

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 Community Action Commission having its principal place of business at 5638 Hollister Avenue, Suite 230, Goleta, CA 93117 (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.** Melissa Hoesterey at phone number (805) 346-7248 is the representative of County and will administer this Agreement for and on behalf of County. Carolyn Contreras at phone number (805) 964-8857 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: Melissa Hoesterey, Operations Division Chief, 2125 S Centerpointe Parkway,
Santa Maria, CA 93455

To Contractor: Carolyn Contreras, Family and Youth Services Director, 5638 Hollister Avenue,
Suite 230, Goleta, CA 93117

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 July 1, 2011 and end performance upon completion, but no later than June 30, 2012 unless otherwise directed by County or unless earlier terminated. The County at the end of the contract term has the option, on an annual basis, to negotiate renewals for two (2) additional years of service beyond the initial term, without rebidding.

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-A133. 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. At the end of the notice period, Contractor shall immediately discontinue all services effected, 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.

1. For Convenience. Contractor for any reason may, prior to expiration date of this contract, terminate the contract upon ninety (90) days notice in writing to the County.

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 is a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.

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 provisions of this Agreement in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or county governments, or funds are not otherwise available for payments in the fiscal year (s) covered by the term of this Agreement, then County will notify Contractor of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term. In the event that funds have been appropriated or budgeted, Contractor understands that monies paid to Contractor by 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.

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

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on 07/01/11.

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGEMENT ADMINISTRATOR

By: _____
Risk Management

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

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective 07/01/11.

CONTRACTOR

By: _____

Date: _____

EXHIBIT A

STATEMENT OF WORK

The Contractor will provide services pursuant to the County of Santa Barbara Request for Proposal (RFP) and Contractor response to the RFP dated March 17, 2011. The Contractor will provide an estimated average of 141 visits per month in the tri-counties area (Santa Barbara, Santa Maria and Lompoc). The applicable components of the RFP and Contractor response have been incorporated into Exhibit A.

PURPOSE

The purpose of this contract is for the Contractor to provide Enhanced Family Reunification Support Services in partnership with Child Welfare Services (CWS) for children living within the tri-counties area (Santa Barbara, Santa Maria and Lompoc) who have been placed out of their parent's care due to abuse or neglect and have supervised visitation with their parents.

BACKGROUND

When a child is placed out of their parent's care because of abuse or neglect issues CWS is required by law to provide family reunification services when it is in the best interest of the child (ren). In order to facilitate the reunification process, the Juvenile Court often orders supervised visitation as one of the many supportive services. Supervised visitation allows the child (ren) to maintain contact with their parent (s) by providing some degree of protection for the children during visits.

There are two formats of supervised visitation currently utilized depending on the circumstances of each family served. The first format is individual family supervision which requires a third party to monitor the visits between parent (s) and the child (ren) so that the interaction between parent (s) and child (ren) is healthy and the child is safe from further abuse or coercion by the parent (s). The second format is group supervision, which provides a supervised visitation setting where multiple families visit at the same time under a more general supervision guideline. The group supervision format is often utilized as a step-down from individual family supervision prior to moving to unsupervised visits during the reunification process or with older children/youth when there are minimal safety concerns.

SCOPE OF SERVICES

Contractor will provide culturally sensitive supervision of children who are placed in foster care to address a much needed service in Santa Barbara County. In addition to supervised visitation, the Contractor will provide limited transportation of children/youth to visits with their parents or extended family members as identified in the court plan.

Families will be referred to program services by the Child Welfare social worker who will establish the parameters of the visit including frequency and acceptable locations for the visitation. These visits will be at a site which allows for the most natural interaction between parent (s) and child (ren) with priority consideration given to the child's safety needs. Visitation monitors will be expected to watch the entire visit, to intervene if necessary and to give written feedback about the visit and transportation to the referring social worker.

DUTIES AND RESPONSIBILITIES

The Contractor will be charged with:

1. Employing two (2) full-time Transporter/Visitation Aides and one half-time Transporter/Visitation Aide. One full-time Transporter/Visitation Aide will work out of the Contractor's Santa Maria office. The other full-time Transporter/Visitation Aide will work out of the Contractor's Lompoc office. The half-time Transporter/Visitation Aide will work out of the Contractor's Santa Barbara office.
2. Supervising visits by observing and listening to the parent/child interaction and intervening when necessary to ensure the child is safe, that all rules of the visit, as outlined by Child Welfare Services (CWS) are followed and the child (ren) remains safe.
3. Transporting children in foster care from their placement in the tri-counties area to/from visits. The average length of a visit is one (1) to two (2) hours; additional time may be needed to allow for transport. These averages also apply to visits during weekends, holidays, and after regular business hours.
4. Providing transportation or transportation and supervision during week-ends, holidays, after hours (evenings), and regular business hours.
5. Providing written feedback, in the form of an email to the CWS social worker and respective supervisor documenting the interaction between parent and child, as well as any concerns about comments made or behaviors demonstrated.
The email will detail how the child's emotional and behavioral demeanor was during the transportation to, from, and during the visit. The email will also include the emotional and behavioral demeanor of anyone else involved during the visit.
6. Making available information about the visit and /or transportation to the CWS social worker and respective supervisor within three (3) business days of the provided service.
7. Maintaining confidentiality of all information.
8. Providing bi-lingual/bi-cultural services as needed. Transporter/Visitation Aide must be able to understand the dialogue between the children and parents.
9. Using transportation that is safe, insured and clean with appropriate safety restraints for all children and adolescents.
10. Having and maintaining a valid driver's license issued by the State of California with no pending legal action and maintaining appropriate vehicle insurance.
11. Assuring that each Transporter/Visitation Aide hired for this contract has completed a Live Scan.
12. Verifying with CWS that the completed LiveScan results for each hired Transporter/Visitation Aide has been received by CWS; the results received are acceptable to work with CWS families as determined by CWS and that the aide has been approved by CWS prior to any client contact.
13. Providing all program staff safety training which shall include first aide, CPR, conflict resolution techniques and how to be aware of surroundings such as evaluating potentially dangerous situations or environments.
14. Providing ongoing client boundary training in order to positively impact the parent/child relationship without interfering or becoming involved beyond the scope of services.
15. Reporting all instances of known or suspected child/elder abuse or neglect in accordance with the law to Child Welfare Services/Adult Protective Services.
16. Participating in a quarterly contract meeting to discuss and resolve any issues that may arise in coordinating services with CWS or in the course of delivering transportation/supervision services to CWS clients.

County will be charged with:

1. Training the Transporter/Visitation Aides.
2. Referring families utilizing the established referral form and process.
3. Monitoring families referred to ensure contracted service resources are used in the most efficient and effective manner.

4. Providing Live Scan paperwork to the Contractor.
5. Holding quarterly contract meetings to assess program outcomes and resolve any program issues.

REFERRAL PROCESS AND CONTRACTOR'S DUTIES

1. The assigned CWS social worker will submit the referral form to the Family Services Unit supervisor. The referral form will include the worker's name and contact information, the child's name and contact information, what service is to be provided, when the service is to be provided, where the service is to be provided, how long the services are to be provided, and the name and contact information of anyone else involved in the service.
2. The Family Services Unit supervisor will assure that all needed information is on the referral form and will determine if there is an available social services case aide (SSCA) or if there is a need to access the services of the Contractor.
3. The Family Services Unit supervisor, within 48 hours, will determine which referrals are forwarded to the Contractor for services.
4. If the Contractor has any questions regarding the referral form the Contractor will contact the assigned CWS social worker or his/her supervisor.
5. The Contractor will assign the referral to a Transporter/Visitation Aide.
6. The Transporter/Visitation Aide will e-mail the assigned CWS social worker within three (3) days of the Contractor receiving the referral to notify the assigned CWS social worker of who is assigned to the referral, when the first scheduled appointment is, and the contact information of the assigned Transporter/Visitation Aide.
7. Once the service has been provided, the Transporter/Visitation Aide will send an e-mail to the assigned CWS social worker and his/her supervisor by the next business day after the contact, with a narrative of the contact. The Transporter/Visitation Aide will copy the narrative on the contact from the e-mail and enter it into CWS/CMS.
8. The Transporter/Visitation Aide will transport referred children who reside within the tri-counties from their foster care placement to and from visits and appointments on weekends, holidays, after regular hours and during regular business hours as needed.
9. The Transporter/Visitation Aide will be responsible for services whether the trip is for visitation with family, doctor's appointments, court appointments or any other scheduled services as determined by CWS.
10. The Transporter/Visitation Aide will call ahead to the child's guardian/relative/group home provider prior to picking up child at the pre-scheduled time and location to confirm the appointment and pick up details.
11. The Transporter/Visitation Aide will be responsible for bringing supplies and materials which include snacks, diaper bag, baby bottles, "sippy cups", baby wipes, stuffed animals, toys, first aid, medicine, blankets, etc.
12. The Transporter/Visitation Aide will input data in the Child Welfare Services online CMS system.
13. The Transporter/Visitation Aide will be required to keep a cumulative case/referral report.

TARGET POPULATION

1. Santa Barbara County dependent children placed in foster care within the tri-counties area.
2. Santa Barbara County dependent children placed in group homes within the tri-counties area.

REPORTING REQUIREMENTS

Contractor will submit a quarterly detailed report in the format provided which includes minimally the following:

1. Number of children served each month differentiating between children who are 0–5 years of age, 6-12 years of age, and 13 to 18 years of age.
2. Number of new children referred each month and referring social worker.
3. Number of hours of service provided differentiating between providing only transportation and providing transportation and supervision.
4. Number of English, Spanish, and foreign language speaking clients served each month.
5. Status regarding the Performance Outcome.

CWS will work with the Contractor to revise the tracking tool, as needed.

PERFORMANCE MEASURES

Contractor will be assessed and should be able to meet the following performance measures:

1. 95% of the referrals received will be responded to within three (3) business days.
2. 100% compliance with scheduled appointments.
3. 100% of completed activities will be reported in an email to the assigned social worker and documented in the CWS/CMS by the next business day of the completed contact.

GENERAL CONTRACT PROVISIONS:

- A. 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 Agreement.
- B. 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 of such modification of services will not require further Board of Supervisors approval if it is to provide additional services within the approved budget.
- C. Budget Variances – Contractor shall obtain the expressed written consent from the County for any variation in FTE amounts detailed in Attachment B-1 of this agreement. Reasonable and necessary changes will be considered, but in no event will the overall FTE's change without a formal amendment to the Agreement.

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

- A. For Contractor services to be rendered under this contract, Contractor shall be paid a total contract amount, including cost reimbursements, not to exceed \$150,000.
- 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.
- C. 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 shall initiate payment processing. County shall pay invoices or claims for satisfactory work within 30 days of presentation.
- D. 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.
- E. Tracking of Expenses: Contractor shall inform County when seventy-five percent (75%) of Maximum Agreement Amount has been incurred based upon Contractor's own billing records. Contractor shall send notice to those persons and addresses which are set forth in the Agreement, Section 2 (NOTICES).
- F. Six-Month Billing Limit: Unless otherwise determined by state or federal regulations all original invoices under this Agreement must be received by County within six (6) months from date of service to avoid possible payment reduction or denial for late billing.

EXHIBIT B-1

LINE ITEM BUDGET

Name of Applicant Agency: **Community Action Commission**

Please provide a line item budget for the term of the contract (07/01/11-06/30/12). Please do not forget to include any proposed cost of living or performance appraisal merit increases in your proposed budget.

Term Beginning: **07/01/11**

Term Ending: **06/30/12**

A. SALARIES AND EMPLOYEE BENEFITS

1) Salaries - List each position to be funded by this award.

Position(s)	Full-Time Equivalent (FTE) ¹	Budget for Contract Term
Direct Service Positions		
Service Aide	2.5	\$ 72,446.40
Service Aide (Back-up)	.01	\$ 445.00
		\$
Administrative Positions		
Program Director	.04	\$ 3,876.17
Program Manager	.10	\$ 5,009.50
		\$
		\$
Sub-Total Salaries:		\$ 81,777.07

¹ FTE = Amount of time employee works on this program. State as decimal based upon a 40 hour work week.

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

Type of Employee Benefit	Budget for Contract Term
Direct Service Staff	
Payroll Taxes	\$ 6,140.38
Health, Dental, Life, Vision, Prescription, Long Term Disability	\$ 12,881.67
Workers Compensation, Retirement & Other	\$ 7,218.88
Administrative Staff	
Payroll Taxes	\$ 748.53
Health, Dental, Life, Vision, Prescription, Long Term Disability	\$ 1,570.32
Workers Compensation, Retirement & Other	\$ 880.01
Sub-Total Employee Benefits	
	\$ 29,439.79
Percentage Benefits	
	36.0%
TOTAL SALARIES AND EMPLOYEE BENEFITS	
	\$ 111,216.86

B. SERVICES AND SUPPLIES

1) Services - List any consultant(s) or contract services

Name of Consultant(s)/Contract Services	Budget for Contract Term
Independent Audit	\$ 330.45
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Sub-Total Services	\$ 330.45

2) Supplies

Item	Budget for Contract Term
Office Expense*	\$ 1,000.00
Program Expense*	\$ 2,200.00
Telephone	\$ 3,000.00
Mileage	\$ 17,000.00
Sub-Total Supplies	23,200.00
TOTAL SERVICES AND SUPPLIES	23,530.45

C. OPERATING EXPENSES

Item*	Budget for Contract Term
Facility Lease/Rental	\$ 1,500.00
Equipment Lease/Rental*	\$ 150.00
Furnishings*	\$ 300.00
Maintenance	\$
Utilities	\$
Insurance (Refer to General Contract Provisions for Insurance Requirements)	\$ 1,000.00
Other*	\$
	\$
Recruitment Expenses	\$ 500.00
Miscellaneous	\$ 50.00
Indirect Cost @ 8.5%	\$ 11,752.69
Total Operating Expenses	\$ 15,252.69
GRAND TOTAL LINE ITEM BUDGET	\$ 150,000.00
Minus Revenue	
TOTAL BEING REQUESTED	\$ 150,000.00

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts NOT requiring professional liability insurance

INDEMNIFICATION

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.

Without limiting the Contractor's indemnification of the County, Contractor shall procure the following required insurance coverage 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 Contractors 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.

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 Contractors 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.

Contract Summary Form

Contract Number: _____-_____ - _____ - _____

- D1. Fiscal Year : FY11/12
- D2. Budget Unit Number *(plus -Ship/-Bill codes in paren's)* : 044
- D3. Requisition Number : N/A
- 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 : Enhanced Family Reunification Services
- K3. Original Contract Amount : \$150,000
- K4. Contract Begin Date : 07/01/11
- K5. Original Contract End Date : 06/30/12
- 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>
<i>(2-4 words)</i>	\$	\$	\$			
K7. Department Project Number						: N/A
B1. Is this a Board Contract? <i>(Yes/No)</i>						: Yes
B2. Number of Workers Displaced <i>(if any)</i>						: N/A
B3. Number of Competitive Bids <i>(if any)</i>						: 1
B4. Lowest Bid Amount <i>(if bid)</i>						: \$150,000
B5. If Board waived bids, show Agenda Date						: N/A
B6. ... and Agenda Item Number						: #
B7. Boilerplate Contract Text Unaffected? <i>(Yes / or cite ¶¶)</i>						: Yes
F1. Encumbrance Transaction Code						: 1701
F2. Current Year Encumbrance Amount						: N/A
F3. Fund Number						: 0055
F4. Department Number						: 044
F5. Division Number <i>(if applicable)</i>						: 09
F6. Account Number						: 7659
F7. Cost Center number <i>(if applicable)</i>						:
F8. Payment Terms						: Net 30
V1. Vendor Numbers <i>(A=uditor; P=urchasing)</i>						: A=188062
V2. Payee/Contractor Name						: Community Action Commission
V3. Mailing Address						: 5638 Hollister Ave, Suite 230
V4. City State <i>(two-letter)</i> Zip <i>(include +4 if known)</i>						: Goleta, CA 93117
V5. Telephone Number						: (805) 964-8857
V6. Contractor's Federal Tax ID Number <i>(EIN or SSN)</i>						: 95-2491790
V7. Contact Person						: Carolyn Contreras
V8. Workers Comp Insurance Expiration Date						: 09/01/11
V9. Liability Insurance Expiration Date[s] <i>(G=enl; P=roff)</i>						: 05/24/11
V10. Professional License Number						: #
V11. Verified by <i>(name of County staff)</i>						: Linda Rodriguez
V12. Company Type <i>(Check one)</i> : <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Private Non-Profit						

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

Authorized Signature : _____

Date: _____