

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 Child Abuse Listening Mediation, Inc. having its principal place of business at 1236 Chapala St., Santa Barbara, CA 93101 (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.** Barbara Finch, Children and Adult Network Director, at phone number (805) 681-4678, is the representative of County and will administer this Agreement for and on behalf of County. Cecilia Rodriguez, Executive Director at phone number (805) 965-2376, 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: Barbara Finch, Department of Social Services, 234 Camino Del Remedio,
Santa Barbara, CA 93110

To Contractor: Cecilia Rodriguez, Child Abuse Listening Mediation, Inc., 1236 Chapala St.,
Santa Barbara, CA 93101

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, 2013 and end performance upon completion, but no later than June 30, 2014 unless otherwise directed by County or unless earlier terminated. The County at the end of the contract term has an option to renegotiate two (2) additional one (1) year renewals, without re-bidding. A renewal determination will be contingent upon Contractor's satisfactory achievement of agreed upon performance measures.

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 subrecipients 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.

1. For Convenience. Contractor for any reason, prior to expiration date of this Agreement, may terminate the Agreement 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 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.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Child Abuse Listening Mediation, Inc. (CALM)**.

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

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA

By: _____
Salud Carbajal, 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 Manager

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Child Abuse Listening Mediation, Inc. (CALM)**.

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

CONTRACTOR: Child Abuse Listening Mediation, Inc.

By: _____

Date: _____

EXHIBIT A

STATEMENT OF WORK

I. PURPOSE

The purpose of this Agreement is for the Contractor to provide an array of comprehensive targeted and evidence-based/informed child abuse and neglect prevention services in collaboration with its community-based partners.

II. ROLES AND RESPONSIBILITIES

1. Contractor and subcontractors are jointly responsible for meeting the performance outcomes and achieving the Agreement goals through the services provided.
2. Contractor is responsible for providing oversight, reporting to County and ensuring that all terms and conditions of this Agreement are met.
3. Contractor and subcontractors will coordinate parent education, therapeutic services and family case management to achieve the best possible outcome for the family.
4. Contractor will provide training and support to the subcontractors to ensure high quality child abuse and neglect prevention services are provided.

III. SCOPE OF SERVICES

Contractor shall:

1. Provide intensive targeted child abuse and neglect prevention services to unduplicated 156 clients at risk of child abuse and neglect. 70 individuals shall receive case management services. 60 families shall receive therapeutic in-home visitation services. 43 families shall receive family counseling. 137 individuals shall receive concrete supports. 29 children will receive developmental screening. 27 individuals will receive mental health consultation and 53 individuals will participate in parenting groups. These numbers are targets and may be adjusted upon mutual agreement.
2. CALM as the lead agency will be co-located at Family Resource Center (RFC) sites or partner sites in New Cuyama, Santa Maria, Lompoc, Santa Ynez, Isla Vista, Santa Barbara, and Carpinteria. Contractor will provide one or more center or home-based child abuse and neglect prevention services at each site.
3. Provide one or more of the following weekly services including, but not limited to:
 - a) Comprehensive case management with regular progress reviews, developmental screening for children 0-5 years of age and referrals to other coordinated care services and concrete supports as needed.
 - b) Great Beginnings/Healthy Families America case management and home visitation for at-risk families with children prenatal to 5 years of age.
 - c) Great Beginnings/SafeCare case management and home visitation for high-risk families with children 0-7 years of age.
 - d) Evidence-based parent education groups such as Incredible Years or Nurturing Parenting.

- e) Services designed to engage fathers, including the evidence-based Supporting Father Involvement curriculum.
 - f) Individual counseling using Trauma-Focused Cognitive Behavioral Therapy.
 - g) Postpartum Depression groups in English and Spanish for women identified with perinatal mood disorders.
 - h) Linkages to mental health services as needed for parents and children, including but not limited to those that address substance abuse and intimate partner violence.
 - i) Mental Health Consultation and Reflective Supervision for early childhood educators and client advocates.
4. As part of its intensive case management services, include at a minimum the following types of supports and assessments for families:
 - a) Individualized case plan created through the Family Develop Matrix (FDM) taking into account the needs identified through the protective factors survey and prioritizing safety of the child;
 - b) FDM follow-up assessment every three months;
 - c) Comprehensive services to help the family connect with services and supports designed to increase protective factors and minimize risk-factors for child abuse and neglect;
 - d) Two one-hour follow-up contacts monthly at a location convenient for the family with each case managed family while the case plan is active;
 - e) Designated services or available and appropriate linkages for children with special needs;
 - f) Protective Factors Survey (pre and post-test);
 - g) Family satisfaction survey upon completion of service; and
 - h) Opportunities and training for the parent or caregiver to participate in a designated parent advisory council or parent leadership group.
 5. Meet quarterly with subcontractors for case review, cross-training, process improvement and evaluation purposes. A report or minutes from these meetings shall be provided to County as part of the semi-annual reporting requirement.
 6. Keep records on each family served. Records may include but are not limited to: a copy of the service delivery plan, a chronological list of all contacts with a summary of topics discussed and/or services provided, as well as follow-up, compliance and outcome information. Reporting requirements are outlined further in the reporting section below.
 7. Provide semi-annual reports for the subcontractors, which include at minimum, performance measure targets, service details, aggregate client satisfaction information on families served and activities completed.
 8. Submit samples of client satisfaction instruments to County liaison upon commencement of contract period and keep completed satisfaction surveys on file for all services provided under this contract. County liaison may periodically review surveys or request aggregate data as needed.
 9. Upon commencement of contract provide evidence of a parent leadership component included in contractor and/or subcontractor programs or services, or within six months demonstrate meaningful parent engagement efforts toward including such a component. Contractor and/or subcontractors shall participate in parent engagement efforts of the Child Abuse Prevention Council (CAPC).

10. Meet quarterly with County liaison and participate in peer review activities to review and streamline processes across agencies and collaboratives.
11. Be a member in good standing of the Santa Barbara County CAPC, and collaborate and coordinate as appropriate with other service providers and family support programs to ensure county-wide access to services for all families.
12. Ensure that all staff members providing services under this contract have received Mandated Reporter training within the last two years.
13. Participate in all relevant county-wide trainings regarding evidence-based and outcome tracking tools.
14. Refer any families where a reasonable suspicion of child abuse and neglect becomes apparent during services period to Child Welfare Services (CWS).

County shall:

1. Serve as a liaison to Contractor for all technical matters regarding this contract, including expected outcomes and applicable funding regulations.

IV. REPORTING REQUIREMENTS

Contractor will submit at minimum semi-annual detailed reports which include the following:

Individual Services:

1. Number of new parents/caregivers without disabilities receiving each type of service;
2. Number of new parents/caregivers with disabilities receiving each type of service;
3. Number of new children without disabilities receiving each type of service;
4. Number of new children with disabilities receiving each type of service;
5. Number of new families receiving case management services;
6. Number of new families receiving home visitation services;
7. Number of children in each family and their ages;
8. Language and ethnicity of each family member;
9. How family accessed services/came to attention of service provider;
10. Risk factors identified for the family;
11. Referrals outside collaborative made for family;
12. Service begin date/service end date;
13. Summary of services received by family;
14. Performance outcomes tracked for family, including appropriate pre and post-test results.

Group services:

1. Number of individuals that attended group services, number of sessions and type of support;
2. Pre and post-test appropriate to group service.

Collaborative Services:

1. Trainings provided to each subcontractor;
2. Summary of parent engagement activities;
3. Weekly hours and type of activity provided to subcontractors;
4. Annual aggregate client satisfaction outcomes.

Additional reporting requirements may be developed in collaboration with the Contractor.

V. PERFORMANCE MEASURES/OUTCOMES

1. 65 % of participating families will demonstrate an increased knowledge of community resources and level of engagement in services as evidenced by pre and post-testing using the Family Development Matrix.
2. 75% of children who score outside of normal limits on the Ages & Stages Questionnaire (ASQ) or Ages & Stages Questionnaire-Social/Emotional (ASQ-SE) will be connected to appropriate services.
3. 75% of families receiving case management services will move from “at risk/crisis” to “stable/ self sufficient” on at least two indicators, as measured by the Family Development Matrix.
4. 60 % of families will show a significant drop in negative attitudes and use of corporal punishment following participation in home visiting, parent education and/or support groups as measured by pre and post-testing using the Adult Adolescent Parenting Inventory-2 (AAPI-2).
5. 50% of parents who show low levels of empathy on the AAPI-2 at intake will score within normal ranges within one year.
6. 50% of parents receiving services for postpartum depression will show reduction in depression after participating in group services, as measured by Edinburgh or CESD (Center for Epidemiological Studies-Depression) screening.
7. 65% of parents who participate in parent classes/workshops to increase parenting skills and knowledge of child development will demonstrate knowledge of appropriate parenting techniques on a pre and post-test AAPI-2.
8. 50% of Early Care and Education (ECE) providers and Family Advocates will display decrease in stress on pre and post surveys following reflective supervision services.
9. 50% of providers and client advocates will monitor children’s developmental milestones as measured by the ASQ and ASQ/SE.
10. 75% of parents surveyed with the Parent Satisfaction Survey (PSS) will “agree” or “strongly agree” that they are satisfied with the services that they or their children received.

Additional performance measures may be developed in collaboration with the Contractor.

VI. GENERAL CONTRACT PROVISIONS:

1. Contractor will obtain prior written approval from the 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.
2. Contractor Modification of Services – Contractor will obtain the expressed written consent from the County for any variation in the provision of services described in this Agreement. Approval for such modification of services will not require further Board of Supervisors approval if it is to provide additional services within the approved budget.

3. Modification of Performance Measures – County and Contractor will evaluate the effectiveness of the performance measures established in Section V within 120 days of the effective date of this Agreement. If necessary to obtain meaningful data about services delivery, the performance measures will be amended by mutual agreement between the Designated Representatives of this Agreement.
4. Budget Variances – Contractor shall obtain the expressed written consent from the County for any variation in the line item amounts detailed in Exhibit B-1 of this Agreement. Reasonable and necessary changes will be considered, but in no event will overall budget amount be exceeded without formal amendment of the Agreement.
5. Monitoring/Audit Exceptions and Disallowed Costs – Contractor will be subject to monitoring reviews that cover all fiscal and programmatic terms and conditions of the contract and/or prescribed by the State, including cost allocation methodologies. Except to the extent that the State and/or the County determines it will assume liability, Contractor will be liable for and will repay, to the County, any amount for recoupment of audit exceptions and disallowances of disallowed costs. Such repayment will be from funds other than those received under this agreement.
6. In connection with the end of the contract, County will perform both a programmatic and a fiscal closeout to determine Contractor's full compliance with contract provisions.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Line Item Budget)

A. For Contractor services to be rendered under this contract, Contractor shall be paid a total contract amount, including cost reimbursements, not to exceed **\$233,000**.

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. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Exhibit B-1** (Line Item Budget). Invoices must be submitted in County required format and must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **Exhibit A**.

C. Monthly, Contractor shall submit to the County Designated Representative by the 15th of the month an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite:

- Board Contract Number
- Number, Type, and Cost of each service delivered for which compensation is being requested.

County Representative shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Exhibit B-1** shall initiate payment processing. County shall pay invoices or claims for satisfactory work within 30 days of presentation. The June estimated invoice must be submitted to the County Designated Representative no later than June 15th.

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 the Maximum Contract Amount has been incurred based upon Contractor's own billing records. Contractor shall send such 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 the date of service to avoid possible payment reduction or denial for late billing.

**EXHIBIT B-1
LINE ITEM BUDGET**

Program Name: Targeted Child Abuse & Neglect Prevention

Name of Agency: CALM

Term Beginning: July 1, 2013

Term Ending: June 30, 2014

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		
Project Director	0.18	\$ 19,889.00
Therapist	0.28	\$ 12,051.00
Bilingual Therapist	0.20	\$ 9,855.00
Bilingual Home Visitor	0.38	\$ 18,751.00
Mental Health Consultant	0.25	\$ 15,318.00
Assessment Specialist	0.03	\$ 780.00
Psychology Oversight	0.03	\$ 2,517.00
Parent Educator	0.33	\$ 16,175.00
Sub-Total Salaries:		\$ 95,336.00

¹ FTE = Amount of time employee works on this program. State as a percentage 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 Tax	\$ 10,052.00
Unemployment	\$ 1,156.00
Workers Compensation	\$ 1,733.00
Health Insurance	\$ 12,709.00
Pension Contribution	\$ 3,467.00
PTO	\$ 637.00
Sub-Total Employee Benefits	\$ 29,754.00
Percentage Benefits	31.2%
TOTAL SALARIES AND EMPLOYEE BENEFITS	\$ 125,090.00

B. SERVICES AND SUPPLIES

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

Name of Consultant(s)/Contract Services	Budget for Contract Term
Family Service Agency	\$ 55,229.00
Santa Ynez Valley PHP	\$ 16,500.00
Isla Vista Youth Projects	\$ 9,500.00
Sub-Total Services	\$ 81,229.00

2) Supplies

Item	Budget for Contract Term
Office Expense*	\$ -
Program Expense*	
Telephone*	\$ 1,850.00
Mileage*	\$ 4,703.03
Other*	
Sub-Total Supplies	\$ 6,553.03
TOTAL SERVICES AND SUPPLIES	\$ 87,782.03

C. OPERATING EXPENSES

Item*	Budget for Contract Term
Facility Lease/Rental	\$ 3,000.00
Equipment Lease/Rental*	
Furnishings*	
Maintenance	
Utilities	
Insurance (Refer to General Contract Provisions for Insurance Requirements)	
Other*	
Indirect Cost Allocation	\$ 33,991.41
Total Operating Expenses	\$ 36,991.41
GRAND TOTAL LINE ITEM BUDGET	\$ 249,863.44
Minus Revenue	\$ 16,863.44
TOTAL BEING REQUESTED	\$ 233,000.00

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.