

## 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 **Fighting Back Santa Maria Valley (FBSMV)** having its principal place of business at **2560 Skyway Dr., Santa Maria, CA 93455** (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** **Karen Schmitt** at phone number (805) 681-4678 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. **Teresa Menchaca** at phone number (805) 346-1715 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: **Raymond McDonald, WIB Executive Director, 260 N. San Antonio Rd, Suite C, Santa Barbara, CA 93110**

To CONTRACTOR: **Teresa Menchaca, Executive Director, 2560 Skyway Dr., Santa Maria, CA 93455**

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 **6/1/2010** and end performance upon completion, but no later than **5/31/11** 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 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.

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 **Fighting Back Santa Maria Valley**.

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

:  
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 Fighting Back Santa Maria Valley.

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

CONTRACTOR

By: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### STATEMENT OF WORK

#### I. Purpose/Term

Under WIA the main focus of the youth program is on longer-term academic and occupational learning opportunities for youth. A goal is to increase employment, job retention and earnings by developing the work/career potential of youth. The purpose of this Agreement is for CONTRACTOR to provide gang prevention and intervention services to a total of two hundred and seventy five (275) eligible In-School (ISY) and Out-of School(OSY) youth participants ages 14-21 residing in the City of Santa Maria.

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

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

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

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

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

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

#### II. Background

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

WIA allocates funding for the provision of youth employment and training services that are closely linked to the local labor market and provide youth with a comprehensive set of year-round strategies based on individual assessments. The WIA Youth Program is a blend of youth development activities and employment training activities. As required by WIA, all contractors are selected through a competitive bidding process.

Santa Maria Joint Union High School District has worked closely with the Fighting Back Santa Maria Valley Coalition to form a regional school/community partnership. This Coalition was formed in 2003 and is a viable, multi-sector membership that includes the schools, juvenile justice, law enforcement, mental health services, local and county government, businesses, the faith-based community, youth, social service agencies, civic organizations, parents, and community members at large. Fighting Back Santa

Maria Valley (FBSMV) will serve as the lead agency for this contract and the Santa Maria Joint Union High School District (SMJUHSD) will act as the fiscal agent.

### III. Program Summary

- A. The Contractor will serve a total of two hundred and seventy five (275) WIA eligible ISY and OSY residing in Santa Maria.

The target population for the FGSMV program is Santa Maria youth ages 14-21 with a focus on the most at-risk. This includes low-income youth, youth with disabilities, in the foster care and/or juvenile justice system, pregnant or parenting teens, youth of incarcerated parents and migrant youth. **The consortium of gang intervention programs and services offered involves a holistic approach that shows promising efforts of reducing juvenile gang involvement by supplying alternative education, and job training for those wanting to leave the gang lifestyle. These programs offer year round services not just summer activities.**

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

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

- B. Program Design Features:

The CONTRACTOR shall provide the following program components:

1. Recruitment and identification of the target population;
2. Orientation to prospective participants;
3. Under WIA, all youth must meet eligibility criteria and be determined eligible for the program prior to enrollment and receipt of WIA funded services. The CONTRACTOR will determine eligibility for targeted youth.
4. Provide an objective assessment of academic levels, skill levels, and service needs of each participant. The assessment will include a review of basic skills, occupational skills, prior work experience, employability, interest, aptitudes, supportive service needs, and developmental needs;
5. Develop an Individual Service Strategy (ISS) for each participant taking into account the assessment described above; and
6. Complete Management Information System (MIS) forms required by the Employment Development Department (EDD).
7. The CONTRACTOR shall make available the nine (9) mandated program elements. The CONTRACTOR does not have to provide each element themselves; however any of the elements which will be performed by someone other than the CONTRACTOR must be evidenced by a written agreement specifying the terms and conditions of such performance.
8. The CONTRACTOR will work closely with the COUNTY and collaboratively track and report WIA required performance measures; and exit determination.
9. CONTRACTOR shall comply with the procedures indicated in the Santa Barbara County Youth Policies and Procedures Manual. This manual contains information and guidance in the following areas:

- WIA Forms: Eligibility, Enrollment, Exit
  - Assessment/Goals/ISS development
  - Case Notes and File Documentation
  - Dual Enrollment / Transfer of Case Requests and Procedures
  - Program Reporting (Narratives, MEAL) and Monthly Invoicing
  - SBC Youth Bulletins
  - WIA Definitions & Glossary
  - Tools and Checklists
  - CONTRACTOR Monitoring Requirements
  - Corrective Action Plan Requirements for Program Reviews
  - MIS Reports and Descriptions (Y.E.S. Tool Kit)
10. The SBC Youth Policies and Procedures Manual may be modified or altered by COUNTY at any time to ensure compliance with WIA rules and regulations.
  11. Participants are not to be served under WIA until the youth have been assigned an application number. The County will not be responsible for any client expenses until youth has been deemed eligible and enrolled and the data is in the possession of the MIS department.
  12. Roles and Responsibilities of CONTRACTOR and COUNTY are set forth in Exhibit A-3 of this agreement.

C. Program Element Services:

CONTRACTOR has established partnerships to provide nine (9) WIA element services to youth in Santa Maria.

Tutoring, study skills training, and instruction, leading to completion of secondary school, including dropout prevention strategies: Resolving Conflict Creatively Program (RCCP)

Resolving Conflict Creatively Program (RCCP) is a six week evidence based Restorative Justice Program that focuses on reducing school violence by providing intervention preceding school fights or threats. The overall focus of this program is to provide alternative educational resources for youth who face traditional school expulsion. Students are referred to the RCCP program through school counselors or administration and County Probation Department. Through peer mediation, students learn to discuss events that lead to conflict escalation, anger and violence. Additionally, students complete weekly conflict solutions courses that focus on teaching healthy conflict resolution skills and practices. Students participate in several role playing activities, group work and diversity exercises that aim to promote positive social interactions. Students are also encouraged to enroll in a community service or community restoration project to complete course requirements. RCCP has been developed with age an appropriate curriculum for both High School and Junior High School youth.

The Anger Inventory Scale is used as a pre and post assessment with the RCCP program to measure student risk for engagement in street gangs, juvenile crime, school drop-out and other delinquent behaviors.

**Objectives**

- Promote the victims healing from the effects of the crime
- Engage with offenders to establish accountability and responsibility for the consequences of their actions
- Supports mediation and communication about how conflict started and who was involved
- Encourage and facilitate appropriate consequences/reparation for offenders

- Seek reconciliation between the victim and offender where possible
- Equip the offender(s) with the tools necessary to resolve conflict and reintegrate back into school rather than face traditional school expulsion.

Alternative secondary school services:

The Santa Maria Joint Union High School District and Fighting Back Santa Maria Valley partner in providing alternative secondary school offerings to high risk youth ages 14-18. The REACH program provides a proactive and supportive instructional setting for students who have been placed on a suspended expulsion contract. Students who have been placed on a suspended expulsion contract have primarily been involved in incidents of violence, drugs, and/or excessive disciplinary infractions. The educational path for secondary students in grades 9-12 is fashioned around each student's individual needs, goals and interests. Prior to the implementation of the REACH program, students primarily participated in the Independent Study Program, which did not require students to attend school daily. Students are referred to the program after their initial hearing which is approved by the School Board.

This highly structured evidence based curriculum teaches students: What is Conflict, Anger, Anger Management, Accepting Diversity, Conflict Escalation, Positive Ways to Deal with Conflict, Substance Abuse Prevention and the importance of completing the k-12 education. A key element of the Reach program is the availability of resources, networks, and parent involvement.

The Comprehensive Adult Student Assessment Survey (CASAS) will be used to determine program eligibility and will be administered in a pre and post survey to measure academic levels. An alcohol and drug assessment is used to measure frequency of drug use and knowledge of social issues that are linked with substance abuse. Results are compared to the California Healthy Kids Survey (CHKS) and then assessed based on student responses. Students are also held accountable to the Reach program administrators through a behavioral contract consisting of rules, regulations and requirements throughout the program duration.

Summer employment opportunities that are directly linked to academic and occupational learning:

The Work Study Program will provide job training experiences and occupational learning opportunities for youth ages 16-24 in the Santa Maria Valley. This program will be a joint effort between Fighting Back Santa Maria Valley and Santa Maria Joint Union High School District.

The Work Study Program will offer paid internships for high school youth at local businesses. Grant funding will support the internship of 35 high school students and will pay minimum wages for students who are employed. Businesses will employ youth for a period of 12 weeks and will require students to work at least 10 hours weekly to complete (120 hours) of work during the semester duration. Students will be evaluated by their employer at the conclusion of 5 weeks and additionally at the conclusion of 10 weeks to ensure quality job performance and or changes in work performance that need to be made. The goal of this program is to build student job opportunities and provide students with work related experience to include on a resume. This program was previously successful as it was implemented in the Migrant Education Program offered. However, in 2007 as a result of reduced funding to Migrant Education, the program was eliminated.

Youth will be assessed using the Career Ability Placement Survey (CAPS), a comprehensive, multi-dimensional battery designed to measure vocational relevant ability.

*Paid and unpaid work experiences, including internships and job shadowing/  
Occupational skill training: Job Training Initiative, Cooperative Education Program and  
One Mother to Another*

The Job Training Initiative targets worker training and career development resources toward helping workers gain the skills they need to build successful careers within the City of Santa Maria. This initiative will include Workforce Resource Center training, job fair promotion by Allan Hancock College and WIA Orientations for area youth including, development of employment plans, life skills training and job readiness training. This initiative will be available for students identified by Fighting Back Santa Maria Valley and Santa Maria Valley Youth & Family Center and be offered at all high schools continuation schools, and two community centers.

The Cooperative Education program will provide scholarships to youth ages 18-21 in the Santa Maria Valley. With partnership from Allan Hancock College Center for Employment, paid internships will be offered to students completing their education while working for a community based organization. The goal is to provide employment opportunities for youth ages 18-21 who will have a chance to build their resume while receiving on the job training.

A guidance counselor will provide pre-job training skills to develop resumes and administer the Test of Adult Basic Education (TABE) to measure academic level. The WIA Coordinator will provide oversight of student eligibility.

The One Mother to Another program is a self-sufficiency curriculum that focuses on transitioning single parents into financial independence through higher education. The curriculum consists of a 30 minute video, workbook and trainer's manual. The curriculum focuses on such topics as budgeting, building a support system, resume writing, improving skills through education, and job interviewing. Higher education is not just defined as a college degree, but can include individual classes that will help a single parent improve their skill level or even the completion of a GED program.

Good Samaritan has been implementing this program over 10 years now, and is currently implementing the program in Project PREMIE, Turning Point (Lompoc), and Recovery Point (Santa Maria). The One Mother to Another has been marketed nationally, and is still being used in orientation at the Santa Barbara County Department of Social Services orientation for new consumers. Test of Adult Basic Education (TABE) will be used as a pre and post assessment for the One Mother to Another program.

The Career Enhancement Program (CEP) is a career advancement and employment training program for youth ages 14-21, utilizing computer based technology to enhance and build resumes. In an advancing world youth often lack the employment ready skills needed for successful careers. Utilizing computer based technology and software will enhance resume skills and computer literacy for youth in the Santa Maria Valley. The People of Greatness Community Center offers a computer lab open after school from the hours of 3-5pm for youth use.

Youth will be referred to the CEP Program through the Parent Project offered by Fighting Back Santa Maria Valley and the Reach Program offered through Santa Maria Joint Union High School District. Youth will be assessed through the CASAS assessment.

*Leadership development opportunities, which include community service and peer centered activities encouraging responsibility and other positive social behaviors: Youth Involvement Group & Adopt-A-Block*

The Fighting Back Santa Maria Valley Youth Involvement Group is comprised of local youth ages 14-18 who are motivated about taking a stand against drugs and alcohol in

their schools and community. The mission of the group is *"Tomorrow's leaders, fighting for today"* promoting a drug free life for all youth. The group hosts annual youth leadership training workshops that teach positive social behaviors, community diversity, outreach and peer drug and alcohol education. Additionally, youth are trained in gang awareness and prevention to provide youth with education on how to steer clear from gang involvement. Members have specific roles within the group that teach team unity and responsibility. Each member participates in selected community service projects including: Adopt-A-Block, youth rallies, city hall meetings, board of supervisor meetings and fundraising events.

The group meets bi-weekly to discuss issues in the schools and community and to re-connect with other positive social youth. Membership within the group requires commitment to living a drug free life and being a youth ambassador within the community. Youth also have the opportunity to attend leadership training offered through SAMHSA, the U.S. Department of Justice and U.S. Department of Education, to enhance community leadership skills and collaborate with other youth across the nation to help build positive youth ambassadors in the community.

Assessment for youth members is based on an annual review given by the Youth Involvement Group President and other office members. Records are kept by Fighting Back Santa Maria Valley staff of events attended and community involvement by each member of the group.

The Adopt-A-Block program promotes teamwork between local businesses, youth ages 14-21, and residents in the City of Santa Maria to ensure neighborhoods and business areas are clean and clear of graffiti and litter. Youth make a one year commitment to keep a block (or an area) free of graffiti and litter. In exchange youth learn a sense of community involvement and pride by working as a team to keep areas clean. Adopt-A-Block provides participants with supplies, including a work vest, gloves, trash bags, paint brush, paint, graffiti remover and safety glasses.

#### Supportive services: Enhanced Electronic Supervision (EES)

Santa Barbara County has seen a rise in violent offenses perpetrated by gang members and is employing a number of strategies throughout the County to address the concern. In July 2009, utilizing federal stimulus funds, the Probation Department began the Enhanced Electronic Supervision (EES) program. This pilot effort allowed the Department to implement the use of Global Positioning System (GPS) Technology to supervise approximately 20 high risk gang offenders. GPS monitoring is an enhancement to the efforts of local law enforcement that allows the most high risk offenders' movements to be closely monitored. This type of enhanced supervision has shown a decrease in criminal activity by the targeted offenders in other jurisdictions as well as serving as a beneficial tool in crime scene analysis.

The Department was also recently awarded an additional stimulus grant which provides for a one-year extension of the EES countywide pilot and provides three additional gang officers for a Targeted Gang Intervention Program. One of these gang officers is assigned to the Santa Maria Valley and will be able to work with the Fighting Back Santa Maria Valley Anti-Gang project. Utilizing overtime funding, this officer as well as the EES officer would be available to provide enhanced supervision and GPS services to the target population to ensure they are complying with their probation conditions as well as prevention and intervention services provided by the grant. Funding of overtime hours will also allow for flexibility of use within both the Juvenile and Adult Divisions of the Department as particular needs arise in the target population and assure that there is no supplantation of local funds or grant efforts currently underway.

For the GPS portion of the program, through the use of inclusion and exclusion zones, specific youth offenders can be restricted from entering high crime areas and can be required to remain in certain areas during specific hours. For example, Atkinson Park can be identified as an exclusion zone and an offender's home from 11 p.m. to 6 a.m. can be identified as an inclusion zone. Other exclusion zones may be a co-offender's or victim's residence, whereas other inclusion zones can be schools where the offender is enrolled or their place of employment. By utilizing the various programs and collaborating with Fighting Back Santa Maria Valley, a greater number of offenders can be monitored and the efforts of the Anti-Gang Program could be addressed in terms of providing enhanced supervision and increased services. Offenders currently being served by Probation's EES program are predominantly Hispanic males under the age of 24, many of whom continue to reside in their parent's homes.

In addition to the increased supervision and accountability provided to the offenders being supervised, there is also an emphasis on addressing the criminogenic factors that are most closely linked to recidivism. Case plans for each offender include participation in treatment (with a preference for evidence-based programs), drug testing, field contacts, educational or employment goals, and payment of outstanding financial obligations as appropriate based on the terms and conditions of their probation and identified needs. Bench marks are identified and reassessments include review of the offender's progress toward each case plan objective. Evidenced-based programming such as Aggression Replacement Training (ART) and similar interventions to address faulty reasoning that can perpetuate an offender's criminal behavior are also provided.

#### Adult mentoring: Parent Project

Parent Project is an evidence based program providing activity based instruction, support groups, and coursework addressing the most destructive of adolescent behaviors. Over 100,000 families have attended *Parent Project*® classes nationwide. The *Parent Project*® is the largest court-mandated diversion program in Los Angeles and San Bernardino Counties, and has been adopted for statewide use in Idaho. The Office of Juvenile Justice and Delinquency Prevention (OJJDP) recently commissioned the American Bar Association's Center on Children and the Law to investigate programs currently referred to by juvenile courts nationally for parents who are court-mandated to attend parenting classes. This report identified the Parent Project® as the only program operating in multiple states; the only program with a published, structured, curriculum addressing the most destructive adolescent behaviors, and the only program with a formal training process.

With a proven track record, the *Parent Project*® reduced juvenile crime by 1/3, while significantly increasing both school attendance and performance (see 'Minidoka Miracle' for details). The project is a collaborative effort of Fighting Back Santa Maria Valley, Santa Maria Police Department, and the District Attorney's Office but operates in conjunction with local mental health care professionals, juvenile courts, probation, and local school districts. The project meets once a week for ten consecutive weeks and no cost childcare is provided. Parent and Teen sessions are conducted the same evening. A Parent Guide to Changing Destructive Adolescent Behavior accompanies all ten meetings. "**Parent Project® Sr.**," utilizes the same principles found successful in **Parent Project® Jr.**, adapted to the needs of younger children with behavioral challenges, Attention Deficit Disorder and children with special needs.

Comprehensive guidance and counseling, including drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth:

#### Santa Maria Valley Youth and Family Center (SMVYFC), Good Samaritan Services (GSS) Treatment

Santa Maria Valley Youth & Family Center proposes a program of alcohol and other drugs treatment services to youth ages 14-17, to complement and enhance the current services offered by Fighting Back Santa Maria Valley. Specifically, SMVYFC will provide group counseling services to the participants of the program at a MediCal certified site designed to reduce the impact of alcohol and drug use on a youth life through the adoption of a clean/sober life style or through harm reduction strategies. Treatment is also directed at reducing the vulnerability of the young person by increasing the protective factors existing in his/her environments through family, community and school involvement and the young person's acquisition of life skills; problem solving, communication, conflict management, emotional regulation, and social competencies.

The individuals who will be involved in the program will reside in an area identified by Fighting Back Santa Maria Valley. The program will target youth who are 13 years of age or older, have a history of alcohol/drug use that will score in a significant range on the Addiction Severity Index (ASI), and their use has resulted in the problematic functioning at school, home, or in the community.

The treatment program is from 12 weeks to 26 weeks depending on the severity of use and progress in the program. Group counseling will be the primary methodology of treatment. Groups focus on experimentation, relapse prevention, or treatment of heavy users. Youth will work on skills to identify triggers, develop alternative coping behaviors, control impulsive reactivity, problem solve and manage their personal and social interactions. Family counseling will be available for parents and families who want to help their children but are in need of new ideas, strategies, and skills. Best Practice indicates that the best results are achieved with the participation of the family unit in treatment. The youth must be a part of a family; how well that family functions and how supportive the family is to the young person's sobriety is directly related to how well the young person functions. Multi-family groups would be another vehicle for improving the parent/child relationship. Group treatment that focuses on the youth's use of alcohol/drugs will be paid through AOD MediCal (Minor Consent) whenever possible. It is estimated that 80% of the youths would qualify for this funding stream. Services other than group counseling could not be paid with MediCal revenues.

Good Samaritan Shelter (GSS) will provide drug & alcohol individual treatment sessions to adults ages 18-24, along with randomized drug testing. The proposed impact is that 60% of adults receiving drug & alcohol treatment within the program will maintain their sobriety 18 months after they have started treatment. Treatment services will be organized and GSS of Santa Maria.

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

#### **IV. Service Delivery**

##### Public School System

SMJUHSd will provide youth and families with an overview of programs offered through this initiative. Students will be referred by the school district that score below level on the Comprehensive Adult Student Assessment Instrument (CASAS), meeting WIA general Eligibility requirements, and through the recognition of barriers including: deficiency in basic literacy skills, school drop-out and truancy, homelessness, runaway or foster youth, pregnant or parenting youth, and youth who have been identified by the juvenile criminal justice system. Additionally, direct connection and oversight will be provided by Fighting Back Santa Maria Valley Program Director and WIA Coordinator.

##### Partnerships

SMJUHSD has worked closely with the Fighting Back Santa Maria Valley Coalition to form a regional school/community partnership. This Coalition was formed in 2003 and is a viable, multi-sector membership that includes the schools, juvenile justice, law enforcement, mental health services, local and county government, businesses, the faith-based community, youth, social service agencies, civic organizations, parents, and community members at large. This program will be maintained and managed through the existing school/community partnership and the Fighting Back Coalition

#### Reconnecting Youth to Educational Services

School connectedness will be increased by the use of employment opportunities for WIA eligible youth. Often times youth who struggle academically are in need of other social support services which are not available solely through the school system. The use of occupational skill development will foster youth engagement, responsibility and employment skill enhancement to aid in the pursuit of a part-time job.

#### Academic Instruction & Diverse Learning Styles

The school district provides a full complement of programs for students with identified learning needs. Each comprehensive school has an excellent teacher-student ratio for optimal learning; its own speech/language therapist and 1.5 FTE School Psychologists. Academic instruction follows best practices and is supported by a plethora of evidence based programs that support this success. Remedial instruction programs target students who have computation, reading, writing or Second Language challenges.

#### Subsidized or Supported Employment

Subsidized and supported employment will be facilitated by providing those who are WIA eligible, and possess cognitive barriers or who, because of the nature and severity of their disabilities, need intensive supported employment services even after Initiative duration, with additional resources for employment opportunities through Vocational Training Center (VTC) Enterprises. The WIA Coordinator will make appropriate referrals to VTC to provide additional employment supportive services. VTC Enterprises offers four types of supported employment programs, two types of trade trainings, work experience, community based integrated work programs, and facility based day programs for individuals who reside in Northern Santa Barbara County.

#### Employment Development Component

The employment development component will be the highest priority of this Initiative with all other services will act as a means of support to ensure success. Coordination through the WRC will begin with the use of Inter Link, a *one-stop employment connection* for WIA eligible youth. Inter Link utilizes a spider effect to collect information about job training, career advancement, and job postings from multiple online data bases to create the most opportunities for employment growth.

#### Frequency and Services Available

Frequency of services will be maintained and coordinated by the WIA Coordinator through each eligible youth's Individual Service Plan to allow for the most opportunity for youth to participate and benefit from services. Bi-weekly check in sessions with youth will ensure program success and determine the need for additional supportive services.

#### Assessments

The Comprehensive Adult Student Assessment Instrument (CASAS) will be the overall initial assessment used to refer students to programs and services offered through this initiative. The California Healthy Kids Survey 2009 will be used to gather baseline data with specific emphasis on Module G to support the proposed gang & violence prevention

programs to be offered. Other program assessments including: Anger Inventory Scale, Behavioral & Emotional Screening System (BESS), Parent Project assessment and Drug & Alcohol screening assessment will be used in individual program measurement. Both mentors and interns will be used to facilitate the RCCP Program in the 4 high schools. Peers will be involved in coordination of activities promoted through the Youth Involvement Group and the recruitment of volunteers for activities and projects to be completed by the Youth Involvement Group.

#### Public Transportation

This program will be centered around public transportation and facilities that are close to bus stops for easy accessibility. Young people are heavily dependent on public transportation in the City of Santa Maria. It is often their only way to reach school, working places, sports facilities and any other agencies where they live and can receive help. Through this youth initiative, Fighting Back Santa Maria Valley will be committed in different ways to promote linkages between youth and public transportation. Public transportation will be coordinated through the Santa Maria Area Transit Service (SMAT) to provide free bus services to youth. Due to the increasing need of transportation services, the City of Santa Maria is currently building several new transit centers within the city to service more individuals which will be essential in project success.

#### Individuals with Disabilities

Youth with disabilities will be able to participate in all programs offered following the Americans with Disabilities Act of 1990 requirement. Specific emphasis will be placed on students with learning disabilities and students with emotional disabilities because of their inability to utilize basic skills on standardized tests. Students will also receive educational support services including ESL classes, study hall and tutoring which will be offered through the SMJUHSD.

#### Cultural Capability

The FBSMV Coalition staff reflects the composition of the target population. Staff composition (including administrators, advisors, and board members) are gender, age, and culturally appropriate and are qualified to provide services to the target youth population. Four bi-lingual staff members have been trained in substance abuse prevention, Gangs, Suicide Prevention, Crisis Intervention, Active Listening, and Toastmasters. One bi-lingual staff has Cultural Competency Training, Identity Diversity among Cultures and Culture of Poverty Training. In addition, staff has attended Leadership Training, Conflict Resolution Training, Speech Communication Training and Parent Project Training. Each program offered to eligible youth will be presented in both English and Spanish.

### **IV. Training**

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

### **V. Program and Fiscal Reviews/Audits**

Contractor will be subject to audits that cover all fiscal and programmatic terms and conditions of the contract and/or prescribed by the State. Confidential Quality Assurance surveys may be mailed to randomly selected consumers for program review/renewal purposes. It is the

responsibility of the CONTRACTOR to conduct program and fiscal reviews of all of its subcontractors during the fiscal and program year that funds are allocated

## **VI. Performance Measures**

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

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

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

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

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

## **VII. General Provisions**

- A. Modification of Services - CONTRACTOR shall obtain the expressed written consent from the COUNTY for any variation in the provision of services described in this agreement. Approval for such modification of services will not require further Board of Supervisors approval if it is to provide additional services within WIA criteria for youth employment services and within the approved budget.
- B. Modification of Performance Measures - COUNTY and CONTRACTOR will evaluate the effectiveness of the milestone measures established in Exhibit A-1, page one (1) of this document, within 90 days of the effective date of this agreement. If necessary to obtain meaningful data about service delivery, the performance measures will be amended by mutual agreement between the Designated Representatives of this agreement.

- C.** Budget Variances - CONTRACTOR shall obtain the expressed written consent from the COUNTY for any variation in the line item amounts detailed in Attachment B-1 of this agreement. Reasonable and necessary changes will be considered, but in no event will the overall budget amount be exceeded without a formal amendment to the contract.
- D.** CONTRACTOR will obtain prior written approval from COUNTY, prior to purchasing any furniture, equipment, EDP hardware or software funded through this contract. CONTRACTOR will return to COUNTY upon expiration or termination of this contract all furniture, equipment, EDP hardware or software purchased or provided to CONTRACTOR under this contract.

## EXHIBIT A-1 Performance Goal Requirements

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

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

## EXHIBIT A-2

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

[http://www.edd.ca.gov/Jobs\\_and\\_Training/WIA\\_Q\\_and\\_As.htm](http://www.edd.ca.gov/Jobs_and_Training/WIA_Q_and_As.htm)

### II. DOL Common Measures

#### All Youth ages 14 – 21

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

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

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

**Exhibit A-3**  
**FLOW OF SERVICES/ROLES AND RESPONSIBILITIES**

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

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

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

## EXHIBIT B

### PAYMENT ARRANGEMENTS Periodic Compensation

- A. A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be reimbursed for CONTRACTOR'S cash outlays for which COUNTY received benefit for its WIA youth program, during the program years defined by this contract. Cost reimbursements are not to exceed **\$200,000.00**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR'S satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the cash outlays budgeted in **Attachment B1**. Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail, and include all appropriate supporting documentation including, but not limited to those specified below, to demonstrate the costs invoiced comply with the Federal and State regulations applicable to the entity incurring the costs.
- **SUBMITTED DOCUMENTATION:** CONTRACTOR shall submit invoices with sufficient documentation to demonstrate the costs CONTRACTOR is requesting reimbursement for are compliant with the Federal and State regulations applicable to the entity who incurred the costs.
  - **APPLICABLE COST PRINCIPLES:** CONTRACTOR will be held responsible by COUNTY, Federal and State officials for only submitting costs for reimbursement that comply with applicable WIA, Federal, and State regulations. Entities incurring the cost for a Federal grant / contract are held to the Federal cost principle applicable for their entity:
    - For nonprofit agencies, OMB Circular A-122;
    - For local governmental agencies, OMB Circular A-87;
    - For public and nonprofit institutions of higher education, OMB Circular A-121;
    - For profit making organizations, 41 CFR Part 1;
    - For the Food Stamp Program, 7 CFR Part 277.
  - **INDIRECT COST &/OR BENEFIT RATES:** COUNTY will only reimburse for indirect costs, and/or labor benefits, calculated by applying a federally negotiated indirect cost and/or benefit rates against the federally approved cost base. CONTRACTOR and its subcontractors who have and are applying such rates, will supply COUNTY with copies of the rate negotiation letter(s) in effect as of the date of this contract.
    - CONTRACTOR, and each subcontractor who invoices CONTRACTOR for indirect costs and/or labor benefits under a negotiated indirect cost/benefit rate, will provide to COUNTY by the beginning of the contract copies of the rate negotiation plan submitted to the applicable cognizant agency(ies) responsible for approving the rates. (See Attachment B, Terms & Definitions for definition of "cognizant agency.") The rate negotiation plan submitted to COUNTY will include a detailed listing of all costs included in the indirect, benefit, and direct, fundraising, and unallowed pools.
    - When Final Rates are received by the CONTRACTOR and/or its subcontractors, CONTRACTOR will forward copies to COUNTY. CONTRACTOR will obtain copies of the new rate negotiation letters of its subcontractors within 10 days of the rate negotiation letter date. CONTRACTOR will forward to COUNTY all copies of CONTRACTOR'S updated rate negotiation letters, as well as those of its sub-recipients, within 10 days of receiving said letters.
    - CONTRACTOR is responsible for timely reimbursing COUNTY for excess indirect costs and/or benefits that arise from the variance between the Final Rate(s) and the Provisional

Rate(s) issued by the respective cognizant agency(ies). Within the same 10 days discussed above CONTRACTOR will retroactively apply the Final Rates received by CONTRACTOR and/or its sub-recipients for all months CONTRACTOR invoiced said costs to COUNTY for the period of the Final Rate. Should the Final Rate(s) be lower than the Provisional Rate(s), CONTRACTOR will include with the reconciliation a reimbursement for any excess indirect costs and/or benefits that arises from the variance between the Final Rate(s) and the Provisional Rate(s). Should the Final Rate(s) exceed the Provisional Rate(s), reimbursement by COUNTY to CONTRACTOR will be subject to the availability of WIA funds for the period in question.

- **DOCUMENTATION:** CONTRACTOR will be held responsible by COUNTY, Federal, and State officials for documenting that all costs and allocations submitted by CONTRACTOR comply with applicable Federal, State regulations. COUNTY will determine what documentation CONTRACTOR will be required to be included with each monthly invoice. (See Attachment B, Terms & Definitions for examples of documentation)

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

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

## EXHIBIT B-1

### LINE ITEM BUDGET

Name of Applicant Agency: SMJUHSD FBSMV

Line item budget for the term of the contract (6/1/10-5/31/11). Please do not forget to include any proposed cost of living or performance appraisal merit increases in your proposed budget.

**Term Beginning** 6/1/10 **Term Ending** 5/31/11

#### **Fighting Back Santa Maria Valley WIA Anti-Gang Initiative**

#### **SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT (SMJUHSD)**

June 1, 2010 – May 31, 2011

**SMJUHSD:** **\$50,454.00**

#### **Administrative Personnel and Fiscal Management**

Indirect Cost Rate @ 6.77% (\$42,000 + \$82,863 \* 6.77%) **\$8,454.00**

Salary reflects current rate for fiscal year 2010

**Work Study Program** 35 students: 10 hrs/wk x 12 wks @ \$10 **\$42,000.00**  
(Includes overhead/benefits @ 25%)

The Work Study Program will provide job training experiences and occupational learning opportunities for youth ages 16 – 24 in the Santa Maria Valley.

**Fighting Back Santa Maria Valley** **\$82,863.00**

**Programs Director** - \$48,500/year @ 10% (including benefits) **\$4,850.00**

Provides direct oversight to WIA Initiative Programs & services.

(Salary reflects current rate for fiscal year 2010)

**Program Coordinator** - \$41,000/year @ 100% (including benefits) **\$41,000.00**

Provides coordination of WIA eligibility of youth, coordinates job training activities and Work Study Program, and manages student pre and post assessments.

(Salary reflects current rate for fiscal year 2010)

**Prevention Aide** - \$39,000/year @ 13% (including benefits) **\$5,070.00**

Provides assistance with networking in schools and community programs, To plan and implement youth services and activities during school hours, After school, evenings and weekends.

(Salary reflects current rate for fiscal year 2010)

**Administrative Assistant** - \$41,600/year @ 13% (including benefits) **\$5,408.00**

Assists with fiscal oversight and coordinates accounts receivable for WIA Initiative

(Salary reflects current rate for fiscal year 2010)

**Secretary** - \$39,000/year @ 23% (including benefits) **\$8,970.00**

Provides assistance to WIA Coordinator and Programs Director to ensure WIA Initiative success

(Salary reflects current rate for fiscal year 2010)

**Supplies** **\$3,605.00**

Cell Phone WIA Coordinator. - \$50/mo X 12 mos = \$600

Mileage	8.5 mi/wk x 52 wks @ \$0.405/mi = \$180.00	
Travel	CADCA Conference/Washington D.C. (match funding)	
Copy Paper	100 Reams @ \$4/ream = \$400	
Printer Ink	24 Packs @ \$90/pack of 3 = \$2,160	
Misc. Items	Tape, paper clips, correction fluid. = \$65	
Folders	10 Boxes @ \$10/box = \$100	
Pens/Pencils	10 packs of 20 @ \$10/pack = \$100	
<b>FBSMV RCCP Program</b>	RCCP Program Coordinator	<b>\$10,560.00</b>
	480 hours @ \$22.00/hour (incl. benefits)	
Resolving Conflict Creatively Program (RCCP) is a six-week evidence based Restorative Justice Program that focuses on reducing school gang violence by providing intervention proceeding school fights or threats. (Salary reflects current rate for fiscal year 2010)		
<b>Adopt A Block</b>		<b>\$3,400.00</b>
The Adopt-A-Block program promotes teamwork between local businesses, youth ages 14-24, and residents in the City of Santa Maria, to ensure neighborhoods and business areas are clean and clear of graffiti and litter. (Funds are based on current value at the time of the grant application.)		
	Work Vests \$350	
	Paint and Paint Brushes \$1,600	
	Gloves \$180	
	Trash Bags \$170	
	Graffiti Remover \$800	
	Safety Glasses \$300	
<b><u>Santa Maria Police Department</u></b>		<b>\$4,800.00</b>
<b>EES Program Monitoring</b>	25 hours @ \$48/hour	<b>\$1,200.00</b>
	Coord. w/Probation	
Enhanced Electronic Supervision (EES) This effort allows the Department to implement the use of Global Positioning System (GPS) Technology to supervise approximately 20 high-risk gang offenders. (Salary reflects current rate for fiscal year 2010)		
<b>Parent Project Facilitators</b>	Three (3) - 10 week Seminars	<b>\$3,600.00</b>
	25 hours/seminar x 3 seminars x \$48/hr	
Parent Project® is an evidence-based program providing activity-based Instruction, support groups, and coursework addressing the most destructive of adolescent behaviors. Over 100,000 families have attended Parent Project® classes nationwide. (Salary reflects current rate for fiscal year 2010)		
<b><u>Santa Barbara County Probation</u></b>		<b>\$17,000.00</b>
<b>Deputy Probation Officer Sr.</b>	263 hours @ \$48/hour	<b>\$12,620.00</b>
The Sr. Deputy Probation Officer will coordinate the GPS monitoring program and supervise high-risk offenders. (Salary reflects current rate for fiscal year 2010)		

<b>Lease of GPS Units, Activation</b>		<b>\$4,380.00</b>
And Tracking Fees	2 Units @ \$2,190/unit = \$4,380	
Enhanced Electronic Supervision (EES)		
This effort allows the Department to implement the use of Global Positioning System (GPS) Technology to supervise approximately 20 high-risk gang offenders.		
<b><u>Santa Maria Valley Youth and Family Center</u></b>		<b><u>\$10,003.00</u></b>
<b>PERSONNEL:</b>		
Santa Maria Valley Youth & Family Center proposes a program of alcohol and other drugs treatment services to youth ages 14-17, to complement and enhance the current services offered by Fighting Back Santa Maria Valley. (Salary reflects current rate for fiscal year 2010)		
<b>AOD Counselor</b>	\$20 x 286 hours (5.5 hrs/wk x 52 wks)	<b>\$5,720.00</b>
The AOD Counselor will	provide group drug and alcohol sessions to eligible youth	
<b>Administrative Support -</b>	\$15/hr x 104 hrs (2 hrs/wk x 52 wks)	<b>\$1,560.00</b>
<b>Benefits</b>	25% x \$7,280	<b><u>\$1,820.00</u></b>
	Subtotal	<b>\$9,100.00</b>
<b>OPERATING:</b>		
<b>Supplies</b>	\$14/mo. X 12 mos	<b>\$168.00</b>
<b>Telephone</b>	\$40/mo x 12 mos	<b>\$480.00</b>
<b>Drug Testing</b>	\$6/stick x 25 sticks	<b>\$150.00</b>
<b>Liability Insurance</b>	.0015 x \$40,000 annual premium	<b>\$60.00</b>
<b>Professional Fees (audit)</b>	.0015 x \$30,000 annual cost	<b><u>\$45.00</u></b>
	Subtotal	<b>\$903.00</b>
*Cell phone charges. Cell phone is used to follow agency safety protocol when in the field.		
**Items follow the agency cost allocation plans of % of project to entire agency program x total line item cost.		
Salary reflects current	rate for fiscal year 2010	
<b><u>Good Samaritan Shelter</u></b>		<b><u>\$24,880.00</u></b>
Good Samaritan Shelter (GSS) will provide drug & alcohol individual Treatment sessions to adults ages 18-24, along with randomized drug testing.		
<b>Individual Session</b>	\$66.50/ session x 120 sessions	<b>\$7,980.00</b>
<b>Drug Test</b>	\$25.00/ full drug panel x 40 drug tests	<b>\$1,000.00</b>
<b>Supervision of D&amp;A Groups</b>	10% of allocation	<b>\$900.00</b>
<b>AmeriCorp Program</b>		<b>\$10,000.00</b>
The AmeriCorp will match 50% funds to employ youth for a period of One year to enhance job training and employment opportunities. (Salary reflects current rate for fiscal year 2010)		
<b>One-Mother-To-Another</b>		<b>\$5,000.00</b>
The One-Mother-To-Another program is a self-sufficiency curriculum that focuses on transitioning single parents into financial independence through higher education. The curriculum consists of a 30-minute video, workbook		

and trainer's manual.		
<b><u>People of Greatness Community Center</u></b>	Computer lab	<b>\$5,000.00</b>
	3 days/week x 2 hours/day x 52 weeks	
<b><u>Allan Hancock College</u></b>	Cooperative Ed Program	<b>\$5,000.00</b>
	10 - \$500 Scholarships	
<b>H. OTHER</b>		<b>\$0.00</b>
<b>TOTAL COSTS</b>		<b>\$200,000.00</b>
<b><u>MATCHING FUND and IN-KIND SERVICES</u></b>		<b>\$54,576.00</b>
Gang Forums	Santa Maria Police Department in coord. with	\$768.00
	Santa Barbara County Probation	\$768.00
	2 forums /2 people/ 4 hrs. @ \$48/Hour	
	2 people @ 8 hours ea. @ \$25/hour	
S.M. Bonita School Dist.	Contribution for Parent Project	\$10,000.00
	50 weeks @ 8 hrs./wk @ \$25/hour	
Rent	People of Greatness Community Center	
	12 mos @ \$300/mo.	\$3,600.00
	Atkinson Community Center	
	12 mos @ \$300/mo.	\$3,600.00
Parent Project Facilitating	City of Santa Maria Police Department	
	230 hrs @ \$48/hr.	\$11,040.00
AmeriCorp	Service Matching	\$10,000.00
Media - Advertising	KCOY Television	
	120 Public Service Announcements @ \$50 ea.	\$6,000.00
	KUHL Radio	
	120 Public Service Announcements @ \$25 ea.	\$3,000.00
	KSMA Radio	
	120 Public Service Announcements @ \$25 ea.	\$3,000.00
	La Buena Radio	
	120 Public Service Announcements @ \$20 ea.	<u>\$2,400.00</u>
	<b>TOTAL MATCHING FUNDS</b>	<b>\$54,176.00</b>
	(\$150,000 = \$200,000 X 25% = \$50,000 match)	
	75%	

## 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 on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

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

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

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

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

**---- INTENTIONALLY OMITTED ----**

**REMOVED  
March 1, 2004**

**THIS AGREEMENT DOES NOT INCLUDE EXHIBIT D**

## Exhibit E

### HIPAA Business Associate Agreement

#### 1. Use and Disclosure of Protected Health Information

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

#### 2. Requirement to Train Own Employees

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

#### 3. Further Disclosure of PHI

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

#### 4. Safeguarding PHI

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

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

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

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

#### 5. Unauthorized Use or Disclosure of PHI

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

#### 6. Agents and Subcontractors of the Business Associate

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

#### 7. Access to PHI

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

#### 8. Amendments to Designated Record Sets

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

#### 9. Documentation of Uses and Disclosures

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

#### 10. Accounting of Disclosures

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

#### 11. Records Available to Covered Entity and Secretary

The Contractor shall make available records related to the use, disclosure, security and privacy protection of PHI received from the County, or created or received by the Contractor on behalf of the County, to the

County or to the Secretary of the United State Department of Health and Human Services for purposes of investigating or auditing the County's compliance with the HIPAA privacy and security regulations, in the time and manner designated by the County or the Secretary.

#### 12. Destruction of PHI

a. Upon termination of the underlying Agreement for any reason, the Contractor shall:

- (1) Return all PHI received from the County, or created or received by the Contractor on behalf of the County required to be retained by the Privacy Rule; or
- (2) Return or destroy all other PHI received from the County, or created or received by the Contractor on behalf of the County.

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

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

#### 13. Amendments

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

#### 14. Mitigation of Disallowed Uses and Disclosures

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

#### 15. Termination of Agreement

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

#### 16. Definitions

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

#### 17. Interpretation

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

## **EXHIBIT F**

### **CONFIDENTIALITY AGREEMENT**

#### **CONTRACTOR ACKNOWLEDGEMENT:**

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

#### **CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

## ATTACHMENT G

### General Provisions and Standards of Conduct

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

1. Compliance –

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

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

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

## **ATTACHMENT G**

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

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

## ATTACHMENT G

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

Failure to comply with all requirements of the certifications in Section 2 may result in suspension of payment under the subgrant/contract or termination of the subgrant/contract, or both, and the contractor or grantee may be ineligible for award of future state subgrants/contracts if the department determines that any of the following has occurred: (1) false information on the

## **ATTACHMENT G**

certifications, or (2) violation of the terms of the certifications by failing to carry out the requirements as noted above.

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

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

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

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

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

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

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

Contract Summary Form: Contract Number : \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_

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

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

D3. Requisition Number :

D4. Department Name : Social Services

D5. Contact Person : Linda Rodriguez

D6. Phone : (805) 346-7294

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

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

K3. Original Contract Amount : \$200,000

K4. Contract Begin Date : 6/1/10

K5. Original Contract End Date : 5/31/11

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

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

K7. Department Project Number : 044

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

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

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

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

B5. If Board waived bids, show Agenda Date :

B6. ... and Agenda Item Number : #

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

F1. Encumbrance Transaction Code : 1701

F2. Current Year Encumbrance Amount : \$200,000

F3. Fund Number : 0055

F4. Department Number : 044

F5. Division Number (*if applicable*) :

F6. Account Number : 7510/6347/5365

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

F8. Payment Terms : Net 30

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

V2. Payee/Contractor Name : Fighting Back Santa Maria Valley

V3. Mailing Address: 2560 Skyway Dr.

V4. City State (*two-letter*) Zip (*include +4 if known*) : Santa Maria, CA 93455

V5. Telephone Number : (805) 346-1715

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

V7. Contact Person : Teresa Menchaca

V8. Workers Comp Insurance Expiration Date : 1/26/11

V9. Liability Insurance Expiration Date[s] (*G=enl; P=rofl*) : 11/01/10

V10. Professional License Number : #

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

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 : \_\_\_\_\_