

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 Santa Ynez Valley People Helping People (SYVPHP) having its principal place of business at 545 N. Alisal Rd., Solvang, CA 93463 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** Karen J. Schmitt at phone number (805) 681-4678 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Dean Palus at phone number (805) 686-7353 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 first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Raymond McDonald, WIB Executive Director, 234 Camino del Remedio,
Santa Barbara, CA 93110

To CONTRACTOR: Dean Palus, Executive Director, PO Box 1478, Solvang, CA 93464
or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

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 May 1, 2010 and end performance upon completion, but no later than April 30, 2011 unless otherwise directed by COUNTY or unless earlier terminated.

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

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

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. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to 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.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** 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, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

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

12. **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 practices. 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 accordance with Federal Government Accounting Standards, Contractor will only seek reimbursement from County for expenses that are allowable under the provisions of the specific Federal cost principles appropriate to their entity: OMB A-21 (Educational Institutions), OMB A-87 (State, Local, or Indian Tribe Governments), OMB A-122 (Non-Profit Organizations), 45 CFR part 74 Appendix E (Hospitals), and Federal Acquisition Regulation (FAR) at 48 CFR part 31 (commercial organizations and non-profit organizations listed in Attachment C to Circular A-122).

Additionally, Contractor is required to comply with all requirements and responsibilities in Circular A-133 *Audits of State, Local Governments, and Non-Profit Organizations* from the Office of Management & Budget (OMB A-133), as applicable to their specific entity and expenditures of

federal funds. Such requirements and responsibilities that may apply to the Contractor include Single Audits, program-specific audits, and/or pass-through entity responsibilities including identifying and monitoring sub recipients and vendors, as defined within OMB A-133. Contractor will substantiate to County annual compliance with those portions of OMB A-133 which apply to the Contractor.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **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.

15. **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.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **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 or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not effect any right or remedy which COUNTY may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. By CONTRACTOR. 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.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **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.

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

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

27. **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.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s) and 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.

29. **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.

30. **NONAPPROPRIATION CLAUSE.** 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 fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

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

31. **BUSINESS ASSOCIATE.** The County is considered to be a "Hybrid Entity" under the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq. and its implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, ("Privacy Rule and Security Rule"). The Contractor is considered to be a "Business Associate" under the Privacy Rule. Contractor must also comply with the Security Rule as a Business Associate, if under this Agreement, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of title 45 of the Code of Federal Regulations.

The County and Contractor acknowledge that HIPAA mandates them to enter into a business associate agreement in order to safeguard protected health information that may be accessed during the performance of this Agreement. The parties agree to the terms and conditions set forth in Exhibit E - HIPAA Business Associate Agreement.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Santa Ynez Valley People Helping People.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on May 1, 2010.

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: _____
Deputy

By: _____
Deputy County Counsel

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

By: _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Management

Agreement for Services of Independent Contractor between the County of Santa Barbara and Santa Ynez Valley People Helping People.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on May 1, 2010.

CONTRACTOR

By: _____

Date: _____

EXHIBIT A

STATEMENT OF WORK

I. Purpose/Term

Under WIA the main focus of the youth program is on longer-term academic and occupational learning opportunities for youth. A goal is to increase employment, job retention and earnings by developing the work/career potential of youth. The purpose of this Agreement is for CONTRACTOR to provide year round gang prevention and intervention services to a total of fifty (50) eligible youth participants in the Santa Ynez and Lompoc Valleys. The CONTRACTOR will serve a total of thirty (30) In-School (ISY) eligible youth from the Santa Ynez and Lompoc Valleys. Additionally, the CONTRACTOR will serve a total of twenty (20) Out-of-School (OSY) eligible youth between the ages of 14-21 from the Lompoc Valley following their completion of the Summer Youth Employment Program on Sept. 30, 2010. While serving the Lompoc Valley, the Contractor will closely interact with the Lompoc Police Department, County Probation Department and Sheriff's Office for their Gang Prevention and Intervention Project.

The CONTRACTOR will be expected to serve **new youth** for this Agreement.

In-School youth are defined as those eligible youth (ages 14-21) who meet one of the following criteria:

- Student currently attending any school (including alternative secondary school) **and** has not received either a secondary school diploma or General Equivalency Diploma;
- Student currently attending post secondary school **and** is not basic skills deficient but requires additional assistance to complete an educational program or to secure and hold employment.

Out-of-school youth are defined as those eligible youth (ages 14-21) who meet one of the following criteria:

- Is a high school dropout
- Has received a secondary school diploma or its equivalent but is basic skills deficient, unemployed or under-employed (Section 129 of the WIA, Item (c) (4)).

No more than five percent of youth served will be between the ages of 14 and 15 years of age. Young adults potentially eligible for both youth and adult/dislocated worker programs shall have their eligibility first determined for services through youth programs.

II. Background

Santa Barbara County has seen a dramatic increase in the number of gang related activities and the seriousness of crimes committed within the last four (4) years. Through its Workforce Investment Act (WIA) youth funding, Santa Barbara County Workforce Investment Board (WIB) has placed a high priority on reducing gang violence, academic underachievement and failure, and destructive risk taking.

WIA allocates funding for the provision of youth employment and training services that are closely linked to the local labor market and provide youth with a comprehensive set of year-round strategies based on individual assessments. The WIA Youth Program is a blend of youth development activities

and employment training activities. As required by WIA, all contractors are selected through a competitive bidding process.

The gang prevention and intervention services would be provided by the CONTRACTOR. CONTRACTOR will continue its successful model "Supporting Academics ...Investing in Life Skills...Achieving Work Awareness for Youth (SAIL AWAY) in the Santa Ynez and Lompoc Valley. This program puts a strong emphasis on partnerships with the local school districts. Due to the comprehensive services offered by CONTRACTOR and the partnership with school districts the SAIL AWAY program has a large referral network and programs at their disposal to link youth to needed services. Additionally, CONTRACTOR has established and maintained a multidisciplinary team of regional service providers that meets monthly and has been very successful in eliminating duplication and maximizing limited resources.

III. Program Summary

- A. The Contractor will serve a total of fifty (50) WIA- eligible and new at risk youth from both Santa Ynez and Lompoc Valleys, thirty (30) shall be In-school youth (ISY) and twenty (20) shall be Out of School youth (OSY) recruited from Lompoc following their completion of the WIB-funded Summer Youth Employment Program ending Sept. 30, 2010.

The target population for the SAIL AWAY program is Santa Ynez Valley and Lompoc youth ages 14-18 with a focus on the most at-risk. This includes low-income youth, youth with disabilities, in the foster care and/or juvenile justice system, pregnant or parenting teens and migrant youth. The youth enrolled in the SAIL AWAY program will have wrap-around services to equip them with skills, abilities, and information to prevent gang involvement and to provide gang involved youth with support needed to change their lifestyle.

The SAIL AWAY program will have a total of five (5) paid WIA funded staff: 2 Case Managers, 1.0 FTE full time and one (1) .90 FTE for 50 participants. The caseload ratio will be a minimum of approximately 18:1 for the full time case manager and 12:1 for the half time case manager Program Assistant.

The CONTRACTOR will provide high intensity one-on-one services and focus on removing obstacles that may prevent successful program completion. The SAIL AWAY Coordinator will maintain a minimum of one face-to-face contact with each WIA participant per month; however will be available to meet more frequently with the student depending on their need.

The home base of the Coordinator will be on the Santa Ynez High School Campus and Lompoc High School. The Coordinator will visit alternative secondary high schools a minimum of once per week to meet with students at the school. SAIL AWAY will also collaborate with all of the region's alternative schools. Staff will network with the Guidance and administration at the school sites.

Program activities will include nine (9) elements of the WIA youth services. Elements will be provided by CONTRACTOR or referral and will be documented in each client file. Specific WIA program components provided by the CONTRACTOR will be:

- Orientation
- Referral Information
- Determination of Eligibility
- Assessments
- Development of a comprehensive Individual Service Strategy
- Intensive Case Management
- Supportive Services

B. Program Design Features:

The CONTRACTOR shall provide the following program components:

1. Recruitment and identification of the target population;
2. Orientation to prospective participants;
3. Under WIA, all youth must meet eligibility criteria and be determined eligible for the program prior to enrollment and receipt of WIA funded services. The CONTRACTOR will determine eligibility for targeted youth.
4. Provide an objective assessment of academic levels, skill levels, and service needs of each participant. The assessment will include a review of basic skills, occupational skills, prior work experience, employability, interest, aptitudes, supportive service needs, and developmental needs;
5. Develop an Individual Service Strategy (ISS) for each participant taking into account the assessment described above; and
6. Complete Management Information System (MIS) forms required by the Employment Development Department (EDD).
7. The CONTRACTOR shall make available the nine (9) mandated program elements. The CONTRACTOR does not have to provide each element themselves; however any of the elements which will be performed by someone other than the CONTRACTOR must be evidenced by a written agreement specifying the terms and conditions of such performance.
8. The CONTRACTOR will work closely with the COUNTY and collaboratively track and report WIA required performance measures; and exit determination.
9. CONTRACTOR shall comply with the procedures indicated in the Santa Barbara County Youth Policies and Procedures Manual. This manual contains information and guidance in the following areas:
 - WIA Forms: Eligibility, Enrollment, Exit
 - Assessment/Goals/ISS development
 - Case Notes and File Documentation
 - Dual Enrollment / Transfer of Case Requests and Procedures
 - Program Reporting (Narratives, MEAL) and Monthly Invoicing
 - SBC Youth Bulletins
 - WIA Definitions & Glossary
 - Tools and Checklists
 - CONTRACTOR Monitoring Requirements
 - Corrective Action Plan Requirements for Program Reviews
 - MIS Reports and Descriptions (Y.E.S. Tool Kit)
10. The SBC Youth Policies and Procedures Manual may be modified or altered by COUNTY at any time to ensure compliance with WIA rules and regulations.
11. Participants are not to be served under WIA until the youth have been assigned an application number. The County will not be responsible for any client expenses until youth has been deemed eligible and enrolled and the data is in the possession of the MIS department.
12. Roles and Responsibilities of CONTRACTOR and COUNTY are set forth in Exhibit A-3 of this agreement.

C. Program Element Services:

CONTRACTOR has established partnerships to provide nine (9) WIA element services to youth in the Santa Ynez and Lompoc Valleys.

Tutoring, study skills training, and instruction, leading to completion of secondary school, including dropout prevention strategies:

A student's individual tutoring needs are determined during assessment and ISS development. SAIL AWAY has an agreement with the High School to make tutorial support mandatory for those students in poor academic standing and that failure to attend tutorials can lead to disciplinary action. To meet the California High School Exit Exam (CAHSEE) requirements and ensure all students pass the English and Math portions of the exam, students who have not passed either section by the 11th grade are required to enroll in a CAHSEE tutorial class during regular school hours. SAIL AWAY staff will provide instruction on study and time management techniques in a group or individual setting to develop the skills students need to achieve their goals.

SAIL AWAY staff will continue to work in partnership with SYVUHSD and LUHSD to provide tutorial support to youth. SYVUHSD currently provides credentialed teachers and tutors daily at lunchtime, after-school (four days a week), evenings (2 days a week), and on Saturdays, in English, Math and Science. In addition, SAIL AWAY has a pool of student peer tutors established to assist youth. Bilingual SAIL AWAY staff are available M-F 7:30 am-5:00 pm to provide tutoring. At Lompoc High School the Bridge Academy was established to transition incoming 9th graders from middle school. Students enrolled in this program are at-risk due to a high number of behavioral referrals, lack of school attendance or teacher recommendations. Youth are required to attend tutorial sessions supervised by a credentialed teacher. In addition, Lompoc offers daily tutorial for all subject levels. SAIL AWAY can make incentives available to students who attend tutorials and show improvement.

Alternative secondary school services:

SAIL AWAY collaborates with administration, guidance counselors and the PHP case manager assigned to each alternative secondary school during a weekly case management meeting. SAIL AWAY staff is available to provide services at any location accessible to youth within SYVPHP's service area. Alternative schools include:

Refugio High School: SYVUHS's continuation campus, Refugio High School, is located adjacent to Santa Ynez High School. Students can transfer to Refugio to make up credits for which they are deficient and then transfer back to Santa Ynez or remain at Refugio until graduation. The school has granted SAIL AWAY staff permission and designated space to facilitate a yearlong workforce and academic preparation class to SAIL AWAY youth on this campus. Refugio administration also provides a private meeting space to conduct its services on its campus.

Olive Grove Charter School. Olive Grove is a charter school under the auspice of the Los Olivos School District that offers a home-based instruction program as an alternative path to high school graduation. The SAIL AWAY Coordinator has collaborated with the staff of Olive Grove Charter School to identify potentially eligible SAIL AWAY in-school youth and monitor their academic progress. Youth who attend Olive Grove Charter and are enrolled in SAIL AWAY may receive academic credits for their participation.

El Puente School provides secondary education programs to students who are in the probation system and/or students who have been expelled from the SYVUHSD. SAIL AWAY staff is available to work with clients who reside in our service area but attend El Puente or other community school programs.

Family Partnership Charter School Students who attend Family Partnership School are at-risk of dropping out of school due to obligations to provide financial help to their families. Family Partnership academic schedule is flexible yet provides the structure and expectations of traditional high school.

GED SAIL AWAY works closely with Allan Hancock College to coordinate GED classes and services to participants. In addition, SAIL AWAY staff helps tutor students and former students in GED preparation and provides current study materials at its resource center that students can borrow.

Summer employment opportunities that are directly linked to academic and occupational learning: The SAIL AWAY Coordinator utilizes assessment information to link students to summer opportunities that further their educational, career, and interest paths. Youth can enroll in Regional Occupational Program (ROP) courses over the summer to gain additional occupational skills in their area of interest. SYVPHP's Youth Employment Recruiter has begun to identify a diverse pool of worksites to place youth during the summer of 2010. The Youth Employment Recruiter will organize a business luncheon in Lompoc and Santa Ynez to inform the business community about opportunities to be a business mentor to at-risk youth. During the summer of 2009, SAIL AWAY referred youth to the County's Lompoc Youth Corp Program to benefit from the service learning job sites in order to expose youth to a broader range of experiences. SAIL AWAY partners with the local Chamber of Commerce and local Service Organizations to identify occupational training opportunities for the summer months. It will also provide employment to youth looking for experience in social services or non-profit work. SAIL AWAY staff continues to be employed over the summer months by SYVPHP to monitor progress, provide support and to ensure both the student and community employer are matched properly. SYVPHP has assisted students attain summer employment sites such as the Santa Ynez Inn, YMCA, Second Time Around, Vons, Santa Ynez Valley Inn, book keeping and catering jobs. Additionally, SAIL AWAY will assist youth enroll into camps and other enrichment programs across college and career systems that peak their interests.

Work experiences/internships: SYVPHP is a member of the local Chamber of Commerce and staff frequently attends meetings to expand the pool of work experiences and internships for youth. SYVPHP has been successful to find placements for youth in particular interests including health and human services, and computer technicians. The SAIL AWAY Coordinator will seek to develop placements in occupations that are in demand according to local labor market data. During 2008-09, SAIL AWAY created over twenty (20) work experiences and internships for youth in Santa Ynez and Lompoc.

Occupational skill training:

Staff will organize monthly lunch meetings featuring skill building activities or guest speakers as well as information about resources like skills training programs offered by community partners. The meetings will include training on positive work habits such as punctuality, professional appearance, etc. During individual meetings with students, the SAIL AWAY Coordinator will expand on these lessons as they pertain to the student individually. SAIL AWAY staff will coordinate with schools and/or businesses that want to assist youth with job readiness skills such as job search techniques, resume development, labor market information, and independent living skills like opening a bank account, renting an apartment, etc. In addition, based on participants' occupational proficiency level and interests, they will be encouraged to enroll in one of the sixteen ROP courses offered at SYVUHS to learn entry-level skills. Lompoc High School has implemented various career path courses including business, engineering, and performing and visual arts. These smaller learning communities allow for students to follow a career path throughout their high school career and be proficient and obtain advance skills. The ROP classes are also available to all youth including those who attend alternative schools in both districts.

SAIL AWAY also helps research, coordinate and finance specialized work experience camps, workshops, and trainings for youth.

Leadership development opportunities: Youth leadership development occurs everywhere, whether in formal settings or on the soccer field, lunch table, or at a dance. Various opportunities to be involved in traditional and nontraditional activities are available for youth to be involved. Youth often need to determine their interests in order to positively engage in meaningful experiences. Leadership development may include small informal group gatherings or in the workplace. SAIL AWAY has worked with Toastmasters to organize leadership activities in Santa Ynez and Lompoc. Recently, a group was formed "Toastmasters Soldiers" with at-risk and incarcerated youth. Many SAIL AWAY students participated in the formation of this group and have begun to inspire other youth. SAIL AWAY developed a Youth Activities Committee to provide an opportunity for students to learn leadership and team building skills as well as to help design the program's services and delivery. SAIL AWAY youth actively participate in the Santa Ynez Valley's Drug and Alcohol Coalition, other community service organizations and the School District's clubs and sports. Leadership skills are also developed at work-sites, internships, and other activities where youth interface with positive role models. SYVPHP and SYVUHS have discussed the need for students to be exposed to social service organizations and other non-profit agencies. A video was created by youth, where they polled other youth about volunteerism and civic responsibility.

Supportive Services: The SAIL AWAY Coordinator utilizes Santa Ynez Valley People Helping People's extensive social service programs to provide additional services to youth. For services that fall outside the scope of work of Santa Ynez Valley People Helping People, SAIL AWAY utilizes supportive service dollars to purchase goods and/or services from outside businesses and service providers. SYVPHP facilitates on-going trainings to ensure all staff are updated and familiarized with community services. Staff communicates with both the student and parent/guardian regularly to ensure that any family needs are being met in order to promote student success.

Students and/or families with identified basic needs or multiple needs are readily and easily referred to the Student and Family Services support team for resources, referral to community services, and on-going case management. Supportive services also include clothing or equipment needed to begin a new job (uniforms, boots, goggles, gloves, ties, etc.) These funds are also used to assist with registration fees for classes, certification programs, or leadership conferences that are part of an individual service strategy plan.

Mentoring: SAIL AWAY staff serves as mentors to all in-school youth participants for career, personal or educational support. Staff provides mentoring services that are culturally appropriate to gain trust of the youth in order to achieve goals in their individual service plan. For students needing intensive personal mentoring, the SAIL AWAY coordinator pairs youth with collaborative partners that conduct year round mentoring. For example, students at risk of not graduating can be referred to the Student Study Team to have an academic mentor assigned through their local school Districts. The Chumash Scholars Program has mentors available to SAIL AWAY youth to provide culturally relevant services to ensure all under represented youth specifically Native American youth gain access to a four- year college/university. In partnership with the high school administration, students at SYVUHS who are "at risk" of not graduating due to credit deficiencies or basic skills deficiency, are assigned to the adult mentor who is located in the Student and Family Service Center. At Lompoc High School the Outreach Consultant conducts home visits to youth who are at risk of not graduating or have been suspended or expelled to assess the youth's circumstances and begin to establish a

mentor relationship with the youth. The Outreach Specialist will refer to SAIL AWAY to provide additional support services including case management and work readiness preparation skills.

Guidance and Counseling:

PHP currently employs a full time Marriage and Family Therapist on the Santa Ynez High School campus, which is available to any student for personal counseling. The service is available to all SAIL AWAY youth, including youth enrolled in the alternative school. Counseling services are also available at Lompoc High School through the school district. Due to the vulnerability and risks, SAIL AWAY youth are given priority to meet with a Counselor. The SAIL AWAY coordinator also refers students to outside agencies for more extensive mental health services if needed. The SAIL AWAY program utilizes the resources of a full time Alcohol and Other Drug (AOD) counselor on campus who is employed by PHP to provide individual, group, family counseling as well as a life choices class called "Reconnecting Youth" for youth identified as having substance abuse problems. Other support groups organized by PHP on campus include Domestic Violence Prevention, Teenage Pregnant/Parenting Teens and a Teen Girls Self- Esteem / Support Group. The SAIL AWAY staff has worked with the Guidance Department to provide large Spanish-speaking informational forums about high school graduation requirements, college entrance requirements and exam, and post secondary options such as career technical training schools or apprenticeships. In addition, the coordinator provides college application assistance and financial aid workshops to youth to secure placements in education or other post-secondary occupational skills training. At Lompoc High School, SAIL AWAY staff along with academic counselors, career technicians, and UCSB's Office of Academic Preparation and Equal Opportunity and Early Academic Outreach Program (EAOP) is co-located to coordinate services across programs. Being located on the school campus enables the SAIL AWAY Coordinator to have an excellent rapport with teachers and guidance and counseling staff. The SAIL AWAY Coordinator utilizes a multidisciplinary team approach to developing service plans for students that often includes counseling support.

The WIA Elements serve as a guide to implement services but more importantly are valid strategies to reduce gang activity or prevent exposure to violence or gangs.

IV. Training

Contractor and their subcontractors will participate in all required and mandatory training provided by and on behalf of the State, County and the Workforce Investment Board during the term of this contract. Trainings will include but are not limited to WIA Youth Eligibility, Enrollment/Exit Procedures, and WIA Performance Measurement, and Child Abuse Prevention.

V. Program and Fiscal Reviews/Audits

Contractor will be subject to audits that cover all fiscal and programmatic terms and conditions of the contract and/or prescribed by the State. Confidential Quality Assurance surveys may be mailed to randomly selected consumers for program review/renewal purposes. It is the responsibility of the CONTRACTOR to conduct program and fiscal reviews of all of its subcontractors during the fiscal and program year that funds are allocated

VI. Performance Measures

- A. As outlined in the RFP, CONTRACTOR shall operate a program designed to meet the Employment and Training Administration's Common Measures for Youth participants in WIA programs while serving the target population.

Performance measures are subject to change by the State and Federal Government. CONTRACTOR will be notified in writing of any changes that could affect program activities or outcomes.

Contractor Performance Standards for Youth	
1) Placement in Employment or Education	67%
2) Attainment of Degree or Certificate	47%
3) Literacy and Numeracy gains	30%

Performance Measures, milestones, and time of measurement for each have been negotiated with CONTRACTOR and are set forth in Exhibit A-1 "Milestones and Goal Requirements.

- B. COUNTY and CONTRACTOR will evaluate the effectiveness of the milestone measures established in the statement of work within 90 days of the effective date of this agreement. If necessary to obtain meaningful data about service delivery, the milestones will be amended by mutual agreement between the Designated Representatives of this agreement.
- C. Performance shall be evaluated quarterly.
- D. Contract funding utilization shall be evaluated quarterly. If CONTRACTOR is under spent by more than 15% in a quarter (based on contract budget), that amount may be subject to immediate recapture by the COUNTY. The recaptured funds will then be reallocated, at the discretion of the COUNTY, to other Youth program contracts or projects.

VII. General Provisions

- A. Modification of Services - CONTRACTOR shall obtain the expressed written consent from the COUNTY for any variation in the provision of services described in this agreement. Approval for such modification of services will not require further Board of Supervisors approval if it is to provide additional services within WIA criteria for youth employment services and within the approved budget.
- B. Modification of Performance Measures - COUNTY and CONTRACTOR will evaluate the effectiveness of the milestone measures established in Exhibit A-1, page one (1) of this document, within 90 days of the effective date of this agreement. If necessary to obtain meaningful data about service delivery, the performance measures will be amended by mutual agreement between the Designated Representatives of this agreement.
- C. Budget Variances - CONTRACTOR shall obtain the expressed written consent from the COUNTY for any variation in the line item amounts detailed in Attachment B-1 of this agreement. Reasonable and necessary changes will be considered, but in no event will the overall budget amount be exceeded without a formal amendment to the contract.

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

EXHIBIT A-1 Performance Goal Requirements

MEASURE	PERFORMANCE GOAL	TIME OF MEASUREMENT	PERFORMANCE GOAL REQUIREMENT
Placement in Education or Employment County Performance Standard 67%	67% of Youth Participants included in Measure	Reported on MEAL Reported monthly Final performance will be calculated April 2011	<input type="checkbox"/> FAILED Benchmark Goal (<54%) <input type="checkbox"/> FAVORABLE Performance Achieved (60%+) <input type="checkbox"/> ACHIEVED Performance Standard (67%) <input type="checkbox"/> EXCEEDED Performance Standard (>67%)
Literacy and Numeracy Gains County Performance Standard 30%	30% of Youth Participants included in Measure	Reported on MEAL Reported monthly Final performance will be calculated April 2011	<input type="checkbox"/> FAILED Benchmark Goal (<24%) <input type="checkbox"/> FAVORABLE Performance Achieved (27%+) <input type="checkbox"/> ACHIEVED Performance Standard (30%) <input type="checkbox"/> EXCEEDED Performance Standard (>30%)
Attainment of a Degree or Certificate County Performance Standard 47%	47% of youth Participants included in Measure	Reported on MEAL Reported monthly Final performance will be calculated April 2011	<input type="checkbox"/> FAILED Benchmark Goal (<38%) <input type="checkbox"/> FAVORABLE Performance Achieved (>42%) <input type="checkbox"/> ACHIEVED Performance Standard (47%) <input type="checkbox"/> EXCEEDED Performance Standard (>47%)

*All data reported on MEAL reports are subject to data validation by County, State, and Federal audits. Documentation to support outcomes must be clearly documented in WIA youth Participant case files.

EXHIBIT A-2

Effective the date of this contract, the Department of Labor, Employment & Training Administration has mandated the following performance measurement areas for WIA youth programs. These performance measures are subject to change by the State and Federal Government. Contractors will be notified in writing of any changes that could affect program activities or outcomes. The State of California maintains a question and answer website at:

http://www.edd.ca.gov/Jobs_and_Training/WIA_Q_and_As.htm

II. DOL Common Measures

All Youth ages 14 – 21

1. **Placement in Employment or Education:** Measures the percentage of participants who are in employment, the military, post-secondary education, and/or advanced training/occupational skills training in the 1st quarter after the program exit quarter
2. **Attainment of a Degree or Certificate:** Measures the percentage of participants in education who attained a diploma, GED, or certificate by the 3rd quarter after the program exit quarter
3. **Literacy/Numeracy Gains:** Measures the percentage of out-of-school basic skill deficient participants who increase one or more educational functioning levels (Adult Basic Education or English as a Second Language) within one year of the date of youth program participation

The Literacy/Numeracy Gains Measure requires the use of the same standardized test for both pre-assessment and post-assessment. The approved assessment tools are:

- Comprehensive Adult Student Assessment Instrument (CASAS)
- Test of Adult Basic Education (TABE)
- Adult Basic Learning Exam (ABLE)
- Adult Measures of Educational Skills (AMES)
- Student Performance Levels for ESL
- Basic English Skills Test for ESL (BEST)
- Work Keys (for top three ABE levels only)

Exhibit A-3
FLOW OF SERVICES/ROLES AND RESPONSIBILITIES

Initial Contact	Contractor	County
Referral	X	
Walk-Ins	X	
Outreach	X	
Schedule dates for Orientation & Intake	X	
Orientation		
Program overview:	X	
Initial Assessment	X	
Intake packets given out and explanation of verifications needed at the intake appointment (See Intake/Eligibility below)	X	
Intake Appointments scheduled	X	
Intake/Eligibility		
Determine WIA Eligibility <i>Note: Program requirements listed below: (information only)</i>	X	
Confirm Eligibility and assign WIA application #		X
<i>Selective Service Registration (any male 18 years and older)-form</i>		
<i>Birth date/age-requires verification</i>		
<i>Right to work (I-9 verification)-form</i>		
<i>Residency-requires verification</i>		
<i>Low income-requires verification</i>		
<i>At least one additional barrier, which include the following;</i>		
<i>Deficient in basic literacy skills;</i>		
<i>School dropout;</i>		
<i>Homeless, runaway, or foster child;</i>		
<i>Pregnant or parenting;</i>		
<i>Offender; or</i>		
<i>Individual who requires additional assistance to complete an educational program, or to secure and hold employment include and one of the following:</i>		
<ul style="list-style-type: none"> • Has repeated at least one secondary grade level or is one year over age for grade • Has a core GPA of less than 1.5 • For each year of secondary education, is at least two semester credits behind the rate required to graduate from high school • Is an emancipated youth • Is a previous dropout, has been suspended five or more times, or has been expelled • Has a court/agency referral mandating school attendance • Is deemed at risk of dropping out by a school official • Has been referred to or is being treated by an agency for a substance abuse related problem • Has experienced a recent traumatic event, is a victim of abuse, or resides in an abusive environment as documented by a school official or professional • Has serious emotional, medical or psychological problems as documented by a 		

professional <ul style="list-style-type: none"> • Has never held a job • Has been fired from a job within the 12 months prior to application • Has never held a full-time job for more than 13 consecutive weeks. This applies to both Younger and Older Youth. 		
Program Enrollment/Registration	Contractor	County
Selection of Program Participants will occur after all youth are deemed eligible and have received the WIA application #.	X	
Youth is assigned an application number		X
Completion of Management Information System (MIS) forms	X	
Data Entry of the MIS forms completed and submitted to DSS as outlined in Youth Policies and Procedures Manual.		X
Objective Assessment/Workshops <i>Note: This information is used to develop the Individual Service Strategy (ISS).</i>		
Self Exploration	X	
Career Exploration	X	
Resumes	X	
Basic Skills Assessment	X	
Job Search Techniques	X	
Interview practice	X	
Certificate of completion (with 90% attendance and student participation in workshop)	X	
Case Management		
Individual support and planning	X	
Job leads	X	
Develops contacts	X	
Develops training plans	X	
Worksite evaluations, if applicable	X	
Face to face contact with participants on a monthly basis	X	
Narration of all contact (face to face, phone, email, mail)	X	
Participant Case Folder as outlined by DSS		
Maintain case folders	X	
Individual Service Strategy (ISS)		
Completed by applicant and case manager during individual appointments with participants	X	
Incentives as outlined by the WIB		
Incentive payments as outlined in the Youth Policies and Procedures Manual.	X	
Work Experience (WEX), Internship		
Determination of participants for work experience, internship, on the job training, or occupational skills training	X	
Development of new WEX or Internship sites	X	
Supportive Services as outlined by the WIB		
Supportive services (transportation, child care, work & training items, or occupational skills training related expenses)	X	
Exit Determination	Contractor	County

Applicant will submit recommendation for participant exit from WIA to DSS		X	
Follow-up			
Completion of MIS forms		X	
Santa Barbara County WIA Contractor Goals			
Placement in employment or education	67%	X	X
Attainment of Degree or Certificate	47%	X	X
Literacy and Numeracy gains	30%.	X	X
Monitoring			
Fiscal			X
Contract Goals			X
Participant Performance			X
Participant Work Activity (WEX, Internship)		X	X
Participant Case Review			X

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be reimbursed for CONTRACTOR'S cash outlays for which COUNTY received benefit for its WIA youth program, during the program years defined by this contract. Cost reimbursements are not to exceed **\$163,572.00**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR'S satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the cash outlays budgeted in **Attachment B1**. Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail, and include all appropriate supporting documentation including, but not limited to those specified below, to demonstrate the costs invoiced comply with the Federal and State regulations applicable to the entity incurring the costs.
- **SUBMITTED DOCUMENTATION:** CONTRACTOR shall submit invoices with sufficient documentation to demonstrate the costs CONTRACTOR is requesting reimbursement for are compliant with the Federal and State regulations applicable to the entity who incurred the costs.
 - **APPLICABLE COST PRINCIPLES:** CONTRACTOR will be held responsible by COUNTY, Federal and State officials for only submitting costs for reimbursement that comply with applicable WIA, Federal, and State regulations. Entities incurring the cost for a Federal grant / contract are held to the Federal cost principle applicable for their entity:
 - For nonprofit agencies, OMB Circular A-122;
 - For local governmental agencies, OMB Circular A-87;
 - For public and nonprofit institutions of higher education, OMB Circular A-121;
 - For profit making organizations, 41 CFR Part 1;
 - For the Food Stamp Program, 7 CFR Part 277.
 - **INDIRECT COST &/OR BENEFIT RATES:** COUNTY will only reimburse for indirect costs, and/or labor benefits, calculated by applying a federally negotiated indirect cost and/or benefit rates against the federally approved cost base. CONTRACTOR and its subcontractors who have and are applying such rates, will supply COUNTY with copies of the rate negotiation letter(s) in effect as of the date of this contract.
 - CONTRACTOR, and each subcontractor who invoices CONTRACTOR for indirect costs and/or labor benefits under a negotiated indirect cost/benefit rate, will provide to COUNTY by the beginning of the contract copies of the rate negotiation plan submitted to the applicable cognizant agency(ies) responsible for approving the rates. (See Attachment B, Terms & Definitions for definition of "cognizant agency.") The rate negotiation plan submitted to COUNTY will include a detailed listing of all costs included in the indirect, benefit, and direct, fundraising, and unallowed pools.
 - COUNTY will reimburse for indirect costs and/or benefits based on CONTRACTOR applying the Provisional Rates issued by the Federal cognizant agency(ies) for the periods of this contract against the base(s) defined by the cognizant agency(ies), until the cognizant agency(ies) of the CONTRACTOR, and/or its subcontractors, issue Final Rates for the periods of this contract.
 - When Final Rates are received by the CONTRACTOR and/or its subcontractors, CONTRACTOR will forward copies to COUNTY. CONTRACTOR will obtain copies of the

new rate negotiation letters of its subcontractors within 10 days of the rate negotiation letter date. CONTRACT will forward to COUNTY all copies of CONTRACTOR'S updated rate negotiation letters, as well as those of its sub-recipients, within 10 days of receiving said letters.

- CONTRACTOR is responsible for timely reimbursing COUNTY for excess indirect costs and/or benefits that arise from the variance between the Final Rate(s) and the Provisional Rate(s) issued by the respective cognizant agency(ies). Within the same 10 days discussed above CONTRACTOR will retroactively apply the Final Rates received by CONTRACTOR and/or its sub-recipients for all months CONTRACTOR invoiced said costs to COUNTY for the period of the Final Rate. Should the Final Rate(s) be lower than the Provisional Rate(s), CONTRACTOR will include with the reconciliation a reimbursement for any excess indirect costs and/or benefits that arises from the variance between the Final Rate(s) and the Provisional Rate(s). Should the Final Rate(s) exceed the Provisional Rate(s), reimbursement by COUNTY to CONTRACTOR will be subject to the availability of WIA funds for the period in question.
- **DOCUMENTATION:** CONTRACTOR will be held responsible by COUNTY, Federal, and State officials for documenting that all costs and allocations submitted by CONTRACTOR comply with applicable Federal, State regulations. COUNTY will determine what documentation CONTRACTOR will be required to be included with each monthly invoice. (See Attachment B, Terms & Definitions for examples of documentation)

Under this Agreement, CONTRACTOR is compensated as a X Subrecipient Vendor, pursuant to guidance provided by United States Office of Management and Budget Circular A-133 (OMB A-133) (See Attachment B, Terms & Definitions for definitions).

- D. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1**, and if the documentation requirements indicated above substantiates the allowability of the costs, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- E. Workforce Investment Act (WIA) invoices will be paid in conjunction with the County's monthly cash draw from the State. Should CONTRACTOR miss the 25th of the month deadline and/or not present a satisfactory invoice and/or backup, CONTRACTOR payment will be processed with the next month's cash draw-NO EXCEPTIONS. Additionally, should CONTRACTOR be out of compliance with the program or fiscal requirements including MIS paperwork and reporting, then corrective action will be taken which may include a recapture of funds. A history or pattern of non-compliance may lead to contract termination.
- F. COUNTY'S failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.



WIA YOUTH VIOLENCE RFP BUDGET

Name of Organization:

Santa Ynez Valley People Helping People

What is the timeframe of your budget

May 1, 2010-April 30, 2011

PROJECT INCOME Income sources/categories might include: Government grants, foundation grants, individual donations, business support, events, fees for service, etc.

	Source	Total Project	Pending	Secured	Notes
1	WIA Youth Grant	163,572.00	163,572.00		
2					
3					
4					
5					
6					
7					
TOTAL INCOME		\$ 163,572.00	\$ 163,572.00	\$ -	

PROJECT EXPENSES Expense items/categories might include: Salaries, professional fees, rent and utilities, travel, public/outreach, events, capital items, etc.

I. Personnel (include % FTE):

	Personnel Expenses	Total Project	Notes
1	Dir. Health Care & Soc. Serv. 7%	\$ 4,340.00	
2	WIA Coordinator 100%	\$ 52,000.00	
3	WIA Assistant 90%	\$ 32,400.00	
4	Executive Director 2%	\$ 2,240.00	
5	Admin. Assistant 5%	\$ 1,716.00	
	** Benefits	\$ 26,393.00	

II. Operating Expenses:

	Operating Expenses	Total Project	Notes
A	Rent and Utilities	-	
B	Office Support (supplies/telephone)	2,002.00	
C	Equipment Lease/Equipment	-	
D	Travel	4,100.00	
E	Training/Conferences	2,400.00	
F	Other	1.00	
G	Client Supp.	1,000.00	
H	Subsidized Employment	20,000.00	
I	Incentives	3,000.00	
J	Insurance	2,000.00	
K	Accounting & Audit	1,650.00	
L			
M	Supportive Services	8,000.00	
N	Sub-Contractors		
O	Indirect 4%	8,390.00	
TOTAL PROJECT EXPENSES		\$ 163,572.00	

** What does your benefit package include?

Employee Medical Ins. 6%; Employer Retirement Contrib. 3%; UI and FICA 9%; Workers Comp 1%

LINE ITEM BUDGET NARRATIVE JUSTIFICATION (For Program Year 2010-2011)

A. SALARIES AND EMPLOYEE BENEFITS

Salaries - List each position, hourly rate, total cost for position, percentage working on WIA and funding requested. Also include a brief summary of the WIA associated duties for which funding is requested.

Position(s)	Hourly Rate	Annual Total Cost For Position	% Applicable to WIA	Funding Requested
1. Director of Health Care and Social Services	\$28.85	62,000	7%	\$4,340
Associated Duties: Directs and evaluates all school-based and case management programs. Directly supervises WIA Coordinator and WIA Assistant and reviews all reporting requirements and programmatic outcomes. Alternate eligibility reviewer.				
2. Administrative Assistant	\$16.50	34,320	5%	\$1,716
Associated Duties: Provides clerical and word processing support to the Executive Director, Director of Health Care and Social Services and WIA operations.				
3. Executive Director	\$53.85	112,000	2%	\$2,240
Associated Duties: Acts as CFO developing and monitoring WIA budgets; monitors WIA outcomes				
4. WIA Coordinator	\$25.00	52,000	100%	52,000
Associated Duties: Conducts outreach, determines eligibility, assesses job/skills needs, conducts community/job development, tutoring, mentors and supervises student progress. Attends trainings and provides reporting according to contractual obligations.				
5. WIA Assistant	\$17.30	\$36,000	90%	\$32,400
Associated Duties: Assists Coordinator in conducting outreach; contacts students and their families to collect eligibility documentation; verifies documentation; maintains student files in accordance with regulations				
Associated Duties:				
Sub-Total Salaries:				\$92,696

Employee Benefits - List type of employee benefit(s) and amount budgeted.

Type of Employee Benefit – Briefly Describe	Total Cost of Benefit	% Applicable to WIA	Funding Requested
1. Health Insurance 9%	\$89,800	9.3%	\$8,352
2. Retirement 3%	\$29,700	9.3%	\$2,762
3. FICA/payroll taxes/unemployment insurance 9%	\$89,800	9.3%	\$8,352
4. Worker's comp 1%	\$12,000	7.7%	\$927
Sub-Total Employee Benefits			\$20,393
TOTAL SALARIES AND EMPLOYEE BENEFITS			\$113,089

B. DIRECT SERVICES AND SUPPLIES

1) Services - List any consultant(s) or contract services – briefly describe.

Name of Consultant(s)/Contract Services	Total Cost of Service/Contract	% Applicable to WIA	Funding Requested
1. Independent Audit – MacFarlane, Faletti	\$10,000	9%	\$900
2. Accounting/Bookkeeping: Owens Tax Professional	\$8,333	9%	\$750
3. Office Supplies and telephone			\$2
Sub-Total Services			\$1,652

2) Operational Services and Supplies

Item	Total Costs	% Applicable to WIA	Funding Requested
Provide a detailed breakdown of expenses in space provided below for each item			
1. Office Supplies	\$25,000	4%	\$1,100
Paper, pens, folders, clips, biz cards, stationary and general office supplies for 100% WIA funded staff			
2. Telephone/Communications	\$20,000	5%	\$900
Cell phone, long distance/out of area on land line/DSL/internet connection			
3. Mileage/Travel	\$17,000	21%	\$3,500
7,788miles at .45/mile (Conference – 300 miles round trip, services to Los Alamos – 30 mi. RT. x 4 trips/mo x 12mo.=1,440 miles, Services to Lompoc and travel between schools 42 mi. RT x 12/mo x 12 = 6,048			
4. Conferences/Training	\$6,000	20%	\$1,200
100% WIA funded staff (1) to attend the California Workforce Association Conference Registration Fee, Any Housing/Meals exclusive of registration fee			
5. Insurance	22,225	9%	\$2,000
Portion of general liability, auto liability, property and D & O insurance policies			
6.			
7.			
Sub-Total Services & Supplies			\$8,700

3) Client Services and Supplies

Item	Total Costs	% Applicable to WIA	Funding Requested
Provide a detailed breakdown of expenses in the space provided.			
1. Supportive Services	\$192,000	4%	\$8,000
Work related apparel, academic materials/supplies, transportation, child care 30 x \$267 = \$3,000 (Projected expense equals 2008-09 audited)			
2. Client Supplies	\$3,750	27%	\$,1000
Supplies including meeting room rental and food/snacks for occupational and work readiness workshops and meetings. 12 x 100			
3. Mileage/Travel	\$600	100%	\$600
Field trips: 3 within SB County (Workforce Resource Center/One Stop, local colleges and university and 2 out of County (Specialized vocational schools) \$25 for gas x 3 = \$75 no food within county; Parking \$25 \$50 for gas x 2 vehicles x 2 trips = \$200 food \$10x15 youth x 2 trips=\$300			
4. Vocational/Occupational Training	\$1,200	100%	\$1,200
6 youth x \$200 =\$1,200 Registration fees for WIA students who will enroll in a qualified apprenticeship or occupational training program			
5. Subsidized Employment/Internships/Stipends	\$20,000	100%	\$20,000
Subsidized Employment \$8.50/hr x 15 hrs/wk x 10 wks = \$1,275 x 15 youth =\$19,000 Stipends Attendance at Work/Education Experience 30 youth x \$30.00 = \$900			
6. Incentives	\$3,000	100%	\$3,000
\$10/career assessment x 30 students \$300 10 study hours = \$10 x 20 = \$200 60 days of work experience with a positive evaluation from employer \$20 X 20 youth=\$400 Attend and complete occupational/meeting workshops 30 youth x \$10 = \$300 Attainment of Degree or Certificate \$20 x 30 = \$ 600 Placement in Employment or Education 30 X \$40 = \$1200			
7.			\$1

Sub-Total Client Services & Supplies			\$33,801
TOTAL DIRECT SERVICES AND SUPPLIES			\$44,153

C. OPERATING EXPENSES (3 components only)

<i>Item</i>	Funding Requested
1. Facility Costs	0
Note: WIA funds requested to pay for facilities costs (not included in overhead or indirect) will require back-up before contract.	
2. Equipment	0
Note: WIA funds requested to purchase or lease equipment (not included in overhead or indirect) will require back-up before purchase.	
4.	
5.	
6.	
7.	
Total Operating Expenses	\$ 0

Indirect Cost Rate/Overhead Rate 4.00% is supporting services expenses divided by total expenses on FY08-09 audit	\$6,330
TOTAL WIA FUNDS REQUESTED	\$163,572

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS For contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

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

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

Indemnification pertaining to Professional Services:

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

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

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

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

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

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

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

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

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

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

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

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

**EXHIBIT D
YEAR 2000 DATE CHANGE COMPLIANCE WARRANTY
FOR GOODS AND SERVICES**

---- INTENTIONALLY OMITTED ----

**REMOVED
March 1, 2004**

THIS AGREEMENT DOES NOT INCLUDE EXHIBIT D

Exhibit E

HIPAA Business Associate Agreement

1. Use and Disclosure of Protected Health Information

Except as otherwise provided in this Exhibit, the Contractor may use or disclose Protected Health Information ("PHI")¹ to perform functions, activities or services for or on behalf of the County, as specified in the underlying agreement, provided that such use or disclosure does not violate HIPAA or other law. The uses and disclosures of PHI may not exceed the limitations applicable to the County under the regulations except as authorized for management, administrative or legal responsibilities of the Contractor. PHI includes without limitation "Electronic Protected Health Information" ("EPHI")².

2. Requirement to Train Own Employees

The Contractor has a responsibility to provide effective training for all members of its workforce (including its own employees, management, staff, volunteers and independent contractors) who will or who are likely to have any access to or exposure to PHI or EPHI. Members of the Contractor's workforce, who use, disclose, handle, view, process, distribute, access, audit, create, receive or have any exposure to PHI or EPHI must receive training on both the HIPAA Privacy Rule and the HIPAA Security Rule. Privacy Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.530 (b). Security Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.308 (a) (5).

3. Further Disclosure of PHI

The Contractor shall not use or further disclose PHI other than as permitted or required by the underlying Agreement, or as required by law.

4. Safeguarding PHI

The Contractor shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the underlying Agreement. Contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI that Contractor creates, receives, maintains or transmits on behalf of County. The actions taken by the Contractor to safeguard EPHI shall include, but may not be limited to:

- a. Encrypting EPHI that it stores and transmits;
- b. Implementing strong access controls, including physical locks, firewalls, and strong passwords;
- c. Using antivirus software that is upgraded regularly;
- d. Adopting contingency planning policies and procedures, including data backup and disaster recovery plans; and
- e. Conducting periodic security training.

¹ "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

² "Electronic Protected Health Information" means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

5. Unauthorized Use or Disclosure of PHI

The Contractor shall report to the County any use or disclosure of the PHI not provided for by the underlying Agreement or otherwise in violation of the Privacy Rule or Security Rule. Contractor shall report to County any security incidents within 10 days of becoming aware of such incidents. For purposes of this paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

6. Agents and Subcontractors of the Business Associate

The Contractor shall ensure that any agent, including a subcontractor, to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, shall comply with the same restrictions and conditions that apply through the underlying Agreement to the Contractor with respect to such information. The Contractor shall ensure that any agent to whom it provides PHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such PHI. Contractor shall not use subcontractors or agents, unless it receives prior written consent from County.

7. Access to PHI

At the request of the County, and in the time and manner designated by the County, the Contractor shall provide access to PHI in a Designated Record Set to an Individual or the County to meet the requirements of 45 Code of Federal Regulations Section 164.524.

8. Amendments to Designated Record Sets

The Contractor shall make any amendment(s) to PHI in a Designated Record Set that the County directs or at the request of the Individual, and in the time and manner designated by the County in accordance with 45 Code of Federal Regulations Section 164.526.

9. Documentation of Uses and Disclosures

The Contractor shall document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations Section 164.528. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by Contractor and its agents or subcontractors for at least six years prior to the request, but not before the compliance date of the Privacy Rule.

10. Accounting of Disclosures

The Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with 45 Code of Federal Regulations Section 164.528, to permit the County to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations Section 164.528.

11. Records Available to Covered Entity and Secretary

The Contractor shall make available records related to the use, disclosure, security and privacy protection of PHI received from the County, or created or received by the Contractor on behalf of the County, to the County or to the Secretary of the United State Department of Health and Human Services for purposes of investigating or auditing the County's compliance with the HIPAA privacy and security regulations, in the time and manner designated by the County or the Secretary.

12. Destruction of PHI

- a. Upon termination of the underlying Agreement for any reason, the Contractor shall:
- (1) Return all PHI received from the County, or created or received by the Contractor on behalf of the County required to be retained by the Privacy Rule; or
 - (2) Return or destroy all other PHI received from the County, or created or received by the Contractor on behalf of the County.

This provision also shall apply to PHI in possession of subcontractors or agents of the Contractor. The Contractor, its agents or subcontractors shall retain no copies of the PHI. However, Contractor, its agents or subcontractors shall retain all protected information throughout the term of the underlying Agreement and shall continue to maintain the information required under Section 9 of this Exhibit for a period of six years after termination of the underlying Agreement.

b. In the event the Contractor determines that returning or destroying the PHI is not feasible, the Contractor shall provide the County notification of the conditions that make return or destruction not feasible. If the County agrees that the return of the PHI is not feasible, the Contractor shall extend the protections of this Exhibit to such PHI and limit further use and disclosures of such PHI for so long as the Contractor, or any of its agents or subcontractors, maintains such PHI.

13. Amendments

The Parties agree to take such action as is necessary to amend the underlying Agreement as necessary for the County to comply with the requirements of the Privacy Rule and its implementing regulations.

14. Mitigation of Disallowed Uses and Disclosures

The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor in violation of the requirements of the underlying Agreement or the Privacy Rule.

15. Termination of Agreement

The County shall terminate the underlying Agreement upon knowledge of a material breach by the Contractor of which the Contractor fails to cure.

16. Definitions

Terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those in the Privacy Rule.

17. Interpretation

Any ambiguity in this Exhibit shall be resolved to permit County to comply with the Privacy Rule and Security Rule.

EXHIBIT F

CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that as an Independent Contractor and not an employee of the County of Santa Barbara for any purpose whatsoever and does not have and will not acquire any rights or benefits of any kind from the County of Santa Barbara by virtue of their performance of work under this agreement. Contractor understands and agrees that they do not have and will not acquire any rights or benefits from the County of Santa Barbara pursuant to any agreement between any person or entity and the County of Santa Barbara.

CONFIDENTIALITY AGREEMENT:

Contractor may be involved with work pertaining to services provided by the County of Santa Barbara and, if so, may have access to confidential data and client protected information pertaining to persons and/or entities receiving services from the County. This information includes but is not limited to client name, address, Social Security Number, date of birth, driver's license number, identification number, or any other information that identifies the individual. In addition, Contractor may also have access to proprietary information supplied by the County of Santa Barbara or by other vendors doing business with the County of Santa Barbara. The County has a legal obligation to protect all such confidential data and client protected information in its possession, especially data and information concerning health, mental health, criminal and public assistance records. Should a Contractor be involved in County work, the County must ensure that the Contractor will protect the confidentiality of such data and client protected information. Consequently, Contractor must enter into this agreement as a condition of their work for the County.

Contractor hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to this agreement with the County of Santa Barbara. Contractor agrees to forward all requests for the release of any data or client protected information received to the County Designated Representative.

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

Contractor agrees to report to the County Designated Representative any and all violations of this contract by Contractor and/or by any other person of which they have become aware. Contractor agrees to return all confidential materials to the County Designated Representative upon completion of termination of this contract.

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

ATTACHMENT G

General Provisions and Standards of Conduct

CONTRACTOR is subject to the following provisions from the County's contract with the Employment Development Department

1. Compliance –

- a. CONTRACTOR will comply with the requirements of the Workforce Investment Act (Act) and with all related amendments, regulations, policies, and procedures promulgated there under including Section 306 of the Clean Air Act and Section 508 of the Clean Water Act.
- b. CONTRACTOR further assures and certifies that if the regulations, policies, and procedures pursuant to the Workforce Investment Act, Clean Air Act, or Clean Water Act are amended or revised, CONTRACTOR shall comply with them.
- c. CONTRACTOR will also certify its compliance with the Americans with Disabilities Act of 1990.
- d. COUNTY may avail itself of any or all administrative, contractual or legal remedies for violation of this Agreement.
- e. CONTRACTOR shall observe all applicable federal regulations relating to copyrights and patents in the performance of this Agreement.
- f. COUNTY, the State of California and the U.S. Department of Labor shall have access to all data derived from the activities conducted under this Agreement.
- g. CONTRACTOR further agrees to comply with all applicable federal, state, and county requirements for the submission and provision of information for all audit reports relating to this Agreement.
- h. CONTRACTOR will ensure diligence in managing programs under this agreement including performing appropriate monitoring activities and taking prompt corrective action against known violations of the WIA.
- i. CONTRACTOR shall act in accordance with Title VI of the Civil Rights Act of 1964, and provisions of WIA Section 188 and compliance with Equal Employment Opportunity provision in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60.

2. Certification - Except as otherwise indicated, the following certifications apply to all CONTRACTORS.

- a. *Corporate Registration:* The CONTRACTOR, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b. *Sectarian Activities:* The CONTRACTOR certifies that this agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- c. *National Labor Relations Board:* The CONTRACTOR (if not a public entity), by signing this agreement, does swear under penalty of perjury, that no more that one final unappeasable finding of contempt of court by a federal court has been issued against the CONTRACTOR within the immediately preceding two-year period because of CONTRACTOR failure to comply with an order of a federal court which orders the CONTRACTOR to comply with an order of the National Labor Relations Board.
- d. *Prior Findings:* CONTRACTOR, by signing this agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous contract

ATTACHMENT G

or grant with the Department of Labor (DOL) or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.

- e. *Drug-Free Workplace Certification:* By signing this sub grant/contract, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR or contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. and 29 CFR Part 98) and will provide a drug-free workplace by taking the following actions:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8350(a).
 2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - ~ The dangers of drug abuse in the workplace;
 - ~ The person's or organization's policy of maintaining a drug-free workplace;
 - ~ Any available counseling, rehabilitation and employee assistance programs; and,
 - ~ Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide, as required by Government Code Section 8355 (c), that every employee who works on the proposed contract:
 - ~ Will receive a copy of the company's drug-free policy statement; and,
 - ~ Will agree to abide by the terms of the company's statement as a condition of employment on the contract.
- f. *Child Support Compliance Act:* In accordance with the Child Support Compliance Act, the CONTRACTOR recognizes and acknowledges:
1. The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).
- g. *Debarment and Suspension Certification:* By signing this agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California the CONTRACTOR will comply with, regulations implementing Executive Order 12549, Debarment and Suspension, 29 C.F.R. Part 98.51 0 and Executive Order 12689, 29 CFR 95.48 (e) and Appendix A to part 95, that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transitions by any federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction, violation of federal or state

ATTACHMENT G

antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State or local) with commission of any of offenses enumerated in paragraph 2 of this certification;
 4. Have not within a three year period preceding this agreement had one or more public transactions (federal, State or local) terminated for cause of default.
 5. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.
- h. *Lobbying Restrictions:* By signing this agreement the CONTRACTOR hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.
1. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, and cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 3. The undersigned shall require that the language of this certification be included in the award documents for sub grant/contract transactions over \$100,000 (per OMS) at all tiers (including sub grants, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all sub recipients shall certify and disclose accordingly.
 4. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of this. Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- i. *Union Activities:* CONTRACTOR, by signing this Grant, hereby acknowledges the applicability of Government Code 16645 through 166459 to this Agreement. Furthermore, CONTRACTOR, by signing this agreement, hereby certifies that:
1. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
 2. CONTRACTOR shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
 3. CONTRACTOR shall, where state funds are not designated as described in (2) above, allocate, on a pro-rata basis, all disbursements that support the grant program.
 4. If CONTRACTOR makes expenditures to assist, promote or deter union organizing, CONTRACTOR will maintain records sufficient to show that no state funds were used for those expenditures, and that CONTRACTOR shall provide those records to the Attorney General upon request.

ATTACHMENT G

Failure to comply with all requirements of the certifications in Section 2 may result in suspension of payment under the sub grant/contract or termination of the sub grant/contract, or both, and the contractor or grantee may be ineligible for award of future state sub grants/contracts if the department determines that any of the following has occurred: (1) false information on the certifications, or (2) violation of the terms of the certifications by failing to carry out the requirements as noted above.

3. Amendments – This agreement may be unilaterally modified by the County upon written notice to CONTRACTOR under the following circumstances:

- a) There is an increase or decrease in federal or state funding levels.
- b) A modification to CONTRACTOR contract is required in order to implement an adjustment or modification to the local plan.
- c) Funds awarded to CONTRACTOR have not been expended in accordance with the schedule included in the approved local plan. After consultation with CONTRACTOR, the County has determined that the funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to the County.
- d) There is a change in state and federal law or regulation requiring a change in the provisions of this agreement. Except as provided above, this agreement may be amended only in writing by the mutual agreement of both parties.

4. Accounting and Cash Management - CONTRACTOR will comply with the controls, record keeping and fund accounting procedure requirements of WIA, federal, state, and county regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid to CONTRACTOR and disbursed by CONTRACTOR, under this agreement.

5. Reporting – CONTRACTOR will compile and submit reports of activities, expenditures, status of cash and closeout information by the specified dates as prescribed by the County. CONTRACTOR will have to submit periodic narrative reports in addition to monthly financial and quarterly statistical reports.

6. Grievance and Complaint System – CONTRACTOR will establish and maintain a grievance complaint procedure in compliance with WIA, federal regulations and state statutes, regulations and policy.

7. Audits – CONTRACTOR and/or auditors performing monitoring or audits of CONTRACTOR will immediately report to the County any incidents of fraud, abuse or other criminal activity in relation to this agreement, the WIA, or its regulation.

Disallowed Costs – Except to the extent that the state and/or the county determines it will assume liability, CONTRACTOR will be liable for and will repay, to the county, any amount expended under this agreement found not to be in accordance with WIA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIA.

Contract Summary Form: Contract Number: _____-_____-_____-_____-_____

D1. Fiscal Year: FY 09/10 & FY 10/11

D2. Budget Unit Number (*plus -Ship/-Bill codes in paren's*) :

D3. Requisition Number :

D4. Department Name : Social Services

D5. Contact Person : Linda Rodriguez

D6. Phone : (805) 346-7294

K1. Contract Type (*check one*): ☒ Personal Service ☐ Capital Project/Construction

K2. Brief Summary of Contract Description/Purpose : Workforce Investment Act (WIA) Youth Gang
Prevention and Intervention Services in the Santa Ynez &
Lompoc Valleys

K3. Original Contract Amount : \$163,572.00

K4. Contract Begin Date : 05/01/10

K5. Original Contract End Date : 04/30/11

K6. Amendment History (*leave blank if no prior amendments*):

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndtAmt</u>	<u>CumAmndtToDate</u>	<u>NewTotalAmt</u>	<u>NewEndDate</u>	<u>Purpose</u>
(2-4 words)						
	\$	\$	\$			

K7. Department Project Number : 044

B1. Is this a Board Contract? (*Yes/No*) : Yes

B2. Number of Workers Displaced (*if any*) : N/A

B3. Number of Competitive Bids (*if any*) : 2

B4. Lowest Bid Amount (*if bid*) : \$

B5. If Board waived bids, show Agenda Date :

B6. ... and Agenda Item Number : #

B7. Boilerplate Contract Text Unaffected? (*Yes / or cite ¶¶*) :

F1. Encumbrance Transaction Code : 1701

F2. Current Year Encumbrance Amount : \$27,262.00

F3. Fund Number : 0055

F4. Department Number : 044

F5. Division Number (*if applicable*) :

F6. Account Number : 7510/6347/5365

F7. Cost Center number (*if applicable*) :

F8. Payment Terms : Net 30

V1. Vendor Numbers (*A=uditor; P=urchasing*) :

V2. Payee/Contractor Name : Santa Ynez Valley People Helping People

V3. Mailing Address: PO Box 1478,

V4. City State (*two-letter*) Zip (*include +4 if known*) : Solvang, CA 93464

V5. Telephone Number : (805) 686-7353

V6. Contractor's Federal Tax ID Number (*EIN or SSN*) :

V7. Contact Person : Dean Palius, Executive Director

V8. Workers Comp Insurance Expiration Date : 04/01/10

V9. Liability Insurance Expiration Date[s] (*G=enl; P=rofl*) : 07/16/10

V10. Professional License Number : #

V11. Verified by (*name of County staff*) : Linda Rodriguez

V12. Company Type (*Check one*): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation
(X) Non-Profit

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

Date: _____ Authorized Signature: _____