

Attachment B: Agreement for Services of Independent Contractor,  
Good Samaritan Shelter BC 21285

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Good Samaritan Shelter with an address at 245 E. Inger St., Suite 103B Santa Maria, CA 93454 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

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

1. DESIGNATED REPRESENTATIVE

Emir Saafir Adult Services Probation Manager, at phone number (805) 631-6002 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Sylvia Barnard at phone number (805) 346-8185 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

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

To COUNTY: Santa Barbara County Probation Department  
117 E. Carrillo St.  
Santa Barbara, CA 93101-2061  
Attention: Emir Saafir, Adult Services Probation Manager

To CONTRACTOR: Good Samaritan Shelter  
245 E. Inger St., Suite 103B  
Santa Maria, CA 93454  
Attention: Sylvia Barnard, Executive Director

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

3. SCOPE OF SERVICES

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

4. TERM

CONTRACTOR shall commence performance on July 1, 2022, and end performance upon completion, but no later than June 30, 2023, unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing Good Samaritan Shelter - Adult FY 2022-23



shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

**6. INDEPENDENT CONTRACTOR**

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

**7. STANDARD OF PERFORMANCE**

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

**8. DEBARMENT AND SUSPENSION**

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

**9. TAXES**

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

**10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if



COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

#### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

#### **12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

#### **13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

#### **14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.



If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

**15. INDEMNIFICATION AND INSURANCE**

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

**16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

**17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

**18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

**19. TERMINATION**

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the



status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In

no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement

## **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 of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

## **21. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

## **22. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

## **23. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

## **24. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

## **25. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.



26. 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.

Agreement for Services of Independent Contractor between the County of Santa Barbara and Good Samaritan Shelter

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

ATTEST:

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: *Shirley Labuena*  
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: *Joan Hartmann*  
Joan Hartmann  
Chair, Board of Supervisors

Date: 5-17-22

RECOMMENDED FOR APPROVAL:  
PROBATION DEPARTMENT

DocuSigned by:  
By: *Tanja Heitman*  
FFA488B8288E486...  
Tanja Heitman, Chief  
Department Head

CONTRACTOR:  
GOOD SAMARITAN SHELTER

DocuSigned by:  
By: *Sylvia Barnard*  
36A0156AGGF04BA...  
Authorized Representative  
Name: Sylvia Barnard  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

Rachel Van Mullem  
County Counsel

DocuSigned by:  
By: *Maria Novatt*  
3E38D62862D24A8...  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA  
Auditor-Controller

DocuSigned by:  
By: *Robert Gius*  
D25019E2AF094BE...  
Deputy

APPROVED AS TO FORM:

Gregory Milligan, ARM  
Risk Manager

DocuSigned by:  
By: *Gregory Milligan*  
DC240AC1E64247D...  
Risk Management

EXHIBIT A

STATEMENT OF WORK

- I. **CONTRACTOR shall provide the following enhanced treatment services, related recovery and re-entry services, and personnel for Post Release Community Supervision (PRCS), Post Sentence Supervision (PSS), and/or clients under jail supervision in Santa Barbara County, funded through AB109 (Realignment) to include:**

A. **Service Component:**

1. CONTRACTOR shall provide Moral Reconciliation Therapy (MRT) as substance abuse treatment and Seeking Safety as a trauma-informed treatment intervention to Realigned clients referred by the COUNTY's Probation Department. Clients referred may include PRCS and PSS clients under COUNTY supervision. The RESET group will be offered for MRT participants and MRT graduates, utilizing the Living in Balance curriculum, an evidence based program response to relapse and to address further relapse prevention, not limited to the realigned population. Services will be delivered at the Probation Report and Resource Center (PRRC) location in Santa Maria or at a location mutually agreed upon by COUNTY and CONTRACTOR.

B. **Description of Component:**

1. CONTRACTOR shall provide two (2) 90-minute meetings per week to four (4) groups of up to twelve (12) clients per group. The group will focus on MRT and Seeking Safety in accordance with training and model requirements. This substance abuse treatment will include the use of the relapse prevention workbook and lessons. When there are three (3) or more female clients, there will be one (1) female only group. The group times will be determined by COUNTY.
2. CONTRACTOR will provide a RESET group utilizing the Living in Balance curriculum to an individual or group 1 time per week over the course of 4 to 6 weeks, depending on the recommendation by CONTRACTOR and agreed upon by COUNTY.
3. CONTRACTOR will ensure that groups are staffed by a Drug and Alcohol Certified Counselor who is also certified in MRT and Seeking Safety.
4. CONTRACTOR shall provide services in Spanish as needed.
5. Counselor shall be trained in and utilize the Motivational Interviewing (MI) technique.
6. Counselor shall stay informed on and implement MRT and Seeking Safety evidence-based curriculum in providing treatment services.
7. Counselor shall refer pregnant clients to perinatal specialized services, as clinically indicated.
8. CONTRACTOR shall notify COUNTY prior to making any staffing changes.
9. CONTRACTOR shall adhere to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 regulations, develop and maintain comprehensive patient confidentiality policies and procedures, and demonstrate reasonable effort to secure written and/or electronic client.
10. CONTRACTOR shall cooperate in making available necessary witnesses for court hearings and trials, including staff that have provided treatment to a client referred by COUNTY.



C. Budgeted Service Level:

1. One (1.00) Full Time Equivalent (FTE), Drug and Alcohol Certified Counselor.

D. Location of Service:

1. Santa Maria PRRC, 124 W. Carmen Lane, Santa Maria, CA 93458.

E. Hours of Operation:

1. Monday through Thursday between 8:30 a.m. to 5:30 p.m. and Friday 8:30 to 5 p.m.
2. Classes held via a virtual platform may be held outside of the business hours of the PRRC upon agreement by CONTRACTOR and COUNTY.

F. Treatment Position Title:

1. Drug and Alcohol Certified Counselor

G. Qualifications of Position:

1. Staff hired to work directly with clients shall have competence and experience in working with substance use disorders and co-occurring disorders as required by State regulation.

H. Client Referral & Attendance Monitoring:

1. CONTRACTOR shall accept all referrals and upon receipt of referral shall enroll the client within two (2) business days.
2. CONTRACTOR shall conduct individual intake and discharge appointments with the client.
3. CONTRACTOR shall be responsible for documenting group participation in client files for all attendees and shall also have a group sign-in log that will be provided to COUNTY for verification of attendance.
4. Discharge planning shall be conducted by CONTRACTOR. The plan shall include recommendations for post-discharge; linkages to other services, if appropriate; reason for discharge; and clinical discharge summary. CONTRACTOR will provide COUNTY with a discharge plan for each client two weeks before discharge from services unless otherwise previously agreed to by COUNTY.
5. CONTRACTOR will provide COUNTY, for clients discharged prior to completion of program, with a discharge summary that includes a reason for discharge, unless otherwise previously agreed to by COUNTY.
6. If CONTRACTOR determines referred client is not appropriate for the services provided under this Agreement, CONTRACTOR shall notify COUNTY's assigned supervisor or designee within twenty-four (24) hours of that determination. Clients may be dropped or disqualified from services by CONTRACTOR with approval from the aforementioned COUNTY representative.

I. Performance Measures:

1. Eighty-five percent (85%) of Individual intake appointments with clients by CONTRACTOR will occur within one week prior to class start date.
2. Ninety percent (90%) of clients that are successfully discharged from treatment will receive a written discharge/relapse prevention plan from CONTRACTOR within two (2) weeks before discharge.
3. Ninety-five percent (95%) of clients will complete the Texas Christian University (TCU) Criminal Thinking Scales (TCU CTS) pretest at or before the first day of attendance (33 Likert questions). Not required if administered concurrently by another provider at PRRC and information provided to CONTRACTOR.
4. Eighty percent (80%) of clients will complete a post TCU Criminal Thinking Scales (TCU CTS) within one week of final session prior to successful discharge.
5. CONTRACTOR will capture data on 100% of those clients that complete an intake at time of exit/discharge, to include; exit date, exit reason, number of absences (number excused and number unexcused), and the number of sessions completed out of total sessions.

II. **CONTRACTOR shall provide the following services for Transitional Sober Living in Lompoc for the PRCS and PSS offenders under probation supervision, funded through Realignment to include:**

A. Service Component:

1. CONTRACTOR shall provide two (2) beds on an ongoing basis.
2. COUNTY may refer additional clients, beyond the guaranteed two (2) beds at the negotiated rate, per the budget indicated below in Section V.C and in ATTACHMENT B-1, but CONTRACTOR is not required to hold any additional beds.
3. CONTRACTOR shall accept all COUNTY referrals requiring a clean and sober living environment except those offenders who have been previously banned from the facility, and those required to register as a sex offender pursuant to the Sex Offender Registration Act (California Penal Code §290 et seq.). While every effort shall be made to accept COUNTY referrals, CONTRACTOR may refuse referrals based on previous history or unsuitability of clients for the communal living environment. CONTRACTOR shall immediately notify COUNTY of any refusal to accept a referral.
4. The Sober Living Environment (SLE) shall meet all applicable California health, safety and fire code standards to include, but not limited to, the requirements under California Health and Safety Code Sections 13113.7 and 17910 - 17995.5.
5. CONTRACTOR understands that the goals of the program include the client becoming self-sufficient.



## B. Description of Component:

1. The SLE must have onsite kitchens which contain necessary appliances (including, but not limited to, oven/stove, refrigerator, etc.) and the capacity for participants to prepare three (3) meals a day, and provide a secure storage for client's food. Meals are included in the daily rate.
2. Repair, maintenance, and cleanliness are critical elements of any SLE. Attention should be given to the health and safety of all residents and therefore the home will meet minimum fire and health standards. Space will be adequate to accommodate each individual comfortably in an atmosphere of dignity and respect. Maximum of two (2) individuals to a room regardless of whether an individual is a client referred by COUNTY or an existing client of CONTRACTOR referred by another source or self-referred.
3. COUNTY referred participants must attend non-residential drug and alcohol treatment (e.g. Alcoholics Anonymous/Narcotics Anonymous [AA/NA], substance abuse treatment, ROSC, etc.) concurrently. SLE service providers have the responsibility to notify COUNTY if they have knowledge that a participant in their program is failing to attend non-residential drug and alcohol treatment services. COUNTY shall reassess for an appropriate course of action which may include termination of SLE services.
4. CONTRACTOR must maintain Policies and Procedures governing staff conduct, client rights, policy on client co-pay, client property and other matters pertaining to house rules. A copy of its Policies and Procedures which must be signed by the client acknowledging receipt, and a signed copy of the client's rights must be given to the client at intake by CONTRACTOR.
5. For non-guaranteed beds, CONTRACTOR shall not bill for any services for a client after that client is absent for two (2) consecutive days from the residence.
6. CONTRACTOR must report all discharges, departures, and program violations to COUNTY immediately, but in any event within 24 hours.
7. CONTRACTOR shall be required to immediately inform COUNTY upon learning of any allegation of staff misconduct and/or sexual conduct between client and staff, and/or client and client. CONTRACTOR shall respect the rights of clients and staff, conduct appropriate investigations so that facts can be ascertained, ensure that staff be cleared if the allegation is found to be without merit, ensure that offending staff be dealt with appropriately, and that corrective action be taken if necessary to reduce the possibility of future occurrences. CONTRACTOR shall keep COUNTY informed and shall cooperate with COUNTY in the investigation and resolution of the situation.
8. CONTRACTOR shall not require the client to relinquish any part of any government aid or benefits while in the program unless reviewed and approved by COUNTY.
9. CONTRACTOR will provide clients with the full range of services which include but are not limited to, Individualized Service Plans which will be provided on a monthly basis when submitting invoicing, housing assistance upon discharge, monitored medication distribution, assistance in facilitating medication refills, transportation, crisis management, court advocacy, and other case management services as required. This includes transportation to programming or appointments at the Probation Report and Resource Center. Individualized Service Plans will be provided to COUNTY on a monthly basis and are to be attached to monthly invoice.

10. CONTRACTOR will provide the COUNTY with a discharge plan for each client two weeks before discharge from services unless otherwise previously agreed to by COUNTY.
11. Contractor will maintain data on all referred clients which will include, but not be limited to, offender specific case plan and goals, progress towards those goals, and program exit outcomes and exit status.

C. Budgeted Service Level:

1. Two (2) guaranteed beds at \$912.50, per month, per bed. Additional referrals at \$33, per bed, per day.

D. Location of Service:

1. Bridge house, 2025 Sweeney Road, Lompoc, CA 93436

E. Performance Measures:

1. Ninety percent (90%) of housed client's Individualized Service Plans (ISP) will be completed within one (1) week of entry into the SLE facility and a copy sent to COUNTY. The ISP will include name of programs to which client was referred and referral date.
2. One hundred percent (100%) of clients identified as unemployed, will be referred to the PRRC for employment assessment and service referral.
3. At discharge, 75% of housed clients who are successfully discharged will have secured stable housing defined as a regular nighttime residence or having a primary nighttime residence that is not a temporary shelter or other place not designed for sleeping with exit destination documented and provided to COUNTY.
4. Ninety percent (90%) of clients that are successfully discharged will receive a written discharge plan completed by CONTRACTOR within two (2) weeks before discharge.
5. CONTRACTOR will notify probation within 24 hours for 100% of clients who abscond housing.
6. CONTRACTOR will capture data on 100% of clients at time of exit/discharge to include; exit date, exit reason, and number of bed days utilized.

**III. CONTRACTOR shall provide the following services for Sober Living in the Santa Maria region for PRCS and PSS offenders under probation supervision, funded through Realignment to include:**

A. Service Component:

1. Contractor shall provide three guaranteed (3) beds on an ongoing basis.





7. CONTRACTOR must report all discharges, departures, and program violations to COUNTY immediately, but in any event not later than within 24 hours.
8. CONTRACTOR shall be required to immediately inform COUNTY upon learning of any allegation of staff misconduct and/or sexual conduct between client and staff, and/or client and client. CONTRACTOR shall respect the rights of clients and staff, conduct appropriate investigations so that facts can be ascertained, ensure that staff be cleared if the allegation is found to be without merit, ensure that offending staff be dealt with appropriately, and that corrective action be taken if necessary to reduce the possibility of future occurrences. CONTRACTOR shall keep COUNTY informed and shall cooperate with COUNTY in the investigation and resolution of the situation.
9. CONTRACTOR shall not require the client to relinquish any part of any government aid while in the program unless reviewed and approved by COUNTY.
10. CONTRACTOR will provide clients with the full range of services which include but are not limited to, Individualized Service Plans which will be provided on a monthly basis when submitting invoicing, housing assistance upon discharge, monitored medication distribution, assistance in facilitating medication refills, transportation, crisis management, court advocacy, and other case management services as required. This includes transportation to programming or appointments at the Probation Report and Resource Center.
11. CONTRACTOR will provide COUNTY with a discharge plan for each client two weeks before discharge from services unless otherwise previously agreed to by COUNTY.
12. Contractor will maintain data on all referred clients which will include, but not be limited to, offender specific case plan and goals, progress towards those goals, program exit outcomes and exit status.

C. Budgeted Service Level:

1. Three (3) guaranteed beds at \$912.50, per month, per bed. Additional referrals at \$33, per bed, per day.

D. Location of Service:

1. 1404 N. Lincoln, Santa Maria, CA 93458
2. 607 E. Hermosa St., Santa Maria, CA 93454
3. 1933 Elmwood Dr., Santa Maria, CA 93455

E. Performance Measures:

1. Ninety percent (90%) of housed client's Individualized Service Plans (ISP) will be completed within one (1) week of entry into the SLE facility and a copy sent to the COUNTY. The ISP will include name of programs to which the client was referred and referral date.
2. One hundred percent (100%) of clients identified as unemployed, will be referred to the PRRC for employment assessment and service referral.



3. At discharge, 75% of housed clients who are successfully discharged will have secured stable housing defined as a regular nighttime residence or having a primary nighttime residence that is not a temporary shelter or other place not designed for sleeping with exit destination documented and provided to COUNTY.
4. Ninety percent (90%) of clients that are successfully discharged will receive a written discharge plan completed by CONTRACTOR within two (2) weeks before discharge.
5. CONTRACTOR will notify the Probation Department within 24 hours for 100% of clients who abscond housing.
6. CONTRACTOR shall capture data on 100% of clients at time of exit/discharge to include; exit date, exit reason, and number of beds days utilized.

**IV. CONTRACTOR shall provide the following services for shelter beds in Santa Maria & Lompoc for the PRCS and PSS offenders under probation supervision, funded through Realignment to include:**

**A. Service Component:**

1. CONTRACTOR shall provide shelter beds for probation pre-approved PRCS and PSS offenders who are on waiting lists for clean and sober housing. The shelter bed at Good Samaritan Shelter will include intensive case management, drug testing, and court representation (if necessary). Participants will also have access to on site laundry facilities, be provided two meals per day, a mailing address and clothing vouchers.
2. CONTRACTOR shall accept all COUNTY referrals except for offenders who have been previously banned from the facility or those required to register as a sex offender pursuant to the Sex Offender Registration Act (California Penal Code §290 et seq.). While every effort shall be made to accept COUNTY referrals, CONTRACTOR may refuse referrals based on previous history or unsuitability of clients for the communal living environment. CONTRACTOR shall immediately notify COUNTY of any refusal of referrals.
3. CONTRACTOR understands that the goals of the program include the client becoming self-sufficient.
4. CONTRACTOR shall report all discharges, departures, and program violations by/of Participant to COUNTY within twenty-four (24) hours.

**B. Description of Component:**

1. Two meals are included in the daily rate.
2. Repair, maintenance, and cleanliness are critical elements of any shelter. Attention should be given to the health and safety of all residents. The shelter shall meet minimum fire and health standards. Space will be adequate to accommodate each individual comfortably in an atmosphere of dignity and respect.

3. The shelter beds shall meet all applicable California health, safety and fire code standards to include, but not limited to, the requirements under California Health and Safety Code Sections 13113.7 and 17910 - 17995.5.
4. COUNTY referred participants must attend non-residential drug and alcohol treatment (e.g. Alcoholics Anonymous/Narcotics Anonymous [AA/NA], substance abuse treatment, ROSC, etc.) concurrently. CONTRACTOR shall notify COUNTY of participants who are failing to attend non-residential drug and alcohol treatment services. COUNTY shall reassess for an appropriate course of action, which may include termination of shelter services.
5. CONTRACTOR must maintain Policies and Procedures governing staff conduct, client rights, client co-pay, client property, CONTRACTOR shall provide client with copies of policies and procedures pertaining to house rules affecting the living conditions or privileges of client. Each client must sign a copy of the client rights acknowledging receipt, and a signed copy of the client rights must be given to the client at intake by CONTRACTOR.
6. CONTRACTOR shall not bill for any services for a client after that client is absent for two (2) consecutive days from the residence.
7. CONTRACTOR must report all discharges, departures, and program violations to COUNTY immediately, but in any event not later than 24 hours.
8. CONTRACTOR shall be required to immediately inform COUNTY upon learning of any allegation of staff misconduct and/or sexual conduct between client and staff, and/or client and client. CONTRACTOR shall respect the rights of clients and staff, conduct appropriate investigations so that facts can be ascertained, ensure that staff be cleared if the allegation is found to be without merit, ensure that offending staff be dealt with appropriately, and that corrective action be taken if necessary to reduce the possibility of future occurrences. CONTRACTOR shall keep COUNTY informed and shall cooperate with COUNTY in the investigation and resolution of the situation.
9. CONTRACTOR shall not require the client to relinquish any part of any government aid or benefits while in the program unless reviewed and approved by COUNTY.
10. CONTRACTOR will provide drug testing and case management for offenders referred to AB 109 specific services.
11. CONTRACTOR will participate in meetings held by COUNTY or COUNTY's designee and (if applicable) cooperate in data collection and provide data as requested by the COUNTY Designated Representative.

C. Budgeted Service Level:

1. Rate is \$30, per day, for up to 720 bed days.

D. Location of Service:

1. 401 W Morrison Ave. C, Santa Maria, CA 93458



V. CONTRACTOR shall provide the following services for Detoxification (Detox) for the PRCS and PSS offenders under probation supervision, funded through Realignment to include:

A. Service Component:

1. CONTRACTOR shall furnish services to COUNTY Probation Department referred clients. Services shall include, but are not limited to, the following:
  - a. Supervised alcohol and drug free environment
  - b. Active affiliation with AA programs
  - c. Supportive Social Services
  - d. Structured and group activities
  - e. Basic health and personal hygiene maintenance
  - f. Monitoring of medications
  - g. Residential detox for up to fourteen (14) days, as needed
  - h. Random drug screening shall be administered to verify continued abstinence
  - i. Because of the close proximity of the residential detox facilities to the family transitional living environments, CONTRACTOR shall not be able to assist sexual offenders of any type. All clients shall be required to receive a medical clearance before admit.

B. Budgeted Service Level:

1. Rate per day \$125. Maximum number of service days 730.
2. Additional Beds are \$125/day for Santa Maria and \$189/day for Lompoc

C. CONTRACTOR will provide the COUNTY with a discharge plan for each client two weeks before discharge from services unless otherwise previously agreed to by COUNTY.

D. Performance Measures:

1. Ninety percent (90%) of clients that are successfully discharged from Withdrawal Management will have completed a Relapse prevention plan and will have reviewed the plan with the AOD counselor. Copy of Relapse prevention plan will be sent to COUNTY within two (2) weeks before discharge.
2. CONTRACTOR will ensure 100% of clients successfully discharged from detoxification/withdrawal management services, will have contacted Access line to be screened for after care treatment referral. CONTRACTOR will contact regional Probation office to inform of client discharge and aftercare treatment plan no later than 24 hours prior to discharge.
3. CONTRACTOR will capture data on 100% of clients at time of exit/discharge to include; exit date, exit reason, # of bed days utilized.

VI. CONTRACTOR shall provide the following services for Recovery Oriented Systems of Care (ROSC) Group, funded through Realignment:

A. Service Component:

1. CONTRACTOR shall provide COUNTY referred clients, Recovery Oriented Systems of Care (ROSC) groups and support person-centered and self-directed approaches to care that build on the personal responsibility, strengths, and resilience of individuals, families, and communities, to achieve sustained health, wellness, and recovery from alcohol and drug problems.. Client referrals shall include standard probationers, post release community supervision, and post sentence clients under COUNTY supervision. ROSC groups are usually alternatives or additions to the current menu of 12-Step meetings that have been established throughout the community. CONTRACTOR shall establish one (1) or more of the following groups: Self-Management and Recovery Training (SMART) Recovery®, Double Trouble in Recovery (DTR) and/or Psycho-educational drug abuse intervention groups.
2. Services shall be delivered at the Probation Report and Resource Center (PRRC) location in Santa Maria, or at a location mutually agreed upon by COUNTY and CONTRACTOR.

B. Description of Component:

1. SMART Recovery®: SMART is a self-help program for Alcohol and Other Drug Abuse issues established to provide an alternative to Alcoholics Anonymous, Narcotics Anonymous, and other faith-based 12-Step programs. SMART is a Cognitive Behavioral Therapy (CBT) model that is offered in a small group format, supported through peer-driven meetings where participants have the opportunity to learn and refine skills from those who have mastered them in their own recovery. SMART focuses on recognizing and changing distorted thought patterns in order to change emotions and behaviors.
2. Double Trouble in Recovery (DTR): DTR is designed to meet the needs of clients with co-occurring disorders. Traditional 12-Step models may not provide adequate assistance to individuals with co-occurring disorders. DTR fills a gap by customizing the 12-Step for clients with co-occurring disorders to address their individual needs, including medication management issues.
3. Psycho-educational drug abuse intervention groups: Psycho-educational drug abuse intervention groups are didactic or lecture and discussion groups covering established Matrix model early recovery and relapse prevention topics. Topics shall focus on the process of recovery, including post-acute withdrawal syndrome (PAWS), relapse prevention planning and skills building.
4. CONTRACTOR shall follow the curriculum and guidelines established by SMART and DTR, as applicable.

C. Budgeted Service Level:

1. CONTRACTOR shall hold groups of any combination of components listed in Section B per week, based on the number of referrals and referred clients' needs.



- 2. Groups shall be sixty (60) to ninety (90) minutes in length each.
- 3. Budget: Group sessions rate of \$80 per session, not to exceed 104 sessions.

D. Location of Services

- 1. Santa Maria PRRC, 124 W. Carmen Lane, Santa Maria, CA 93458

E. Hours of Operation:

- 1. Monday through Thursday between 8:30 a.m. to 5:30 p.m. and Friday 8:30 to 5 p.m.
- 2. Classes held via a virtual platform may be held outside of the business hours of the PRRC upon agreement by CONTRACTOR and COUNTY.

F. Client Referral and Attendance Monitoring:

- 1. CONTRACTOR shall be responsible for documenting group participation in client files for all attendees and shall also have a group sign-in log that shall be provided to COUNTY for verification of attendance.
- 2. If CONTRACTOR determines referred client is not appropriate for the services provided under this Agreement, CONTRACTOR shall notify COUNTY'S within twenty- four (24) hours of that determination. Clients may be dropped or disqualified from services by CONTRACTOR with approval from COUNTY.

**VII. CONTRACTOR shall provide the following enhanced treatment services, related recovery and re-entry services and personnel for offenders supervised on felony probation in Santa Barbara, funded through SB678 to include:**

A. Service Component:

- 1. CONTRACTOR shall provide Moral Reconciliation Therapy (MRT), as a substance abuse intervention, to high-risk felony probation clients referred by COUNTY's Probation Department, including any referrals received from the Santa Barbara Superior Court for participation in Re-entry Drug Court (RDC). Client referrals will include standard probationer clients under COUNTY supervision through SB678. Services will be delivered at the PRRC location in Santa Barbara or at a location mutually agreed upon by COUNTY and CONTRACTOR.

B. Description of Component:

- 1. CONTRACTOR shall provide two (2), 90-minute meetings per week to two (2) groups of up to twelve (12) clients per group. The group will focus on MRT in accordance with the MRT training and model requirements and will include Re-Entry Drug Court (RDC) participants, if referred. This substance abuse treatment will include the use of the relapse prevention workbook and lessons. The group times will be determined by COUNTY and will be staffed by a Drug and Alcohol Certified Counselor who is MRT certified.

2. CONTRACTOR shall participate in staffing and court review and serve as a client advocate during the court process for RDC participants.
3. CONTRACTOR shall utilize the Addiction Severity Index (ASI) as part of the intake process and again at the six (6) month mark in order to capture changes for RDC participants.
4. CONTRACTOR shall act as the participants' liaison between the Substance Abuse Treatment Court (SATC), COUNTY, community providers, and jail programs and attend meetings, trainings, and conferences with the treatment team for RDC participants.
5. CONTRACTOR shall provide services in Spanish as needed.
6. Counselor shall be trained in and utilize the Motivational Interviewing (MI) techniques.
7. Counselor shall stay informed on and implement MRT or other current evidence-based curriculum in providing treatment services.
8. Counselor shall refer pregnant clients to perinatal specialized services, as clinically indicated.
9. CONTRACTOR shall notify COUNTY prior to making any staffing changes.
10. CONTRACTOR shall adhere to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, develop and maintain comprehensive patient confidentiality policies and procedures, and demonstrate reasonable effort to secure written and/or electronic client information.
11. CONTRACTOR shall cooperate in making available necessary witnesses for court hearings and trials, including staff that have provided treatment to a client referred by COUNTY.

C. Budgeted Service Level:

1. 15 hours per week, Drug and Alcohol Certified Counselor.

D. Location of Service:

1. Santa Maria PRRC, 124 W. Carmen Lane, Santa Maria, CA 93458.

E. Hours of Operation:

1. Monday through Thursday between 8:30 a.m. to 5:30 p.m. and Friday 8:30 to 5 p.m.
2. Classes held via a virtual platform may be held outside of the business hours of the PRRC upon agreement by the CONTRACTOR and COUNTY.

F. Treatment Position Title:



1. Drug and Alcohol Certified Counselor.

G. Qualifications of Position:

1. 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.

H. Client Referral and Attendance Monitoring:

1. CONTRACTOR shall accept all referrals and upon receipt of referral shall enroll the client within two (2) business days.
2. CONTRACTOR shall conduct an individual intake and discharge appointment with the client.
3. The CONTRACTOR shall document group participation in client files for all attendees and shall also have a group sign-in log that shall be provided to COUNTY for verification of attendance.
4. Discharge planning shall be conducted by CONTRACTOR. The plan shall include recommendations for post-discharge; linkages to other services, if appropriate; reason for discharge; and clinical discharge summary. CONTRACTOR will provide COUNTY with a discharge plan for each client two weeks before discharge from services unless otherwise previously agreed to by COUNTY.
5. CONTRACTOR will provide COUNTY, for clients discharged prior to completion of program, with a discharge summary that includes a reason for discharge, unless otherwise previously agreed to by COUNTY.
6. If CONTRACTOR determines referred client is not appropriate for the services provided under this Agreement, CONTRACTOR shall notify COUNTY within twenty-four (24) hours of that determination. Clients may be dropped or disqualified from services by CONTRACTOR with approval from COUNTY.

I. Performance Measures:

1. Eighty-five percent (85 %) of Individual intake appointments with clients will occur within one week prior to class start date.
2. Ninety percent (90%) of clients that are successfully discharged from treatment will receive a written discharge/relapse prevention plan from CONTRACTOR within two (2) weeks before discharge.
3. Ninety-five percent (95%) of clients will complete the TCU Criminal Thinking Scales (TCU CTS) pretest at or before first day of attendance (33 Likert questions) . Not required if administered concurrently by another provider at PRRC concurrently and information is provided to CONTRACTOR.