

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 SERS Jobs for Progress, Inc. San Joaquin Valley having its principal place of business at 407 S. Clovis Avenue, Suite 109, Fresno, CA 93727 (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.** WIB Executive Director or Jason Ramirez at phone number (805) 681-4446 or (805) 614-1547 are the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Rebecca Mendibles, Executive Director, at (559) 452 0881 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, as follows:

To COUNTY: WIB Executive Director, 234 Camino del Remedio, Santa Barbara, CA 93110-1369

To CONTRACTOR: Rebecca Mendibles, 407 S. Clovis Ave. Suite 109, Fresno, CA 93727 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 October 1, 2007 and end performance upon completion, but no later than September 30, 2010 unless otherwise directed by COUNTY or unless earlier terminated. Contractor will provide a maximum of 24 months of program services (performed between October 1, 2007 and September 30, 2009 and a minimum of 12 months of follow-up services after each participant exits from the program (to be concluded no later than September 30, 2010). All youth must be exited by September 30, 2009 unless otherwise specified by COUNTY. Should COUNTY funding for these services be reduced from Federal, State, or local sources, the contract will be reduced accordingly.

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. Should County funding for these services be reduced from Federal, State or local sources, the contract will be reduced accordingly.

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 OMB Circular A-87. Additionally, CONTRACTOR is required to have an audit that complies with OMB Circular A-133. Within 60 days of the opinion date, CONTRACTOR will provide COUNTY with a copy of the single audit conducted in accordance with OMB Circular A-133.

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 termination, CONTRACTOR shall 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. At the end of the notice period, CONTRACTOR shall promptly cease work.

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. **COMPLIANCE WITH DEPARTMENT OF LABOR/WORKFORCE INVESTMENT ACT.**

CONTRACTOR shall comply with the General Provision and Standards of Conduct set forth in Exhibit D.

32. **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.

33. **REMEDIES FOR BREACH.** The COUNTY shall have the right to terminate this Agreement for any violation or breach of its terms, unless CONTRACTOR causes such violation to be corrected within a period of thirty (30) days after receipt of notice specifying the violation to be corrected. Prior to termination, COUNTY:

- A. Shall advise the CONTRACTOR of the proposed termination in writing and specify the action that must be taken as conditions preceding the resumption of payment.
- B. Will allow the CONTRACTOR to respond within ten (10) working days of such notice with a plan to correct the deficiencies.
- C. Is under no obligation to make any payments during the period in which deficiencies are noted, until corrected.
- D. Will serve a written termination notice to the Vendor effective thirty (30) days after initial notice.

34. **PATENT RIGHTS / COPYRIGHTS/ RIGHTS TO DATA:** County shall own all right, title and interest in and to all materials produced in whole or in part under this Agreement, including the right to file for any copyrights or patent rights that may arise from Contractor's activities and services to be provided pursuant to this Agreement, and County, in its sole discretion and responsibility, shall determine whether to file for copyrights or patent rights within the United States or in any other country. Accordingly, County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents, products or other materials prepared pursuant to these Agreements.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **SER-Jobs for Progress, Inc. San Joaquin Valley.**

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: 94-2188609

APPROVED AS TO FORM:
STEPHEN SHANE STARK
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

I. Purpose/Term:

Under WIA the main focus of the youth program is on longer-term academic and occupational learning opportunities for youth. A goal is to increase employment, job retention and earnings by developing the work/career potential of youth. The purpose of this Agreement is for CONTRACTOR to provide county-wide year-round educational and employment activities to 110 out-of-school youth (ages 16 – 21) for the 2007-2009 program years. CONTRACTOR'S efforts will be directed toward out-of-school youth in the Santa Barbara, Goleta, Carpinteria, Santa Ynez, Los Alamos and Lompoc areas of the county.

CONTRACTOR's primary efforts will be directed toward out-of-school youth in the Lompoc Valley, Santa Ynez Valley and South Coast (Goleta Valley, Santa Barbara, and Carpinteria areas) with the goal of serving 55 Santa Barbara participants, 15 Carpinteria participants, 16 Lompoc participants and 10 Santa Ynez Valley participants. Out-Of-School youth are defined as those eligible youth (ages 14-21) who meet one of the following criteria:

- Student currently attending post secondary school **and** who is basic skills deficient **and** who has received either a secondary school diploma or General Equivalency Diploma
- Youth who are not currently attending any school **and** who have not received either a secondary school diploma or General Equivalency Diploma
- Student currently attending Adult Education School less than 3 times a week **and** who has not received either a secondary school diploma or General Equivalency Diploma
- Youth who have received either a high school or General Equivalency Diploma **and** are not currently attending any school **and** have employment difficulty or are basic skills deficient

Congress is considering legislation to reauthorize WIA. If WIA Reauthorization occurs or State, Federal and/or County guidelines/law change during the term of this contract, then CONTRACTOR will be notified of such requirements for immediate implementation.

II. Background:

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

III. Program Summary:

- A. CONTRACTOR will implement a model Out of School Youth Services program in Santa Barbara County that will incorporate an enriched employment and training program. The program will integrate several institutions including local businesses, municipalities, schools and community-based organizations, including the City of Santa Barbara Housing

Authority, City Parks and Recreation, Santa Barbara Region Chamber of Commerce, Casa De La Raza, and Santa Barbara Community College.

CONTRACTOR will develop comprehensive services that support the goals and objectives of this program. This plan is based on the fundamental principle that education and training works best and is most useful for life and future careers when youth apply what they learn, particularly in employment situations.

CONTRACTOR's strategic plan for the Santa Barbara Workforce Investment Board Youth Services Program is to implement an innovative youth program based on an enriched educational and occupational skills learning environment that is consistent with the purpose and intent of the Workforce Investment Act. The ultimate goal of this model program will be to improve the workforce in Santa Barbara County by producing youth who are highly adaptable and well on their way to becoming self-sufficient.

A key component of this plan will be the leveraging of resources from several collaborative partners that will bring to the program their "best practices" to enhance services. SER plans to draw from a rich pool of community services, educational resources, and skilled professionals to empower youth and their families with solid practical employment skills and an appreciation of educational opportunities. This model allows for inclusion, builds teamwork and ensures that partners have a clear understanding of their roles in preparing our youth for the future.

The plan will also include an equitable access recruitment effort that will inform and enroll the "most in need" and achieve a greater impact on the needs of the "hard to serve" population in the target area.

B. Program Design Features:

The CONTRACTOR shall provide the following program components:

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

- Case Notes and File Documentation
 - Dual Enrollment / Transfer of Case Requests and Procedures
 - Program Reporting (Narratives, MEAL) and Monthly Invoicing
 - SBC Youth Bulletins
 - WIA Definitions & Glossary
 - Tools and Checklists
 - CONTRACTOR Monitoring Requirements
 - Corrective Action Plan Requirements for Program Reviews
 - MIS Reports and Descriptions (Y.E.S. Tool Kit)
10. The SBC Youth Policies and Procedures Manual may be modified or altered by COUNTY at any time to ensure compliance with WIA rules and regulations.
11. Participants are not to be served under WIA until the youth have been assigned an application number. The County will not be responsible for any client expenses until youth has been deemed eligible and enrolled and the data is in the possession of the MIS department.
12. Roles and Responsibilities of CONTRACTOR and COUNTY are set forth in Exhibit A-2 of this agreement.

Detailed design features of key components:

Orientation

The orientations will be conducted in accordance with WIA regulations and Santa Barbara County Workforce Investment Board (SBCWIB) policies. Included in the orientation will be information regarding the 10 elements of the program, WIA rights, participant responsibilities, WIA and non-WIA services available, possible supportive services, eligibility documentation required and appointment given to ensure follow through. If at the conclusion of the orientation session it is determined that WIA services are not appropriate for an individual a referral to appropriate non-WIA services will be offered. Eligible individuals that elect to continue will proceed to the initial assessment.

Eligibility

CONTRACTOR staff will explain the eligibility requirements and the documentation needed to all youth and their parents who are interested in WIA services. They will provide guidance to youth and/or parents in securing needed items. Staff will provide documentation for all required eligibility criteria to SBCWIB staff to certify youth's WIA eligibility. Verification of the following categories, as specified to the individual participant and/or family household will be required if they: 1) are receiving TANF as an individual or family member, have received a total family income for the six month period prior to the program application, exclusive of unemployment compensation, child support payments, and welfare payments that were not in excess of the higher of two guidelines, the federal poverty guidelines, 2) have received food stamps or have been determined eligible to receive food stamps within a six-month period prior to application for service, 3) qualify as homeless under the Stewart B. McKinney Homeless Assistance Act, and/or 4) are disabled and their income meets the first and second requirements above, but whose family does not.

CONTRACTOR will ensure that each youth, who has been determined as economically disadvantaged and who is between 14-21 years of age, will also possess and have documented at least one or more of the following employment barriers or characteristics:

- deficient in basic literacy skills,
- a school dropout,
- homeless, runaway, or a foster child,
- migrant youth,

- a juvenile offender,
- an individual who requires additional assistance to complete an educational program or to secure and hold employment.

In addition, up to five percent (5%) of youth who are not economically disadvantaged, but fall within one or more barriers listed above, may be served by this program.

If a youth is suitable for WIA participation as a result of pre-eligibility assessment and brings in required documentation, he/she will then be referred for enrollment into Objective Assessment. Eligible youth with the “greatest need” will be served first. Greatest need will be determined by using the “Youth Suitability Checklist” that will indicate if program services offered by WIA are appropriate or if the need(s) of the youth can be better served elsewhere.

Youth who are found to be ineligible for WIA services will be referred to appropriate agencies as needed to secure other opportunities, including but not limited to: unsubsidized work experience, tutorial services, secondary school (re-entry) information and job search activities.

Eligibility will be conducted in accordance with all Federal, State, and Santa Barbara County Workforce Investment Board (SBCWIB) policies, criteria (additional barriers), and regulations. Forms prepared by the State and SBCWIB will be used to determine and document eligibility. The results from an appropriate SBCWIB approved assessment tool measuring the basic skills levels of youth or comparable school administered tests will be used by the WF and/or QA/CSS to determine if the youth meets the eligibility criteria of basic skills and/or language deficiency. Participants will not be served until the youth has been assigned an application number from the County.

Assessment

CONTRACTOR will assess eligible youth to determine the possible course of action and potential outcomes for each youth. SER will use only approved testing instruments which may include the Test of Adult Basic Education (TABE), Workeys, Pesco, Onet (online interest profiler), and the COPES, COPS, and CAPS.

CONTRACTOR recognizes that the needs of each individual in the target group are not uniform and require a very careful assessment/evaluation process to develop a solid youth profile. Students who have met eligibility requirements will be enrolled into Objective Assessment by the WF to gather information necessary to develop their Individual Service Strategy (see below). The participant will be given the most age and skill level-appropriate WIA approved assessment tool that measures interests, abilities, aptitudes, life skills, learning style, and values.

The assessment results will be utilized by Case Managers (CM) to determine if additional training or preparatory work may be needed to increase the participant’s chances for success. This process is intended to expose youth to a variety of career alternatives including non-traditional occupations and assist them in selecting an occupation that is most suitable to their needs, abilities, and potential capabilities.

Individual Service Strategy (ISS)

The CM will develop practical and functional ISS’s that are both comprehensible and beneficial when seeking adequate treatment for the participant’s needs. The ISS will also be the blueprint for remedial action and the comprehensive strategy for producing a highly successful individual. It will also determine if supportive services are necessary for each participant and how to efficiently administer those services. Since every youth who receives services requires an ISS, it must be highly serviceable and fluid to be effective

for building a comprehensive and functional intervention plan that is custom designed for each participant.

In formulating an ISS, the CM will use information provided through the Objective Assessment and include such items as personal strengths, resources and skills of the youth, together with physiological, medical and psychological factors, that have impacted his/her life. The youth's social history, including cultural factors may be included to ensure positive outcomes. Current concerns, behavioral problems, skills deficits, and the potential for change/motivation will be included to provide a holistic picture of the participant.

The ISS will also include the potential follow-up services that may assist the youth after exiting the program. It will designate the responsibilities the participant and the CM have to continue the relationship and facilitate communication to provide the youth a safety net during their 12-month follow-up period. This will ensure the positive outcomes of meeting program performance measures.

The Case Managers will integrate their occupational and academic learning, work-based and school-based learning, and link secondary and postsecondary learning in planning their goals. This will prepare the youth for employment in broad occupational and industry clusters that allow for entry-level opportunities that provide career ladders to furthering their goals.

The CM and WF will strategize on the best course of action for each youth based on their age and current needs for the various subgroups within this targeted population.

- Out of School youth ages 14-16, will be provided services to help them re-enter school, explore career options, overcome difficulties with schoolwork, obtain acceptable work habits, and gain work experience through activities such as, but not limited to, career exploration, summer employment opportunities that are linked to academic or occupational learning, tutoring, leadership development, adult mentoring, supportive services, job readiness, and the 12-month follow-up.
- Out of School youth ages 17-18, will be provided services to re-enter school, keep them employed during their summer breaks, career planning, assistance with obtaining postsecondary services and job readiness skills through activities such as, but not limited to, career planning, summer employment opportunity, paid or non-paid work experience, tutoring, leadership development, adult mentoring, supportive services, job readiness, and the 12-month follow-up.
- Youth ages 19-21, who meet the definition of Out of School within this age group, (individuals who have graduated from high school and are attending post-secondary school and who are basic skills deficient), will be provided services, as needed, plan their career, assist in obtaining acceptable work habits, gain work experience, and stable employment to meet their financial needs through coordination of youth program activities.

The ISS will identify and document the following:

- Strategies for Achieving Employment Goals
- Basic Skills
- Aptitude
- Employability
- Educational and Employment Goals (Long & Short term)
- Youth Needs & Barriers
- Service Plan

- Necessary Work Skills Modifications
- Follow-up Services
- Wage & Employment Retention Goals

Program Workshops

One of the primary functions of the program workshops is to provide participants with information that is needed to make informed decisions about future education, employment and careers that are appropriate to their particular needs and interests. Similarly, participants need information about the various ways that WIA services can adequately meet their needs. SER will provide participants with hours of workshop experience in which staff will provide comprehensive assessment and present information on related topics pertaining to formulating a viable ISS.

At the conclusion of each workshop, printed surveys will be distributed to all participants in an effort to assess the extent to which additional information, advisement, guidance, and counseling might be needed with regard to making a decision.

Workshops will be scheduled in a variety of locations, times and formats to fit the particular schedules and requirements of the participant. For example, some workshops will be conducted on Saturdays and others will be scheduled during the afternoon and/or evenings on weekdays.

Some workshops may be conducted with bilingual presenters for those who are limited or non-English speaking. Printed materials will be prepared and distributed in multi-language formats for use during the workshops and for future reference. Below is a list of the various workshops provided by SER staff and/or collaborative partners:

Job Readiness

- Functional Resumes
- Mock Interview
- Employment Application
- Workplace Attitude & Dependability
- Employer Expectations
- Interpersonal skills

Career Exploration Workshop

- Guest Speakers from various careers
- Developing life long careers
- Career Search (interest inventory)
- Labor Market Information

Pre –College (Santa Barbara Community College)

- Application and Admissions Information
- Admissions Requirements
- Student Financial Aid
- Selecting a Major
- Campus life
- Support systems
- Campus tours

Leadership

- Problem solving skills
- Importance of self-esteem

- Improving one's education
- Stress and anger management
- Effective communication
- Personal development

Life-Coping Skills

- Instruction of home management skills
- Stress and anger management
- Money management and saving plans
- Basic nutrition and simple meal preparation
- Family relationships
- Good physical and mental health
- Family planning and available health coverage
- Effective parenting skills

Strategies used to deliver services will include: (1) providing recruitment information and outreach materials about program services in languages most common to that region; (2) provide bilingual staff for all services when appropriate; (3) maintaining an informed staff that is sensitive to youth with diverse cultures, backgrounds, and disabilities and (4) providing youth with ongoing and gratifying incentives to encourage continued performance and goal attainment.

C. Program Element Services:

CONTRACTOR will develop a series of comprehensive services that include the following ten basic elements in accordance with the Workforce Investment Act for Title I programs:

1. Tutoring Services (literacy and numeracy skills)

CONTRACTOR will provide tutorial assistance for all Out of School youth ages 16 to 21 who are basic skills deficient or are performing below grade level as identified by school records. Tutoring will be provided by CONTRACTOR staff (Workshop Facilitator), Adult Academic Mentors and students from the local community colleges. Academic credit may be provided by the participating schools to students participating in this activity based on the total hours of attendance and satisfactory progress, which is applicable toward their diploma.

CONTRACTOR will offer program services designed to address the academic needs of those who have demonstrated one or more of the following factors:

- Low grades (GPA) and /or standardized test scores
- English skills deficient
- Poor study skill strategies
- Chronic Truancy

2. Summer Employment Opportunities

Summer employment opportunities will provide work experience opportunities and academic enrichment activities to youth who are basic skills deficient. The component will provide work-based or project-based learning opportunities and after work hours academic learning activities. Participants will be paid minimum wages for work- and/or project-based learning activities and will receive performance based incentives for completing project-based learning activities. Workshops will also be conducted by SER staff to address competency areas, e.g., job readiness skills, labor market information,

child labor laws, occupational safety, resumes, employment applications, job interviews, career assessments, and payroll information.

Students determined to be most in need (economic and basic skills deficient) will receive summer employment opportunities. Work experience activities will take place after the summer school instructional day and will complement their academic program. Post secondary and Adult Education students may schedule their work experience so that there is no conflict with their instructional day. Summer employment opportunities will be available for youth in June/July/August 2008.

3. Supportive Services

CONTRACTOR will place a special emphasis on providing supportive services to help youth stay in school and complete their intended program goals. Supportive Services will be made available for participants on an as needed basis or as determined by the participant, CM and/or the Recruitment Placement Specialist (R/PS). When making the determination, the CM will take into account the barriers as identified in the ISS and the participant's financial obligations and capabilities. Supportive Services include, but are not limited to the following:

- a. Mileage/Travel (gas allowance, bus tokens or passes)
- b. Work Supplies (tools, footwear and clothing)
- c. Educational Supplies (books, binders, paper, pens, pencils)
- d. Vocational/Occupational Training (fees, books, supplies)
- e. Incentives (movie tickets, gift cards, cash)
- f. Miscellaneous (birth certificate, finger printing, ID's or driver's license, etc)
- g. Other reasonable expenses necessary to enable participation in any program component.

The CM or R/PS will complete the required supportive service forms and include justification and/or documentation of need. Case notes and ISS will be updated to include supportive services. The Program Coordinator (PC) will review and approve all requests before submission to Administration for processing. The CM or R/PS will obtain the participant's signature on a Receipt Form, signed vendor receipt, or signature on bus token log, whichever is appropriate.

To leverage additional community resources and services CONTRACTOR staff will be provided with a local Community Resources Directory and receive a regular in-service on community resources from agency representatives. This will enable staff to build program capacity while providing a holistic approach towards meeting the specific needs of all youth and their families.

4. Adult Mentoring

CONTRACTOR will provide youth participants Adult Mentoring opportunities to facilitate the development of goals. CONTRACTOR staff will encourage youth to reach these goals by providing role models who serve as examples and demonstrate what is possible with determination and a little help from an understanding and caring adults. CONTRACTOR assures that the activity will provide youth with a variety of positive experiences including:

- Emotional support
- Academic assistance and
- Exposure to experiences that the youth might not otherwise encounter on their own.

One of the core objective components of mentoring is to improve academic performance by increasing school attendance of involved youth. It is paramount that CONTRACTOR'S mentoring focuses on increasing school attendance for re-enrolled Out of School youth. This includes students who attend home study or continuation school and do not attend a full day of instruction. SER staff will facilitate meetings with school staff (teachers, counselors, and administration), community groups, parents, and mentors to develop strategies on improving attendance, such as training mentors on how to counsel mentees and to reduce barriers that contribute to truancy.

5. Alternative Secondary School Services

Remediation, ESL, Pre-GED or GED will be provided for all participants who have been identified as basic skills deficient or who are not attending any school yet do not possess a high school diploma or equivalent. These educational services will be provided by the Adult Schools. Other educational sites will be utilized when deemed necessary and appropriate. The Case Manager (CM) will refer participants to the most appropriate location according to their needs.

All youth dropping out of regular school will be pre-assessed using the appropriate level of the Tests for Adult Basic Education (TABE) and will possess an Individual Service Strategy (ISS) that designates the referral. Youth will be pre-assessed using the appropriate level of the TABE. CM will also refer to the participant's ISS, which will assist in determining the appropriate educational service. Youth in this basic skills activity can concurrently enroll in Skills Training or Work Experience whenever possible.

6. Paid and Unpaid Work Experience

For many youth, this will be the first time they enter the world-of-work. The intent of the CONTRACTOR work experience component will be to use the workplace to complement the individual's academic plan. In that vein, CONTRACTOR will use Work Experience (WX), Job Shadowing (JS), and Limited Internships (LI) as a means of developing job skills beyond those offered in the classroom. The youth have the opportunity to earn dollars while gaining valuable experience. Below is a sample of the variety of job titles and skills offered to participants:

- a. Clerical Assistant– office procedure, phone etiquette, and filing
- b. Library Assistant – circulation, Library of Congress System, and cataloging
- c. Recreation Aide – coordinate and supervise recreational activities
- d. Cashier – customer service, inventory control, and stocking merchandise

The Recruitment Placement Specialist (R/PS) will continue to develop additional sites that will provide a positive learning experience for youth with cooperating organizations and businesses. The Case Manager (CM) or R/PS will provide an orientation to youth and work site supervisor, develop the WX, JS, or LI agreement and will monitor the training being provided at the site. The youth will receive information and instruction related to but not limited to all rules and regulations associated with services to be provided as well as time and attendance, schedule of payments and disciplinary procedures. Work-site supervisors will receive training related to, but not limited to, supervisory responsibilities and regulations, child labor laws, time and attendance requirements, assessment and evaluation requirements, SCANS and academic learning integration requirements.

Work Experience - CONTRACTOR will provide eligible youth with Work Experience (WX), paid or non-paid, and will be used in combination with other services as delineated in the ISS. WX will provide an opportunity for youth to gain career exposure and subsidized employment with public or private non-profit organizations. Work-based learning activities

will be designed to provide work-site instruction/training that is sequenced with the introduction of necessary job readiness skills taught in the classroom.

WX will be provided in accordance with WIA regulations and all SBWIB policies. It will be a short-term training assignment for youth who need assistance in becoming accustomed to basic work requirements. WX will be designed to promote the development of good work habits and basic work skills.

Limited Internship – An LI will be used in combination with other services as delineated in the ISS. LI will provide an opportunity for participants to gain career exposure and subsidized employment with public and/or private sector and non-profit employers.

LI will be provided in accordance with WIA regulations and all SBWIB policies. LI training could be for a longer termed training assignment for participants to get hands-on learning experience to acquire specific skills by performing tasks related to a particular occupation or field.

Job Shadowing – A JS component that will allow youth to experience several career opportunities with companies throughout the county. SER will seek out professional organizations and corporations that will participate.

Monitoring will ensure training complies with the objectives, duties, and tasks as outlined in the WX or LI Agreement and that youth was provided a safety orientation by the supervisor on h/her first day. The performance of the youth will be evaluated twice during the agreement time, at midpoint and at the end of the training. Each time the youth will be informed of h/her performance, areas needing improvement, if any, and areas surpassing expectations.

7. Occupational Skills Training

Skills Training will be provided for a variety of occupations based on the assessment of skills, interest, local labor market occupational analysis and availability of training. The Case Manager (CM) will make referrals for skills training pursuant to the participants ISS. Once the need for skills training has been determined, the participant will work with the CM to formulate a plan that will adhere to the regulations set forth by WIA. The goal will be to provide the participant with the opportunity to upgrade existing skills or to develop new ones so that they can become competitive in the job market and eventually become gainfully employed. Contracts will be written using WIB approved contract formats and procedures. Santa Barbara City College will be a primary site for occupational skills training.

Skills Training is designed to provide participants with the technical proficiency and information required to perform a specific job or group of jobs. Therefore, upon completion of the occupation skills training component, the participant will receive a certificate of achievement that will list the skill sets acquired. This certificate will help youth communicate to employers the skills they possess.

Enrollment Requirements - Referrals for Skills Training shall be made only after determining that there is a reasonable expectation that the participant will obtain local employment in the occupation for which the person is trained. Youth may be referred only to those skills training courses which are on the list of SBWIB approved courses. Training will only be provided in occupations in which the participant has a reasonable expectation of becoming employed and which will achieve the goals set forth in the ISS. The CM will make reasonable efforts to advise participants regarding training opportunities for non-traditional occupations.

The CM will work with the student and school personnel to ensure all other financial resources have been researched and utilized before using WIA funds.

Training Credentials - The participant, through the various training opportunities, can obtain any of the following credentials:

- Certificate of Completion
- Certificate of Competency
- Vocational Training Certificate

8. Leadership Development

CONTRACTOR will provide Leadership/Citizenship Skills Development activities that are designed to encourage responsibility and other positive social behaviors during non-school hours. They will include life skills and qualities that are characteristic of productive workers and good citizens, such as teamwork, problem-solving ability, building self-esteem, initiative, understanding leadership, educational and cultural enrichment, commitment to life-long learning, and developing strong ethics of civic responsibility.

CONTRACTOR will continue with many of the same leadership activities and add new sights as resources permit. These activities, which promote leadership include, but are not limited to the following:

- Campus tours (University of California, Santa Cruz, San Luis Obispo – Cal Poly, and University of California, Santa Barbara)
- Educational and Cultural events such as the Santa Barbara Metropolitan Museum, and Educational Conferences to expand their view of their world.
- Activities for community involvement include assisting with community restoration projects and helping the local charities in providing for the homeless.

9. Comprehensive Guidance and Counseling

The role of CONTRACTOR, as the lead agency and service provider, will be to insure that the participant is well informed of the various options and guide the participant through the process of starting the journey to self-sufficiency and becoming highly employable. Some participants may require minimal assistance while others may need major intervention or intensive counseling. With the guidance and counseling from the Case Management unit, the focus will be on the needs of the participant, using a proactive approach in facilitating and directing the participant through a conceivable maze of services.

A practical element of employment counseling will focus on work behavior and attitude, how to dress for a job, personal hygiene, information on occupational choice and problems encountered in a job setting. It may include a drug and alcohol counseling referral, as appropriate.

10. Follow-Up Services

CONTRACTOR will provide an exit interview with each youth who has completed h/her planned services listed on their ISS or who has decided to exit the program sooner than anticipated due to unforeseen circumstances, e.g. family is moving from area, health issues, etc. The CM will follow-up with every participant for a minimum of 12-months after the completion of the program. The purpose of the follow-up will be to assist the participant by providing additional supportive services as needed. Staff will make monthly contacts with the participant over the 12-month period. The first follow-up contact will be made 30 days after exit and will continue every 30 days for the first 90 days and then quarterly thereafter. Documentation of all conversations and any activities generated as a result of follow-ups will be included in case notes and noted on ISS, if needed. SER recognizes the importance of following up with youth to ensure they are still making progress. As their goals change, the program can provide assistance and guidance for a

seamless transition. The follow-up period becomes the safety net that will hold an individual up if they stumble while trying to reach their dreams.

A key factor of the follow-up service is to provide for the client additional assistance as needed and to insure the initial intervention services provided by SER have made a difference in the youth's pursuit of their goals.

IV. Training

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

V. 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. Confidential Quality Assurance surveys may be mailed to randomly selected consumers for program review/renewal purposes. It is the responsibility of the CONTRACTOR to conduct program and fiscal reviews of all of its subcontractors during the fiscal and program year that funds are allocated.

VI. Performance Measures

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

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

Contractor Performance Standards for Youth	
1) Placement in Employment or Education	65%
2) Attainment of Degree or Certificate	65%
3) Literacy and Numeracy gains	45%
4) Younger Youth Skill Attainment Measure	90%

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

- B. COUNTY and CONTRACTOR may evaluate the effectiveness of the benchmark and milestone measures established in the statement of work within 90 days of the effective date of this agreement. If necessary to obtain meaningful data about service delivery, the milestones and/or benchmarks will be amended by mutual agreement between the Designated Representatives of this agreement.
- C. Should the CONTRACTOR achieve zero of the 5 stated benchmarks \$96,099 shall be recouped; should the CONTRACTOR achieve only 1 out of the 5 stated benchmarks \$72,074 shall be recouped; should the CONTRACTOR achieve only 2 out of the 5 stated benchmarks \$48,049 will be recouped; and should the CONTRACTOR achieve only 3 out of the 5 stated benchmarks \$24,025 shall be recouped. Should the CONTRACTOR achieve 4 out of the 5 stated benchmarks there shall not be a recoupment of funds for performance tied to benchmarks referenced in Exhibit A-1. In

the event recoupment of funds is imposed for performance the action will be documented in writing between designated representatives specified in the Agreement. Failure of the CONTRACTOR to act in good faith to honor the terms of this Agreement, including milestone, benchmark, performance measure and follow-up conditions, will negatively impact the standing of the CONTRACTOR for future procurement opportunities with Santa Barbara County.

VII. Conditions for Renewal

- A. The performance measures and benchmarks will be monitored on a quarterly basis. CONTRACTOR must meet or exceed favorable performance in all benchmark as defined in Exhibit A-1 to be in a favorable position for having this contract renewed for a one year period without re-competing based on the availability of funding and pending program reauthorization. This determination is expected to be made mid-way through the contract term.
- B. 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 the most recent demographic data, actual expenditures, and funding information available and will require Workforce Investment Board and Board of Supervisors approval.

VIII. General Provisions

- A. Modification of Services - CONTRACTOR shall obtain the expressed written consent from the COUNTY for any variation in the provision of services described in this agreement. Approval for such modification of services will not require further Board of Supervisors approval if it is to provide additional services within WIA criteria for youth employment services and within the approved budget.
- B. Modification of Performance Measures - COUNTY and CONTRACTOR will evaluate the effectiveness of the benchmark measures established in Exhibit A-1, pages one and two of this document, within 90 days of the effective date of this agreement. If necessary to obtain meaningful data about service delivery, the performance measures will be amended by mutual agreement between the Designated Representatives of this agreement.
- C. Budget Variances - CONTRACTOR shall obtain the expressed written consent from the COUNTY for any variation in the line item amounts detailed in Attachment B-1 of this agreement. Reasonable and necessary changes will be considered, but in no event will the overall budget amount be exceeded without a formal amendment to the contract.
- D. CONTRACTOR will obtain prior written approval from COUNTY, prior to purchasing any furniture, equipment, EDP hardware or software funded through this contract. CONTRACTOR will return to COUNTY upon expiration or termination of this contract all furniture, equipment, EDP hardware or software purchased or provided to CONTRACTOR under this contract.

Exhibit A-1 Milestone and Benchmark Goal Requirements

MEASURE	MILESTONE GOAL	TIME OF MEASUREMENT	GOAL REQUIREMENT
Completion of Career Exploration Interviews/Job Interview Training.	60% of all Youth Participants	Reported on MEAL Reported monthly	<input type="checkbox"/> FAILED Milestone Goal (<60%) <input type="checkbox"/> ACHIEVED Milestone Goal (60%) <input type="checkbox"/> EXCEEDED Milestone Goal (>60%)
Completion of Assessments And Development of ISS Plan Within 30 days of enrollment	90% of all Youth Participants	Reported on MEAL Reported monthly	<input type="checkbox"/> FAILED Milestone Goal (<90%) <input type="checkbox"/> ACHIEVED Milestone Goal (90%) <input type="checkbox"/> EXCEEDED Milestone Goal (>90%)
Completion of Leadership Activity	50% of all youth Participants	Reported on MEAL Reported monthly	<input type="checkbox"/> FAILED Milestone Goal (<50%) <input type="checkbox"/> ACHIEVED Milestone Goal (50%) <input type="checkbox"/> EXCEEDED Milestone Goal (>50%)
Participation in Formalized Mentoring	60% of all youth Participants	Reported on MEAL Reported monthly	<input type="checkbox"/> FAILED Milestone Goal (<60%) <input type="checkbox"/> ACHIEVED Milestone Goal (60%) <input type="checkbox"/> EXCEEDED Milestone Goal (>60%)
Youth Enrollments (YTD)	25 Youth will be enrolled by March 31 st , 2008 79 Youth will be enrolled by September 30, 2008 96 Youth will be enrolled by March 31 st , 2009	--> Measured April 2008 --> Measured Oct 2008 --> Measured April 2009	<input type="checkbox"/> FAILED Goal Requirement (<86 participants enrolled) <input type="checkbox"/> ACHIEVED Goal Requirement (96 participants enrolled) <input type="checkbox"/> EXCEEDED Goal Requirement (> 96 participants enrolled)
Enrollments by Target Group	6- Transitional Foster Care Youth 9 - Juvenile Justice System youth 6 - Migrant Youth 75 - Other qualified Youth	Reported on MEAL Reported monthly	<input type="checkbox"/> FAILED Goal Requirement (<90%) <input type="checkbox"/> ACHIEVED Goal Requirement (90%-100%) <input type="checkbox"/> EXCEEDED Goal Requirement (101% +)
Completion Of Resume/Employment Portfolio	80% of all Youth Participants	Reported on MEAL Reported monthly	<input type="checkbox"/> FAILED Milestone Goal (<80%) <input type="checkbox"/> ACHIEVED Milestone Goal (80%) <input type="checkbox"/> EXCEEDED Goal Requirement (>80%)

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

EXHIBIT A-1 Milestone and Benchmark Goal Requirements

MEASURE	BENCHMARK PERFORMANCE GOAL	TIME OF MEASUREMENT	BENCHMARK GOAL REQUIREMENT
<p align="center">Placement in Education or Employment</p> <p align="center">County Performance Standard 65%</p>	<p align="center">65% of Youth Participants included in Measure</p>	<p>Reported on MEAL Reported monthly</p> <p>Final performance will be calculated January 2010</p>	<ul style="list-style-type: none"> <input type="checkbox"/> FAILED Benchmark Goal (<52%) <input type="checkbox"/> ACHIEVED Performance Standard (65%) <input type="checkbox"/> EXCEEDED Performance Standard (>65%)
<p align="center">Literacy and Numeracy Gains</p> <p align="center">County Performance Standard 45%</p>	<p align="center">45% of Youth Participants included in Measure</p>	<p>Reported on MEAL Reported monthly</p> <p>Final performance will be calculated January 2010</p>	<ul style="list-style-type: none"> <input type="checkbox"/> FAILED Benchmark Goal (<36%) <input type="checkbox"/> ACHIEVED Performance Standard (45%) <input type="checkbox"/> EXCEEDED Performance Standard (>45%)
<p align="center">Attainment of a Degree or Certificate</p> <p align="center">County Performance Standard 65%</p>	<p align="center">65% of youth Participants included in Measure</p>	<p>Reported on MEAL Reported monthly</p> <p>Final performance will be calculated July 2010</p>	<ul style="list-style-type: none"> <input type="checkbox"/> FAILED Benchmark Goal (<52%) <input type="checkbox"/> ACHIEVED Performance Standard (65%) <input type="checkbox"/> EXCEEDED Performance Standard (>65%)
<p align="center">Younger Youth Skill Attainment</p> <p align="center">County Performance Standard 90%</p>	<p align="center">90% of all Younger youth Participants</p>	<p>Reported on MEAL Reported monthly</p> <p>Final performance will be calculated January 2010</p>	<ul style="list-style-type: none"> <input type="checkbox"/> FAILED Benchmark Goal (<72%) <input type="checkbox"/> ACHIEVED Performance Standard (90%) <input type="checkbox"/> EXCEEDED Performance Standard >90%)
<p align="center">Follow-Up Reporting</p> <p align="center">County Performance Standard 72%</p>	<p align="center">72% of all Quarterly Contact reports will be complete, including questions and complete interview</p>	<p align="center">Measured quarterly</p> <p align="center">Final performance will be calculated October 2010</p>	<ul style="list-style-type: none"> <input type="checkbox"/> FAILED Benchmark Goal (<58%) <input type="checkbox"/> ACHIEVED Performance Standard (72%) <input type="checkbox"/> EXCEEDED Performance Standard (>72%)

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

Exhibit A-2
WIA YOUTH CONTRACTOR AND COUNTY ROLES AND RESPONSIBILITIES

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

- Has serious emotional, medical or psychological problems as documented by a professional
- Has never held a job
- Has been fired from a job within the 12 months prior to application
- Has never held a full-time job for more than 13 consecutive weeks. This applies to both Younger and Older Youth.

Program Enrollment/Registration	Contractor	County
Selection of Program Participants will occur after all youth are deemed eligible and have received the WIA application #.	X	
Youth is assigned an application number		X
Completion of Management Information System (MIS) forms	X	
	Contractor	County
Data Entry of the MIS forms completed and submitted to DSS as outlined in Youth Policies and Procedures Manual.		X
Objective Assessment/Workshops <i>Note: This information is used to develop the Individual Service Strategy (ISS).</i>		
Self Exploration	X	
Career Exploration	X	
Resumes	X	
Basic Skills Assessment	X	
Job Search Techniques	X	
Interview practice	X	
Certificate of completion (with 90% attendance and student participation in workshop)	X	
Case Management		
Individual support and planning	X	
Job leads	X	
Develops contacts	X	
Develops training plans	X	
Worksite evaluations, if applicable	X	
Face to face contact with participants on a monthly basis	X	
Narration of all contact (face to face, phone, email, mail)	X	
Participant Case Folder as outlined by DSS		
Maintain case folders	X	
Individual Service Strategy (ISS)		
Completed by applicant and case manager during individual appointments with participants	X	
Incentives as outlined by the WIB		
Incentive payments as outlined in the Youth Policies and Procedures Manual.	X	
Work Experience (WEX), Internship		
Determination of participants for work experience, internship, on the job training, or occupational skills training	X	
Development of new WEX or Internship sites	X	
Supportive Services as outlined by the WIB		

Supportive services (transportation, child care, work & training items, or occupational skills training related expenses)	X	
Exit Determination		
Applicant will submit recommendation for participant exit from WIA to DSS	X	
Follow-up	Contractor	County
WIA mandated follow-up for 1 year	X	
Completion of MIS forms	X	
Santa Barbara County WIA Contractor Goals		
Placement in employment or education	65%	X
Attainment of Degree or Certificate	65%	X
Literacy and Numeracy gains	45%	X
Younger Youth Skill Attainment Measure	90%	X
Monitoring		
Fiscal		X
Contract Goals		X
Participant Performance		X
Participant Work Activity (WEX, Internship)	X	X
Participant Case Review		X

Exhibit B

PAYMENT ARRANGEMENTS **Periodic Compensation (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 **\$ 480,496**.
- 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 through A2** 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 and back-up data (receipts, etc) to enable an audit of the charges and provide supporting documentation if so specified in **Exhibit A**. Invoices must be approved by the CONTRACTOR'S fiscal representative prior to submission for payment.
- C. **By the 25th of each month** CONTRACTOR shall submit to Jason Ramirez, WIA Analyst, an invoice for the service performed over the period specified. These invoices must cite the assigned Board Contract Number, and include information about the names, locations, elements, and mode of service delivery. 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 by the established deadline. WIA invoices will be paid in conjunction with the County's monthly cash draw from the State. Should CONTRACTOR miss the 25th of the month deadline and/or not present a satisfactory invoice and/or backup, CONTRACTOR payment will be processed with the next month's cash draw - NO EXCEPTIONS. Additionally, should CONTRACTOR be out of compliance with the program requirements including MIS paperwork, payment will not be processed until CONTRACTOR is in compliance with the programmatic terms of the contract.
- D. At an agreed upon date in November 2010 the parties shall meet to determine the number of benchmarks achieved based upon the definitions, criteria, and benchmarks as set forth in Exhibit A-1 and Exhibit A-2 of this agreement. Based on the November 2010 assessment, COUNTY shall recoup from CONTRACTOR the appropriate amount due as set forth in Exhibit A, Section VI. C. of this Agreement.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

ISY _____

OSY X

RFP Form 5

Organization—SER-JOBS FOR PROGRESS, INC.

LINE ITEM BUDGET SUMMARY (For Program Year 2007-2008)

A. SALARIES AND EMPLOYEE BENEFITS

Salaries - List each position, hourly rate, total cost for position, percentage working on WIA and funding requested. Also include a brief summary of the WIA associated duties for which funding is requested.

Position(s)	Hourly Rate	Annual Total Cost For Position	% Applicable to WIA	Funding Requested
1. Project Coordinator (FTE)	\$24.25	\$50,430	54%	\$27,232.
Associated Duties:				
2. Case Manager x 4 (PTE)	\$18.00	\$108,000	54%	58,320
Associated Duties:				
3. Workshop Facilitator/Recruitment-Placement Spec (PTE)	\$18.00	\$27,000	54%	14,580
Associated Duties:				
4. Quality Assurance/Clerical Support x 2 (PTE)	\$14.00	\$28,000	54%	15,120
Associated Duties:				
5.				
Associated Duties:				
6.				
Associated Duties				
Sub-Total Salaries:				\$115,252

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

Type of Employee Benefit – Briefly Describe	Total Cost of Benefit	% Applicable to WIA	Funding Requested
1. Payroll Taxes (FICA, SUI, & W/C)	\$29,161	54%	\$15,747
2. Health Insurance Average \$350/FTE employee	4,200	54%	2,268
3. Pension 5% of gross salary after 6 mo employed forFTE	1,261	54%	681
4.			
Sub-Total Employee Benefits	\$34,622	54%	\$18,696
TOTAL SALARIES AND EMPLOYEE BENEFITS	\$248,052		\$133,948

B. SERVICES AND SUPPLIES

1) Services - List any consultant(s) or contract services – briefly describe.

Name of Consultant(s)/Contract Services	Total Cost of Service/Contract	% Applicable to WIA	Funding Requested
1. Independent Audit (\$8,200 x 9.45% x 54%)	\$8,200	5.1%	\$419
2.			
3.			
4.			
5.			
Sub-Total Services	\$8,200	5.1%	\$419

2) Supplies For Administration/Program

<p style="text-align: center;">Item</p> <p>Provide a detailed breakdown of expenses in space provided below for each item</p>	Total Costs	% Applicable to WIA	Funding Requested
<p>1. Office Expenses` \$300/mo x 12 mo. for consumables, including copies @ 5¢/ea.</p>	\$3,600	54%	\$1,944
<p>2. Telephone \$50/mo x 12 mo (2 sites/City of Santa Barbara & 2 sits/Housing Authority)</p>	1,200	54%	648
<p>3. Mileage/Travel 350 mi/mo/staff person x 6 FTE/PTE staff x 12 mo. X .485¢ Lodging @ \$145/night x 14 nights; per diem @ \$59/day x 14 days; auto rental @ \$25/day x 14 days</p>	15,428	54%	8,331
<p>4. Postage, Advertising, Printing Postage—\$41 x 4 rolls (100 stamps/roll) Advertising—Estimated amount for newspaper advertisement \$500 Printing—Business cards, letterhead, envelopes, etc. \$500</p>	1164	54%	629
<p>5.</p>			
<p>6.</p>			
<p>7.</p>			
Sub-Total Supplies	\$21,054	54%	\$11,552

3) Supplies For Clients

Item	Total Costs	% Applicable to WIA	Funding Requested
Provide a detailed breakdown of expenses in the space provided.			
1. Supportive Services	\$12,000	54%	\$6,480
Clothing, tools, uniforms, GED books/supplies/test fee, etc. \$100/client x 120			
2. Supplies	3,300	54%	1,782
Workshop materials/supplies, assessment tools \$22/client x 150			
3. Mileage/Travel	10,185	54%	5,500
10 miles/day x .485¢/mi x 30 days x 70 clients			
4. Vocational/Occupational Training	8,000	70%	5,600
Books, materials, supplies \$100/client x 80			
5. Subsidized Employment/Internships/Stipends	46,008	100%	46,008
\$7.50/hr x 20 hrs/wk x 6 wks = \$900 (Oct '07 to Dec. '07) \$8.00/hr x 20 hrs/wk x 6 wks = \$960 (Jan '08 to Sep '08) Will use avg of \$945/client x 30 plus FICA & W/C			
6. Incentives	\$7,500	54%	4,050
Stipend for completion of GED, CDs, vouchers for McDonalds, Pizza, etc. \$50/client x 150			
7.			
Sub-Total Supplies	\$86,993		\$69,420
TOTAL SERVICES AND SUPPLIES	\$116,247		\$81,391

A. SALARIES AND EMPLOYEE BENEFITS

Salaries - List each position, hourly rate, total cost for position, percentage working on WIA and funding requested. Also include a brief summary of the WIA associated duties for which funding is requested.

Position(s)	Hourly Rate	Annual Total Cost For Position	% Applicable to WIA	Funding Requested
1. Project Coordinator (FTE) Associated Duties:	\$24.84	\$51,660	54%	\$27,896
2. Case Manager x 4 (PTE) Associated Duties:	\$18.00	\$108,000	54%	58,320
3. Workshop Facilitator/Recruitment-Placement Spec. (PTE) Associated Duties:	\$18.00	\$27,000	54%	14,580
4. Quality Assurance/Clerical Support x 2 (PTE) Associated Duties:	\$14.00	\$28,000	54%	15,120
5. Associated Duties:				
6. Associated Duties				
Sub-Total Salaries:		\$115,916		

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

Type of Employee Benefit – Briefly Describe	Total Cost of Benefit	% Applicable to WIA	Funding Requested
1. Payroll Taxes (FICA, SUI, & W/C)	\$26,436	54%	\$14,275
2. Health Insurance Average \$350/FTE employee	4,200	54%	2,268
3. Pension 5% of gross salary after 6 mo employed for FTE	2,583	54%	1,395
4.			
Sub-Total Employee Benefits	\$33,219	54%	\$17,938
TOTAL SALARIES AND EMPLOYEE BENEFITS	\$247,879		\$133,854

B. SERVICES AND SUPPLIES

1) Services - List any consultant(s) or contract services – briefly describe.

Name of Consultant(s)/Contract Services	Total Cost of Service/Contract	% Applicable to WIA	Funding Requested
1. Independent Audit (\$8,200 x 9.45% x 54%)	\$8,200	5.1%	\$419
2.			
3.			
4.			
5.			
Sub-Total Services	\$8,200	5.1%	\$419

2) Supplies For Administration/Program

<p style="text-align: center;">Item</p> <p>Provide a detailed breakdown of expenses in space provided below for each item</p>	Total Costs	% Applicable to WIA	Funding Requested
<p>1. Office Expenses` \$250/mo x 12 mo. for consumables, including copies @ 5¢/ea.</p>	\$3,000	54%	\$1,620
<p>2. Telephone \$50/mo x 12 mo (2 sites/City of Santa Barbara & 2 sits/Housing Authority)</p>	1,200	54%	648
<p>3. Mileage/Travel 300mi/mo/staff person x 6 FTE/PTE staff x 12 mo. X .485¢ Lodging @ \$145/night x 6 nights; per diem @ \$59/day x 6 days; auto rental @ \$25/day x 6 days</p>	11,850	54%	6,399
<p>4. Postage, Printing Postage—\$41 x 4 rolls (100 stamps/roll) Printing—Business cards, letterhead, envelopes, etc. \$400</p>	564	54%	305
<p>5.</p>			
<p>6.</p>			
<p>7.</p>			
Sub-Total Supplies	\$16,614	54%	\$8,972

3) Supplies For Clients

Item	Total Costs	% Applicable to WIA	Funding Requested
Provide a detailed breakdown of expenses in the space provided.			
1. Supportive Services	\$2,600	54%	\$1,404
Clothing, tools, uniforms, GED books/supplies/test fee, etc. \$100/client x 26			
2. Supplies	704	54%	380
Workshop materials/supplies, assessment tools \$22/client x 32			
3. Mileage/Travel	2,183	54%	1,179
10 miles/day x .485¢/mi x 30 days x 15 clients			
4. Vocational/Occupational Training	1,500	70%	1,050
Books, materials, supplies \$100/client x 15			
5. Subsidized Employment/Internships/Stipends	15,934	100%	15,934
\$8.00/hr x 20 hrs/wk x 6 wks = \$960 \$960/client x 15 plus FICA & W/C			
6. Incentives	\$1,600	54%	864
Stipend for completion of GED, CDs, vouchers for McDonalds, Pizza, etc. (\$50 x 32)			
7.			
Sub-Total Supplies	\$24,521		\$20,811
TOTAL SERVICES AND SUPPLIES	\$49,335		\$30,201

C. OPERATING EXPENSES

<i>Item</i>	Funding Requested
1. Facility Costs \$100/mo x 12 mo x 4 sites x 54% (City of Santa Barbara & Housing Authority)	\$2,592
Note: WIA funds requested to pay for facilities costs (not included in overhead or indirect) will require back-up before contract.	
2. Equipment Lease/Rental	
Note: WIA funds requested to purchase or lease equipment (not included in overhead or indirect) will require back-up before purchase.	
3. Insurance (Refer to General Contract Provisions for Insurance Requirements) \$23,183 x 9.45% x 54%	\$1,183
4.	
5.	
6.	
7.	
Total Operating Expenses	\$3,775
Indirect Cost Rate/Overhead Rate	29,950
TOTAL WIA FUNDS REQUESTED	\$197,781

LINE ITEM BUDGET SUMMARY (For Follow-Up Year 2009-2010)

A. SALARIES AND EMPLOYEE BENEFITS

Salaries - List each position, hourly rate, total cost for position, percentage working on WIA and funding requested. Also include a brief summary of the WIA associated duties for which funding is requested.

Position(s)	Hourly Rate	Annual Total Cost For Position	% Applicable to WIA	Funding Requested
1. Quality Assurance/Clerical Support (PTE)	\$15.00	\$22,500	54%	\$12,150
Associated Duties:				
2.				
Associated Duties:				
3.				
Associated Duties:				
4.				
Associated Duties:				
5.				
Associated Duties:				
6.				
Associated Duties:				
Sub-Total Salaries:				\$12,150

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

Type of Employee Benefit – Briefly Describe	Total Cost of Benefit	% Applicable to WIA	Funding Requested
1. Payroll Taxes (FICA, SUI, & Workmans Comp)	\$2,887	54%	\$1,559
2. Health Insurance (Not Applicable)			
3. Pension (Not Applicable)			
4.			
Sub-Total Employee Benefits	\$2,887	54%	\$1,559
TOTAL SALARIES AND EMPLOYEE BENEFITS	\$25,387		\$13,709

B. SERVICES AND SUPPLIES

3) Services - List any consultant(s) or contract services – briefly describe.

Name of Consultant(s)/Contract Services	Total Cost of Service/Contract	% Applicable to WIA	Funding Requested
1. Independent Audit (Not Applicable)	0	0	0
2.			
3.			
4.			
5.			
Sub-Total Services	\$0		\$0

4) Supplies For Administration/Program

Item Provide a detailed breakdown of expenses in space provided below for each item	Total Costs	% Applicable to WIA	Funding Requested
1. Office Expenses \$25/mo x 12 mo. (consumables, including copies @ .05 each)	\$300	54%	\$162
2. Telephone \$25/mo x 12 mo. X 1 site (City of Santa Barbara or Housing Authority)	\$300	54%	162
3. Mileage/Travel 200 mi/mo x 12 mo. X .485¢/mi Lodging @ \$145/night x 4 nights; per diem @ \$59/day x 4 days; auto rental @ \$25/day x 4 days	\$2,080	54%	1,124
4. Postage Postage—\$41 x 2 rolls (100 stamps/roll)	\$82	54%	44
5.			
6.			
7.			
Sub-Total Supplies	\$2,762	54%	\$1,492

5) Supplies For Clients

Item	Total Costs	% Applicable to WIA	Funding Requested
Provide a detailed breakdown of expenses in the space provided.			
1. Supportive Services	\$7,200	54%	\$3,888
Clothing, tools, uniforms, GED books/supplies/test fee, etc. \$150/client x 48			
2. Supplies (N/A)			
3. Mileage/Travel	2,619	54%	1,414
10 miles/day x .485¢/mi x 30 days x 18 clients			
4. Vocational/Occupational Training (N/A)			
5. Subsidized Employment/Internships/Stipends (N/A)			
6. Incentives			
7.			
Sub-Total Supplies	\$9,819	54%	\$5,302
TOTAL SERVICES AND SUPPLIES	\$12,581		\$6,794

C. OPERATING EXPENSES

<i>Item</i>	Funding Requested
1. Facility Costs \$100/mo x 12 mo x 54% (City of Santa Barbara or Housing Authority)	\$648
Note: WIA funds requested to pay for facilities costs (not included in overhead or indirect) will require back-up before contract.	
2. Equipment Lease/Rental	
Note: WIA funds requested to purchase or lease equipment (not included in overhead or indirect) will require back-up before purchase.	
3. Insurance (Refer to General Contract Provisions for Insurance Requirements)	
4.	
5.	
6.	
7.	
Total Operating Expenses	\$648

Indirect Cost Rate/Overhead Rate	\$3,750
TOTAL WIA FUNDS REQUESTED	\$24,901

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts NOT REQUIRING professional liability insurance

INDEMNIFICATION

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.

INSURANCE

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 coverages are 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 [above] 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 if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

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.

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 Program Administrator 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

General Provisions and Standards of Conduct

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

1. Compliance –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. 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.

3. Safeguarding PHI

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

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

4. 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.

5. 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.

E_____

¹ "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.

² "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.

6. 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.

7. 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.

8. 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.

9. Accounting of Disclosure

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.

10. 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.

11. 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 8 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.

12. 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.

13. 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.

14. 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.

15. Definitions

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

16. 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 07/08; FY 08/09; FY 09/10
- D2. Budget Unit Number: 044
- D3. Requisition Number :
- D4. Department Name :Social Services
- D5. Contact Person : Rhonda Macdonald
- D6. Phone : (805) 346-7294

- K1. Contract Type (*check one*): Personal Service Capital Project/Construction
- K2. Brief Summary of Contract Description/Purpose : WIA Out of School Services
- K3. Original Contract Amount : \$480,496
- K4. Contract Begin Date : 10/01/07
- K5. Original Contract End Date : 09/30/2010
- 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 (zero)
- B3. Number of Competitive Bids (*if any*) : 3
- B4. Lowest Bid Amount (*if bid*) : N/A
- B5. If Board waived bids, show Agenda Date : N/A
- B6. ... and Agenda Item Number : #
- B7. Boilerplate Contract Text Unaffected? (*Yes / or cite ¶¶*) : 5, 12, 30

- F1. Encumbrance Transaction Code : 1701
- F2. Current Year Encumbrance Amount : \$193,361
- F3. Fund Number : 0055
- F4. Department Number : 044
- F5. Division Number (*if applicable*) : 5810
- F6. Account Number : 7510
- F7. Cost Center number (*if applicable*) : 5365
- F8. Payment Terms : Net 30

- V1. Vendor Numbers (*A=auditor; P=purchasing*) :
- V2. Payee/Contractor Name : SER Jobs for Progress
- V3. Mailing Address : 407 S. Clovis Avenue, Suite 109
- V4. City State (*two-letter*) Zip (*include +4 if known*) : Fresno CA 93727
- V5. Telephone Number : (805) 964-8857
- V6. Contractor's Federal Tax ID Number (*EIN or SSN*) : 94-2188609
- . Contact Person : Rebecca Mendibles
- V8. Workers Comp Insurance Expiration Date: 7/1/2008
- V9. Liability Insurance Expiration Date[s] (*G=enl; P=rofl*) : 9/27/2007
- V10. Professional License Number : #
- V11. Verified by (*name of County staff*) : Rhonda Macdonald
- 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 : _____