

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and **Community Action Commission** having its principal place of business at **5638 Hollister Ave., Suite 230, Goleta, CA 93117** (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** **Melissa Hoesterey** at phone number **(805) 346-7248** is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. **Carolyn Contreras** at phone number **(805) 964-8857** is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

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

To COUNTY: **Melissa Hoesterey, Child Welfare Services Division Manager, 2125 S. Centerpointe Parkway, Santa Maria, CA 93455**

To CONTRACTOR: **Carolyn Contreras, Director of Family & Youth Services, Community Action Commission, 5638 Hollister Ave., Suite 230, Goleta, CA 93117**

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on **July 1, 2009** and end performance upon completion, but no later than **6/30/10** unless otherwise directed by COUNTY or unless earlier terminated. The COUNTY, at the end of contract term, has the option to negotiate a renewal, without re-bidding, for a period not to exceed one (1) year.

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.

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.** In the event that funds are not appropriated, budgeted, or otherwise made available in the consecutive years of this Agreement, then COUNTY shall immediately notify CONTRACTOR of such occurrence and the Agreement may be terminated by COUNTY. Subsequent to the termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

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

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

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

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

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

CONTRACTOR

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

By: \_\_\_\_\_  
SocSec or TaxID Number: On file

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:  
RISK MANAGEMENT

By: \_\_\_\_\_  
Risk Management

## EXHIBIT A

### STATEMENT OF WORK

Community Action Commission of Santa Barbara will provide services pursuant to the County of Santa Barbara Department of Social Services Independent Living Program (ILP) Request for Proposal (RFP) and Contractor response to the RFP dated February 10, 2009. The applicable components of the proposal and response have been incorporated into this Exhibit A. In the event of conflict between the provisions contained in the proposal and response information and the provisions contained in this Exhibit A, the provisions of this Exhibit A shall prevail.

#### I. PURPOSE/TERM:

The purpose of this Agreement is for Contractor to provide an Independent Living Program (ILP) to eligible youth 16 years of age up to the day prior to their 21<sup>st</sup> birthday in the Lompoc, Santa Maria and Santa Barbara area for the 2009-2010 program year at a cost of \$185,000.

#### II. BACKGROUND:

Through a competitive bidding process, the Department of Social Services selected Community Action Commission (CAC) to provide a creative service delivery approach and the availability of additional resources for this important youth program which serves both Child Welfare Services and Probation youth. Program oversight will continue to be provided by the Santa Barbara County Department of Social Services ILP Coordinator.

The goal of ILP is to enable youth to achieve self-sufficiency prior to leaving the foster care support system and through the continuum of emancipation. This program encompasses learning activities in the following Independent Living Skill areas: Education, Employment, Daily Living Skills, Survival Skills, Interpersonal/Social Skills and Computer/Internet Skills.

#### III. PROGRAM SUMMARY:

A. Program activities will include the required learning activities to accomplish competency for all eligible youth in the seven Independent Living Skill areas. Activities will be provided by Contractor or referral and will be documented in each client file.

B. Program Services:

The seven Independent Living Skill areas will be provided as follows:

- **Education**

Youth in ILP will be on track to either, graduate, obtain a GED, pass the high school proficiency exam, or receive vocational training, according to the individualized educational goals, objectives and outcomes as listed on each eligible youth's Transitional Independent Living Plan (TILP) developed by the County Social Worker or Probation Officer. Upon completion, youth will be able to identify immediate and long-term educational goal(s); understand how to get started towards achieving educational objectives; understand the importance of education; and identify and make use of educational opportunities outside the traditional realm.

- **Employment**

ILP participants will have a job, be in a work-training program, or be enrolled in secondary education, according to the individualized employment goals, objectives and outcomes listed on each eligible youth's TILP as developed by the County Social Worker or Probation Officer, in conjunction with Foster Youth Services. Upon completion, participants will be able to identify several career or job objectives; set long-term career goals; identify several employment or job resources; conduct a job search using identified employment resources; apply for employment; appropriately interview for a job; understand basic new hire information; and maintain employment.

- **Daily Living Skills**

Participants will complete a chart showing their current support systems and any support systems that may be used in the foreseeable future. ILP youth will be able to locate, identify, and access community resources as well as ILP resources as appropriate for their individual needs; utilize public transportation; obtain important documents like birth certificate, social security card, and California identification card or driver's license (driver's license will be available to the youth only after they are 18 years old); open a checking, and/or savings account, establish credit and manage a budget; locate safe and affordable housing; obtain medical and dental coverage; distinguish between a healthy and an unhealthy diet; and identify and explain the basics of a legal contract, laws and their consequences, and seek legal assistance when needed.

- **Survival Skills**

Participants will demonstrate an understanding of the Survival Skills competencies and will be able to identify their own values, likes and dislikes; will ask for assistance from others and offer assistance; and will be able to keep safe in everyday situations.

- **Interpersonal/Social Skills**

Upon completion, program youth will be able to identify their own communication strengths and weaknesses; will be able to identify both pros and cons of peer pressure; identify the things that make them angry; set boundaries and develop appropriate relationships with others; interact appropriately in public and social settings; recognize the benefits and pitfalls of reunification based on personal life goals, career goals and values; and will be able to solve problems and make good decisions.

- **Computer/Internet Skills**

Upon completion, program youth will be able to perform basic, intermediate and advanced computer operations, including how to use software programs.

- **Aftercare/Transition Programs**



Older youth (18 to 21 and/or out of school) will be referred to the CAC Aftercare program, to assist youth in successfully obtaining employment, accessing post-secondary education, obtaining a high school diploma/GED, and assistance in other transition / life skills related issues which may include finding housing.

- **Transportation**

CAC staff will transport youth, whenever possible, in order to ensure participation. CAC will also provide bus tokens for clients to ensure that they access services or attend work.

- **Job Training**

CAC will make available resources to all emancipated youth enrolled through its' Workforce Investment Act partners.

#### **IV. SCOPE OF SERVICES:**

##### **Department of Social Services ILP representative will:**

- Provide referrals of all Independent Living Program (ILP) eligible youth
- Assure that Transitional Independent Living Plans (TILP) for all Child Welfare eligible youth are entered into the County's CWS/ CMS computer system.
- Forward TILPs for all youth to the Contractor.
- Complete State annual report (SOC 405A.) with statistical information provided by the contractor
- Complete State quarterly report (SOC 405E)
- Provide ILP regulatory information to the contractor.
- Jointly with the contractor develop an evaluation tool for the assessment of the ILP skills area.

##### **Contractor will:**

1. Implement a culturally competent Independent Living Program (ILP) that meets required State and Federal Regulations, and the Performance Measures as stated in the contract, under the direction of the County ILP Liaison and Santa Barbara County Department of Social Services .
2. Develop an individual file on each eligible youth that is available for review by County staff. The file will include a copy of the TILP, a chronological list of all contacts with a summary of topics discussed or services provided, a copy of all evaluations sent to the Social Worker or the Probation Officer, a list of all workshops and activities the youth has attended.
3. Coordinate periodic activities and workshops for eligible youth. Responsibilities include:
  - Inform all eligible youth, caregivers, all FFA's, and Group Homes about the times and locations of upcoming workshops.
  - Secure an appropriate location for the workshops; provide materials and snacks as appropriate.
  - Provide training in the Daily Living Skill Areas.
  - Coordinate transportation of eligible youth.
  - Keep records of attendance by eligible youth.
4. Purchase all needed ILP supplies.
5. Provide all required information for the State mandated annual report to the County liaison
6. Coordinate appropriate services with all approved Transitional Housing Program providers.

7. Maintain and submit quarterly statistics of eligible youth participation for all required services to Santa Barbara County ILP Liaison.
8. Provide support to eligible youth (18 up to 21 years old) in the Aftercare Program to obtain services leading to self sufficiency (see Exhibit E). Responsibilities will include all major components of the ILP for 16-18 year olds, including initial assessment, case management, and invitations to workshops, incentives and transportation.
9. Provide emotional, practical and social support to eligible youth to learn the daily living competencies, to complete High School or the GED, to attend vocational schools or higher education, to find and maintain employment, to maintain stable placement, and in Aftercare to find and maintain housing.
10. Conduct individual Emancipation Conferences for ILP for each ILP eligible youth to assist in preparing youth for transitioning to Emancipation.
11. Provide monthly statistics on the number of Emancipation conferences and outcomes
12. Provide the Child Welfare Service caseworker or Probation Officer assigned to the child's case a written progress and participation report on a quarterly basis.

**Joint Activities:**

1. Develop an evaluation tool for the assessment of ILP skills area with the Department of Social Services ILP representative.
2. Complete State annual report (SOC 405A.) with statistical information provided by the CONTRACTOR. DSS will submit final report to the State.

**V. PERFORMANCE MEASURES:**

- A. Santa Barbara County Department of Social Services and The Probation Department are held accountable by the State to comply with California Manual of Policy and Procedures Division 30 and 31 ILP regulations. CONTRACTOR will also have to comply with these regulations and meet the State requirements listed in these regulations. The Division 30 and 31 ILP regulations are accessible through the following website: <http://www.dss.cahwnet.gov/ord/CDSSManual>

CONTRACTOR is also required to provide learning activities to accomplish competency for all eligible youth Daily Living Skill Areas. The general goals that should be followed for Independent Living and for each Skill Area are as follows:

**General Goals**

1. Eligible youth in ILP will have a Transitional Independent Living Plan (TILP) as developed by the County Social Worker or Probation Officer.
  - The TILP will reflect the ILP assessment of the eligible youth conducted by the youth's social worker or probation officer
  - The TILP will reflect the goals of the eligible youth.
  - The TILP will reflect the needs of the eligible youth.
2. Workshops or other learning activities will provide instruction for the competencies in the seven Skill Areas.
  - The Contractor will set up a variety of workshops and learning activities that engage eligible youth in learning the competencies of the seven skill areas, encourage youth to stay in school, and encourage youth to work and become self sufficient.
  - The Contractor will provide a calendar of all workshop and learning activity events for all eligible youth.

- The workshops and learning activities will provide interactive instruction that can be evaluated to demonstrate that eligible youth are understanding and accomplishing the competencies of the seven skill areas.
3. Eligible youth will be able to attend workshops or learning activities and demonstrate an understanding of the competencies covered in the workshop or learning activity.
    - The Contractor will coordinate transportation so that eligible youth can attend workshops and learning activities.
    - The Contractor will evaluate the understanding the eligible youth have of the competencies that were covered by the workshop or learning activity.

### **OUTCOME EXPECTATIONS FOR GENERAL GOALS:**

1. 100% of total eligible youth in the ILP program will have a Transitional Independent Living Plan as developed by the County Social Worker or Probation Officer.
2. There will be workshops or learning activities offered that cover all competencies of the seven Skill Areas.
3. Workshops or learning activities will be offered in locations and times so that all eligible youths have access to them
4. Pre and post tests or surveys will show that 90% of the eligible youth attending workshops or learning activities demonstrate an understanding of 90% of the competencies covered by the training.

### **Goals and objectives/competencies for skills areas:**

1. **Education.** Eligible youth in ILP will be on track to either graduate, get the GED, or receive vocational training. Individualized educational goals, objectives and outcomes will be listed on each eligible youth's TILP **as developed by the County Social Worker or Probation Officer.** Eligible youth will demonstrate an understanding of the Education competencies:
  - Eligible youth will be able to identify immediate educational goal(s).
  - Eligible youth will be able to identify long term educational goals.
  - Eligible youth will understand how to get started toward achieving educational objectives.
  - Eligible youth will be able to understand the importance of education.
  - Eligible youth will be able to identify and take advantage of educational opportunities outside the traditional realm.
2. **Employment.** Eligible youth in ILP will have a job, be in a work training program, or be enrolled in secondary education. Individualized employment goals, objectives and outcomes will be listed on each eligible youth's TILP as developed by the County Social Worker or Probation Officer. Eligible youth will demonstrate an understanding of the Employment competencies:
  - Eligible youth will be able to identify several employment or job resources.
  - Eligible youth will be able to conduct a job search using identified employment resources.
  - Eligible youth will be able to apply for employment.
  - Eligible youth will be able to appropriately interview for a job.
  - Eligible youth will understand basic new hire information.
  - Eligible youth will be able to maintain employment.
  - Eligible youth will be able to set long-term career goals.
  - Eligible youth will be able to identify several career or job objectives.
3. **Daily Living Skills.** Eligible youth will complete an Eco-map showing their current support systems and any support systems that may be used in the foreseeable future. Eligible youth will demonstrate an understanding of the Daily Living Skills competencies.

- Eligible youth will be able to locate, identify, and access community resources as appropriate for their individual needs, i.e. parenting classes, Employment Development Department, Health Department clinic, etc.
- Eligible youth will be able to identify, locate and access their own county's ILP resources.
- Eligible youth will be able to utilize public transportation.
- Eligible youth will be able to obtain important documents like birth certificate, social security card, and CA identification card or driver's license.
- Eligible youth will be able to open a checking, and/or savings account, and establish credit.
- Eligible youth will be able to locate safe and affordable housing.
- Eligible youth will be able to maintain and manage living situation.
- Eligible youth will be able to develop and manage a budget.
- Eligible youth will be able to distinguish between a healthy and an unhealthy diet.
- Eligible youth will be able to obtain medical and dental coverage.
- Eligible youth will be able to identify and explain the basics of legal contract, laws and their consequences, and seek legal assistance when needed.

**4. Survival Skills.** Eligible youth will demonstrate an understanding of the Survival Skills competencies:

- Eligible youth will be able to identify their own values, likes and dislikes.
- Eligible youth will be able to ask for assistance from others and offer assistance.
- Eligible youth will be able to keep safe in everyday situations.

**5. Choices and Consequences.** Eligible youth will demonstrate an understanding of the Choices and Consequences competencies:

- Eligible youth will be able to identify frequently used illegal drugs and their harmful effects.
- Eligible youth will be able to identify frequently used legal drugs like alcohol and tobacco and their harmful effects.
- Eligible youth will be able to identify at least three behaviors associated with drug addiction.
- Eligible youth will be able to identify the appropriate resources for obtaining assistance with a drug problem.
- Eligible youth will be able to identify why suicide should be an important topic to teens.
- Eligible youth will be able to identify several forms of birth control.
- Eligible youth will be able to identify several types of STD's, including AIDS.
- Eligible youth will be able to identify several means of protection from acquiring an STD or AIDS.
- Eligible youth will be able to identify several community resources to obtain help for STD's and/or AIDS.
- Eligible youth will be able to identify some of the warning signs associated with eating disorders.
- Eligible youth will be able to enter situations without blaming others for their actions.

**6. Interpersonal/Social Skills.** Eligible youth will demonstrate an understanding of the Interpersonal/Social Skills competencies:

- Eligible youth will be able to identify their own communication strengths and weaknesses.
- Eligible youth will be able to identify both pros and cons of peer pressure.
- Eligible youth will be able to identify those things which make them angry.
- Eligible youth will be able to set boundaries and develop appropriate relationships with others.
- Eligible youth will be able to interact appropriately in public and social settings.
- Eligible youth will be able to recognize the benefits and pitfalls of reunification based on personal life goals, career goals and values.
- Eligible youth will be able to solve problems and make good decisions.

**7. Computer/Internet Skills.** Eligible youth will demonstrate an understanding of the Computer/Internet Skills competencies:

- Able to perform basic computer operations.
- Able to perform intermediate computer operations.
- Able to perform advanced computer operations.

**OUTCOME EXPECTATIONS FOR SEVEN SKILL AREAS:**

1. Education: 100% of eligible youth in ILP will have an individualized and identified secondary education completion program.
2. Employment: 100% of all eligible youth in ILP will be referred for an employment and/ or work training assessment.
3. Daily Living Skills: 100 % of all eligible youth in ILP will have a documented assessment of their daily living skills with identified activities for attaining competency in this area.
4. Survival Skills: 100% of all eligible ILP youths will have a documented assessment of their survival skills with identified activities for attaining competency in this area.
5. Choices and Consequences: 100% of all eligible ILP youths will be have information, verbal and/or written provided to them in the areas of substance abuse, pregnancy prevention, and sexually transmitted diseases
6. Interpersonal/Social Skills. 100% of all eligible ILP youths will have a documented assessment of their interpersonal/social skills with identified activities for attaining competency in this area.
7. Computer/Internet Skills: 100% of all ILP eligible youths will be tested for their computer/internet skills with an expectations that they possess basic skill levels with identified activities for attaining competency in this area.

**ILP Aftercare Program**

The Santa Barbara County ILP includes an Aftercare Program designed to specifically meet the unique needs of and emancipating and former foster youth, ages 18 up to 21. The goal of the program is to provide case management and referral to resources as needed to assist this population to become self-sufficient. Services include housing assistance, transportation assistance, academic advocacy, employment referrals and training, budgeting/money management, and mentorship.

**Program Outreach**

Participants will be identified through referrals from placement workers, self-referrals, and participation in ILP. Clients will be encouraged upon emancipation to contact the ILP Contractor to sign up for Aftercare Program services.

**Admission Criteria**

Access to the Aftercare Program services will be open only to former or currently emancipating foster youth. Using a comprehensive assessment tool, an assessment will be made of the client's immediate needs, risk factors, strengths, and goals.

**Target Population**

Current and emancipating foster youth, ages 18-21, who are preparing to become self sufficient.

**Program Outcomes**

The following outcomes will be measured for the Aftercare population:

1. Decrease in the occurrence of homelessness among former foster youth.
2. Increased awareness of local community resources.

3. Increased employability of former foster youth.
4. Continued relationship between former foster youth and ILP Contractor and mentors.
5. Improved overall function of daily living skills.
6. Increased knowledge of how to seek adequate medical services and treatment.

## **VI. PROGRAM REPORTS**

The CONTRACTOR is responsible for completing and submitting certain Program Reports.

CONTRACTOR will complete and submit:

- A Summary of Services Quarterly Report completed on each child served by the ILP support person. Report will include information such as:
  1. Progress on employment preparation/search.
  2. Educational update including information from Foster Youth Services.
  3. Referrals made to outside services/resources.
  4. Identification of child's mentors.
  5. Assessment of living skill areas
  6. Educational plan recommendations for child.
  7. Accomplishments/Concerns related to the child.
- A monthly report to ILP Coordinator showing number of children served by age in each region.
- An annual report and collaboration with the ILP coordinator to complete the State Annual Report (Soc 405A).
- An Emancipation Conference summary to assigned CWS caseworker or Probation Officer following each emancipation conference.

## **VII. PROGRAM 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, including cost allocation methodologies. CONTRACTOR will be responsible for reimbursement to County for all disallowed costs.

## **VIII. CONDITIONS FOR RENEWAL**

The COUNTY, prior to the end of the original contract term, has the option to negotiate a renewal, without re-bidding, for a period not to exceed one year. The terms of the renewal will be subject to renegotiation based on performance measures and satisfaction with services provided.

## **IX. 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 ILP criteria for foster youth services and within the approved budget.
- B. Modification of Performance Measures – COUNTY and CONTRACTOR will evaluate the effectiveness of the performance measures established in Section V, within 90 days of the effective date of this agreement. If necessary to obtain meaningful data about services delivery, the performance measures will be amended by mutual agreement between the Designated Representatives of this agreement.
- C. Budget Variances – CONTRACTOR shall obtain the expressed written consent from the COUNTY for any variation of 10% or more other than to program expenses, such as incentives, etc. 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 B

### PAYMENT ARRANGEMENTS Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 185,000.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in Attachment B1 (Schedule of Fees). Invoices submitted for payment that are based upon Attachment B1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE 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 shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. CONTRACTOR shall inform COUNTY when seventy-five per cent (75%) of the Maximum Contract Amount has been incurred based upon CONTRACTOR's own billing records. CONTRACTOR shall send such notice to those persons and addresses which are set forth in the Agreement, Section 2 (NOTICES).
- F. Retirement/Fringe Benefits and Indirect Costs: The budget amounts for fringe benefits and indirect costs are estimates only based on the CONTRACTOR's 2008 Federally Negotiated Provisional Rate with the Department of Health & Human Services. The CONTRACTOR will invoice the County by applying their Federally Negotiated Provisional Rate to the monthly direct costs. It is understood that the Provisional Rate is an estimate of the year's actual costs, to be finalized after the CONTRACTOR's fiscal year end. When the CONTRACTOR receives their final annual rate, the CONTRACTOR will retroactively recalculate the previous invoiced and paid amounts using the final rates. The CONTRACTOR will reimburse the COUNTY for any overbillings due to rate changes; The COUNTY will reimburse the CONTRACTOR for any underbillings due to rate changes, only if there is adequate, unexpended funds remaining in the contract.



**EXHIBIT B-1**

LINE ITEM BUDGET

Name of Applicant Agency: Community Action Commission of Santa Barbara

Please provide a line item budget for the term of the contract (7/1/09-6/30/10). Please do not forget to include any proposed cost of living or performance appraisal merit increases in your proposed budget.

**Term Beginning** 7/1/09 **Term Ending** 6/30/10

**A. SALARIES AND EMPLOYEE BENEFITS**

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

Position(s)	Full-Time Equivalent (FTE) <sup>1</sup>	Budget for Contract Term
<b>Direct Service Positions</b>		
Program Coordinator	15%	\$7,534
Educators (3)	100%	\$103,813
		\$
<b>Administrative Positions</b>		
Family Youth Services Director	5%	\$4,028
		\$
		\$
		\$
<b>Sub-Total Salaries:</b>		<b>\$115,375</b>

<sup>1</sup> FTE = Amount of time employee works on this program. State as a percentage based upon a 40 hour work week.

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

Type of Employee Benefit	Budget for Contract Term
<b>Direct Service Staff</b>	
Payroll Taxes, Workers Compensation	\$17,030
Health, Dental, Life, Eye Insurance	\$15,300
Retirement & Other	\$3,858
<b>Administrative Staff</b>	
Payroll Taxes, Workers Compensation	\$616
Health, Dental, Life, Eye Insurance	\$553
Retirement & Other	\$140
<b>Sub-Total Employee Benefits</b>	
<b>Percentage Benefits</b>	
<b>TOTAL SALARIES AND EMPLOYEE BENEFITS</b>	
	\$37,497
	32.5 %
	\$152,872

**B. SERVICES AND SUPPLIES**

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

Name of Consultant(s)/Contract Services	Budget for Contract Term
Independent Audit	\$300
	\$
	\$
	\$
	\$

	\$
	\$
	\$
Sub-Total Services	\$300

2) Supplies

Item	Budget for Contract Term
Office Expense*	\$700
Program Expense*	\$1,000
Telephone*	\$2,800
Mileage*	\$9,200
Other*	\$150
Sub-Total Supplies	\$13,850
<b>TOTAL SERVICES AND SUPPLIES</b>	<b>\$14,150</b>

C. OPERATING EXPENSES

Item*	Budget for Contract Term
Facility Lease/Rental	\$2,095
Equipment Lease/Rental*	\$150
Furnishings*	\$
Maintenance	\$100
Utilities	\$90
Insurance (Refer to General Contract Provisions for Insurance Requirements)	\$340
Other*	\$
Recruitment Cost	\$300
Training Cost	\$
Registration	\$350
Travel	\$250
Hotel	\$360
Per Diem	\$240
	\$
Indirect Cost @ 8%	\$13,703
	\$
	\$
	\$
	\$
	\$
	\$
Total Operating Expenses	\$17,978
GRAND TOTAL LINE ITEM BUDGET	\$185,000
Minus Revenue	0
<b>TOTAL BEING REQUESTED</b>	<b>\$185,000</b>

D. REVENUE

List all of your organization's current and projected sources and amounts of revenue.

<i>Revenue Source</i>	<b>Revenue Expiration Date</b>	<b>Budget for Contract Term</b>
Federal Agencies	Varies	\$10,782,504
State Agencies		\$5,748,195
Local Government Units		\$4,293,877
Public		\$565,000
Donations		\$246,008
Miscellaneous		\$496,320
In-Kind Donations		\$1,299,577
		\$
		\$
Total Revenue		\$23,431,481

**ALLOCATE COSTS AMONG ALL CURRENT PROGRAMS, USING A COST RATIO**

**CAC's federally approved indirect cost rate is at 8.0% for all agency programs. A copy of the rate agreement is available upon request.**

Indirect cost expenditures are recorded in the Cost Pool and identified by Expenditure type. Indirect cost rate is determined monthly by relating year to date indirect cost expenses to the year-to-date total base for allocation to the programs.

Pooled indirect costs are captured by line item and a base of total direct expenses excluding equipment purchases, building renovations and central kitchen meals is identified for their allocation. Allocations are made to programs using the ratio of year-to date indirect costs to total base.

As projects are completed during the fiscal year, indirect costs will cease when all charges terminate in the project. Nominal changes will occur monthly for the remainder of the organization's fiscal period because indirect cost remains in the base until year-end. Proper accruals, especially in months that projects terminate, will minimize reimbursement short falls.

At the end of the fiscal year, a final allocation of indirect cost will be made to projects. At that time, the indirect cost pool will be closed since costs have been allocated to projects.

**REQUIRED BUDGET NARRATIVE**

Name of Applicant Agency: \_Community Action Commission of Santa Barbara

Describe/explain each budgeted line item from Attachment F.

Personnel: (Give job descriptions for all positions in your budget, even if previously done. Use extra sheets if necessary.)

<i>TITLE</i>	<b>FTE</b>	<i>HOURLY RATE</i>
Family Youth Services Director	5%	\$38.74
Duties: Responsible for planning, directing, organizing and managing program. Director monitors program operations, activities, services and staff consistent with federal and state regulations and CAC's policies and procedures.		
Minimum Qualifications BA in Social Services Field or related field with at least 5 years working with low-income, at-risk youth and families. Bi-lingual and bi-cultural.		

<i>TITLE</i>	<b>FTE</b>	<i>HOURLY RATE</i>
<b>Program Coordinator</b>	<b>15%</b>	<b>\$24.14</b>
Duties: This position will coordinate the project for the Community Action Commission. Responsibilities include the overall planning, supervision, development, training, report writing, fiscal and general coordination of the project. In addition, the project coordinator will be responsible for the state evaluation component of the program as well as assisting in developing local evaluation. This position is also a direct service position.		
Minimum Qualifications BS in Social Services or related field with a minimum of three years in working with high-risk youth; must be bilingual and bicultural or equivalent experience.		

<i>TITLE</i>	<b>FTE</b>	<i>HOURLY RATE</i>
<b>Case Managers/Educators</b>	<b>3 FTE</b>	<b>\$16.64</b>
Duties: These positions are responsible for implementing the program goals and objectives as outlined in the scope of work and will also be required to ensure that pre- and post-evaluation test are administered.		
Minimum Qualifications: AA degree or at least three years in working with high-risk youth; practical life experiences will also be considered for this position (for example: previous life experience in foster care or placement) or equivalent experience.		

**Office Expense: \$700**

- 1) Office Supplies: pens, paper, folders, etc.
- 2) Postage: Includes expenses for postage cost for general correspondence, event promotions and evaluation activities.
- 3) Duplication: includes expenses for internal, routine duplicating costs for correspondence, copying some program promotional materials, materials associated with evaluation activities, etc.

**Program Expense: \$1,000**

(Include details on Incentives, Graduation Packages, Savings Accounts, Retreat, and Job City USA)

*(Co of SB Std Terms Ver 06-12-07)*

**Incentives**-for participants may include ancillary supplies for school, education materials, food, gift certificates, bus tokens, phone cards, and other related materials.

**Program Activities**-The costs include incentives, retreat expenses, and Job City USA.

**Graduation Packages**-\$ 50 gift certificates for graduates

**Telephone: \$2,800**

Telephone costs for three staff average approximately \$900 per year for each staff person and \$100 for a part of the Program Manager cost. Telephone numbers will be made available to clients and will help staff be available to clients in times of need and potential crisis

**Mileage: \$9,200**

Travel in county for staff (3 FTE) for service delivery and Program Manager. Expenses include travel to schools, office and site locations outlined in this proposal and in accordance with current Federal and State rates.

The reimbursement rate of \$.505 per mile at approximately 18,218 miles:  $.505 \times 18,218 = 9,200$

**Supplies-Other:**

**Equipment-Lease/Rental: \$2,245**

Facility Lease/Rental @ \$175 per month for 3 locations for 12 months

Equipment Lease/Rental @ \$12.50 per month for copiers & faxes for 2 months

Facility Total = \$2095

Equipment Total= \$150

**Furnishings:**

**Operating Expenses-Other: \$15,203**

Recruitment Cost for advertising and hiring. \$300

Training Cost includes registration fee and expense related to conference which includes travel, hotel, and per diem. \$975

Indirect Cost: \$13,703. The Indirect Cost rate at 8% includes administrative expenses(fiscal, human resources, IT services, and other administrative services)

## EXHIBIT C

### STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

#### INDEMNIFICATION

##### **Indemnification pertaining to other than Professional Services:**

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

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

##### **Indemnification pertaining to Professional Services:**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

**REMOVED  
March 1, 2004**

**THIS AGREEMENT DOES NOT INCLUDE EXHIBIT D**

## Exhibit E

### HIPAA Business Associate Agreement

#### 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" ("E PHI")<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 E PHI. Members of the Contractor's workforce who use, disclose, handle, view, process, distribute, access, audit, create, receive or have any exposure to PHI or E PHI 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 E PHI that Contractor creates, receives, maintains or transmits on behalf of County. The actions taken by the Contractor to safeguard E PHI shall include, but may not be limited to:

- a. Encrypting E PHI 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.

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

- D1. Fiscal Year : FY 09/10
- 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 : Independent Living Program
  - K3. Original Contract Amount : \$185,000
  - K4. Contract Begin Date : 7/1/09
  - K5. Original Contract End Date : 6/30/10

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 : N/A
  - B6. ... and Agenda Item Number : #
  - B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶/¶) :

- 
- F1. Encumbrance Transaction Code : 1701
  - F2. Current Year Encumbrance Amount : \$0
  - F3. Fund Number : 0055
  - F4. Department Number : 044
  - F5. Division Number (if applicable) : 09
  - F6. Account Number : 7510
  - F7. Cost Center number (if applicable) : 08
  - F8. Payment Terms : Net 30

- 
- V1. Vendor Numbers (A=uditor; P=urchasing) :
  - V2. Payee/Contractor Name : Community Action Commission
  - V3. Mailing Address: 5638 Hollister Ave., Suite 230
  - V4. City State (two-letter) Zip (include +4 if known) : Goleta, CA 93117
  - V5. Telephone Number : (805) 964-8857
  - V6. Contractor's Federal Tax ID Number (EIN or SSN) : 95-2491790
  - V7. Contact Person : Carolyn Contreras
  - V8. Workers Comp Insurance Expiration Date : 9/1/09
  - V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) : 5/24/09
  - V10. Professional License Number : #
  - V11. Verified by (name of County staff) :
  - 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: \_\_\_\_\_