

COUNTY OF SISKIYOU
DESIGN PROFESSIONAL SERVICES CONTRACT
FOR BOARD OF SUPERVISORS SIGNATURE

This Contract is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

COUNTY: Siskiyou County Health and Human Services Agency
Behavioral Health
2060 Campus Drive
Yreka, California 96097
(530) 841-4100 Phone
(530) 841-4133 Fax

And

CONTRACTOR: Dr. LisaMarie P. Miramontes, Ph.D.
Sole Proprietor
22 Garthe Court
Vallejo, California 94591
(415) 672-3212 Phone
lisamariemiramontes@fredfinch.org Email

In Process

ARTICLE 1. TERM OF CONTRACT

- 1.01** Contract Term: This Contract shall become effective on December 1, 2024, and shall terminate on June 30, 2026, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

- 2.01** Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

- 3.01** Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by the Health and Human Services Agency Director (or his or her designee).

To the extent that Exhibit A contains terms in conflict with this Contract or to the extent that it seeks to supplement a provision regarding a subject already fully addressed in this Contract, including a clause similar to this seeking to render its language superior to conflicting language in this Contract, such language is hereby expressly deemed null and void by all parties upon execution of this Contract.

- 3.02** Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

- 3.03** Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

- 4.01** Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit "A". Payment shall not exceed amount appropriated by the Board of Supervisors for such services for the fiscal year.

- 4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered.

- 4.03** Date for Payment of Compensation: County shall pay within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.

- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of

materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01** Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02** Contract Management: Contractor shall report to the Health and Human Services Agency Director (or his or her designee) who will review the activities and performance of the Contractor and administer this Contract.
- 5.03** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.
- 5.04** Workers' Compensation: Contractor shall maintain a workers' compensation plan, in an amount of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease, covering all its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.
- 5.05** Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees, or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$2,000,000) Two Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims

for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.06 General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability with limits no less than Two Million Dollars (\$2,000,000) per occurrence and automobile policy or policies of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.07 Certificate of Insurance and Endorsements: Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a "Certificate Holder" or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by Contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.**

5.08 Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and

interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

5.09 IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.

5.10 Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability insurance policy with a minimum coverage level of (\$2,000,000) Two Million Dollars, or as determined in writing by County's Risk Management Department.

5.11 State and Federal Taxes: As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor's payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor.
- c. County will not withhold state or federal income tax from payment to Contractor.
- d. County will not make disability insurance contributions on behalf of Contractor.
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

5.12 Records: All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the

same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

- 5.13 Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.
- 5.14 Assignability of Contract:** It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.
- 5.15 Warranty of Contractor:** Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- 5.16 Withholding for Non-Resident Contractor:** Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

- 5.17 Compliance with Child, Family and Spousal Support Reporting Obligations:** Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default

within ninety (90) days of notice by County shall be grounds for termination of this Contract.

5.18 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of County.

5.19 Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.

5.20 Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

ARTICLE 6. OBLIGATIONS OF COUNTY

6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

7.01 Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor
2. Death of Contractor

7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.

7.03 Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is

terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.

- 7.04** Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02** Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.
- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who

work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.

- 8.06** Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08** Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.
- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.

- 8.14** Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
- 8.15** No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

In Process

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: _____

NANCY OGREN, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: Dr. LisaMarie P. Miramontes

Date: 1/10/2025 _____

Signed by:

Dr. LisaMarie P. Miramontes, Ph.D.

Dr. LisaMarie P. Miramontes, Sole Proprietor

License No.: _____

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. On File

ACCOUNTING:

Fund	Organization	Account	Activity Code	FY24/25	FY25/26	Total
2122	401030	723000	2075	\$37,125	\$35,325	\$72,450

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed: \$72,450.00.

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

Exhibit “A”

Scope of Services

Contractor shall provide the following program implementation services during the term of this contract:

- a. Prepare for and facilitate the Proposition 47 evaluation launch meeting.
- b. Facilitate monthly evaluation meetings with project administrators and other key stakeholders.
- c. Create internal evaluation implementation plan.
- d. Create logic model based on the Board of State and Community Corrections (BSCC) specifications and project workplan.
- e. Create data collection tools, incorporating student learning.

Deliverables

Contractor shall prepare the following deliverables, although the list is not exhaustive:

- a. Monthly evaluation meeting materials and agendas; and
- b. Internal evaluation and implementation plan; and
- c. Logic model based on project workplan; and
- d. Siskiyou County Prop 47 Local Evaluation Plan for submission to BSCC; and
- e. Data collection tools in alignment with evaluation plan; and
- f. Data collection protocols and administration guidelines; and
- g. Internal summary evaluation reports; and
- h. Stakeholder presentations, and
- i. Siskiyou County Prop 47 Final Evaluation Report for submission to BSCC.

Approach To Work

To address County and Prop 47 Grant-specific needs. Contractor shall conduct a data-driven, utilization-focused, and collaborative evaluation approach. The process for carrying out the project is comprised of five (5) components, as outlined below.

- a. **Data Review, Assessment, and Evaluation Planning**
Contractor shall assess and review all available data and Prop 47 documents from County, and information available from the BSCC. From this review, Contractor shall revise and finalize a logic model and local evaluation plan for the County’s Prop 47 program in collaboration with County and other stakeholders as appropriate and provide initial recommendations regarding data collection and maintaining timelines for data transmission and report submission, ensuring County and Contractors are trained on the project’s administrative requirements.
- b. **Develop Data Collection Tools**

Contractor to document the characteristics of program clients and the nature and extent of services received through the program, the evaluation team will rely on service data collected and maintained in the Homeless Management Information System and SmartCare and other service data collection mechanisms in use by County. Contractor will design additional data collection instruments, conduct training, and provide technical support for data collection for County staff and contracted providers. As needed Contractor will revise collection tools based on experience and feedback during prior program year(s).

c. Data Collection and Implementation Monitoring

Contractor will manage and monitor all incoming data. Any implementation issues identified by the eval team will be immediately communicated to program leadership at the County and discussed during monthly evaluation meetings. Qualitative data will also be collected in the form of key stakeholder interviews with program staff and voluntary focus groups with participants. Key stakeholder interviews will be conducted annually and will seek information about implementation fidelity and opportunities to strengthen programming. Focus groups (3-4) will take place throughout the year and will focus on the experience of participants as they undergo rehabilitative services. Participate in planned local advisory meetings and summarize findings.

d. Quarterly and Final Reporting

Contractor will review merged datasets, verify accuracy, and conduct comprehensive qualitative and quantitative analyses. Qualitative Content Analysis, a systematic method for describing the meaning of quantitative data using an inductive coding frame, will be used in the analysis of interviews and focus groups. Univariate and multivariate statistical methods will be applied in the analysis of qualitative data.

- e.** Contractor will incorporate student learning interns into the Proposition 47 Proposition 47 data collection. Contractor will become familiar with the guiding principles of Proposition 47 data collection, understand the purpose of data collection to determine project results and document evidence regarding efficacy and impact. The data evaluator shall review eligible activities under Proposition 47 and incorporate student learning in the approach to work. As a requirement of the BSCC grant, the student must be California State University (CSU) bachelor or master level interns in Social Work, Sociology, Public Health, or similar programs. The data evaluator shall include a detailed description on how the student learning is incorporated into the data evaluation process, as part of the Local Evaluation Plan.

f. Proposed Project Deliverables

FY 2024 - 2026	
Tasks/Services	Deliverables(s)
Prepare for and facilitate Prop 47 evaluation launch meeting	Meeting materials and agenda
Facilitate monthly evaluation meetings with project administrators and other key stakeholders	Meeting materials and agendas
Create internal evaluation implementation plan: -Review all relevant Prop 47 materials -Determine availability of Prop 47 data for evaluation purposes -Design evaluation plan/methodology that corresponds to project workplan submitted to BSCC -Collaborate with project staff to finalize evaluation implementation plan -Process Evaluation Method and Design -Outcome Evaluation Method and Design	Local Evaluation Plan
Develop data collection tools in alignment with evaluation plan (may include questionnaires, focus group protocols and/or Key Stakeholder Interviews, tracking (logs/tools) to gather process and outcome information from diverse clients and stakeholders of project.	-Quarterly Report Template -Focus Group protocols -Key Stakeholder Interview protocols -Tracking Logs
Engage in data collection (i.e., survey implementation, focus groups, administrative data) -Conduct training, and provide technical support for data collection for Siskiyou BHS staff and contracted providers	Copies of data collection protocols and administration guidelines

Develop internal summary evaluation report(s) including all collected data as well as a series of recommendations for process improvement	Summary Report(s)
Facilitate monthly evaluation meetings with project administrators	Meeting materials and agendas
Update annual project evaluation plan: -Review all relevant Prop 47 materials -Determine availability of Prop 47 data for evaluation purposes -Design evaluation plan/methodology that corresponds to project workplan submitted to BSCC -Collaborate with project staff to refine evaluation plan	Evaluation plan
Develop Final Evaluation Report for substitution to BSCC, including: -Executive Summary -Project Background -Process Evaluation Method, Design, Results and Discussion -Outcome Evaluation Method, Design, Results, and Discussion -Conclusions and Recommendations -Current Logic Model -Grantee Highlights	

County Responsibilities

County shall provide the following services during the term of this agreement:

- A. Provide timely access to Provider documentation, contracts/scopes of work, data collection tools, data/reports, and other relevant materials as requested by Contractor. Assist with requests to County staff and Providers for program-level data and/or reports, as needed.
- B. Provide any new BSCC-related documentation or reports, pertaining to established goals, objectives, outcomes, or other key elements that could impact evaluation or data collection efforts moving forward.
- C. Provide access to internal contract monitors and/or information Technology staff as needed to work with the Contractor relative to data needs.
- D. Participate in meetings with Contractor regarding evaluation and data collection needs, issues, and priorities.
- E. Provide information such as dates, times, and locations for meetings at which Contractor should attend either via teleconference or in person.

Additional Provisions

A. Personnel and Payroll Records

In accordance with the terms of the BSCC Prop 47 Grant Agreement, personnel and payroll records shall include the time and attendance reports for all

individuals reimbursed under the grant, whether they are employed full-time or part-time.

B. Books and Records

In accordance with the terms of the BSCC Prop 47 Grant Agreement, Contractor shall maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

C. Access to Books and Records

In accordance with the terms of the BSCC Prop 47 Grant Agreement, Contractor shall make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

D. Audit

In accordance with the terms of the BSCC Prop 47 Grant Agreement, Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. (Gov. Code 8546.7. Pub. Contract Code 10115 et seq., CCR Title 2, Section 1896).

E. In accordance with the terms of the BSCC Prop 47 Grant Agreement, Contractor agrees that in the event of any inconsistency between the BSCC Prop 47 Grant Agreement and this Agreement, the language of the BSCC Prop 47 Grant Agreement will prevail.

F. Contractor shall comply with the eligibility requirements stated in the Proposition 47 RFP and described in the BSCC Prop 47 Grant Agreement Appendix B: Grantee Assurance for Non-Governmental Organizations.

NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Contractor shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit.2, 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (Cal. Code Regs., tit. 2, 11105)

PROJECT ACCESS

In accordance with the terms of the BSCC Prop 47 Grant Agreement, the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period. Access to program records will be made available by Contractor for a period of three (3) years following the end of the grant period.

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

- A. Debarred by any federal, state, or local government entities during the period of debarment; or
- B. Convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, in accordance with the terms of the BSCC Prop 47 Grant Agreement, Contractor will provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state, or local grant program on the part of Contractor at the time of application and that Contractor will immediately

notify County should such debarment or conviction occur during the term of the Grant contract.

G. Compensation

LisaMarie P. Miramontes	
RFP #24-83	
Budget Breakdown by fiscal year	

Description	Jul/24-Jun/25	Jul/25 - Jun/26	Description	FY 25/26	
	FY 24/25				
Monthly Hours -6	9,000.00		Monthly Hours -6	9,000.00	
Monthly Hours -6	9,000.00		Monthly Hours -5	7,500.00	
Monthly Hours -6	1,350.00		Monthly Hours -6	1,350.00	
Monthly Hours -6	1,350.00		Monthly Hours -5	1,125.00	
Monthly Hours -6	450.00		Monthly Hours -6	450.00	
Monthly Hours -6	450.00		Monthly Hours -5	375.00	
	21,600.00			19,800.00	41,400.00
Site Visits	700.00		Site Visits	700.00	
Site Visits	700.00		Site Visits	700.00	
	1,400.00			1,400.00	2,800.00
Event/Product Charges	6,775.00		Event/Product Charges	6,775.00	
Event/Product Charges	7,350.00		Event/Product Charges	7,350.00	
	14,125.00			14,125.00	28,250.00
Grand Total	37,125.00			35,325.00	72,450.00

Price Proposal from LisaMarie P. Miramontes, Ph.D. over life of contract:

Total Expenses		
	Low	High
Description	estimate	estimate
Hourly fee estimate	\$21,563	\$41,400
Site visits	\$2,000	\$2,800
Event/products	\$13,550	\$13,550
Optional expenses	\$5,100	\$14,700
Project Total		
Estimates	\$42,213	\$72,450

Exhibit “B” Price Proposal

Below are costs based on hourly services, site visits, and fees based on event and products (e.g., final report). I also included optional costs such as gift cards for surveys, key informant interviews, and focus groups. I have also included both low and high estimates based on factors such as the number of surveys completed.

The details provided below are estimates based on prior experiences and can be changed to fit the projects needs and requirements. Tasks that can be completed by students or project staff/volunteers can be subtracted from the total.

Total Expenses						
Description		Low estimate	High estimate			
Hourly fee estimate		\$21,563	\$41,400			
Site visits		\$2,000	\$2,800			
Event/products		\$13,550	\$13,550			
Optional expenses		\$5,100	\$14,700			
Project Total Estimates		\$42,213	\$72,450			
Hourly Fees		Jul-Dec 2024	Jan-June 2025	Jul-Dec 2025	Jan-June 2026	Project total
	Number of months	6	6	6	5	23 months
Description →						
*Monthly Hours (low estimate)	10	\$4,500	\$4,500	\$4,500	\$3,750	\$17,250
*Monthly Hours (high estimate)	20	\$9,000	\$9,000	\$9,000	\$7,500	\$34,500
Communication (meetings, e-mail, etc.) low estimate	1.5	\$675	\$675	\$675	\$563	\$2,588
Communication (meetings, e-mail, etc.) high estimate	3	\$1,350	\$1,350	\$1,350	\$1,125	\$5,175
Advisory meeting participant	1	\$450	\$450	\$450	\$375	\$1,725
Hourly fees include project review/research, product development and review (e.g., tracking sheets, survey design), communication with staff, data analysis						

Hourly Fees		Jul-Dec 2024	Jan-June 2025	Jul-Dec 2025	Jan-Jun 2026	Project total
Total low and high estimates	Low Estimate	\$5,625	\$5,625	\$5,625	\$4,688	\$21,563
	High estimate	\$10,800	\$10,800	\$10,800	\$9,000	\$41,400

Site visits: covers travel time, transportation, food, and lodging	Number of days	Sept to Dec 2024	Jan-June 2025	Jul-Dec 2025	Jan-Jun 2026	Project total
	2	\$500	\$500	\$500	\$500	\$2,000
	3	\$700	\$700	\$700	\$700	\$2,800

Event/product charges (not included in hourly	Quantity (estimate)	Amount	Total
Key Informant Interviews	15	\$100	\$1,500
Focus Groups:	5	\$500	\$2,500
Final Report	1	\$5,000	\$5,000
Data summary: surveys	1	\$1,500	\$1,500
Data summary: focus groups and key informant interviews	1	\$2,000	\$2,000
Community presentation (document)	1	\$300	\$300
Community presentations (online/in person presentations)	5	\$150	\$750
Event and product total estimate			\$13,550

Optional expenses	Number participants	Amount per gift card	
Surveys Gift Cards	100	\$30	\$3,000
	300	\$30	\$9,000
Key Informant Interviews	10	\$60	\$600
	15	\$60	\$900
Focus Groups: 5-8 sessions			
5 sessions X 5 participants	5	\$60	\$1,500
8 sessions X 10 participants	10	\$60	\$4,800
Low Estimate			\$5,100
High Estimate			\$14,700