



COUNTY OF SANTA BARBARA

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

ORDER	
CN18343	
Page No. 1 of 1	PO Date JUL/01/2015

REFER INQUIRIES TO BUYER:

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

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

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

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

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

TERMS	F.O.B.	SUPPLIER CODE	DELIVERY DATE	REQUESTED BY	REQ. NO.
NET 30	DESTINATION-PREPAY & ADD	03365	JUN/30/2016	AMY KRUEGER	CN17778

LN	QUANTITY	G/L ACCOUNT DESCRIPTION	PRICE/UNIT	EXTENSION
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1	1 LOT	0055+044+7659+3020+5310+	34,000.00 /LOT	34,000.00
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*CHILD ABUSE LISTENING & MEDIATION/SERVICE CONTRACT
GENERAL: CONTRACT FOR PROVIDING SOUTH COUNTY FAMILY DRUG TREATMENT COURT AS PER ORIGINAL STATEMENT OF WORK.
CONTRACT PERIOD: Start date, as directed. Termination date, as directed and NO LATER THAN JUNE 30, 2016.*

LIMITATIONS: Total expenditure for the period shall not exceed \$34,000.00. Any increase or decrease in this total amount may be authorized only upon written notice from the County Purchasing Manager.

*STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 2014 05 16) applies.
Insurance documents already on file in Purchasing Division.*

THIS CONTRACT IS NOT VALID FOR AMOUNTS IN EXCESS OF ONE HUNDRED THOUSAND DOLLARS (\$100,000)

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 105 E. Anapamu St, RM 304, Santa Barbara, CA 93101.

Accepted By: (X)

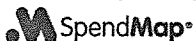
Print Name/Title: Cecilia Rodriguez CEO Date: 6-9-15

Applicable License # (Medical/Contractor/Etc): _____

Tax 1:	0.00
Tax 2:	0.00
Total:	34,000.00

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

COUNTY OF SANTA BARBARA



AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

STATEMENT OF WORK

South County Family Drug Treatment Court

I. CONTRACTOR:

THIS AGREEMENT (hereafter Agreement) is made by and between the COUNTY of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Child Abuse Listening and Mediation (CALM) (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

II. PURPOSE/TERM:

The purpose of this contract is to design, organize and implement a system of interventions for parents and caregivers with substance use and/or abuse problems who are involved with Child Welfare Services and provide therapeutic services to their children. The focus is on evidence-based mental health and supportive services for children and their caregivers, transitional living services for pregnant women and their minor children in lieu of foster placement, and reunification of children with their families. CONTRACTOR shall commence performance on 3/23/2015 end performance upon completion, but no later than 06/30/2015 unless otherwise directed by COUNTY or unless earlier terminated.

III. BACKGROUND:

Santa Barbara County is expanding the Family Treatment Drug Court (FTDC) model to include South Santa Barbara County. The focus of the program is on evidence-based mental health and supportive services for children and their caregivers, transitional living services for pregnant women and their minor children in lieu of foster placement, and reunification of children with their families. The current strategy has both a prevention and intervention focus, and includes the following program goals:

- Improve access and engagement in services for children with intensive supervision for families affected by substance abuse.
- Provide comprehensive, culturally competent, and trauma-sensitive system of services for children and their families in treatment.
- Reduce substance use and related problems of parents and caregivers.
- Strengthen the confidence and competence of parents/caregivers.
- Improve physical, developmental and mental health of minor children of clients.

IV. DESIGNATED REPRESENTATIVES/NOTICES:

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

To COUNTY: Amy Krueger, Operations Division Chief, Department of Social Services,
2125 South Centerpointe Parkway, Santa Maria, CA 93455;

(805) 346-7248.
To CONTRACTOR: Cecilia Rodriguez , Executive Director CALM, Inc. 1236 Chapala St,
Santa Barbara, CA 93101, (805) 965-2376.

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

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

V. DUTIES AND RESPONSIBILITIES:

A. CONTRACTOR shall:

1. CONTRACTOR shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and accreditations as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to CONTRACTOR's facilities and services under this Agreement.
2. CONTRACTOR shall hire competent staff members, who have experience in working with clients with substance use and co-occurring disorders, as required by Federal and State laws and regulations. CONTRACTOR shall provide training to each Program staff member, within 30 days of the date of hire regarding applicable programs, including Family Treatment Drug Court (FTDC).
3. CONTRACTOR shall maintain Bilingual Spanish capacity and provide staff with regular training on cultural competence, sensitivity and the cultures within the community.
4. CONTRACTOR shall stay informed on, and implement Matrix or other current best practice curriculum in providing treatment services.
5. CONTRACTOR may be required to provide individual therapy as part of the milieu of services, as coordinated with the FTDC team.
6. CONTRACTOR shall provide family group therapy as needed.
7. CONTRACTOR shall provide client incentives to motivate and encourage consistent participation and progress. CONTRACTOR shall utilize motivational interviewing techniques, as defined by Treatment Improvement Protocol in providing counseling services.
8. CONTRACTOR shall refer those clients who are not eligible for CONTRACTOR's services to appropriate mental health services through CONTRACTOR's collaboration with ADMHS Children's System of Care.

9. CONTRACTOR agrees to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; 45 CFR Section 96.132(e), 45 CFR Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; California Welfare & Institutions Code (W&IC) Section 14100.2; California Health and Safety Code (HSC) Sections 11812 and 11845.5; and California Civil Code Sections 56 – 56.37, and 1798.80 – 1798.86. Patient records 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 this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes and regulations.

B. COUNTY shall:

1. COUNTY shall provide referrals to the CONTRACTOR for eligible clients in accordance with the established referral process.
2. COUNTY shall utilize reports received from the CONTRACTOR to track outcomes for families referred to the FTDC program.
3. COUNTY shall assign staff as contract monitors to coordinate periodic contract meetings to discuss and resolve any issues regarding quality of clinical services, fiscal and overall performance activity.

VII. REPORTING REQUIREMENTS:

1. **REPORTS:**

- A. **Treatment Programs** – Monthly Treatment Services Report on forms supplied by COUNTY.
- B. **Staffing** – CONTRACTOR shall submit monthly Staffing Reports to COUNTY. These reports shall be on a form acceptable to, or provided by COUNTY, and shall report actual staff hours worked by position, and shall include the employees' names, licensure status, bilingual capabilities, budgeted monthly salary, actual salary, and hire and/or termination date. The reports shall be received by COUNTY no later than 25 calendar days following the end of the month being reported.
- C. **Programmatic** – CONTRACTOR shall submit quarterly programmatic reports to COUNTY, which shall be received by COUNTY no later than 25 calendar days following the end of the quarter being reported. CONTRACTOR shall include a narrative description of CONTRACTOR's progress in implementing the provisions of this Agreement, units of service provided, number of face to face contacts, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes. CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of

this Agreement and if not, shall specify what steps will be taken to achieve satisfactory progress. Programmatic reports shall include:

- The number of active cases and number of clients admitted/ discharged.
- The Program Goals, Outcomes and Measures described in Attachment E.
- For Perinatal programs, the report shall include the number of women and children served, number of pregnant women served, and the number of births.

D. **Additional Reports** - CONTRACTOR shall maintain records and make statistical reports as required by COUNTY and the State Department of Health Care Services (DHCS), State Department of Public Health (DPH) or State Department of Social Services (DSS), as applicable, on forms provided by or acceptable to, the requesting agency. Upon COUNTY's request, CONTRACTOR shall make additional reports as required by COUNTY concerning CONTRACTOR's activities as they affect the services hereunder. COUNTY will be specific as to the nature of information requested and allow thirty (30) days for CONTRACTOR to respond.

VII. PERFORMANCE MEASURES/OUTCOMES:

- **60%** of participants admitted to Family Treatment Drug Court will stay through completion of treatment and successfully reunite with their children.
- From baseline assessment to program exit, there will be a statistically significant improvement in the Addiction Severity Index composite scores for drug and alcohol use and other domains.
- As measured by the Parenting Stress Inventory, **80%** of parents/caregivers who score in the clinical or borderline categories at baseline will move into the non-clinical range by the program exit assessment.
- **80%** of children will score at age level in behavioral development at the time of program exit.
- **70%** of children with clinical level trauma symptoms will show post-treatment reductions to non-clinical levels per the Trauma Symptom checklist for Children.
- As measured by the Child Behavior Checklist or Youth Self-Report child and adolescent participants will show an overall reduction in problem behaviors and improvement in healthy behaviors after participation in the program.

VIII. GENERAL CONTRACT PROVISIONS

- A. **Modification of Services** – CONTRACTOR shall obtain the expressed written consent from the COUNTY for any variation in the provision of services described in this Agreement.
- B. **Audit Exceptions and Disallowed Costs**- CONTRACTOR will be subject to audit/monitoring reviews that cover all fiscal and programmatic terms and conditions of the contract and/or prescribed by the State, including cost allocation methodologies. Except to the extent that the State and/or the COUNTY determines it will assume liability, CONTRACTOR will be liable for and will repay, to the COUNTY, any amount for recoupment of audit/monitoring exceptions and

disallowances of disallowed costs. Such repayment will be from funds other than those received under this agreement.

- C. CONTRACTOR will obtain prior written approval from COUNTY, prior to purchasing any furniture, equipment, EDP hardware or software funded through this contract. CONTRACTOR will return to COUNTY upon expiration or termination of this contract all furniture, equipment, EDP hardware or software purchased or provided to CONTRACTOR under this contract.

VIII. FISCAL

- A. The total maximum amount for this contract shall not exceed \$34,000. The payment for services will be as follows:
- B. CONTRACTOR shall submit to the COUNTY REPRESENTATIVE an invoice or certified claim on the COUNTY Treasury for the service performed by the 10th of the month following the service month. These invoices or certified claims must cite the assigned Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- C. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- D. Nonappropriation of Funds. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

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

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



STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS

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

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

COUNTY OF SANTA BARBARA DEPARTMENT OF SOCIAL SERVICES
CONTRACTOR ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT

CONTRACTOR Cecilia Rodriguez, Exec. Director for Child Abuse Listening & Meditation (CALM)

CONTRACTOR ACKNOWLEDGEMENT:

I understand and agree that I am an independent Contractor and that I am not an employee of the County of Santa Barbara for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Santa Barbara by virtue of my performance of work under an agreement awarded by the County of Santa Barbara. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Santa Barbara pursuant to any agreement between any person or entity and the County of Santa Barbara.

CONFIDENTIALITY AGREEMENT:

As an Independent Contractor, you may be involved with work pertaining to services provided by the County of Santa Barbara and, if so, you may have access to confidential data and client protected information pertaining to persons and/or entities receiving services from the County. This information includes but is not limited to client name, address, social security number, date of birth, driver's license number, identification number, or any other information that identifies the individual. In addition, you may also have access to proprietary information supplied by the County of Santa Barbara or by other vendors doing business with the County of Santa Barbara. The County has a legal obligation to protect all such confidential data and client protected information in its possession, especially data and information concerning health, mental health, criminal and public assistance records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of such data and client protected information. Consequently, you must sign this agreement as a condition of your work for the County. Please read this agreement and take due time to consider it prior to signing.

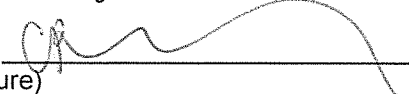
CERTIFICATION:

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to an agreement awarded by the County of Santa Barbara. I agree to forward all requests for the release of any data or client protected information received by me to the County Designated Representative.

I agree to keep confidential all financial, health, criminal and public assistance records and all data and client protected information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, County proprietary information and all other original materials produced, created or provided to or by me under an agreement awarded by the County of Santa Barbara. I agree to protect these confidential materials against disclosure to other than County employees who have a need to know the information. I agree that if proprietary information supplied by the County or by other County vendors is provided to me during this engagement, I shall keep such information confidential.

I agree to report to the County Designated Representative any and all violations of this contract by myself and/or by any other person of which I became aware. I agree to return all confidential materials to the County Designated Representative upon completion of termination of this contract.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Santa Barbara may seek all possible legal redress.

NAME:  DATE: 2-17-15
(Signature)

NAME: Cecilia Rodriguez
(Please print)
POSITION: CONTRACTOR