

# AGREEMENT

## FOR SERVICES OF INDEPENDENT CONTRACTOR

BC\_\_\_\_\_

This Agreement (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and Community Action Commission, having its principal place of business at Santa Barbara, California (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE:** Deputy Director – Administration (telephone 805.681.5220) is the representative of County and will administer this Agreement for and on behalf of County. Fran Forman (telephone number 8059648857) is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.
2. **NOTICES.** Whenever it shall become necessary for either party to serve notice on the other respecting the Agreement, such notice shall be in writing and shall be served by Registered or Certified Mail, Return Receipt Requested, addressed as follows:
  - A. To County: Director  
Santa Barbara County  
Alcohol, Drug, and Mental Health Services  
300 N. San Antonio Road  
Santa Barbara, CA 93110
  - To Contractor: Fran Forman, Executive Director  
Community Action Commission  
5638 Hollister Avenue Suite 230  
Santa Barbara, CA 93117
  - B. Any such notice so mailed shall be deemed to have been served upon and received by the addressee five (5) days after deposit in the mail. Either party shall have the right to change the place or person to whom notice is to be sent by giving written notice to the other party of the change.
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 by **7/1/2011** and complete performance by **6/30/2012**, unless this Agreement is otherwise terminated at an earlier date pursuant to Section 17.
5. **COMPENSATION OF CONTRACTOR.** Contractor shall be paid for performance under this Agreement in accordance with the terms of Exhibit B, attached hereto and incorporated herein by reference. Contractor shall bill County by invoice, which shall include the Contract number assigned by County. Contractor shall direct the invoice to

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County's "Accounts Payable Department" at the address specified under Exhibit B, Section VII, after completing the increments identified in Exhibit B.

6. **INDEPENDENT CONTRACTOR.** Contractor shall perform all of its services under this Agreement as an Independent Contractor and not as an employee of County. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, Workers' Compensation insurance, and protection of tenure.
7. **STANDARD OF PERFORMANCE.** Contractor represents that it has the skills, expertise, and licenses and/or permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a manner which will conform to high standards of quality and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request, without additional compensation. Contractor shall obtain and maintain all permits and/or licenses required for performance under this Agreement without additional compensation, at Contractor's own expense.
8. **NON-DISCRIMINATION.** County hereby notifies Contractor that Santa Barbara County's Unlawful Discrimination Ordinance (Santa Barbara County Code, Chapter 2, Article XIII) applies to this Agreement and is incorporated herein by reference with the same force and effect as if the ordinance were specifically set out herein. Contractor hereby agrees to comply with said ordinance.
9. **CONFLICT OF INTEREST.** Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor.
10. **RESPONSIBILITIES OF COUNTY.** County shall provide all information reasonably necessary to allow Contractor to perform the services contemplated by this Agreement.
11. **OWNERSHIP OF DOCUMENTS.** Upon production, County shall be the owner of the following items incidental to this Agreement, whether or not completed: all data collected and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall be the legal owner and Custodian of Records for all County client files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) §5328; 42 United States Code (U.S.C.) §290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. Contractor further agrees to provide County with copies of all County client file documents resulting from this Agreement without requiring any further written release of information.

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

12. **RECORDS, AUDIT, AND REVIEW.** Contractor shall keep those business records or documents created pursuant to this Agreement that would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records in a manner consistent with applicable Federal and State laws. All account records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records, either at any time during Contractor's regular business hours, or upon reasonable notice to Contractor. Contractor agrees to retain such records and documents for a period of not less than three (3) years, following the termination of this Agreement.
13. **COMPLIANCE WITH HIPAA.** Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.
14. **INDEMNIFICATION AND INSURANCE.** Contractor shall agree to defend, indemnify and hold harmless the County and to procure and maintain insurance in accordance with the provisions of Exhibit C attached hereto and incorporated herein by reference.
15. **TAXES.** County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by State, Federal, or local taxing agencies, Contractor agrees to reimburse County within one (1) week for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and Workers' Compensation insurance.
16. **DISPUTE RESOLUTION.** Any dispute or disagreement arising out of this Agreement shall first be addressed and resolved at the lowest possible staff level between the appropriate representatives of the Contractor and of the County. If the dispute or disagreement cannot be resolved at this level, it is to be elevated to the Contractor's Program Manager and County's relevant Program Manager. If the Managers cannot resolve the dispute, they are to take the following actions:
  - A. Decision – Each party shall reduce the dispute to writing and submit to the appropriate ADMHS Assistant Director. The Assistant Director shall assemble a team to investigate the dispute and to prepare a written decision. This decision shall be furnished to the Contractor within thirty (30) days of receipt of the dispute documentation. This decision shall be final unless appealed within ten (10) days of receipt.
  - B. Appeal – The Contractor may appeal the decision to the Santa Barbara County Alcohol, Drug, and Mental Health Services Director or designee. The decision shall be put in writing within twenty (20) days and a copy thereof mailed to the Contractor's address for notices. The decision shall be final.

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- C. Continued Performance - Pending final decision of the dispute hereunder, Contractor shall proceed diligently with the performance of this Agreement.
- D. Dispute Resolution - The finality of appeal described herein is meant to imply only that recourse to resolution of disputes through this particular dispute resolution mechanism has been concluded. This is in no way meant to imply that the parties have agreed that this mechanism replaces either party's rights to have its disputes with the other party heard and adjudicated in a court of competent jurisdiction.

### 17. **TERMINATION.**

- A. **BY COUNTY.** County, by written notice to Contractor, may terminate this Agreement in whole or in part at any time, whether for County convenience or because of the failure of Contractor to fulfill the obligations herein. Upon termination, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process.

- 1. **FOR CONVENIENCE.** County may terminate this Agreement upon thirty (30) days written notice. Following such notice of termination, Contractor shall notify County of the status of its performance and cease work at the conclusion of the thirty (30) day notice period.

Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for 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 maximum budgeted amount for this Agreement as set forth in Exhibit B, or paid 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.

- 2. **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 this Agreement by written notice which shall be effective upon receipt by Contractor.

- B. **BY CONTRACTOR.** Contractor may, upon thirty (30) days written notice to County, terminate this Agreement in whole or in part at any time, whether for Contractor's convenience or because of the failure of County to fulfill the obligations herein. Following such termination, Contractor shall promptly cease work and notify County as to the status of its performance.

- 18. **ENTIRE AGREEMENT, AMENDMENTS, AND MODIFICATIONS.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties. There have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be amended or modified only by the written mutual consent of the parties hereto. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any

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amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the director of Alcohol, Drug & Mental Health Services. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral Agreements, course of conduct, waiver or estoppel.

19. **NON-EXCLUSIVE AGREEMENT.** Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.
20. **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 parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
21. **ASSIGNMENT.** Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of County. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
22. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder, now or hereafter existing at law or in equity or otherwise.
23. **NO WAIVER OF DEFAULT.** No delay or omission of the parties to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to the parties shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of either party.
24. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in State Court, or in the Federal District Court nearest to Santa Barbara County, if in Federal Court.
25. **COMPLIANCE WITH LAW.** Contractor shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County be a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.
26. **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.
27. **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

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or provisions shall be deemed severable from the remaining provisions hereof. 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.

28. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts. Each counterpart 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.
29. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement, and each covenant and term is a condition herein.
30. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and have complied with all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other Agreement or Agreement to which Contractor is obligated, which breach would have a material effect hereon.
31. **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.
32. **COMMUNICATION.** Contractor shall acknowledge in any public announcement regarding the program that is the subject of this Agreement that Santa Barbara County Alcohol, Drug, and Mental Health Department provides all or some of the funding for the program.
33. **PRIOR AGREEMENTS.** Upon execution, this Agreement supersedes all prior Mental Health Services agreements between County and Contractor.
34. **COURT APPEARANCES.** Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials, including Contractor's staff that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue Subpoenas for the required witnesses upon request of Contractor.
35. **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.

## **AGREEMENT**

### **THIS AGREEMENT INCLUDES:**

- A. EXHIBIT A – Statement of Work
- B. EXHIBIT B – Financial Provisions
- C. EXHIBIT B-1 – Schedule of Fees
- D. EXHIBIT B-2 – Contractor Budget
- E. EXHIBIT B-3 –Fee Schedule
- F. EXHIBIT C – Standard Indemnification and Insurance Provisions

**AGREEMENT**

Agreement for Services of Independent Contractor between the County of Santa Barbara and Community Action Commission.

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

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
JONI GRAY  
CHAIR, BOARD OF SUPERVISORS  
Date: \_\_\_\_\_

ATTEST:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

CONTRACTOR

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

By: \_\_\_\_\_  
Tax Id No .  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

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

By \_\_\_\_\_  
Deputy County Counsel  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Deputy  
Date: \_\_\_\_\_

APPROVED AS TO FORM :  
ALCOHOL, DRUG, AND MENTAL HEALTH  
SERVICES  
ANN DETRICK, PH.D.  
DIRECTOR

APPROVED AS TO INSURANCE FORM:  
RAY AROMATORIO  
RISK MANAGER

By \_\_\_\_\_  
Director  
Date: \_\_\_\_\_

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

# AGREEMENT SUMMARY

BC \_\_\_\_\_

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). *See also "Contracts for Services" policy. Form is not applicable to revenue contracts.*

D1. Fiscal Year..... 11-12  
 D2. Budget Unit Number (plus –Ship/Bill codes in parenthesis) ..... 043  
 D3. Requisition Number..... N/A  
 D4. Department Name..... Alcohol, Drug, and Mental Health Services  
 D5. Contact Person..... Danielle Spahn  
 D6. Telephone ..... (805) 681-5229

K1. Agreement Type (*check one*):                    Personal Service   ρ Capital  
 K2. Brief Summary of Agreement Description/Purpose ..... Assessments, referrals & case management services for Bridge to Recovery SAMHSA grant program  
 K3. Original Agreement Amount ..... 132000  
 K4. Agreement Begin Date ..... 7/1/2011  
 K5. Original Agreement End Date ..... 6/30/2012  
 K6. Amendment History (leave blank if no prior amendments).....

Seq#	EffectiveDate	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose (2-4 words)

K7. Department Project Number :  
 B1. Is this a Board Agreement? (*Yes/No*)..... Yes  
 B2. Number of Workers Displaced (*if any*)..... N/A  
 B3. Number of Competitive Bids (*if any*) ..... N/A  
 B4. Lowest Bid Amount (*if bid*)..... N/A  
 B5. If Board waived bids, show Agenda Date ..... N/A  
     and Agenda Item Number.....  
 B7. Boilerplate Agreement Text Unaffected? (*Yes / or cite Paragraph*) ..... Yes

F1. Encumbrance Transaction Code ..... 1701  
 F2. Current Year Encumbrance Amount ..... 132000  
 F3. Fund Number ..... 0049  
 F4. Department Number ..... 043  
 F5. Division Number (*if applicable*)..... N/A  
 F6. Account Number ..... 7461  
 F7. Cost Center number (*if applicable*) ..... 6250  
 F8. Payment Terms..... Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing) ..... A=188062  
 V2. Payee/Contractor Name ..... Community Action Commission  
 V3. Mailing Address ..... 5638 Hollister Avenue Suite 230  
 V4. City State (two-letter) Zip (include +4 if known) ..... Santa Barbara, CA 93117  
 V5. Telephone Number ..... 8059648857  
 V6. Contractor's Federal Tax ID Number (*EIN or SSN*)..... 95-2491790  
 V7. Contact Person..... Fran Forman  
 V8. Workers Comp Insurance Expiration Date ..... 9/1/2011  
 V9. Liability Insurance Expiration Date[s] (*G=Genl; P=Profl*) ..... G 5/24/2012 P 5/24/2012  
 V10. Professional License Number ..... N/A  
 V11. Verified by (name of County staff)..... Danielle Spahn  
 V12. Company Type (*Check one*): ρ individual                    ρ Sole Proprietorship                    π Partnership                     Corporation

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

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

**Exhibit A**  
**Statement of Work**

1. **PROGRAM SUMMARY:** Community Action Commission (hereafter “Contractor”) will provide assessment, case management and referral services to high-risk adolescent males who have substance abuse issues and/or co-occurring mental health issues (hereafter “clients”) in the Bridges to Recovery Program (hereafter “the Program”). The Program, funded by a grant from the Federal Substance Abuse and Mental Health Services Administration (SAMHSA), is designed to provide a collaborative multi-agency approach to juvenile re-entry for clients from Probation institutions throughout Santa Barbara County. Contractor, in conjunction with regional alcohol and other drug (AOD) treatment providers, shall provide a comprehensive approach to juvenile substance use treatment and rehabilitation. Contractor will provide services to clients in Santa Barbara, Lompoc, and Santa Maria. The Program will be headquartered at 5638 Hollister Ave, Goleta, CA 93117-3745.
2. **PROGRAM GOALS.**
  - A. Promote recovery from alcohol and other drug problems among Program clients.
  - B. Reduce the recidivism rate for Program clients.
  - C. Improve the mental health and overall wellbeing of Program clients.
  - D. Facilitate a seamless transition between Los Prietos Boys Camp (LPBC) and/ or Los Prietos Boys Academy (LPBA) and AOD treatment providers.
  - E. Create multiagency collaboration between corrections institutions and Community Based Organizations in Santa Barbara County to provide culturally competent substance abuse treatment services for clients.
3. **PROGRAM COLLABORATION.**
  - A. Contractor shall receive client referrals from the Program Court Team while clients are incarcerated at LPBC/LBPA. Contractor shall engage clients and their families prior to client’s release from LPBC/LPBA.
  - B. Clients shall receive AOD treatment from the appropriate regional treatment provider and concurrent case management services from Contractor. Contractor shall provide ongoing services for a period of time after client has been discharged from the treatment program.
4. **SERVICES.** Contractor shall provide the following:
  - A. **Assessment.** Assessment is designed to evaluate the current status of a client’s mental, emotional or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the

## **Exhibit A Statement of Work**

client's clinical history; analysis of relevant cultural issues and history; diagnosis; and use of testing procedures. Contractor shall complete standardized assessment measures identified in the Bridge to Recovery grant award. Contractor's assessment of each client shall include use of the Government Performance Reporting Assessment (GPRA) and Global Assessment of Individual Needs (GAIN).

- B. Case Management Services.** Services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development. Drug Medi-Cal funding shall not be used to reimburse case management services.
- C.** Contractor shall administer client assessments and provide clients with referrals to regional treatment providers in Lompoc, Santa Barbara and Santa Maria approximately two weeks after being released from LPBC/LPBA. The assessments will be the GAIN and GPRA.
- D.** Contractor shall link clients with an AOD treatment provider which may include transporting the client to the initial meeting with the AOD treatment provider.
- E.** Contractor will provide a full range of ongoing case management services to each client for the duration of the program, including the six month period of time after client has been discharged from the treatment program.
- F.** Contractor may provide limited Adolescent Community Reinforcement Approach (ACRA) treatment support to reinforce the treatment provided by the AOD treatment providers.
- G.** Contractor shall provide family engagement activities and services which initiate and encourage family participation in treatment, such as groups to provide an introduction and orientation to the treatment program.
- H.** Per grant requirements, Contractor shall be a member of the Program Oversight Committee and will attend monthly Program meetings for the duration of the contract period.
- 5. CLIENTS/PROGRAM CAPACITY.** Contractor shall provide services to adolescent males who are being discharged from LPBA or LPBC who have substance abuse issues and/or co-occurring mental health issues. Contractor is anticipated to serve an average capacity of 60 clients. Contractor is expected to serve 300 unduplicated clients by the conclusion of the grant.
- 6. TREATMENT LOCATION.** Contractor shall initiate contact with clients and administer assessments while clients are incarcerated at LPBC/LBPA. Upon

**Exhibit A**  
**Statement of Work**

discharge from custody, Program services shall be provided at the client's home, in the community, or at Contractor's regional offices.

7. **LENGTH OF STAY.** Clients shall receive Program services for six months following discharge from LPBA or LPBC, and a follow-up assessment administered by Contractor six months after the completion of treatment.
8. **STAFF.**
  - A. Contractor shall make available a total of 2.25 Full Time Equivalent (FTE) case managers, with 0.75 FTE in each of the three regions of Santa Barbara County. Case managers shall meet the following employment requirements: possession of a Bachelor's degree in psychology, sociology, social work, human services, or other behavior sciences field and one year of experience in a social services setting; or in a case management, mental health or family services agency. Up to two years equivalent education may be substituted for related experience on a year-for-year basis.
  - B. **TRAINING.** Contractor shall provide training to each Program staff member, within thirty (30) days of the date of hire regarding applicable programs, including the County MIS system, Drug Medi-Cal, SACPA, and Drug Court.
  - C. Staff hired to work directly with clients shall have competence and experience in working with clients with substance use disorders and co-occurring disorders, as required by State regulation.
  - D. Contractor shall notify County of any staffing changes as part of the monthly Staffing Report. Contractor shall notify the designated County Liaison and County Alcohol and Drug Program (ADP) Staff within one business day when staff is terminated from working on this Contract.
  - E. At any time prior to or during the term of this Contract, the County may require that Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
  - F. County may request that Contractor's staff be immediately removed from working on the County Contract for good cause during the term of the Contract.
  - G. County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

**Exhibit A**  
**Statement of Work**

- H. Disqualification, if any, of Contractor staff, pursuant to this Section, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
9. **REFERRALS.** Contractor shall receive referrals from the Program court team, comprised of Probation staff, Superior Court Judges and Commissioners, representatives from the District Attorney's office, and local law enforcement.
10. **ADMISSION PROCESS.**
- A. Contractor shall interview client to determine client's appropriateness for the Program.
- B. Contractor shall admit clients referred by sources described in Section 9, unless the client meets one or more conditions specified in Section 11, or if space is not available in the Program.
- C. **Admission Packet.** At Contractor's intake meeting with client, Contractor shall complete an admission packet with the following information:
- i. All required consent and release forms with appropriate signatures;
  - ii. Financial assessment and contract for fees;
  - iii. Personal/ demographic information of client, including:
    - 1. Social, economic and family background;
    - 2. Education;
    - 3. Vocational achievements;
    - 4. Criminal history, legal status;
    - 5. Medical history;
    - 6. Drug history;
    - 7. Previous treatment.
  - iv. Emergency contact information for client.
- D. Contractor shall notify referral source if client is not accepted into the Program, based on Section 11, within one business day of receiving the initial referral.
- E. Contractor shall complete and send a Verification of Enrollment form to the referral source upon acceptance of client into Program, no later than 72 hours after admission.

**Exhibit A**  
**Statement of Work**

11. **EXCLUSION CRITERIA.** On a case-by-case basis, the following may be cause for client exclusion from the program:
  - A. Client threat of or actual violence toward staff or other clients;
  - B. Rude or disruptive behavior that cannot be redirected.
12. **DOCUMENTATION REQUIREMENTS.**
  - A. Contractor shall comply with County requirements regarding data entry. Services are to be entered into the County's Management Information System (MIS) no later than 10 calendar days after the end of the month in which services are delivered.
  - B. Contractor shall assess each client using the GPRA and GAIN no later than seven days after client entry into Program. Contractor shall reassess clients with the GAIN and GPRA six months after the client has completed the Program.
13. **DISCHARGES.**
  - A. Contractor shall collaborate with treatment provider and client in the development of a Discharge Plan for clients prior to discharge.
  - B. Contractor shall maintain contact with client in order to complete the follow up GPRA six months after the conclusion of treatment.
14. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES.**
  - A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Drug Medi-Cal provider if Title 22 California Code of Regulations (CCR) Drug Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to the ADMHS Contracts Division.
  - B. In the event license/certification status of a staff member cannot be confirmed, the staff member shall be prohibited from providing services under this contract.

**Exhibit A**  
**Statement of Work**

**15. REPORTS.**

- A. **SERVICE LEVEL REPORTS.** Contractor shall use the County MIS system to track required data elements. These data elements include: units of service and/or face to face contacts (for all Drug Medi-Cal, Outpatient Drug Free, and Day Care Rehabilitative services), the number of clients admitted to the Program, unique clients served, and the total number of clients discharged and number of clients discharged to a lower/higher level of care. This requirement does not apply to Alcohol and Drug Free Housing, Prevention programs, and Individual providers. Contractor shall provide summary reports from other Contractor data sources, as requested.
- B. **FISCAL.** Contractor shall submit monthly Expenditure and Revenue Reports and Year-End Projection Reports to County. These reports shall be on a form acceptable to, or provided by, County and shall report actual costs and revenues and anticipated year-end actual costs and revenues for Contractor's program(s) or cost center(s) described in the Services section of this Exhibit A. Such reports shall be received by County no later than twenty (20) calendar days following the end of the month reported.
- C. **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, Documented Service Hours (DSH'S) provided by position, caseload by position, and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, and hire and/or termination date. The reports shall be received by County no later than twenty (20) calendar days following the end of the month being reported.
- D. **PROGRAMMATIC.** Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than twenty (20) calendar days following the end of the quarter being reported. Programmatic reports shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, number of active cases, number of client's admitted/ discharged, 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. For Perinatal programs, report shall include the number of women and children served, number of pregnant women served, and the number of births. 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.
- E. **ADDITIONAL REPORTS.** Contractor shall maintain records and make statistical reports as required by County and the California State Department of Alcohol and Drug Programs on forms provided by either agency. Upon County's request, Contractor shall make additional reports as required by County concerning

## **Exhibit A Statement of Work**

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.

16. **PERFORMANCE.** Contractor shall adhere to the County's ADMHS Model of Care<sup>1</sup>, ADMHS Code of Conduct, ADMHS requirements, all relevant provisions of the California Code of Regulations Title 9, Division 4 and all relevant provisions of applicable law that are now in force or which may hereafter be in force. Contractor shall abide by State ADP Program Certification standards and regulations, and by the alcohol and drug treatment standards, policies, and procedures set forth by Santa Barbara County in the Provider Manual where applicable

### **17. STANDARDS**

A. Contractor shall make its service protocols and outcome measures data available to County and to Drug Medi-Cal site certification reviewers.

B. Contractor shall develop and maintain a written disaster plan for the Program site and shall provide annual disaster training to staff.

18. **CONFIDENTIALITY.** 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; Welfare & Institutions Code (W&IC) Section 14100.2; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Section 13 of this Agreement. 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.

### **19. CLIENT AND FAMILY MEMBER EMPOWERMENT**

A. Contractor agrees to support active involvement of clients and their families in treatment, recovery, and policy development.

B. Contractor shall maintain a grievance policy and procedure to address client/family satisfaction complaints.

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<sup>1</sup> [ADMHS Model of Care](#)

**Exhibit A**  
**Statement of Work**

**20. CULTURAL COMPETENCE.**

- A. Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:
  - 1. The number of Bilingual and Bicultural staff (as part of the monthly staffing report), and the number of culturally diverse clients receiving Program services;
  - 2. Efforts aimed at providing culturally competent services such as training provided to staff, changes or adaptations to service protocol, community education/outreach, etc.;
- B. Contractor shall fill Program service staff positions with staff that reflects the ethnic makeup of North Santa Barbara County. At all times, the Contractor shall be staffed with personnel who are Bilingual (Spanish) and able to communicate in the client preferred language;
- C. Contractor shall maintain Bilingual capacity and provide staff with regular training on cultural competency, sensitivity and the cultures within the community;

**21. NOTIFICATION REQUIREMENTS**

- A. Contractor shall notify County immediately in the event of any suspected or actual misappropriation of funds under Contractor's control; known serious complaints against licensed/certified staff; restrictions in practice or license/certification as stipulated by a State agency; staff privileges restricted at a hospital; legal suits initiated specific to the Contractor's practice; initiation of criminal investigation of the Contractor; or other action instituted which affects Contractor's license/certification or practice (for example, sexual harassment accusations). "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the event. Contractor shall train all personnel in the use of the ADMHS Compliance Hotline.
- B. Contractor shall immediately notify the Designated ADP staff in the event a client with a case file (episode) open to the County presents any of the following client indices: suicidal risk factors, homicidal risk factors, assaultive risk factors, side effects requiring medical attention or observation, behavioral symptoms presenting possible health problems, or any behavioral symptom that may compromise the appropriateness of the placement.
- C. Contractor shall notify the Designated ADP staff, regardless of whether the client has a case file (episode) open with the County, should any of the following events occur: death, fire setting, police involvement, media contact, any behavior leading to potential liability, any behavioral symptom that may compromise the appropriateness of the placement.

**Exhibit A**  
**Statement of Work**

22. **MONITORING.** Contractor agrees to cooperate with the County's Monitoring process which ensures medical necessity (for Drug Medi-Cal services) appropriateness and quality of care. This review may include clinical record peer review, client survey, and other program monitoring practices. Contractor will cooperate with these programs, and will furnish necessary assessment and treatment plan information, subject to Federal or State confidentiality laws, and provisions of this agreement.
23. **PERIODIC REVIEW.** County shall assign staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, fiscal and overall performance activity. ADMHS staff shall conduct periodic on-site reviews of Contractor's client charting.
24. **ADDITIONAL PROGRAM REQUIREMENTS**
- A. Contractor shall provide services in coordination and collaboration with ADMHS, including Mental Health Services, Probation, other County departments, and other community based organizations, as applicable.
  - B. Contractor shall provide a safe, clean and sober environment for recovery.
  - C. Contractor shall utilize motivational interviewing techniques, as defined by Treatment Improvement Protocol ([TIP 35: Enhancing Motivation for Change in Substance Use Disorder Treatment](#)) (SAMHSA) in providing counseling services.
  - D. Contractor shall refer pregnant clients to Perinatal specialized services, as clinically indicated.
  - E. Contractor shall adhere to all applicable State, Federal, and County requirements, with technical assistance from ADMHS.
  - F. Grant-funded services, such as those funded by Substance Abuse Mental Health Administration (SAMHSA) shall adhere to the terms and conditions of the Notice of Grant Award, the original grant proposal, and any subsequent grant reapplications, if applicable.
  - G. Contractor shall attend monthly B2R Project Oversight meetings to receive information and support in addressing treatment concerns.

## EXHIBIT B

### FINANCIAL PROVISIONS

(with attached Exhibit B-1, Schedule of Services)

This Agreement provides for reimbursement for Alcohol and Drug Program services up to a Maximum Contract Amount. For all services provided under this Agreement, Contractor will comply with all requirements necessary for reimbursement in accordance with the regulations applicable to the funding sources identified in the Exhibit B-1, and other applicable Federal, State and local laws, rules, manuals, policies, guidelines and directives.

#### I. PAYMENT FOR SERVICES.

- A. Performance of Services. Contractor shall be compensated on a cost reimbursement basis based on satisfactory performance of the Alcohol and Drug Program services described in Exhibit A, only to the extent specified in Exhibit B-1.
- B. Limitations on Use of Funds Received Pursuant to this Agreement. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A to this Agreement. Expenses shall comply with the requirements established in OMB A-87, "Cost Principles for State, Local, and Indian Tribal Governments," and applicable regulations. Violation of this provision or use of County funds for purposes other than those described in Exhibit A shall constitute a material breach of this Agreement.

#### II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount shall not exceed \$132000. The Maximum Contract Amount shall consist of County, State, and/or Federal funds as shown in Exhibit B-1. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

**III. OPERATING BUDGET.** Prior to the Effective Date of this Agreement, Contractor shall provide County with an Operating Budget on a format acceptable to, or provided by County, attached to this Agreement as Exhibit B-2.

**IV. MATCH REQUIREMENTS.** In accepting funding from County, Contractor may be required to provide a match per year, as described in Exhibit B-1. Such matching funds shall be separately identified for audit purposes, and shall be used to supplement and/or enhance the services described in Exhibit A. These match funds shall be identified and reported to County on Contractor's monthly invoice and annual year-end Cost Report.

**V. FEE COLLECTION.** In accepting funding from County, Contractor agrees to assess client fees toward the cost of treatment in accordance with Health and Safety Code Section 11841. Such fee collection shall be based on Contractor's determination of a

## EXHIBIT B

client's ability to pay, per Exhibit B-3. In no case shall any client be refused services due to the inability to pay. Fees charged shall not exceed the actual cost for services provided. Such fees shall be:

- i. Deducted from the Contractor's Program cost of providing services as part of the Pre-audit Cost Report Settlement (Section VIII);
- ii. Identified and reported to County on the Contractor's monthly invoice, Contractor's budget, and annual year-end cost report.

All fees collected by Contractor must be separately identified for audit purposes and treated as placement fees. Contractor agrees to provide County with a copy of Contractor's Fee Collection policy. Fees shall be accounted for by Contractor and used to offset the cost of Contractor's services. All fees paid by or on behalf of patients/clients receiving services under this Agreement shall be utilized by Contractor only for the delivery of the services specified in this Agreement.

### VI. REALLOCATION OF PROGRAM FUNDING.

Contractor shall make written application to Director, or designee, in advance, to reallocate funds as outlined in Exhibit B-1 between Programs or funding sources, for the purpose of meeting specific Program needs or for providing continuity of care to its clients. Contractor's application shall include a narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining impact of the reallocation as may be applicable to future years. The Director's, or designee's, decision of whether to allow the reallocation of funds shall be in writing to Contractor prior to implementation by Contractor.

### VII. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

- A. Internal Procedures. Contractor shall maintain internal financial controls which adequately ensure proper recording, classification, and allocation of expenses, and billing and collection procedures.
- B. Submission of Claims and Invoices. Invoices for all other services described in Exhibit A shall be delivered electronically to [adpfinance@co.santa-barbara.ca.us](mailto:adpfinance@co.santa-barbara.ca.us) on a form acceptable to or provided by County, within 10 calendar days of the end of the month in which services are delivered and shall include: i) sufficient detail and supporting documentation to enable an audit of the charges, ii) the amount owed by County, and iii) the contract number and signature of Contractor's authorized representative.

Contractor agrees that it shall be solely liable and responsible for all data and information submitted by the County to the State on behalf of Contractor.

The Director or designee shall review the invoice to confirm accuracy of the data submitted. With the exception of the final month's payment under this Agreement,

## EXHIBIT B

County shall make provisional payment for approved invoices within 30 calendar days of the receipt of said invoice by County subject to the contractual limitations set forth below.

- C. Withholding of Payment for Non-Submission of Required Information. If any required invoice or report(s) is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Director or designee. Director or designee shall review such submitted service data within 60 calendar days of receipt.
- D. Claims Submission Restrictions.
1. Billing Limit for services. Invoices must be received by County within 30 days from the end of the month in which services were provided to avoid possible denial of reimbursement for late billing.
  2. No Payment for Services Provided Following Expiration/ Termination of Contract. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.
- E. Claims Certification and Program Integrity. Contractor shall certify that all information and/or data reported to County for any payor sources covered by this Agreement are true and accurate to the best of Contractor's knowledge.
- F. Tracking of Expenses. Contractor shall inform County when seventy-five percent (75%) of the Maximum Contract Amount has been incurred based upon Contractor's own billing records. Contractor shall send such notice to those persons and addresses which are set forth in the Agreement, Section 2 (NOTICE).

### VIII. COST REPORT.

- A. Submission of Cost Report. Within forty-five (45) days after the close of the Fiscal Year covered by this Agreement, Contractor shall provide County with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the prior fiscal year. The Annual Cost Report shall be prepared by Contractor in accordance with all applicable Federal, State and County requirements and generally accepted accounting principles. Contractor shall allocate direct and

## EXHIBIT B

indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by Contractor shall be reported with its annual Cost Report, and shall be used to offset gross cost. Contractor shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to Director or designee upon reasonable notice.

- B. Cost Report to be Used for Settlement. The Cost Report shall be the final financial and statistical report submitted by Contractor to County, and shall serve as the basis for settlement to Contractor, as described in Sections VIII and IX of this Exhibit B. Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.
- C. Withholding Payment. County shall withhold the final month's payment under this Agreement until such time that Contractor submits its complete Annual Cost Report.
- D. Penalties. In addition, failure of Contractor to submit accurate and complete Annual Cost Report(s) by the ninetieth (90<sup>th</sup>) day after the close of the Fiscal Year or the expiration or termination date of this Agreement shall result in:
1. A Late Penalty of ONE HUNDRED DOLLARS (\$100) for each day that the accurate and complete Annual Cost Report(s) is (are) not submitted. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report. The Late Penalty shall commence on the ninety-first (91<sup>st</sup>) day following either the end of the applicable Fiscal Year or the expiration or termination date of this Agreement. County shall deduct the Late Penalty assessed against Contractor from the final month's payment due under the Agreement.
  2. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred twentieth (120<sup>th</sup>) day following either the end of the applicable Fiscal Year or the expiration or termination date of this Agreement, then all amounts covered by the outstanding Annual Cost Report(s) and paid by County to Contractor in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding shall be repaid by Contractor to County. Further, County shall terminate any current contracts entered into with Contractor for Programs covered by the outstanding Annual Cost Reports.
- E. Audited Financial Reports. Each year of the Contract, the Contractor shall submit to County a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by Contractor.

## EXHIBIT B

- F. Single Audit Report. If Contractor is required to perform a single audit, per the requirements of OMB circular A-133, Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt.

### IX. PREAUDIT COST REPORT SETTLEMENT.

- A. Preaudit Cost Report Settlement. Based on the Annual Cost Report(s) submitted pursuant to this Exhibit B Section VIII (Cost Reports), at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the State and County will perform a pre-audit cost report settlement. Such settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or Federal statutes, regulations, policies and procedures, or requirements pertaining to cost reporting and settlements for applicable Federal and/or State programs. Settlement shall also be adjusted to the lower of:
1. The Contractor's actual costs;
  2. The Maximum Contract Amount of this Agreement.
- B. Issuance of Findings. County's issuance of its pre-audit cost report settlement findings shall take place no later than one-hundred-twenty (120) calendar days after the receipt by County from the State of the State's Final Cost Report Settlement package for a particular fiscal year.
- C. Payment. In the event that Contractor adjustments based on any of the above methods indicate an amount due the County, Contractor shall pay County by direct payment within thirty (30) days or from deductions from future payments, if any, at the sole discretion of the Director.

### X. AUDITS, AUDIT APPEALS AND POSTAUDIT FINAL SETTLEMENT.

- A. Audit by Responsible Auditing Party. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and federal law, authorized representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit of Contractor regarding the Alcohol and Drug Program services/activities provided hereunder.
- B. Settlement. Contractor shall be responsible for any disallowance taken by the Responsible Auditing Party, as a result of any audit exception that is related to the Contractor's responsibilities herein. In the case of a State audit the State and County will perform a post-audit settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the

## EXHIBIT B

Responsible Auditing Party initiates its settlement action with County.

- C. Invoice for Amounts Due. County shall issue an invoice to Contractor for any amount due County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice.
- D. Appeal. Contractor may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

# Exhibit B-1 Schedule of Rates and Contract Maximum

## EXHIBIT B-1 ALCOHOL, DRUG AND MENTAL HEALTH SERVICES SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME: Community Action Commission

FISCAL YEAR: 2011-12

	Unit	PROGRAM			
		Bridges to Recovery			Total
DESCRIPTION/MODE/SERVICE FUNCTION:		NUMBER OF UNITS PROJECTED (based on history):			
68-SAMHSA B2R Grant Services	cost reimbursed	\$132,000			\$ 132,000
COST PER UNIT/PROVISIONAL RATE:					
68-SAMHSA B2R Grant Services		as budgeted			
GROSS COST:		\$ 132,000			\$ 132,000
LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)					
CLIENT FEES					\$ -
CLIENT INSURANCE					\$ -
CONTRIBUTIONS/GRANTS (includes unsecured)					\$ -
FOUNDATIONS/TRUSTS					\$ -
SPECIAL EVENTS					\$ -
OTHER (LIST):					\$ -
TOTAL CONTRACTOR REVENUES*		\$ -	\$ -	\$ -	\$ -
<b>MAXIMUM (NET) CONTRACT AMOUNT:</b>		<b>\$ 132,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 132,000</b>
SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT					
SAMHSA B2R Grant (6250)		\$ 132,000			\$ 132,000
<b>TOTAL (SOURCES OF FUNDING)</b>		<b>\$ 132,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 132,000</b>

CONTRACTOR SIGNATURE: \_\_\_\_\_

STAFF ANALYST SIGNATURE: \_\_\_\_\_

FISCAL SERVICES SIGNATURE: \_\_\_\_\_

## Exhibit B-2 Contractor Budget

AGENCY NAME: Community Action Commisison of Santa Barbara County

COUNTY FISCAL YEAR: 2011-12

**Gray Shaded cells contain formulas, do not overwrite**

LINE #	COLUMN #	1	2	3	4	5	6	7	8	9	10
		<b>I. REVENUE SOURCES:</b>	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	TRA	Parent Partner	Head Start	WRAP Children	WRAP Adult	Sober Women	Bridges to Recovery
1		Contributions	\$ 235,609	\$ -							
2		Foundations/Trusts	\$ 75,000	\$ -							
3		Special Events	\$ 50,000	\$ -							
4		Legacies/Bequests		\$ -							
5		Associated Organizations		\$ -							
6		Membership Dues		\$ -							
7		Sales of Materials		\$ -							
8		Investment Income		\$ -							
9		Miscellaneous Revenue	\$ 198,973	\$ -							
10		ADMHS Funding	\$ 2,018,321	\$ 1,784,778	\$ 875,205	\$ 292,392	\$ 469,161	\$ 5,510	\$ 5,510	\$ 5,000	\$ 132,000
11		Other Government Funding	\$ 21,056,925	\$ 149,319			\$ 149,319				
12		Public Funding/So CA Gas	\$ 500,000	\$ -							
13		Back Door Deli	\$ 125,000	\$ -							
14		Rental Revenue	\$ 18,000	\$ -							
15		In-kind	\$ 1,626,899	\$ -							
16		Other (specify)		\$ -							
17		Other (specify)		\$ -							
18		Total Other Revenue (Sum of lines 1 through 17)	\$ 25,904,727	\$ 1,934,097	\$ 875,205	\$ 292,392	\$ 618,480	\$ 5,510	\$ 5,510	\$ 5,000	\$ 132,000
<b>I.B Client and Third Party Revenues:</b>											
19		Medicare		-							
20		Client Fees		-							
21		Insurance		-							
22		SSI		-							
23		Other (specify)		-							
24		Total Client and Third Party Revenues (Sum of lines 19 through 23)		-	-	-	-	-	-	-	-
25		GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 24)	25,904,727	1,934,097	875,205	292,392	618,480	5,510	5,510	5,000	132,000

## Exhibit B-2 Contractor Budget

III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	TRA	Parent Partner	Head Start	WRAP Children	WRAP Adult	Sober Women	Bridges to Recovery
<b>III.A. Salaries and Benefits Object Level</b>									
26 Salaries (Complete Staffing Schedule)	10,396,202	\$ 1,155,915	\$ 535,820	\$ 165,987	\$ 373,413			\$ 3,376	\$ 77,319
27 Employee Benefits	3,794,613	\$ 295,336	\$ 136,902	\$ 42,410	\$ 95,407			\$ 863	\$ 19,755
28 Consultants	2,824,658	\$ -							
29 Payroll Taxes		\$ 126,572	\$ 58,673	\$ 18,176	\$ 40,889			\$ 370	\$ 8,465
30 Salaries and Benefits Subtotal	\$ 17,015,473	\$ 1,577,823	\$ 731,394	\$ 226,572	\$ 509,709	\$ -	\$ -	\$ 4,608	\$ 105,539
<b>III.B Services and Supplies Object Level</b>									
31 Professional Fees		\$ 1,000			\$ 1,000				
32 Supplies	2,709,511	\$ 28,405	\$ 3,450	\$ 4,750	\$ 18,855				\$ 1,350
33 Telephone	164,583	\$ 16,700	\$ 8,000	\$ 3,350	\$ 3,650				\$ 1,700
34 Postage & Shipping	14,866	\$ 200			\$ 200				
35 Occupancy (Facility Lease/Rent/Costs)	882,895	\$ 31,361	\$ 11,374	\$ 6,398	\$ 11,250				\$ 2,340
36 Rental/Maintenance Equipment	119,439	\$ 6,466	\$ 3,100	\$ 2,416	\$ 800				\$ 150
37 Printing/Publications	25,531	\$ 150			\$ 150				
38 Transportation	217,542	\$ 80,453	\$ 38,523	\$ 15,000	\$ 17,330				\$ 9,600
39 Conferences, Meetings, Etc	12,000	\$ -							
40 Insurance	118,380	\$ 4,625	\$ 1,800	\$ 800	\$ 1,800				\$ 225
41 In-Kind	1,626,899	\$ -							
42 Utilities	204,000	\$ -							
43 Miscellaneous Expenses	486,900	\$ 23,794	\$ 7,400	\$ 2,700	\$ 2,784	\$ 5,078	\$ 5,078		\$ 754
44 Training	166,678	\$ 5,100	\$ 1,600	\$ 1,000	\$ 2,500				
45 Services and Supplies Subtotal	\$ 6,749,224	\$ 198,254	\$ 75,247	\$ 36,413	\$ 60,319	\$ 5,078	\$ 5,078	\$ -	\$ 16,119
46 III.C. Client Expense Object Level Total		\$ -							
47 SUBTOTAL DIRECT COSTS	\$ 23,764,697	\$ 1,776,077	\$ 806,641	\$ 262,986	\$ 570,027	\$ 5,078	\$ 5,078	\$ 4,608	\$ 121,658
<b>IV. INDIRECT COSTS</b>									
48 Administrative Indirect Costs (limited to 15%)	2,140,030	\$ 151,519	\$ 68,564	\$ 22,906	\$ 48,452	\$ 432	\$ 432	\$ 392	\$ 10,341
49 GROSS DIRECT AND INDIRECT COSTS	\$ 25,904,727	\$ 1,927,597	\$ 875,206	\$ 285,892	\$ 618,480	\$ 5,510	\$ 5,510	\$ 5,000	\$ 132,000

**EXHIBIT B-3  
FEE SCHEDULE**

**COUNTY OF SANTA BARBARA  
ALCOHOL & DRUG PROGRAM  
FEE SCHEDULE  
FY 2011-2012**

**ANNUAL GROSS FAMILY INCOME**

**NUMBER OF DEPENDENTS**

<b>FEE PER VISIT</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>5</b>	10,890	14,710	18,530	22,350	26,170	29,990	33,810	37,630
<b>10</b>	14,490	18,310	22,130	25,950	29,770	33,590	37,410	41,230
<b>15</b>	18,090	21,910	25,730	29,550	33,370	37,190	41,010	44,830
<b>20</b>	21,690	25,510	29,330	33,150	36,970	40,790	44,610	48,430
<b>25</b>	25,290	29,110	32,930	36,750	40,570	44,390	48,210	52,030
<b>30</b>	28,890	32,710	36,530	40,350	44,170	47,990	51,810	55,630
<b>35</b>	32,490	36,310	40,130	43,950	47,770	51,590	55,410	59,230
<b>40</b>	36,090	39,910	43,730	47,550	51,370	55,190	59,010	62,830
<b>45</b>	39,690	43,510	47,330	51,150	54,970	58,790	62,610	66,430
<b>50</b>	43,290	47,110	50,930	54,750	58,570	62,390	66,210	70,030
<b>55</b>	46,890	50,710	54,530	58,350	62,170	65,990	69,810	73,630
<b>60</b>	50,490	54,310	58,130	61,950	65,770	69,590	73,410	77,230
<b>65</b>	54,090	57,910	61,730	65,550	69,370	73,190	77,010	80,830
<b>70</b>	57,690	61,510	65,330	69,150	72,970	76,790	80,610	84,430
<b>75</b>	61,290	65,110	68,930	72,750	76,570	80,390	84,210	88,030
<b>80</b>	64,890	68,710	72,530	76,350	80,170	83,990	87,810	91,630
<b>85</b>	68,490	72,310	76,130	79,950	83,770	87,590	91,410	95,230
<b>90</b>	72,090	75,910	79,730	83,550	87,370	91,190	95,010	98,830

**MONTHLY GROSS FAMILY INCOME**

**NUMBER OF DEPENDENTS**

<b>FEE PER VISIT</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>5</b>	908	1,226	1,544	1,863	2,181	2,499	2,818	3,136
<b>10</b>	1,208	1,526	1,844	2,163	2,481	2,799	3,118	3,436
<b>15</b>	1,508	1,826	2,144	2,463	2,781	3,099	3,418	3,736
<b>20</b>	1,808	2,126	2,444	2,763	3,081	3,399	3,718	4,036
<b>25</b>	2,108	2,426	2,744	3,063	3,381	3,699	4,018	4,336
<b>30</b>	2,408	2,726	3,044	3,363	3,681	3,999	4,318	4,636
<b>35</b>	2,708	3,026	3,344	3,663	3,981	4,299	4,618	4,936
<b>40</b>	3,008	3,326	3,644	3,963	4,281	4,599	4,918	5,236
<b>45</b>	3,308	3,626	3,944	4,263	4,581	4,899	5,218	5,536
<b>50</b>	3,608	3,926	4,244	4,563	4,881	5,199	5,518	5,836
<b>55</b>	3,908	4,226	4,544	4,863	5,181	5,499	5,818	6,136
<b>60</b>	4,208	4,526	4,844	5,163	5,481	5,799	6,118	6,436
<b>65</b>	4,508	4,826	5,144	5,463	5,781	6,099	6,418	6,736
<b>70</b>	4,808	5,126	5,444	5,763	6,081	6,399	6,718	7,036
<b>75</b>	5,108	5,426	5,744	6,063	6,381	6,699	7,018	7,336
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<b>90</b>	6,008	6,326	6,644	6,963	7,281	7,599	7,918	8,236

## Exhibit C

### STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

#### 1. INDEMNIFICATION

##### **Indemnification pertaining to other than Professional Services:**

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

Contractor shall notify the County immediately in the event of any accident or injury arising out of or in connection with this Agreement.

##### **Indemnification pertaining to Professional Services:**

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

Contractor shall notify the County immediately in the event of any accident or injury arising out of or in connection with this Agreement.

#### 2. INSURANCE

Without limiting the Contractor's indemnification of the County, Contractor shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the County. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place Contractor in default. Upon request by the County, Contractor shall provide a certified copy of any insurance policy to the County within ten (10) working days.

**Workers' Compensation Insurance:** Statutory Workers' Compensation and Employers Liability Insurance shall cover all Contractor's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur

## Exhibit C

until at least thirty (30) days after receipt of such notice by the County. In the event Contractor is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if Contractor has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and Contractor submits a written statement to the County stating that fact.

**General and Automobile Liability Insurance:** The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of Contractor and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the Contractor in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between County and Contractor. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of Contractor pursuant to Contractor's activities hereunder. Contractor shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. County, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000, per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000, requires approval by the County.

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

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

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

**Professional Liability Insurance.** Professional liability insurance shall include coverage for the activities of Contractor's professional staff with a combined single limit of not less than \$1,000,000, per occurrence or claim and \$2,000,000, in the aggregate. Said policy or policies shall provide that County shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in

## Exhibit C

coverage. If the policy providing professional liability coverage is on a 'claims-made' form, the Contractor is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

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

3. In the event the Contractor is not able to comply with the County's insurance requirements, County may, at their sole discretion and at the Contractor's expense, provide compliant coverage.

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