

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 Casa Pacifica Centers for Children and Families (Casa Pacifica) having its principal place of business at 1722 South Lewis Road, Camarillo, CA 93012 (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. Steven E. Elson, Ph. D at phone number (805) 445-7801 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, Department of Social Services, 2125 S. Centerpointe Parkway, Santa Maria, CA 93455

To CONTRACTOR: Steven E. Elson, Ph.D., Chief Executive Officer, 1722 South Lewis Road, Camarillo, CA 93012

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 07/01/10 and end performance upon completion, but no later than 06/30/13 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.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Casa Pacifica Centers for Children and Families (Casa Pacifica).

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective 07/01/10.

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

By: _____
Deputy

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

By: _____
Risk Management

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Casa Pacifica Centers for Children and Families (Casa Pacifica).

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective 07/01/10.

CONTRACTOR

By: _____

Date: _____

EXHIBIT A

STATEMENT OF WORK

Casa Pacifica will provide services pursuant to the County of Santa Barbara Request for Proposal (RFP) and CONTRACTOR response to the RFP dated February 16, 2010. The applicable components of the RFP have been incorporated by reference into Exhibit A. In the event of conflict between the provisions contained in the RFP and the provisions contained in Exhibit A, the provision of Exhibit A shall prevail over those in the RFP.

I. Program Highlights

Senate Bill 163, Chapter 795, Statutes of 1997, provided for the establishment of a statewide project to keep eligible children in or return them to permanent family settings. The SB 163 Wraparound Program is a family-centered, strength-based, needs-driven planning process for creating individualized services and supports for children and their families.

Santa Barbara County has elected to use a model that pairs a Parent Partner and a Family Facilitator as equal partners. These positions will be employed through Casa Pacifica and these duties of the Parent Partners & Family Facilitators will include resource development, convening and engaging child & family teams including natural and system supports, scheduling and hosting SB 163 Wraparound Program planning meetings for individual children and families, facilitating the ongoing planning process and documenting, submitting and explaining plans of care to the SB 163 Wraparound Implementation Team (WIT)/Community. The duties are to be performed county-wide.

Santa Barbara County has 25 slots, approved by the State for inclusion under SB 163 Wraparound Program. Given program criteria, no minimum number of children or families can be guaranteed by the County for SB 163 Wraparound Program services.

II. Target Population

- The child must be a California Welfare and Institutions Code 300 dependent or 602 ward, or eligible for mental health services pursuant to Chapter 26.5 of the California Government Code, and/or Adoption Assistance Program (AAP) eligible; and
- A child who is currently, or would be placed in a group home licensed at a Rate Classification Level, (RCL) of 10 or higher; and
- A family member, legal guardian or potential provider has agreed to strength-based, family-centered, neighborhood-based planning and has the willingness and ability to utilize SB 163 Wraparound Program services.

III. Core Positions for Program

Consistent with the Wraparound philosophy and approach, Casa Pacifica's Wraparound Services will be provided as developed by the Child and Family Team (CFT). The CFT will

be made up of the youth and family, the referring Case Manager, a Casa Pacifica Family Facilitator, Parent Partner, Child and Family Specialist, and those who know the child and family best. The services will emanate from an individualized Plan of Care crafted by the CFT and directed at the specific needs of the child and family. Team members will be selected by the family.

Though each position on the team will represent a unique experience and skill set, team members will be interchangeable as the individual needs of the family dictate. The following are considered core positions for the SB 163 Wraparound Program. Staff in these positions will provide direct services, complete service documentation, and initiate billing. Each team member will participate in a 24-hour on-call system to ensure that the family's needs are met whenever the need occurs.

- ◆ *Program Manager (PM)*. The PM will be responsible for oversight of the day-to-day operation of the program, monitoring contract compliance, supervision of Family Facilitators, Parent Partners, Child/Family Specialists, and all support staff. The PM will ensure that trainings are provided and that the SB 163 Wraparound Program philosophy is maintained at all levels. The PM will serve as liaison to public and private agencies and with the SB 163 Wraparound Program network, will represent the SB 163 Wraparound Program in local organizations, committees, and professional groups. The PM will oversee all outcome measures and prepare and submit required reports. The PM will be a master's level professional, and preferably have two years of experience post licensure.
- ◆ *Family Facilitator (FF)*. The FF will coordinate and assist in the implementation of individualized service plans through creative problem solving and collaboration, provide direct services to families in order to maximize the involvement of all persons, serve as a neutral mediator between all team members and family resources, and ensure that communication between agencies and natural resources is upheld. FF's, in close partnership with Parent Partners, will convene Child and Family Team meetings for purposes of establishing and modifying the Family Care Plan. They will assure strength-based assessments, and promote family decision making and consensus building. It is assumed that FF's will average approximately eight or more hours per week billable to Medi-Cal EPSDT. FF's will carry a caseload of between 8-10 families and are master's level professionals.
- ◆ *Parent Partner (PP)*. The PP will assure that parents have voice, choice, and ownership. They work in equal partnership with all team members to promote family-centered practice strategies, provide support to parents particularly during the engagement phase and crises, work to promote parent/family-professional partnerships and family decision-making, participate in collaborative cross-system teaming, and promote use of natural community resources identified by the family. It is assumed that PP's will average approximately 7 -8 hours per week billable to Medi-Cal EPSDT. Parent Partners will be assigned to a caseload of 8-10 families each. Qualifications include personal experience with successfully navigating the mental health and residential "systems."
- ◆ *Youth & Family Specialists (YFS)*. The YFS will participate in Child and Family Teams, provide direct services to children and families as identified in the Family Care Plan, especially when natural or existing resources are not available or until

the resources become available (e.g., waitlist for service, service not yet identified, service cannot be funded through existing resources). The YFS will promote child and family/professional partnerships and family decision making. YFS's are assigned a caseload of three to four families. YFS's will deliver approximately 15 hours a week of billable Medi-Cal EPSDT services. Hiring qualifications will typically include a bachelor's degree and at least 2 years experience in working with youth and families

IV. Scope of Services

County Social Workers, Care Coordinators, and Probation Officers refer to the Wraparound Implementation Team (WIT) youth whom they believe may benefit from the Wraparound program. WIT is comprised of Program Managers from the County Department of Social Services, Probation, and Alcohol, Drug and Mental Health Services (ADMHS) along with a representative from the County Department of Education, a Parent Partner, and a representative of a Community Based Organization (CBO). The WIT team will meet weekly to screen referrals, agree on enrollments and discharges, approve family Plans of Care including family budgets, and monitor progress toward family goals.

Phase One: Engagement and Team Preparation

Upon a family's acceptance into the Wraparound program, a FF and/or PP will meet with the family to engage the Child and Family Team (CFT), explain the Wraparound process, encourage the participation of additional family members and other informal/neutral supports, and address any immediate safety issues (such as issues related to medical needs, severe psychiatric symptoms, behaviors of a child that may place others in jeopardy, or issues related to a child living in an unsafe environment). In addition to immediate relief of existing concerns, the FF will identify potential crisis and will work out a crisis plan with the family. The engagement phase will be initiated within 72 hours of the referral (24 hours if the family is in immediate crisis) and will focus on initial team development through face-to-face contact with the youth's family as well as either face-to-face or telephone contact with potential family team members. Formal Wraparound team meetings will not occur during this phase as the FF is gathering each member's perspectives through individual interviews in order to get a sense of family strengths and needs as well as concerns by all involved in the team.

Phase Two: Initial Plan Development

After the initial engagement, the FF and PP will convene and lead the family team in the *plan development* phase of Wraparound, which will require that the child and his/her family, Wraparound staff, social worker, probation officer, or mental health worker and other team members that the family has identified attend the CFT meeting. This phase will commence by the end of the third week after the referral is made and will require the family team to come together to:

- Review family strengths,
- Create a mission statement that describes what the family hopes to accomplish through this process, which will serve to guide the team's work throughout the Wraparound process,
- Formalize a written crisis plan (including whom to call), and

- Develop an individualized family Plan of Care that is based on the family's needs in 12 separate domain areas.

At this point in the process, the FF will lead the CFT in brainstorming strategies to meet the specific needs of the family and identify action steps to implement these strategies. Each strategy will have a desired outcome identified, so that the CFT knows when the strategy has succeeded. Families will have a high level of decision making in planning, delivery and evaluation of services and supports. Their signatures (and those of the other team members) will appear on all Plans of Care.

Phase Three: Plan Implementation

During the implementation phase, the CFT will meet as often as needed (at minimum once per month) with the primary purpose of evaluating, modifying the Plan of Care and safety plan based on information about the follow-through and effectiveness of the interventions within the Plan of Care. During this ongoing planning process, CFT members with specific assignments will be expected to carry out their assigned responsibilities within the agreed timeframes. These services will be highly individualized and consist of both formal (professional services) and informal (family, friends and community) supports. Ongoing CFT meetings will follow a standard agenda which will begin with accomplishments achieved since the last meeting. The CFT will assess whether or not the plan is working, identify any new changes to the plan and will assign CFT members responsibility for specific actions. The CFT will determine intensity and frequency of direct services that will occur between each family meeting. Between meetings, CFT members will communicate as needed to assure completion of the tasks listed in the Plan of Care. Additionally, the FF will follow-up with CFT members about their success/progress on assigned tasks. This follow-up will help reduce the possibility of misunderstandings and results in better outcomes for the family.

Phase Four: Transition

Transition planning will begin at the assessment phase to support ongoing strategies to meet enduring needs. Family Plans of Care will set benchmarks to move toward less restrictive, less intrusive and less formal services according to the ability of families to move through the process at their own pace. Near the end of services, a formal transition plan will be developed. During this phase, the CFT will brainstorm follow-up options that will help support the family to succeed outside of the formal Wraparound structure, determine how to regularly check-in with the family, negotiate a schedule for transition, and determine a "graduation" date. Effective transition planning will occur in a thoughtful fashion which will engage the entire family team in decision-making that supports rather than abandons the family. This helps the family move to maximum positive functioning and a self-sufficient life free of system interference. It does not simply remove the family from services. The formal transition phase will range between two weeks and up to three months.

Closing a Case

Prior to closing a case, the CFT team will discuss potential graduation/discharges with the WIT team. The discussion will include a brief history complete with presenting problems and needs, interventions, the family's response, progress, successes, community

resources that have been used, and informal supports that were developed to help support the family's progress. The family's current needs and a transition/relapse prevention plan will be discussed. All collaborative service providers will participate in developing the post-discharge plan.

If a family leaves Wraparound for whatever reason, every effort will be made to connect the family with beneficial services. Examples of this include, helping a referring party locate appropriate residential care, community resources, foster families, lower level group homes, other family members who will provide respite or offer a home to a youth, psychiatric assistance, counseling, medical care, parenting skills, support groups, etc.

All families will be followed for a minimum of 2 months following graduation. Families are to also be reminded that they can call for additional assistance at any time following their graduation or dis-enrollment from the program and will be linked to resources or be provided with direct assistance.

V. Duties and Responsibilities

Casa Pacifica will:

1. Cooperate with COUNTY and the SB 163 WIT "Core Group" to enroll up to twenty-five (25) children/families in SB 163 Wraparound Program services in Santa Barbara County based on the target population identified on page 1 of this Exhibit A.
2. Facilitate the program planning process (individualized, family-centered, strength-based, and needs driven). This will consist of :
 - Conducting a comprehensive strength-based assessment of each child and family;
 - Configuring child and family teams;
 - Performing an in-depth life domain needs assessment;
 - Developing an individualized family and child service/resource/safety plan; and
 - Implementing and monitoring appropriate services/responses.
3. Provide intensive case management.
4. Provide home-based and community-based services and supports. (This includes directly assisting and/or securing resources for the family and child in any or all of the following areas.
 - Basic needs, e.g., housing and/or transportation;
 - Social environment, e.g., peer relations, recreation, psychosocial skills;
 - Family environment, e.g.; parenting skills, family counseling, daily living skills;
 - Educational/vocational support, e.g., tutoring and job training, functional skills;
 - System Involvement, e.g., advocacy and support utilization of services, education;

- Medical needs, e.g., health issues, vision, dental and medication management;
 - Behavioral/psychological, e.g., counseling, medication compliance, and rehabilitation;
 - Legal and safety, e.g., counseling or crisis management.
5. Provide interagency service brokering and coordination.
 6. Coordinate with the COUNTY agency staff, the courts, community members, families and the schools.
 7. Provide SB 163 Wraparound Program services to clients 24 hours per day, seven (7) days a week as needed for assigned participants.
 8. Provide service/resource monitoring and client progress evaluation.
 9. Send each week a summary of the results of the CFT meeting to each member of the team and send a list of services provided to each family member to the case manager.
 10. Provide a flexible financial fund pool.
 11. Be flexible in provision of services in terms of location, time, planning, response, and funding.
 12. Ensure community-based intervention (including delivery of highly coordinated and individualized, unconditional services addressing child and family needs) and achieving positive outcomes.
 13. Secure services from a network of providers and complete appropriate service authorization and agreements.
 14. Develop and facilitate all service activities in a manner consistent with the SB 163 Wraparound Program philosophy.
 15. Adhere to a “no reject/no eject” policy. This is defined as: Children are accepted regardless of behavioral characteristics or case histories (no reject) and receive unconditional care in that they are not unilaterally terminated due to resistance or case management problems (no eject).
 16. Work in collaboration with major SB 163 Wraparound Program stakeholders including, the Department of Social Services, Probation, and Alcohol, Drug and Mental Health.
 17. Coordinate, select, and convene SB 163 Wraparound Program Teams.
 18. Develop and utilize new and existing formal as well as natural supports and services available within the community to serve SB 163 Wraparound Program children and families, and ensure SB 163 Wraparound Program funds are maximized and services are not duplicated.
 19. Develop parent advocacy and support network(s); including, but not limited to, Parent Partners.
 20. Employ and train adequate number of staff to achieve SB 163 Wraparound Program objectives, reflective of the cultural and linguistic (Spanish Speaking) needs of Santa Barbara County and ensure that translation services are available to meet participant needs.

21. Agree to participate in all training provided by the California Department of Social Services and their agents to facilitate CONTRACTOR staff's knowledge of the SB 163 Wraparound Program Service Delivery Philosophy, and to provide ongoing training through its own resources as necessary and as determined in consultation with the SB 163 WIT "Core Group"
22. Provide outcome measures consistent with SB 163 requirements, and meeting the COUNTY'S outcome expectations.
23. Comply with the State Department of Mental Health to maintain Medi-Cal certification/eligibility and being able to provide the full range of services contemplated by this Agreement.
24. Ensure child/family teams, including all professional and non-professional, will have a voice in all aspects of the SB 163 Wraparound Program process.
25. Submit all performance measure reports required by the COUNTY Department of Social Services by the 15th of the following month on a quarterly basis.
26. Blend and/or pool state, federal, and county funds at the programmatic level to maximize services when feasible.
27. Aggregate all revenue to provide flexibility in service provision and to maximize service to all children and families in the Wraparound program.

The SB 163 Wraparound Program design includes the following responsibilities of the participating County agencies:

Department of Social Services (DSS) will:

1. Participate as a core member of the SB 163 WIT/Community Team.
2. Act as lead fiscal agent.
3. Act as administrator for all contractual functions related to non-Medi-Cal billing.
4. Assign a Case Manager for each child placed by DSS in a SB 163 slot who will:
 - a. Work collaboratively as part of the Individualized SB 163 Wraparound Program Team.
 - b. Ensure that SB 163 Wraparound Program planning is consistent with the court approved case plan.
 - c. Monitor child and family compliance with court orders.

Alcohol, Drug and Mental Health Services (ADMHS) will:

1. Participate as a Core Member of the SB 163 WIT/Community Team.
2. Monitor/process/authorize all Medi-Cal billing.
3. Chair SB 163 WIT Extended Group."
4. Act as administrator for all contractual functions related to Medi-Cal billing.
5. Assign a Case Manager for each child placed by ADMHS in a SB 163 slot who will:

- a. Work collaboratively as part of the Individualized SB 163 Wraparound Program Team.
- b. Ensure that SB 163 Wraparound Program planning is inline with the Coordinated Services Plan. .
- c. Monitor child and family compliance with program guidelines.

The Probation Department will:

1. Participate as a Core and Extended Member of the SB 163 WIT/Community Team.
2. Assign a Case Manager for each child placed by Probation in a SB 163 slot who will:
 - a. Work collaboratively as part of the Individualized SB 163 Wraparound Program Team.
 - b. Ensure that SB 163 Wraparound Program planning is inline with the court approved case plan.
 - c. Monitor child and family compliance with court orders.

VI. Financial Reporting and Tracking Requirements:

1. CONTRACTOR shall ensure the Facilitation Team in conjunction with the entire individual SB 163 Wraparound Team develop a “Family Budget” for the participant and participant’s family based on all anticipated needs and or costs. All needs or costs should be expressly tied to the items in the participant’s plan of care (See Exhibit A-1).
2. It will be required that the initial “Family Budget” be completed and submitted to the SB 163 WIT/Community Team no later than 10 days from the completion of the plan of care or by the next fiscal SB 163 WIT/Community Team meeting. It must cover six (6) months of services, along with a conceptual budget for the following six (6) months (12 months total). It is required that the six (6) month budget be allocated to the appropriate calendar quarter in which the budgeted expenditures will be incurred and billed.
3. All new budgets must be approved by the Sb 163 WIT/Community Team prior to the effective date of the budget. Available funding from one budget does not roll forward to the new “Family Budget”. All “Family Budgets” requested revisions will require approval from the SB 163 WIT/Community Team. The SB 163 WIT/Community Team will meet monthly to discuss all financial aspects of the SB 163 Wraparound Program including the approval or disapprovals of requested “Family Budgets”.
4. All budgets must be approved by the SB 163 WIT/Community Team before the contractor has the authorization to expend any funds to be reimbursed by SB 163 funds, except for emergency purchases defined as:

- A) *Unusual and unforeseen non-medical expenses that are less than \$5,000 that are critical to the success of the case plan, needed immediately, and not part of the currently approved "Family Budget";*
 - B) *Costs, up to \$5,000, that need to be incurred after the initial budget is developed and submitted, but prior to the next SB 163 WIT "Core Group" financial meeting.*
5. Prior to expending any funds under either of the two above exceptions, CONTRACTOR shall obtain authorization from the COUNTY Designated Representative. CONTRACTOR is responsible to submit, within 48 hours, documentation outlining requested emergency purchases, name of participant, case number, if applicable, and proof of appropriate authorization. CONTRACTOR can submit this information either electronically or via fax.
 6. CONTRACTOR will be required to attend the monthly SB 163 WIT/Community Team financial meetings to justify, request, and obtain approval for all "Family Budgets" and any adjustments made to them. This includes final approval of all previously authorized emergency purchases.
 7. CONTRACTOR will be required to reimburse all providers of services rendered under the Wraparound program in a timely manner.
 8. CONTRACTOR is required to track and submit to the COUNTY by the 15th of the month, following the end of the quarter, all individual participant expenditures against the appropriate approved "Family Budget" by participant and for the calendar quarter for which the expenditure was budgeted and approved for. CONTRACTOR is required to reconcile all invoiced, non Medi-Cal funded, direct service costs to approved individual "Family Budgets".
 9. CONTRACTOR will be required to submit backup documentation in the form of either 1) copies of receipts, timesheets, allocation of overhead documentation or 2) formal accounting registers that clearly document who, what and how much, all amounts by line item, invoiced to the COUNTY or 3) other documentation as approved by County DSS Chief Financial Officer. CONTRACTOR must always have available for review by COUNTY all original backup documentation that supports all costs being submitted for payment for review by COUNTY.
 10. CONTRACTOR shall submit a monthly report that tracks the Non-Medi-Cal eligible staff time and a schedule of all associated cost for program participants that do not qualify for Medi-Cal. The related cost for up to five (5) Non-Medi-Cal slots will be paid from the accumulated reserve funds.
 11. CONTRACTOR will obtain prior written approval from COUNTY prior to purchasing any furniture, equipment, EDP hardware or software funded through this Agreement. CONTRACTOR will return to COUNTY upon expiration or termination of this Agreement all furniture, equipment, EDP hardware or software purchased or provided to CONTRACTOR under this Agreement.

a. Reporting Requirements

CONTRACTOR shall comply with reporting requirements and submittal of the standard reports as described below:

- A quarterly project activity report that details statistics as required by the Evaluation Charts including but not limited to: the number of clients served and the total service hours billed.
- An accounting report that tracks project related expenditures.
- Caseload information, supervision and provider staff information, employee evaluation information, training information.
- A quarterly “Outcomes” report. This report is to be developed jointly with the SB 163 WIT/Community Team.

VII. Performance Objectives

Process Evaluation:

The WIT/Community Team will conduct client/partner satisfaction surveys focusing on client satisfaction, accountability and compliance with service program objectives. This feedback will be used in making any required adjustments or modification to the process and to ensure continuous quality improvement. CONTRACTOR will also be required to report information consistent with the quality management indicators at regular intervals.

Outcome Evaluation:

- 1) Family Functioning – Measurement tool consistent with Children’s System of Care standards and requirements.
- 2) Prevention of placements in more restrictive environments – The Child Living Environment Profile (CLEP) measures the current living environment of the youth. Data is gathered annually.
- 3) Improvement of emotional and behavioral adjustments – The Child and Adolescent Functioning Assessment Scale (CAFAS) rates the extent to which mental health issues influence functioning through measurement of role performance at home, school, in the community, behavior toward others, moods/emotions, self-harmful behaviors, substance abuse and thinking. This information is gathered annually.
- 4) Performance Measures:

Outcome/Indicator	Plan
Safety: Substantiated allegations of abuse and/or neglect while receiving SB 163 Wraparound Program services.	90% of children receiving SB 163 Wraparound Program Services will not have any new, substantiated allegations of child abuse/neglect while receiving

	SB163 Wraparound Program services.
Permanency: Graduations from the SB 163 Wraparound Program (consistent with the child/ family services plan of care) and placement retention.	90% of children will maintain community placement (parent, guardian, relative) at 3 month post-graduation follow-up point.
Well-being: Children will improve their overall level of health and well-being.	90% will have improved in emotional and behavioral adjustments by graduation date, or six months into the program, whichever comes first, as measured by CAFAS. (Cumulative score)
Service Delivery Goals:	<p>80% of children served have their case successfully closed within 12-18 months.</p> <p>95% of care plans and "family budgets" will be completed within 60 days of child entering the SB 163 Wraparound Program.</p> <p>75% of children not disenrolled by the County will be maintained in the SB 163 Wraparound Program for a minimum of three (3) months.</p> <p>90% of children and families state overall satisfaction with SB 163 Wraparound Program services at the time of closure/graduation.</p>

- 5) Jointly with the WIT Leadership/Community Team review additional tools and measurement instruments such as the Youth Outcomes Questionnaire and the Wraparound Fidelity Index to refine existing and develop new meaningful performance measures.

SB 163 Wraparound Program Family Budget

<p>Child's Name: _____</p> <p>Wrap Number: _____</p> <p>Date: _____</p> <p>Assignment Date: _____</p>	<p>Assigned Care Coordinator/Agency: _____</p> <p>Care Coordinator: _____</p> <p>Social Worker: _____</p> <p>Budget Dates: _____</p>
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**LA	Actions/Interventions	Comments (as Needed)	Total Family Budget	Budget SB 163 Funding	Budget Other Funding	Actual Costs for Budget Period	Actual Costs SB 163 Funded	Actual Costs Other Funded	Estimated Costs Month (0-00)
Anticipated Total Funding Required:									

**Life	1. Family Relationship	2. Living Environment	3. Educational	5. Social/Recreational	6. Financial
Areas:	7. Emotional/Psychological	8. Cultural	9. Health/Medical	11. Safety	12. Legal

Supervisor Approval:

Initials: _____

Date: _____

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid, including cost reimbursements, for non Medi-Cal funded costs, an amount not to exceed a total of \$2,082,060 (FY 10/11 \$694,020; FY11/12 \$694,020; and FY 12/13 \$694,020).
- 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. Actual costs may fluctuate, and specific line items in EXHIBIT B1, B2 and B3 may be adjusted up to 15% without written approval by the COUNTY DESIGNATED REPRESENTATIVE as long as the Total Budget amounts in Exhibit B1, B2 and B3, are not exceeded. Invoices must be submitted in County required format and contain sufficient detail to enable an audit of the charges along with adequate documentation as approved by the Department of Social Service's Chief Financial Officer.
- C. CONTRACTOR will submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed by the 15th of the month following the provision of services. These invoices or certified claims must cite the assigned Board Contract Number. In order to avoid, double billings, all invoices submitted shall be adjusted for the estimated costs that will be billed to Medi-Cal EPSDT in accordance with Exhibit B and a provisional payment shall be issued for satisfactory work.
- D. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of Exhibit B below, shall initiate payment processing. The adjusted invoice amount will be paid by the Department of Social Services up to the annual contract amount within 45 days of presentation.
- E. In order to avoid the double billing of costs, the CONTRACTOR agrees to reduce total program expenditures by the cost billed to EPSDT Medi-Cal each month. Based on the annual cost report, COUNTY will prepare an annual reconciliation of Medi-Cal eligible costs and the SB 163 Funded Costs.
- F. Quarterly, CONTRACTOR must reconcile billed amounts to approved "Family Budgets" prior to payment of the final quarterly invoice.
- G. 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.
- H. The COUNTY will advance CONTRACTOR funds to \$10,000.00 for the purpose of funding "Family Budget" expenditures. CONTRACTOR will be required to maintain these funds in a separate bank account, reconcile the account on a monthly basis, and provide a monthly bank statement. The CONTRACTOR will provide receipts for all expenditures. The COUNTY will reimburse CONTRACTOR for approved expenditures as part of the monthly invoice. CONTRACTOR will transfer appropriate funds each month to maintain the balance of the account at \$10,000.00. These advanced funds are to be repaid to the COUNTY upon termination of this contract.

I. CONTRACTOR accepts fiscal responsibility for any future audit findings resulting from CONTRACTOR's billings under the Agreement or the Medi-Cal Agreement with ADMHS in conjunction with this program. CONTRACTOR shall refund COUNTY for all costs related to this Agreement which are disallowed by the California Department of Social Services as a result of audit findings or insufficient funds available from the State. CONTRACTOR will not bill the Department of Social Services any disallowed costs originally billed to Medi-Cal/EPSDT in conjunction with this program.

**EXHIBIT B-1
FY 2010/2011**

**Casa Pacifica Centers for Children and Families (Casa Pacifica)
Startup SB 163 SB 163 Wraparound Program Funded Budget for 25 Families**

	<u>SB 163 Funded</u>
Direct Program costs	
Payroll/Benefits	
Facilitation Team	
Salary	\$286,774
Benefits	78,146
Direct Supervision	
Salary	44,319
Benefits	12,076
Direct Travel Costs	20,000
Other Direct Program Costs	<u>2,800</u>
Total Direct Program Costs	444,115
Indirect and Administration Costs	
Administrative Staff	
Salary	36,449
Benefits	12,956
Service and Supplies	31,500
Operating Expenditures	40,000
Other Costs	<u>69,000</u>
Total Indirect and Administration Costs	189,905
Direct Participant Expenditures	60,000
Total Budget	<u><u>\$694,020</u></u>

**EXHIBIT B-2
FY 2011/2012**

**Casa Pacifica Centers for Children and Families (Casa Pacifica)
Annual SB 163 SB 163 Wraparound Program Funded Budget for 25 Families**

	SB 163 Funded
Direct Program costs	
Payroll/Benefits	
Facilitation Team	
Salary	\$286,774
Benefits	78,146
Direct Supervision	
Salary	44,319
Benefits	12,076
Direct Travel Costs	20,000
Other Direct Program Costs	2,800
Total Direct Program Costs	444,115
Indirect and Administration Costs	
Salary	36,449
Benefits	12,956
Service and Supplies	31,500
Operating	
Expenditures	40,000
Other Costs	69,000
Total Indirect and Administration Costs	189,905
Direct Participant Expenditures	60,000
Total Budget	<u>\$694,020</u>

**EXHIBIT B-3
FY 2012/2013**

**Casa Pacifica Centers for Children and Families (Casa Pacifica)
Annual SB 163 SB 163 Wraparound Program Funded Budget for 25 Families**

	<u>SB 163 Funded</u>
Direct Program costs	
Payroll/Benefits	
Facilitation Team	
Salary	\$286,774
Benefits	78,146
Direct Supervision	
Salary	44,319
Benefits	12,076
Direct Travel Costs	20,000
Other Direct Program Costs	<u>2,800</u>
Total Direct Program Costs	444,115
Indirect and Administration Costs	
Salary	36,449
Benefits	12,956
Service and Supplies	31,500
Operating	
Expenditures	40,000
Other Costs	<u>69,000</u>
Total Indirect and Administration Costs	189,905
Direct Participant Expenditures	60,000
Total Budget	<u><u>\$694,020</u></u>

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

"Such insurance as is afforded by this policy shall be primary and 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 (BAA)

This Business Associate Agreement (“BAA”) supplements and is made a part of the Agreement between COUNTY (referred to herein as “Covered Entity”) and CONTRACTOR (referred to herein as “Business Associate”).

RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (PHI) (defined below).

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA Regulations) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (C.F.R.) and contained in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental 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 (ii) 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, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

- a. **Permitted Uses.** Business Associate shall not use Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the

Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the Protected Information, to the extent the third party has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- d. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** Business Associate shall report to Covered Entity in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and this BAA, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 60 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** Business Associate shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by paragraph (c) above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** To the extent that the Covered Entity keeps a designated record set then Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within ten (10) days of a

request by Covered Entity to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

- h. **Amendment of PHI for Business Associate who is Required to Maintain a Record Set.** If Business Associate is required to maintain a designated record set on behalf of the Covered Entity the Business Associate shall within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of Protected Information, Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Business Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in Sections 2.b. of this BAA [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].
- j. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary of the U.S. Department of Health and

Human Services (Secretary) for purposes of determining Business Associate's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. Business Associate shall provide to Covered Entity a copy of any Protected Information that Business Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

- k. **Minimum Necessary.** Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Notification of Breach.** During the term of the Agreement, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- m. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of the Covered Entity that Business Associate believes constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- n. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether Business Associate has complied with this BAA; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to

comply with this BAA, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the Agreement or this BAA, Business Associate shall notify Covered Entity within ten (10) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- a. **Material Breach.** A breach by Business Associate of any provision of this BAA, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall, at the option of Covered Entity, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by Covered Entity, Business Associate shall continue to extend the protections of Section 2 of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If Covered Entity elects destruction of the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

4. Certification

To the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA relating to certification of its security practices, Covered Entity or its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this BAA.

5. Amendment to Comply with Law

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the

HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Covered Entity may terminate the Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Agreement or this BAA when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. Assistance in Litigation of Administrative Proceedings

Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement or this BAA, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is named adverse party.

7. No Third-Party Beneficiaries

Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. Effect on Agreement

Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

9. Entire Agreement of the Parties

This BAA supersedes any and all prior and contemporaneous business associate agreements between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Covered Entity and Business Associate acknowledge that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

10. Interpretation

The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be

interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

11. Costs Related to Inappropriate Use, Access or Disclosure of PHI

If Business Associate fails to adhere to any of the privacy, confidentiality, and/or data security provisions set forth in this BAA or if there is a Breach of PHI in Business Associate's possession and, as a result, PHI or any other confidential information is unlawfully accessed, used or disclosed, Business Associate agrees to reimburse Covered Entity for any and all costs, direct or indirect, incurred by Covered Entity associated with any Breach notification obligations. Business Associate also agrees to pay for any and all fines and/or administrative penalties imposed for such unauthorized access, use or disclosure of confidential information or for delayed reporting if it fails to notify the Covered Entity of the Breach as required by this BAA.

Contract Summary Form: Contract Number: _____

D1. Fiscal Year : FY10/11-\$694,020FY11/12-\$694,020,FY12/13-694,020
 D2. Budget Unit Number (plus -Ship/-Bill codes in parents) : 044
 D3. Requisition Number : n/a
 D4. Department Name : Social Services
 D5. Contact Person : Yalila "Lee" Gonzales
 D6. Phone : 346-8362

K1. Contract Type (check one): Personal Service Capital Project/Construction
 K2. Brief Summary of Contract Description/Purpose : Children's SB163 Wraparound Program Services (Senate Bill 163)
 K3. Original Contract Amount : \$2,082,060
 K4. Contract Begin Date : 06/01/10
 K5. Original Contract End Date : 6/30/13

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(2-4 Words)</u>
\$	\$	\$				

K7. Department Project Number : n/a
 B1. Is this a Board Contract? (Yes/No) : Yes
 B2. Number of Workers Displaced (if any) : None
 B3. Number of Competitive Bids (if any) : Three
 B4. Lowest Bid Amount (if bid) : n/a
 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 : \$0
 F3. Fund Number : 0001
 F4. Department Number : 044
 F5. Division Number (if applicable) : 09
 F6. Account Number : 7659
 F7. Cost Center number (if applicable) : 10
 F8. Payment Terms : Net 30

V1. Vendor Numbers (A=uditor; P=urchasing) :
 V2. Payee/Contractor Name : Casa Pacifica Centers for Children and Families (Casa Pacifica)
 V3. Mailing Address : 1722 South Lewis Road
 V4. City State (two-letter) Zip (include +4 if known) : Camarillo, CA 93012
 V5. Telephone Number : 805-445-7801
 V6. Contractor's Federal Tax ID Number (EIN or SSN) : 77-0195022
 V7. Contact Person : Steven E. Elson, Ph.D.
 V8. Workers Comp Insurance Expiration Date : 1/1/2011
 V9. Liability Insurance Expiration Date[s] (G=ent; P=rofl) : 11/1/2010
 V10. Professional License Number :
 V11. Verified by (name of County staff) : Yalila "Lee" Gonzales
 V12. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

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

Date: _____ Authorized Signature: _____