

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and Family Care Network, Inc (FCNI) having its principal place of business at 3765 S. Higuera St. Suite 100, San Luis Obispo, CA 93401 (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, Division Chief for Social Services Operations at phone number (805) 346-7248 is the representative of County and will administer this Agreement for and on behalf of County. Vince Giordano, Regional Director at phone number (805) 349-9600 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, Division Chief for Social Services Operations,  
Department of Social Services, 2125 S. Centerpointe Parkway, Santa  
Maria, CA 93455

To Contractor : Vince Giordano, Regional Director, Family Care Network, Inc., 1660 S.  
Broadway, Suite 101, Santa Maria, CA 93454

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

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

4. **TERM.** Contractor shall commence performance on July 1, 2011 and end performance upon completion, but no later than June 30, 2012 unless otherwise directed by County or unless earlier terminated. The County at the end of the first contract term has the option to renegotiate two (2) additional one (1) year renewals, without re-bidding. A renewal determination will be contingent upon Contractor's satisfactory achievement of agreed upon performance measures and availability of funding.

5. **COMPENSATION OF CONTRACTOR.** Contractor shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by County and which is delivered to the address given in Section 2 **NOTICES** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** Contractor shall perform all of its services under this Agreement as an independent contractor and not as an employee of County. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement.

Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which Contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

8. **TAXES.** County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor.

10. **RESPONSIBILITIES OF COUNTY.** County shall provide all information reasonably necessary by Contractor in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any materials under this section except after prior written approval of County.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of County. County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice.

In accordance with Federal Government Accounting Standards, Contractor will only seek reimbursement from County for expenses that are allowable under the provisions of the specific Federal cost principles appropriate to their entity: OMB A-21 (Educational Institutions), OMB A-87 (State, Local, or Indian Tribe Governments), OMB A-122 (Non-Profit Organizations), 45 CFR part 74 Appendix E (Hospitals), and Federal Acquisition Regulation (FAR) at 48 CFR part 31 (commercial organizations and non-profit organizations listed in Attachment C to Circular A-122).

Additionally, Contractor is required to comply with all requirements and responsibilities in Circular A-133 *Audits of State, Local Governments, and Non-Profit Organizations* from the Office of Management & Budget (OMB A-133), as applicable to their specific entity and expenditures of federal funds. Such requirements and responsibilities that may apply to the Contractor include Single Audits, program-specific audits, and/or pass-through entity responsibilities including

identifying and monitoring sub recipients and vendors, as defined within OMB A-133. Contractor will substantiate to County annual compliance with those portions of OMB A-133 which apply to the Contractor.

13. **INDEMNIFICATION AND INSURANCE.** Contractor shall agree to defend, indemnify and save harmless the County and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance.

15. **NONEXCLUSIVE AGREEMENT.** Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

16. **ASSIGNMENT.** Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of County and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. **By County.** County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience or because of the failure of Contractor to fulfill the obligations herein. Upon receipt of notice, Contractor shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to County all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process.

1. For Convenience. County may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, Contractor shall promptly cease work and notify County as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

2. For Cause. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by Contractor.

B. **By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B, Contractor may, at Contractor's option terminate this agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

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

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **NO WAIVER OF DEFAULT.** No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** Contractor shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County be a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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

In the event that funds have been appropriated or budgeted, Contractor understands that monies paid to Contractor by County are derived from federal, state, or local sources, including local taxes, and are subject to curtailment, reduction, or cancellation by government agencies or sources beyond the control of County. County shall have the right to terminate this agreement in the event that such curtailment, reduction, or cancellation occurs.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Family Care Network, Inc.**

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

ATTEST:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA

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

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

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

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

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

By: \_\_\_\_\_  
Deputy County Counsel

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

APPROVED AS TO FORM:  
RAY AROMATORIO  
RISK MANAGEMENT

By: \_\_\_\_\_  
Risk Manager

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Family Care Network, Inc.**

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

CONTRACTOR: Family Care Network, Inc

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

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

## EXHIBIT A

### STATEMENT OF WORK

The Contractor will provide services pursuant to the County of Santa Barbara Request for Proposal (RFP) and Contractor response to the RFP dated February 24, 2011. The Contractor will provide Independent Living Program (ILP) Services in partnership with Child Welfare Services (CWS) to approximately 168 CWS and Probation eligible youth countywide. The numbers of youth participating in program services fluctuates with placement changes and youth entering/exiting foster care. The applicable components of the RFP and Contractor response have been incorporated into Exhibit A.

#### **BACKGROUND**

The purpose of the ILP is to assist youth in making the transition from foster care to self sufficiency by providing services such as assistance in obtaining a high school diploma, career exploration, vocational training, job placement and retention, training in daily living skills, training in budgeting and financial management skills, substance abuse prevention, and preventive health activities. The Santa Barbara County ILP embraces academic education, self care education, and life skills education as the foundation for the ILP at the onset of services for youth aged 16 to 18 (optional for 14-15 year olds) and through the emancipation continuum. Education and training provided to former foster youth 18 to 20 involved with ILP includes housing information, counseling, employment, education, finances and other appropriate support and services in order to complete the youth's own efforts to achieve self-sufficiency.

There is current State legislation under AB 12 known as the California Fostering Connections to Success Act that will impact ILP during the first year of the contract. There are several components of AB 12 that will impact both the target population and the service delivery model of ILP once fully implemented. The Contractor will need to keep apprised of the impacts of the AB 12 legislation and adjust program parameters accordingly to ensure compliance with new, pending regulations.

#### **TARGET POPULATION**

Eligible youth for the purpose of the Independent Living Program are children 16 years of age up to the day prior to their 21<sup>st</sup> birthday (optional for youth 14-15). According to the Manual of Policies and Procedures for Child Welfare Services Programs/Independent Living Program Regulations Section 31-525, and the criteria of Santa Barbara County ILP, youth must also meet at least one of the following criteria:

1. Were/are in foster care under the jurisdiction of the Juvenile Court, any time from their 16<sup>th</sup> to their 19<sup>th</sup> birthday
2. Were/are 16 years of age up to 18 years of age in receipt of the Kinship Guardianship Assistance Payment Program (KinGAP) assistance
3. Were former foster youth that were adopted after their 16<sup>th</sup> birthday
4. Were former dependent children of the juvenile court pursuant to Section 300, placed with a non-related legal guardian, whose guardianship was ordered on or after the child's eighth (8) birthday

Children who meet these criteria could be under the jurisdiction of Child Welfare Services or the Probation Department. Children who emancipate are still eligible for program participation up to age 21 as Aftercare Services.

Total eligible youth	<b>Santa Barbara</b>	<b>Lompoc</b>	<b>Santa Maria</b>
168	45	45	65

The figures above may fluctuate with placement changes and youth entering/exiting Foster Care. In addition, the program eligible population may change once the regulations are established under AB 12.



## **SCOPE OF SERVICES**

Contractor will provide ILP services based on Positive Youth Development, Best Practices, and Wraparound principle/practices. This delivery service system will minimally include initial competency assessments, individual/group educational opportunities, and targeted case management addressing the individual youth's Transitional Independent Living Plan (TILP) goals. The practical services may include but are not limited to: facilitation of the steps necessary to graduate from high school; applying for and securing housing; applying for college or a career training program; completing and submitting job applications; practical experience in daily living skills, budgeting, financial planning and management; development of refusal skills; and an understanding of safe sexual practices.

The contractor will address both training and direct services and will be required to assess competencies for youth within the services areas listed below:

- Money Management - Youth will be taught how to determine budget goals, total income and expenditures. Information shall include:
  - Understanding and utilizing wages
  - Maintaining and balancing a checkbook
  - Organizing and preparing a budget
  - Bill paying
  - Banking (nearby locations, pros and cons, etc.)
  - Taxes and payroll deductions
  - Preparing taxes (withholding and refunds)
  - Savings accounts
  - Establishing and using credit
  - Purchasing a car (new/used)
  
- Job Skills/Career Planning - Youth will be taught the basics of job search/skills. Information will include:
  - Career planning
  - Obtaining a work permit
  - Job-seeking including filling out an application
  - Writing an effective resume
  - Interview skills including interpersonal skills
  - Job maintenance including employment expectations
  - Conflict resolution
  - Discrimination
  
- Educational Planning - Youth will be introduced to various educational options available during and after high school. Information will include:
  - Linking career goals and education needs
  - College preparatory courses
  - Vocational training courses
  - Tutoring services
  - GED preparation/testing
  - Laws relating to minimum educational requirements
  - College and beyond
  - Paying for education, i.e. Financial Aid, Chaffe grant, etc.

- Educational Opportunity Program/Extended Opportunity Programs and Services
- Health and Counseling Services - Youth will be introduced to good nutritional habits by discussing issues relating to the youths current habits and eating patterns. Youth will also be taught how to obtain adequate health care. Information will include:
  - Food and nutrition
  - Communication skills
  - Sexuality and medical services including teen pregnancy
  - Counseling referral services
  - Depression and suicide prevention
  - Substance abuse and rehabilitation
  - Peer pressure
  - Mental health services and referrals
  - Health rights of Lesbian Gay Bisexual Transgender and Questioning (LGBTQ) foster youth
  - Resources available for LGBTQ youth
- Living Independently - Youth will be assisted in preparing for life on their own. Information will include:
  - Housing
  - Utilities
  - Home management
  - Landlord and tenant rights (including LGBTQ housing rights)
  - Home security
  - Utilizing public transportation
- Resource Listing and Training - Youth will be introduced to their community and the many resources available. Information will include:
  - Obtaining a social security card/number
  - Obtaining medical history records
  - Obtaining a birth certificate
  - Recreational activities
  - Peer support groups
  - Transportation services
  - Crisis/emergency hotlines
  - Department of Motor Vehicles services
- Mentor Relationships - Youth will be provided with personal and emotional support through:
  - Mentors and promotion of positive interactions with dedicated adults
  - Encouraging the youth's care provider to become an active participant in preparing the youth for independent living

Additionally, the Contractor must integrate the following components:

1. Aftercare/Transition Programs - Programs for emancipated youth to assist with housing and employment.
2. Transportation - Transportation must be addressed to ensure that youth are able to attend ILP workshop/learning activities.

3. Job Training - Services can include workshops, contracted services through the Workforce Investment Act, county employers and county resources.
4. Involvement of Care Providers-The care provider of the participating youth will be encouraged to become an active participant in preparing the youth to transition to an independent living placement.
5. Integration of Existing Services- Collaboration with community resources. These relationships include leveraging of resources to offer an array of comprehensive services to youth to assist in successful transition into self-sufficiency.
6. Survival Skills-Eligible youth will be able to identify their own values, ask for assistance and keep safe.
7. Interpersonal/Social Skills-Eligible youth will be able to identify communication strengths/weaknesses, manage peer pressure, develop appropriate relationships, and develop problem solving skills.
8. Computer skills-Eligible youth will demonstrate computer literacy skills.

### **DUTIES AND RESPONSIBILITIES**

The 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 this 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. Develop and coordinate periodic workshops or other learning activities for eligible youth, which includes the development of all workshop/learning activity curriculums.
4. Finalize the proposed annual schedule of all workshops/activities to ensure delivery of the learning areas align with ILP participant needs. As provided in the RFP response, proposed workshops/learning activities include, but are not limited to: Health & Wellness-July, 2011; Healthy Relationships-August, 2011; Permanency-August 2011, Securing Housing-November 2011; Lessons Learned-December 2011; Dream Big and Plan Smart-January 2012; Employment & Career-February 2012; Everything You Need to Know about Money-March 2012; Education-April 2012; Volunteer/Local/Global/Sustainability-May 2012; Safety-"What to do If.."-June 2012.
5. Provide workshops or other learning activities in locations and times that are accessible to all eligible youths.
6. Inform all eligible youth, caregivers, Foster Family Agencies (FFAs), and Group Homes about the times and locations of upcoming workshops through the communication medium most likely to be received by the parties listed.
7. Coordinate transportation with youth and their careproviders to ensure participation in all workshops/learning activities.
8. Purchase all needed ILP supplies to include materials, snacks, and youth participation incentives.
9. Keep records of attendance for participating youth in all workshops/learning activities.
10. Utilize an identified assessment tool pre and post workshop to assess participant's understanding of the material presented.
11. Evaluate the participating youth's understanding of the competencies that were covered by the workshop or other learning activity through ongoing transfer of learning opportunities such as case management follow up.
12. Provide emotional, practical, and social support to eligible youth through case management 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.
13. Involve caregivers as a partner in preparing the youth for the transition to independence.

14. Provide youth with linkages to mentors and/or dedicated adults to enhance their support network.
15. Coordinate appropriate services with all approved Transitional Housing Program providers.
16. Provide support to eligible youth (18 up to 21 years old) in the Aftercare Program to obtain services leading to self sufficiency. Responsibilities will include all major components of the ILP for 14-18 year olds (optional for youth 14-15 but mandatory for youth 16-18), including initial assessment, case management, and invitations to workshops, incentives and transportation.
17. Communicate with the assigned Child Welfare Worker or Probation Officer regularly to ensure the youth's needs are adequately being addressed in preparation for self-sufficiency.
18. Provide the Child Welfare Worker or Probation Officer assigned to the youth's case a written progress and participation report on a quarterly basis.
19. Work in conjunction with the County to hold emancipation conferences for all youth minimally at the six and three month mark prior to the youth's emancipation date to assist in adequately planning for the transition to independence.
20. Establish multi-level communication strategies to connect with the broadest number of program participants regarding program services and activities, i.e. an updated ILP Website, newsletter, Facebook, etc.
21. Work with the County to develop/enhance proposed contract monitoring tools via Excel to assist in providing the necessary detail for State and county level reporting requirements.
22. Provide all required information for the State mandated quarterly and annual reports to the County liaison.
23. Participate in a monthly ILP operations meeting at the onset of the contract to ensure collaborative planning and development of program activities and parameters. These monthly meetings may sunset upon agreement of both the Contractor and the County once the new program is operationalized.
24. Participate in a quarterly contract meeting to discuss and resolve any issues that may arise in coordinating services with the County or in the course of delivering services to the ILP eligible youth.

The County will:

1. Provide program oversight by the Department of Social Services ILP Liaison.
2. Provide referrals of all Independent Living Program (ILP) eligible youth.
3. Assure that Transitional Independent Living Plans (TILP) for all Child Welfare eligible youth are entered into the County's CWS/ CMS computer system.
4. Forward the TILP and the Needs Assessment for all referred youth that reflect:
  - ✓ The goals of the eligible youth.
  - ✓ The needs of the eligible youth.
5. Provide address changes for all participating youth to ensure continued program participation.
6. Provide ILP regulatory information as it becomes available.
7. Complete the State quarterly (SOC 405E) and annual (SOC 405A) report with statistical information provided by the contractor.
8. Communicate with the ILP Youth Development Specialists (YDS) as needed to keep apprised of the youth's participation/progress in the ILP and record all relevant information into the Child Welfare Services/Case Management System (CWS/CMS) to ensure compliance with the National Youth in Transition Database (NYTD) requirements.
9. Work in conjunction with the Contractor to hold emancipation conferences for all youth minimally at the six and three month mark prior to the youth's emancipation date to assist in adequately planning for the transition to independence.
10. Work in conjunction with the Contractor to develop/enhance proposed contract monitoring tools to assist in providing the necessary detail for State and county level reporting requirements.
11. Hold a monthly ILP operations meeting at the onset of the contract to ensure collaborative planning and development of program activities and parameters. These monthly meetings may sunset upon agreement of both the Contractor and the County once the new program is operationalized.

12. Hold a quarterly contract meeting to discuss and resolve any issues that may arise in coordinating services with the Contractor or in the course of delivering services to the ILP eligible youth.

## **PERFORMANCE MEASURES/OUTCOMES**

### Core Outcome ILP Requirements:

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. Resource Listing: 100% of all eligible youth in ILP will have information, verbal and/or written provided to them in the areas of community resources.
4. Career Development: 100% of all eligible youth in ILP will have information, verbal or written provided to them in the areas of job seeking, writing a resume, interviewing skills and employment expectations.
5. Health and Safety: 100% of all eligible youth in ILP will have information, verbal and/or written provided to them in the areas of substance abuse, pregnancy prevention, and sexually transmitted diseases and will have a medical provider.
6. Financial Resources: 100% of all eligible youth in ILP will have information, verbal or written provided to them in the areas of financial literacy, opening and maintaining an active bank account and successfully completing a budget.
7. Housing: 100% of all eligible youth in ILP will have information, verbal or written provided to them in the areas of locating housing, utilities, basic understanding of landlord and tenant rights and keeping a home secure.
8. 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.
9. 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.
10. 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.
11. Computer/Internet Skills: 100% of all ILP eligible youths will be tested for their computer/internet skills with an expectation that they possess basic skill levels with identified activities for attaining competency in this area.

### Target Outcomes for youth participating in ILP activities:

1. Money Management
  - Follows a budget = 85%
  - Savings account = 90%
  - Responsible banking = 75%
  - Paying bills and wise spending = 75%
  - Successfully completed TILP goals = 90%
2. Job Skills/Career Planning
  - Prepared resume and job applications = 100%
  - Seeking work = 100%
  - Has a job = 85%
  - Established a career objective & goals = 95%
  - Successfully completed TILP goals = 95%
3. Educational Planning
  - Able to complete HSD or equivalency = 100%
  - Assigned a tutor = 25%

- Has completed HSD or equivalency = 95%
- Has a college or vocational training plan = 100%
- Enrolled in higher education or vocational training = 75%
- Successfully completed TILP goals = 95%

#### 4. Health and Wellbeing

- Referred to necessary services = 100%
- Currently receiving necessary health services = 100%
- Prepares healthy menus = 85%
- Engaged in positive social activities = 95%
- Uses MediCal or health insurance = 100%
- Successfully completed TILP goals = 95%

#### 5. Independent Living

- Follows a transportation plan = 100%
- Completed housing exercise = 100%
- Secured housing and furnishings = 100% of those seeking housing
- Successfully completed TILP goals = 95%

#### 6. Personal and Community Resources

- Has all vital documents = 100%
- Uses community resources = 80%
- Successfully completed TILP goals = 90%

#### 7. Permanent Supportive Relationships

- Has requested a mentor = 25%
- Has an assigned mentor/intern = 30%
- Has established a community-based support team = 70%
- Successfully completed TILP goals = 90%

### **REPORTING REQUIREMENTS**

Contractor will submit reports as indicated below which include, but are not limited to the following data elements:

- Monthly Report:
  - Youth Participant and Demographics Report - Number of Youth Enrolled/Participating; Number of Youth Emancipated; County of Jurisdiction; Parental Status of Youth; Educational Status including Financial details; Vocational Status; Financial Information; Tribal Information; Housing Information/Status; and Status of Permanency Connections
- Quarterly Reports:
  - Youth Summary of Services Report – Youth Name, Date of Birth, County of Residence and Jurisdiction, Services Documentation, and Workshops/Learning Activities Participation
  - Contractor Summary of Activities Report – Number, Location, and Type of Workshops/Learning Activities Provided During the Quarter; Number of Youth Participating in Each Activity; Status for both the Core and Target Performance Measures/Outcomes.

Additional reporting requirements will be added as needed and in consultation with the Contractor to ensure compliance with all regulatory reporting requirements. It is anticipated that new data elements will be added once AB 12 is implemented in January 2012.

**GENERAL CONTRACT PROVISIONS:**

- A. Contractor will obtain prior written approval from County, prior to purchasing any furniture, equipment, EDP hardware or software funded through this contract. Contractor will return to County upon expiration or termination of this contract all furniture, equipment, EDP hardware or software purchased or provided to Contractor under this contract.
  
- B. Modification of Services – Contractor shall obtain the expressed written consent from the County for any variation in the provision of services described in this agreement. Approval of such modification of services will not require further Board of Supervisors approval if it is to provide additional services within the approved budget.
  
- C. Budget Variances – Contractor shall obtain the expressed written consent from the County for any variation in 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 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.

## EXHIBIT B

### PAYMENT ARRANGEMENTS Periodic Compensation

- A. For Contractor services to be rendered under this contract, Contractor shall be paid a total contract amount, including cost reimbursements, not to exceed \$192,000.00.
- 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.
- C. Monthly, Contractor shall submit to the County Designated Representative an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. County Representative shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. County shall pay invoices or claims for satisfactory work within 30 days of presentation.
- D. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.
- E. Tracking of Expenses: Contractor shall inform County when seventy-five percent (75%) of Maximum Agreement Amount has been incurred based upon Contractor's own billing records. Contractor shall send notice to those persons and addresses which are set forth in the Agreement, Section 2 (NOTICES).
- F. Six-Month Billing Limit: Unless otherwise determined by state or federal regulations all original invoices under this Agreement must be received by County within six (6) months from date of service to avoid possible payment reduction or denial for late billing.



**Line Item Budget**

**Exhibit B-1**

Name of Applicant Agency: Family Care Network, Inc.

Term Beginning: July 1, 2011

Term Ending: June 30, 2012

**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>		
ILP Program Supervisor	1 FTE	\$ 52,000.00
ILP Youth Development Specialist	2 FTE	\$ 68,640.00
<b>Administrative Positions</b>		
Management Supervision	.05 FTE	\$ 3,120.00
Clerical	.10 FTE	\$ 2,912.00
<b>Sub-Total Salaries:</b>		<b>\$ 126,672.00</b>

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

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

Type of Employee Benefit	Budget for Contract Term
<b>Direct Service Staff</b>	
ILP Program Supervisor	\$ 9,100.00
ILP Youth Development Specialist	\$ 12,012.00
(PR tax 8%, WC 1.5%, Health 8%)	
<b>Administrative Staff</b>	
Management Supervision	\$ 546.00
Clerical	\$ 510.00
(PR tax 8%, WC 1.5%, Health 8%)	
Sub-Total Employee Benefits	\$ 22,168.00
Percentage Benefits	17.5%
<b>TOTAL SALARIES AND EMPLOYEE BENEFITS</b>	<b>\$ 148,840.00</b>

Line Item Budget

Exhibit B-1

**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	\$ 300.00
Sub-Total Services	\$ 300.00

2) Supplies

Item	Budget for Contract Term
Office Expense*	\$ 730.00
Program Expense*	\$ 3,000.00
Telephone*	\$ 1,250.00
Mileage*	\$ 14,580.00
Other*	
Sub-Total Supplies	\$ 19,560.00
<b>TOTAL SERVICES AND SUPPLIES</b>	<b>\$ 19,860.00</b>

**C. OPERATING EXPENSES**

Item*	Budget for Contract Term
Facility Lease/Rental	\$ 3,000.00
Equipment Lease/Rental*	\$ -
Furnishings*	\$ -
Maintenance	\$ 300.00
Utilities	\$ 300.00
Insurance (Refer to General Contract Provisions for Insurance Requirements)	\$ 500.00
Other* <b>Shared Administration</b>	\$ 19,200.00
Total Operating Expenses	\$ 23,300.00
GRAND TOTAL LINE ITEM BUDGET	\$ 192,000.00
Minus Revenue	
<b>TOTAL BEING REQUESTED</b>	<b>\$ 192,000.00</b>

## 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 Contractors' staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the County. In the event Contractor is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if Contractor has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and Contractor submits a written statement to the County stating that fact.
2. **General and Automobile Liability Insurance:** The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of Contractor and shall include

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

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

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

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

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 an 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.

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

- D1. Fiscal Year : FY11/12
- D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 055
- D3. Requisition Number : N/A
- D4. Department Name : Social Services
- D5. Contact Person : Linda Rodriguez
- D6. Phone : (805) 346-7294

- K1. Contract Type (check one):  Personal Service  Capital Project/Construction
- K2. Brief Summary of Contract Description/Purpose : Agreement for Independent Living Program
- K3. Original Contract Amount : \$192,000.00
- K4. Contract Begin Date : 07/01/11
- K5. Original Contract End Date : 06/30/12
- K6. Amendment History (leave blank if no prior amendments):

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

- K7. Department Project Number :
- B1. Is this a Board Contract? (Yes/No) : Yes
- B2. Number of Workers Displaced (if any) : 0
- B3. Number of Competitive Bids (if any) : 2
- B4. Lowest Bid Amount (if bid) : \$N/A
- B5. If Board waived bids, show Agenda Date : N/A
- B6. ... and Agenda Item Number : # N/A
- B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶/¶) : N/A

- F1. Encumbrance Transaction Code : 1701
- F2. Current Year Encumbrance Amount : \$
- F3. Fund Number : 0055
- F4. Department Number : 044
- F5. Division Number (if applicable) :
- F6. Account Number : Line Item 7659; Program 3230; Org 5348
- F7. Cost Center number (if applicable) :
- F8. Payment Terms : Net 30

- V1. Vendor Numbers (A=uditor; P=urchasing) :
- V2. Payee/Contractor Name : Family Care Network, Inc

- V3. Mailing Address: 3765 S. Higuera St, Suite 100
- V4. City State (two-letter) Zip (include +4 if known) : San Luis Obispo, CA 93401
- V5. Telephone Number : (805) 349-9600
- V6. Contractor's Federal Tax ID Number (EIN or SSN) :
- V7. Contact Person : Vince Giordano
- V8. Workers Comp Insurance Expiration Date : 5/1/11
- V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) : 4/1/12
- 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: \_\_\_\_\_