17 to 9/29/2020):		\$	245,970

**ATTACHMENT B-2**

**Federal Award Identification Information (Applicable to Subaward)**

i. Subrecipient Name (which must match the registered name in DUNS)		Council on Alcoholism and Drug Abuse
ii. Subrecipient DUNS number		80788585000000
iii. Federal Award Identification Number (FAIN)		TI080118
iv. Federal Award Date		06/07/17
v. Subaward Period of Performance	Start Date	09/30/17
	End Date	09/29/20
vi. Amount of Federal Funds Obligated by this action		\$ 245,970.00
vii. Total Amt of Federal Funds Obligated to subrecipient		\$ 245,970.00
viii. Total Amount of the Federal Award		\$ 975,000.00
ix. Federal award project description*		Santa Barbara Veterans Entering Services (SB-VETS)
x. Name of Federal awarding agency,		Substance Abuse and Mental Health Services Administration
Pass through entity,		Santa Barbara County Probation Department
And contact information for awarding official		Jon Berg, Program Official (240)276-1660
xi. CFDA	Number	93-243
	Name	Substance Abuse and Mental Health Services Administration
xii. Is the award research and development?		No
xiii. Indirect cost rate for the Federal award (including if the de minimus rate is charged per §200.414 Indirect (F&A) costs.		10.0%

**EXHIBIT C**  
**Indemnification and Insurance Requirements**  
**(For Professional Contracts)**

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.



9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

## Contract Risk Assessment Worksheet

Contractor Name: The Council on Alcoholism and Drug Abuse  
 Board Contract No.:  
 Contracted Service: Treatment services for Veterans  
 Department: 022 Probation  
 Grant/Contract Manager: Sylvia Talaugon

Vendor Number: 710170  
 Contract Start Date: 9/30/2017  
 Contract End Date: 9/29/2020  
 Date: 8/16/2017

Risk Factors	Weight	Low (1)	Medium (3)	High (5)	Comments
1. Contract Size	2	<input type="radio"/> Small (less than \$100k)	<input checked="" type="radio"/> Medium (\$100K - \$500K)	<input type="radio"/> Large (over \$500K)	
2. Performance Period	1	<input type="radio"/> Less than 2 years	<input checked="" type="radio"/> 2 - 5 Years	<input type="radio"/> More than 5 years	
3. Contract Type	2	<input checked="" type="radio"/> Performance Based	<input type="radio"/> Fixed Price	<input type="radio"/> Cost Reimbursable	
4. Complexity of Contract Requirements	3	<input checked="" type="radio"/> Low Complexity	<input type="radio"/> Moderate Complexity	<input type="radio"/> High Complexity	
5. Contract Award	1	<input checked="" type="radio"/> Full and open competition with a large # of bidders or simplified acquisition	<input type="radio"/> Competitive acquisition with limited # of bidders	<input type="radio"/> Sole source	
6. Contractor	2	<input checked="" type="radio"/> Agency has significant experience with contractor and no significant issues	<input type="radio"/> Agency has experience with contractor, only minor issues, or new contractor	<input type="radio"/> Known issues with contractor, such as defaults; suspensions or debarments; past performance issues; significant audit findings on previous contracts; or past or ongoing investigations or lawsuits	
7. Contract Subject	2	<input type="radio"/> Not mission critical or not highly visible, sensitive, or potentially controversial	<input type="radio"/> Contract is moderately visible, sensitive, or controversial	<input checked="" type="radio"/> Contract is mission critical or is highly visible, sensitive, or potentially controversial	
8. Subcontractors	1	<input checked="" type="radio"/> Percent of work subcontracted is less than 25%	<input type="radio"/> Percent of work subcontracted is between 25% and 50%.	<input type="radio"/> Percent of work subcontracted is more than 50%	
9. Contracting Manager and/or County Department	2	<input checked="" type="radio"/> Previous audits or program reviews noted no significant deficiencies with the contract manager and/or department.	<input type="radio"/> Previous audits or program reviews noted moderate deficiencies with the contract manager and/or department.	<input type="radio"/> Previous audits or program reviews noted significant deficiencies with the contract manager and/or department.	
10. Fiscal Responsibility of Contractor	5	<input checked="" type="radio"/> Contractor has submitted AUDITED financial statements and tax returns	<input type="radio"/> Contractor has provided current financial statements and/or tax returns	<input type="radio"/> Contractor is unable to provide current financial statements and/or tax returns	
11. Federal/State or Other Program or Funding Requirements	5	<input type="radio"/> Program not funded by Federal/State (0%). No Federal/State funding & program requirements exist.	<input type="radio"/> Program partially funded by Federal/State (less than 50%). Federal/State funding & program requirements exist.	<input checked="" type="radio"/> Program mostly funded by Federal/State (50% or more) Federal/State funding & program requirements exist.	
12. Availability of Progress Reports	2	<input checked="" type="radio"/> Contractor is able to perform good and system-generated performance reports.	<input type="radio"/> Contractor is able to perform adequate or manually-generated performance reports.	<input type="radio"/> Performance is difficult to measure; or contractor is unable to perform adequate performance reports.	
13. Contract Modifications	1	<input checked="" type="radio"/> No modifications or modifications had little impact on cost and/or period of performance	<input type="radio"/> Modifications moderately increased cost and/or period of performance	<input type="radio"/> Modifications significantly increased cost and/or period of performance	
14. Program Longevity	2	<input type="radio"/> Existing with no changes within past year	<input type="radio"/> Existing with minimal changes within past year	<input checked="" type="radio"/> New or existing with significant changes	
15. Access to Personally Identifiable, Proprietary and/or Classified Information	2	<input type="radio"/> No requirement to access	<input type="radio"/> Limited requirement to access	<input checked="" type="radio"/> Requirement to access	
16. Other Risk Factor	0	<input type="radio"/> Other- Low Risk	<input checked="" type="radio"/> Other- Medium Risk	<input type="radio"/> Other- High Risk	
	33	33-48 = Low Risk	49-79 = Medium Risk	80-165 = High Risk	

Contract Risk =	83
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/2/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Eyman-Parker Insurance Brokers Inc License #0E44216 P O Box 3947 Fresno CA 93650		<b>CONTACT NAME:</b> Michelle Saake, CISR <b>PHONE (A/C, No. Ext):</b> (559) 222-7722 <b>E-MAIL ADDRESS:</b> msaake@jgparker.com <b>FAX (A/C, No.):</b> (559) 222-1724															
<b>INSURED</b> Council on Alcoholism and Drug Abuse P.O. Box 28 Santa Barbara CA 93102		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER B: New York Marine And General Ins Co</td> <td>16608</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Ins Co	18058	INSURER B: New York Marine And General Ins Co	16608	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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**COVERAGES**      **CERTIFICATE NUMBER:** 17-18 GL, BA, UMB, PL, WC      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1662066	6/2/2017	6/2/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Damage to Premises Rented \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK1662066	6/2/2017	6/2/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 10,000			PHUB586229	6/2/2017	6/2/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC201700010790	3/12/2017	3/12/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK1662066	6/2/2017	6/2/2018	Each Claim 1,000,000 Aggregate 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 County of Santa Barbara, its officers, officials, employees, agents and volunteers are an additional insured as respects to the General Liability per form PI-GLD-HS (10/11).

Primary & Non-contributory applies with respects to General Liability per form PI-GL- 005.

Waiver of Subrogation applies with respects to General Liability per form PI-GLD-HS (10/11).

<b>CERTIFICATE HOLDER</b>  Santa Barbara County Attn: Department of Behavioral Wellness 300 North San Antonio Road, Bldg. 3 Santa Barbara, CA 93110-1332	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  J Parker III/MSAAKE <i>J Parker III</i>
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## ADDITIONAL COVERAGES

Ref #	Description Professional Liability Each Incident	Coverage Code	Form No.	Edition Date
Limit 1 1,000,000	Limit 2 3,000,000	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Sexual Abuse Each Incident	Coverage Code	Form No.	Edition Date
Limit 1 1,000,000	Limit 2 3,000,000	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Uninsured motorist combined single limit	Coverage Code UMCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Medical payments	Coverage Code MEDPM	Form No.	Edition Date
Limit 1 5,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Experience Mod Factor 1	Coverage Code EXP01	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT:  
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

**A. Extended Property Damage**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

**a. Expected or Intended Injury**

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**B. Limited Rental Lease Agreement Contractual Liability**

**SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

**C. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

**D. Damage to Property You Own, Rent or Occupy**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**