

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and **Santa Maria Valley Youth and Family Center** having its principal place of business at **105 N. Lincoln St., Santa Maria, CA 93458** (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.** **Katharina Zulliger, Kids Network Coordinator** at phone number **(805) 346-8222** is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. **William Rogers, Executive Director** at phone number **(805) 928-1707** is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

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

To COUNTY: **Katharina Zulliger, Kids Network Coordinator, 2125 S. Centerpointe Parkway, Santa Maria, CA 93455**

To CONTRACTOR: **William Rogers, Executive Director, 105 N. Lincoln St., Santa Maria, CA 93458**

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

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

4. **TERM.** CONTRACTOR shall commence performance on **October 1, 2010** and end performance upon completion, but no later than **June 30, 2011** unless otherwise directed by COUNTY or unless earlier terminated. The COUNTY at the end of the Agreement term has an option to renegotiate two (2) additional annual year renewals (July-June), without re-bidding. The renewal determination is expected to be made mid-way through the Agreement term and will be contingent upon CONTRACTOR's satisfactory achievement of agreed upon performance measures. In case of a renewal, a new budget must be submitted. If terms and conditions change, a revised Statement of Work will be written.

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

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

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

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

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

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

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

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

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

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

Additionally, Contractor is required to comply with all requirements and responsibilities in Circular A-133 *Audits of State, Local Governments, and Non-Profit Organizations* from the Office of Management & Budget (OMB A-133), as applicable to their specific entity and expenditures of federal funds. Such requirements and responsibilities that may apply to the Contractor include Single Audits, program-specific audits, and/or pass-through entity responsibilities including identifying and monitoring sub recipients and vendors, as defined within OMB A-133. Contractor will substantiate to County annual compliance with those portions of OMB A-133 which apply to the Contractor.

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

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

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

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

17. **TERMINATION.**

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

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

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not 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 is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

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

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

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

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

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

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

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

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

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Santa Maria Valley Youth and Family Center**.

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

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Management

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Santa Maria Valley Youth and Family Center.

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

CONTRACTOR

By: _____

Date: _____

Exhibit A-1 Indicators
EXHIBIT A

STATEMENT OF WORK

SUMMARY:

The purpose of this Agreement is for the CONTRACTOR to provide an array of comprehensive targeted and evidence-based/informed child abuse and neglect services in collaboration with its community-based partners. To provide these coordinated services, the CONTRACTOR and its subcontractors, the Santa Maria Healthy Start and Guadalupe Family Services Center (hereafter Subcontractors), have formed the North County Child Abuse Prevention Collaborative (hereafter Collaborative). Services to be provided by the Collaborative include intensive family case management, risk-factor screenings, in-home parenting education using the “Incredible Years” curriculum and parent leadership development.

Roles and Responsibilities

1. CONTRACTOR and Subcontractors are jointly responsible for meeting the performance outcomes and achieving the Agreement goals through the services provided.
2. CONTRACTOR is responsible for providing oversight, reporting to County and ensuring that all terms and conditions of this Agreement are met.
3. Under this Agreement, CONTRACTOR will provide therapeutic services to families as detailed in scope of services.
4. Subcontractors will provide family case management as detailed in Scope of Services.
5. CONTRACTOR and Subcontractors will coordinate intensive services and case management to achieve the best possible outcome for the family.
6. CONTRACTOR will provide training and support to the Subcontractor to ensure high quality child abuse and neglect prevention services are provided.

SCOPE OF SERVICES:

A. CONTRACTOR shall:

1. Provide intensive targeted child abuse and neglect prevention services to 110 unduplicated families at risk of child abuse and neglect as depicted in Exhibit A-2 & A-3. 78 families shall receive family case management services only. 32 families shall receive therapeutic in-home services in combination with family case management. These numbers are targets and may be adjusted upon mutual agreement.
2. Provide in-person screening for child abuse and neglect risk-factors where appropriate to 200 parents and make referrals to community supports and services outside the Collaborative as appropriate.

Exhibit A-1 Indicators

3. As part of the therapeutic in-home services in combination with case management include a minimum of the following types of supports for the families:
 - a) 12 parent education sessions and 12 “in-vivo” skills practice sessions with their children using the “Incredible Years Home Visitor Model” during a 9-month period;
 - b) Regular progress reviews regarding case management services provided through Subcontractors.
4. As part of its intensive case management services include at a minimum the following types of supports and assessments for families:
 - a) Individualized case plan created through the Family Development Matrix (FDM) taking into account the needs identified through the protective factors survey and prioritizing safety of the child;
 - b) FDM follow-up assessment every three (3) months;
 - c) Comprehensive services to help the family connect with services and supports designed to increase protective factors and minimize risk-factors for child abuse and neglect;
 - d) Two one-hour follow-up contacts monthly at a location convenient for the family with each case managed family while the case plan is active;
 - e) Designated services for children with special needs;
 - f) Protective Factors Survey (pre- and post-test);
 - g) Family satisfaction survey upon completion of service;
 - h) Opportunities and training for the parent or caregiver to participate in an agency parent advisory council or the Child Abuse Prevention Council’s parent leadership group.
5. Meet quarterly with Subcontractors for case review, cross-training, process improvement and evaluation purposes. A report or minutes from these meetings shall be provided to County as part of the semi-annual reporting requirement.
6. Keep the records on each family served. Records may include but are not limited to: a copy of the service delivery plan, a chronological list of all contacts with a summary of topics discussed and/or services provided, as well as follow-up, compliance and outcome information. Reporting requirements are outlined further in the reporting section below.
7. Provide semi-annual reports for the Collaborative, as well as individual agencies within the Collaborative, which include at minimum, performance measure targets, service details, aggregate client satisfaction information on families served and activities completed in agreed upon format.

Exhibit A-1 Indicators

8. Submit samples of client satisfaction instruments to County liaison upon commencement of Agreement period and keep completed satisfaction surveys on file for all services provided under this Agreement. County liaison may periodically review surveys or request aggregate data as needed.
9. Upon commencement of Agreement provide evidence of a parent leadership component included in their program or services or within nine months demonstrate meaningful parent engagement efforts toward including such a component. CONTRACTOR shall participate in all parent engagement efforts of the Child Abuse Prevention Council.
10. Meet quarterly with County liaison to review and streamline process across agencies and Collaborative.
11. Be a member in good standing of the Santa Barbara County Child Abuse Prevention Council, and collaborate and coordinate as appropriate with other service providers of family support type programs, and other applicable services to ensure county-wide coordination and facilitate access for families to needed services.
12. Ensure that all staff working under this Agreement have received Mandated Reporter training within the last two years.
13. Participate in all relevant trainings provided regarding outcome tracking tools.
14. Refer any families where a reasonable suspicion of child abuse and neglect becomes apparent during services period to Child Welfare Services (CWS).

B. County shall:

1. Serve as a liaison to CONTRACTOR for all technical matter regarding this Agreement, expected outcomes and regulations and/or the applicable funding from federal, state and local funding sources.

REPORTING REQUIREMENTS

CONTRACTOR will submit at a minimum semi-annual detailed reports which includes the following:

High Intensity Services:

1. Number of new families receiving case management only
2. Number of new families receiving intensive in-home therapeutic and case management services combined
3. Number of children in each family and their ages
4. How family accessed services / came to attention of CONTRACTOR
5. Risk factors identified for the family
6. Language and ethnicity of each family member

Exhibit A-1 Indicators

7. Service begin date / service end date
8. Summary of services received by family
9. Performance outcome tracked for family

Low intensity services:

- a) Number of families screened
- b) Number of families with risk-factors present and type of referral made

Training Collaborative Meetings and Other Client Services

1. Report of meeting minutes from Collaborative meeting with Subcontractors
2. List of trainings provided to Subcontractors or staff
3. Annual aggregate client satisfaction outcomes
4. Mandated Reporter Training Certificates and/or dates and name of instructor of Mandated Reporter Training

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

PROGRAM REVIEWS/AUDITS

CONTRACTOR will be subject to audits that cover all fiscal and programmatic terms and conditions of the Agreement and/or prescribed by the State, including cost allocation methodologies. CONTRACTOR will be responsible for reimbursement to COUNTY for all disallowed costs.

PERFORMANCE MEASURES/OUTCOMES

1. Of the 32 high-risk families who complete the Incredible Years Home Visiting (IYHV) Program provided by CONTRACTOR, 27 parents (about 85%) will increase their level of competency in the domains of “Appropriate Discipline”, “Positive Parenting” and “Clear Expectations” as demonstrated by their higher scores on corresponding Post-Treatment PPI Summary Scales.
2. Of the 32 high-risk families who complete the Incredible Years Home Visiting (IYHV) Program provided by CONTRACTOR, 27 parents (about 85%) will have at least a 15% increase in their mean Post-Treatment Protective Factors scores in the domains assessing protection factors of “Child Development Knowledge” and “Nurturing and Attachment.”
3. 85% of the families receiving case management services through the Collaborative will achieve an increase of one point on 5 of the indicators as measured by the Family Development Matrix.

Exhibit A-1 Indicators

4. A minimum of four (4) parents will show good or excellent results in each area measured by the indicators listed in Exhibit A-1 as evidenced by CONTRACTOR progress records on participating parents.

GENERAL AGREEMENT 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 Child Abuse and Neglect Prevention Services and within the approved budget.
- B. CONTRACTOR will obtain prior written approval from County, prior to purchasing any furniture, equipment, EDP hardware or software funded through this Agreement. CONTRACTOR will return to County upon expiration or termination of this Agreement all furniture, equipment, EDP hardware or software purchased or provided to CONTRACTOR under this Agreement.

Exhibit A-1 Indicators

Parental Resilience Related to *Parent Leadership and Involvement in Prevention*

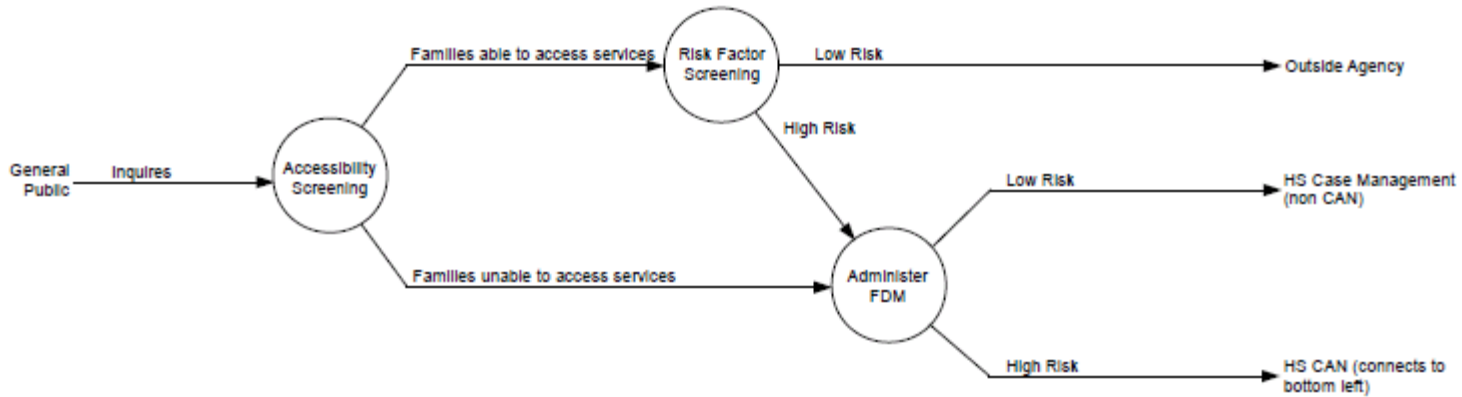
No programs listed on the [FRIENDS Program Directory*](#) are related to this sub-domain.

Short-term	Intermediate / Long-term
<p>Outcome</p> <p>Parents are prepared to assume a leadership role in developing and implementing program policies and activities.</p> <p>Indicators</p> <ul style="list-style-type: none"> • Parents report feeling welcome to participate on boards and committees. • Parents know how to meaningfully participate on boards and committees. • Parents report feeling confident enough to contribute ideas to boards and committees. • Parents know how to volunteer to participate on boards and committees. • Parents demonstrate an understanding that childcare, transportation, and work leave issues will affect levels of board and committee involvement. 	<p>Outcome</p> <p>Parents assume an active role in developing and implementing program policies and activities.</p> <p>Indicators</p> <ul style="list-style-type: none"> • Parents have resources and supports in place to participate on boards and committees. • Parents serve on advisory boards and committees, such as boards of directors, curriculum development, and evaluation committees, etc. • Parents attend organization-wide trainings, and conferences. • Parents make suggestions for program services/activities. • Parents design and implement program activities in partnership with program staff. • Parents advocate for community support of the program via outreach, legislative advocacy, or public awareness.
<p>Outcome</p> <p>Parents are prepared to enter into mentoring relationships with other parents, agency staff, board members, policymakers, or funders.</p> <p>Indicators</p> <ul style="list-style-type: none"> • Parents identify personal boundaries they should establish/maintain in order to participate in a mentoring relationship. • Parents identify opportunities to develop mentoring relationships with other parents, agency staff, board members, policy makers or funders. • Parents express interest in mentoring other parents (and/or staff). 	<p>Outcome</p> <p>Parents develop mentoring relationships with parents, agency staff, board members, policymakers, or funders.</p> <p>Indicators</p> <ul style="list-style-type: none"> • Parents mentor new staff. • Parents mentor new program participants. • Parents help facilitate other mentoring relationships between parents and other parents, agency staff, board members, policymakers, or funders.

* Listing a program does not imply endorsement by FRIENDS or the Children's Bureau. Programs listed are from the [FRIENDS' Program Directory](#) and were selected based on their relevancy to child abuse & neglect prevention & their presence on four EBP national registries. Certainly, there are many programs missing from the Directory, not because they are unworthy, but because they were either not brought to FRIENDS' attention or because information on them was not readily available at the time this document was completed.

Exhibit A-2 Flow of Services North County Child Abuse and Neglect (CAN) Collaborative

Healthy Start (HS)



SMV Youth and Family Center (SMVYFC)

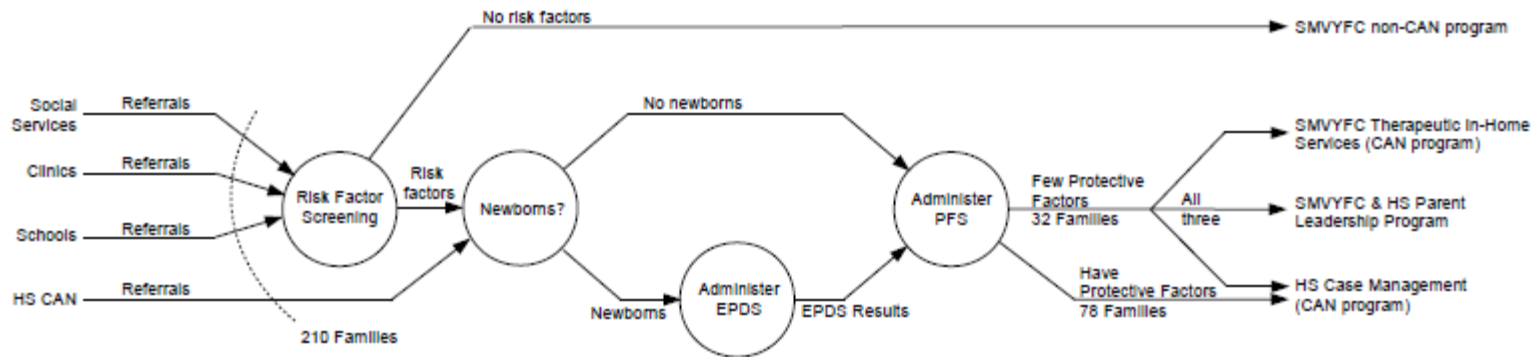


EXHIBIT A-3 FLOW OF INFORMATION

Subcontractors

INITIAL CONTACT: Families inquiring about children's services.

1. Families who are inquiring about children's health issues or possible resources in the community and are able to obtain those services without assistance.
 - Families are provided Information and referral services.
2. Families who are inquiring about children's health issues and who are in need of services but may encounter barriers to obtaining services for their children.
 - Families offered case management services.
 - Between the CAN partner programs 200 families will be screened for child abuse risk factors.

SCREENING: Administration of Family Development Matrix to assess for family case management needs and risk of child abuse/neglect.

1. If FDM indicates no risk of child abuse/neglect refer to general Healthy Start Program for case management services.
2. If FDM indicates possible risk of child abuse/neglect refer to Collaborative for case management service. Collaborative will administer the Edinburgh Postnatal Depression Scale if the family has a new-born child (3 months) and the Protective Factors Survey (PPS) when there is a potential for child abuse/neglect as indicated by the presence of one or more of the following risk factors :
 - Domestic Violence
 - Alcohol and Drug abuse
 - Untreated mental illness
 - Lack of parenting skills
 - Stress and lack of support

REFERRAL AND SERVICES:

1. If combined score on the PPS is <104 or the EPDS <10 the family remains in the case management program only.
 - 78 families will receive the case management services without therapeutic services with special attention to the reduction of those family stresses that could lead to child abuse/neglect. Case management services include but are not limited to:
 - Health insurance assistance
 - Dental screenings and follow-up
 - Parent education workshops
 - Financial literacy workshop
 - Basic needs assistance
 - Translation service
 - Referral

EXHIBIT A-3 FLOW OF INFORMATION

2. If combined score on the PPS is >103 or the EPDS >11 the family will be referred to CONTRACTOR for therapeutic services.
 - 32 families will receive the above case management services and therapeutic in-home services. Therapeutic in-home services include:
 - Clinical Assessment
 - Treatment Planning
 - The Incredible Years Home Visitor/Coaching Program.
 - Discharge planning.
3. The Family Advocate will encourage parents receiving services to participate in the Parent Advisory Council/Parent Leadership Program for their area Healthy Start Programs.
 - At intake orientation the Family Advocate will provide participating parents with printed information detailing how they can support their Healthy Start Collaborative in meaningful ways to improve and enhance services for their children by pursuing leadership roles.
 - The Healthy Start programs will provide opportunities for parents to participation in the promotion of Healthy Start services at community events.
 - Parents will attend the CAPC Parent Conference.
 - The Healthy Start Collaborative will host a parent advisory committee to help evaluate current services and advocate for services to fill unmet needs. Parents give feedback about program successes, barriers, or additional services.

TRACKING AND REPORTING:

1. Families without therapeutic services
 - Family Development Matrix
 - Required service data for semi-annual reports
 - Family Satisfaction Survey
2. Families with therapeutic services will additionally track and report
 - Protective Factors Survey – pretest
 - Referrals for therapeutic services originating with the Healthy Starts
3. Parent Leadership
 - Documentation of orientation to parent leadership component.
 - Documentation of community events
 - Attendance logs for participating parents in community events, advisory meetings, etc.

TRAINING:

Family Development Matrix
Protective Factors Survey
Edinburgh Postnatal Depression Survey
Interviewing techniques
Child abuse identification/reporting
CAPC Parent Leadership Conference

EXHIBIT A-3 FLOW OF INFORMATION

CONTRACTOR

INITIAL CONTACT: Families referred for therapeutic intervention and treatment services for their children at school-based, clinic-based, and off-site (mental health, DSS) programs.

Families that present with the presence of one or more of the following risk factors:

- Domestic Violence
- Alcohol and Drug abuse
- Untreated mental illness
- Lack of parenting skills
- Stress and lack of support

SCREENING: Within the Collaborative 200 families will be screened for child abuse risk factors.

1. If no risk factors present or there is an active case opened in CWS refer to appropriate SMVYFC program.
2. If families have risk factors present administer Protective Factor Survey and the Edinburgh Postnatal Depression Score (EPDS) if family has a new-born (3 months) child.

REFERRAL AND SERVICES:

1. If combined score on the PPS is <103 and the EPDS is <10 the family refer to Healthy Starts for case management services only.
 - 78 families will receive the case management services without therapeutic services with special attention to the reduction of those family stresses that could lead to child abuse/neglect. Case management services include but are not limited to:
 - Health insurance assistance
 - Dental screenings and follow-up
 - Parent education workshops
 - Financial literacy workshop
 - Basic needs assistance
 - Translation service
 - Referral
2. If combined score on the PPS is >104 and the EPDS is >11 the family will be referred to Healthy Starts for case management services and will be offered SMVYFC's therapeutic in-home service.
 - 32 families will receive the above case management services and therapeutic in-home services. Therapeutic in-home services include:
 - Assessment
 - Treatment Planning
 - The Incredible Years Parent Program
 - Discharge planning.

EXHIBIT A-3 FLOW OF INFORMATION

4. Home Visitors will encourage parents receiving services to become active in the Healthy Start Collaborative in their area.
 - At intake orientation and again at discharge planning the Home Visitor will provide participating parents with printed information detailing how and where they can connect with a Healthy Start Family Advocate and begin to get involved in meaningful efforts to improve and enhance locally available services for their children and themselves.

TRACKING AND REPORTING:

1. Families receiving therapeutic in-home services
 - Protective Factors survey (pre and post)
 - Parenting Practices Interview
 - Required service data for semi-annual reports
 - Family Satisfaction Survey
 - Case Management referrals originating with SMVYFC.
2. North County CAN Collaborative
 - Ensure Subcontractor compliance with all required reporting
 - Report Subcontractor and CONTRACTOR results in joint bi-annual report to County.

TRAINING:

- Protective Factors Survey
- Edinburgh Postnatal Depression Survey
- Interviewing techniques
- Child Abuse identification/reporting
- Case Management Practices utilized by the Healthy Starts
- Parent Leadership models
- CAPC Parent Leadership Conference
- Zoomerang

EXHIBIT A-3 FLOW OF INFORMATION
NORTH COUNTY CHILD ABUSE & NEGLECT COLLABORATIVE

INITIAL CONTACT: Any family presenting at SMVYFC, Guadalupe Healthy Start, or Santa Maria Healthy Start will be referred to the appropriate services independent of eligibility for grant services.

SCREENING: The Collaborative will jointly agree upon

- Case management services
- At risk indicators for screening
- Referral process and follow-up

SERVICES:

- Collaborative will develop protocols for families served jointly.
- Collaborative will develop a joint Parent Advisory/Leadership Council

TRACKING AND REPORTING:

The NCCAN Collaborative will meet quarterly to review the progress of the CAN programs:

- Programming – Are the programs operating as described?
- Clientele – Are the target populations being served?
- Compliance – Are the programs compliant?
- Outcomes – Are the partners meeting their outcomes?
- Effectiveness – Are the programs having their intended affect?
- Problems – Problem solve barriers and obstacles.
- Improvements – What can be done to streamline overly burdensome protocols? How can we become more efficient while maintaining fidelity to the intent of the CAN?

TRAINING: Collaborative will cross train staff to familiarize line and supervisory staff with services, as well as the logic model for the Collaborative.

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **127,000**.

B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon **Attachment B-1**. Invoices submitted for payment must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **Exhibit A**.

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

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

COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory within the costs basis of **Attachment B-1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.

D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

E. Tracking of Expenses: CONTRACTOR shall inform County when seventy-five percent (75%) of the Maximum Agreement Amount has been incurred based upon CONTRACTOR's own billing records. CONTRACTOR shall send such notice to those persons and addresses which are set forth in the Agreement, Section 2 (NOTICES).

F. Six-Month Billing Limit: Unless otherwise determined by state or federal regulations all original invoices under this Agreement must be received by County within six (6) months from the date of service to avoid possible payment reduction or denial for late billing.

Exhibit B-1

LINE ITEM BUDGET

Name of Applicant Agency: **SMVYFC**

Please provide a line item budget for the term of the contract (10/1/10 – 6/30/11). Please do not forget to include any proposed cost of living or performance appraisal merit increases in your proposed budget.

Term Beginning: 10/1/2010

Term Ending: 6/30/2011

A. SALARIES AND EMPLOYEE BENEFITS

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

Position(s)	Full-Time Equivalent (FTE) ¹	Budget for Contract Term
Direct Service Positions		
Home Visitor @ \$17.00 X 1,560 hours	100.0%	\$26,520
Home Visitor @ \$24.54/hr X 312 hours	20.0%	\$7,657
Family Advocate @ \$16.50/hr X 1,328 hours	100.0%	\$21,912
Family Advocate @ \$16.50/hr X 580 hours	42.0%	\$9,570
Administrative Positions		
Administrative Salaries (various)	7.8%	\$5,192
Sub-Total Salaries:		\$70,851

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

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

Type of Employee Benefit	Budget for Contract Term
Direct Service Staff	
Health, Dental, Life Ins, W/C, payroll taxes, SUI, SDI	24% \$16,885

Exhibit B-1

Administrative Staff		
Health, Dental, Life Ins, W/C, payroll taxes, SUI, SDI	9%	\$452
Sub-Total Employee Benefits		\$17,337
Percentage Benefits		24%
TOTAL SALARIES AND EMPLOYEE BENEFITS		\$88,188

LINE ITEM BUDGET

B. SERVICES AND SUPPLIES

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

Name of Consultant(s)/Contract Services	Budget for Contract Term
Independent Audit: Glenn, Burdette, Phillips, Bryson, CPA	\$300
Information Technology Services: Tapestry Systems, Inc.	\$200
Subcontractor (CAC) in this Collaborative Project	\$25,337
Trainer/Consultant for Home Visitors @ \$35.00 X 264 hours	\$9,240
Sub-Total Services	\$35,077

2) Supplies

Item	Budget for Contract Term
Office Expense*	\$200
Program Expense*	\$349
Telephone*	\$400
Mileage*	\$846
Other*	\$517
Sub-Total Supplies	\$2,312
TOTAL SERVICES AND SUPPLIES	\$37,389

Exhibit B-1

LINE ITEM BUDGET

C. OPERATING EXPENSES

Item*	Budget for Contract Term
Facility Lease/Rental	\$151
Equipment Lease/Rental*	
Furnishings*	
Maintenance	\$426
Utilities	\$252
Insurance (Refer to General Contract Provisions for Insurance Requirements)	\$500
Other*	\$94
Indirect Costs	
Total Operating Expenses	\$1,423
GRAND TOTAL LINE ITEM BUDGET	\$127,000
Minus Revenue	
TOTAL BEING REQUESTED	\$127,000

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS For contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

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

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

Indemnification pertaining to Professional Services:

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

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

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

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

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

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

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

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

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

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

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

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

