

**SANTA BARBARA COUNTY  
BOARD AGENDA LETTER**



Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

**Agenda Number:**  
**Prepared on:** 4/8/04  
**Department Name:** Social Services  
**Department No.:** 044  
**Agenda Date:** 06/22/04  
**Placement:** Administrative  
**Estimate Time:**  
**Continued Item:** NO  
**If Yes, date from:**

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**TO:** Board of Supervisors

**FROM:** Kathy Gallagher, Director  
Social Services Department

**STAFF**

**CONTACT:** Peggy Rueda, x4446

**SUBJECT:** Amendment to the Workforce Investment Act (WIA) contracts for the continued provision of Youth Employment & Training Services

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**Recommendation(s):**

That the Board of Supervisors approve and authorize the Chair to execute Amendment No 1 to increase and extend the contract amount with four vendors, for the continued provision of youth employment and training activities pursuant to the Workforce Investment Act for the period June 25, 2004 through July 5, 2006, as follows:

- a) Community Action Commission (Out-of-School), a local vendor, increase amount by \$150,000, for a total contract amount not to exceed \$300,000.00;
- b) Santa Ynez People Helping People (In-School), a local vendor; increase amount by \$75,000, for a total contract amount not to exceed \$150,000.00;
- c) Santa Barbara County Education Office (In-School), increase amount by \$162,000, for a total contract amount not to exceed \$324,000.00;
- d) City of Santa Maria (In-School), a local vendor, increase amount by \$140,000, for a total contract amount not to exceed \$280,000.00;
- e) City of Santa Maria (Out-of-School), a local vendor, increase amount by \$200,000, for a total contract amount not to exceed \$400,000.00.

**Alignment with Board Strategic Plan:**

The recommendation is primarily aligned with Goal No. 7: Strengthen the Safety and Well-Being of Children and Their Families to Ensure a Strong Future for our Community.

**Executive Summary and Discussion:**

In June of 2003, the Board of Supervisors approved the execution of agreements with five vendors to provide youth employment and training activities pursuant to the Workforce Investment Act. The Workforce

Investment Act targets low-income youths, in-school and out-of-school who are basic-skills deficient, disabled, in foster care or homeless, parenting/pregnant, and/or who have been involved in the juvenile justice system.

Amendment No 1 extends the period of the agreements to include an additional year of program services and one additional year of follow-up services. An additional amount of funding as stated in a), b), c), d), and e) above will be granted to each vendor to support the extension period. The contractors will continue to serve previously under-served youth populations noted in the Workforce Investment Act. Contractors serving both in-school and out-of-school youth will provide year round employment and training and education support. Program activities are subject to performance standards developed by the U.S. Department of Labor for employment outcomes, educational attainments, and skill acquisitions. In addition unique performance based outcomes have been included in each of the contracts. 10% of each contract is withheld until the documented attainment of the performance measures. The chart below outlines the specifics for each contract.

Contractor	Amount	In-School or Out-of-School	Area of Coverage	Youth to be Served
City of Santa Maria Partnered with Women’s Economic Ventures (WEV) & Four Square Youth Programs	\$140,000	In-School	Santa Maria Valley	76
City of Santa Maria Partnered with Center for Employment Training (CET) & Four Square Youth Programs	\$200,000	Out-of-school	Santa Maria Valley	57
Community Action Commission (CAC)	\$150,000	Out-of-school	South Coast – Lompoc Valley & Santa Ynez	40
People Helping People (PHP)	\$75,000	In-School	Santa Ynez Valley	45
Santa Barbara County Education Office (SBCEO)	\$162,000	In-School	Lompoc & South Coast areas, Santa Barbara, Carpinteria	50

**Mandates and Service Levels:**

Services to be provided under this Agreement are in conformance with Section 664 of the Final Federal Regulations governing Youth Activities under the Workforce Investment Act (August 11, 2000).

**Fiscal and Facilities Impacts:**

Approval and execution of this two-year contract will result in direct contract expenditures of no more than \$654,300 in Fiscal Year 2004/05 and \$72,700 in Fiscal Year 2005/06. Appropriations for Fiscal Year 2004/05 have been included in the Departments recommended 2004/2005 Budget. Appropriations for Fiscal Year 2005/06 will be included in that year’s budget. Funding for these contracts comes from the Department’s Workforce Investment Act (WIA) federal allocation and they include rollover ability so the Department will be able to reserve adequate funding from its 2004/05 allocation to fund the \$72,700 to be paid in 2005/06. Each contract includes a clause that allows the County to reduce the contracted not to exceed amount if revenues are not realized at the department’s anticipated amount. The Fiscal Year 2004/2005 revenues and appropriations for this Contract as well as our entire WIA program are included in the Workforce Investment Act cost center of the Public Assistance Programs Division. This program requires no County funds as it is 100% funded by federal funds.

**Attachments:**

Agreements for Services of Independent Contractor for each vendor

**Special Instructions:**

After execution by the Chair, please return one (1) originally signed agreement for each contractor, the Department copy of each agreement, and one (1) copy of the minute order attention: Jennifer Lock

**Concurrence:**

Auditor-Controller  
County Counsel  
Risk Management

**AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**First Amendment – Contract Renewal**  
**May 2004**

This is an amendment to the contract by and between the **County of Santa Barbara** (COUNTY) and the **Community Action Commission** (CONTRACTOR), for the continued provision of youth employment and training activities pursuant to the renewal clause in the agreement IX (C)(A) (Page 10) of the current contract. Current contract for services is effective through June 30, 2004.

The COUNTY has approved this contract to serve previously under-served youth populations noted in the Workforce Investment Act. Contractors serving both in-school and out-of-school youth will provide year round employment and training and education support. This contract is let in accordance with Section 664 of the Final Federal Regulations governing Youth Activities under the Workforce Investment Act (August 11, 2000).

This amended contract incorporates and extends, for the period of June 25, 2004 through July 5, 2006, the terms and conditions set forth in the existing contract numbered BC#04-010, approved by the County Board of Supervisors on June 03, 2003 with the following exceptions:

1. **DESIGNATED REPRESENTATIVE.** **Peggy Rueda at [805] 681-4446** is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. **Refujio Rodriguez-Rodriguez at [800] 655-0617 x117** 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:                   **Dept. of Social Services, Attn: Christina Groppetti, 2125 S. Centerpointe Pkwy.,  
Santa Maria, CA 93455**

To CONTRACTOR:       **Community Action Commission, Attn: Refujio Rodriguez-Rodriguez , 5681  
Hollister Avenue, Goleta CA 93117**

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

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with Exhibit A (see original agreement) and Exhibit A (revised May 2004). Revised Exhibit A is attached hereto and incorporated herein by reference.

4. **TERM.** For the contract renewal period, CONTRACTOR shall commence performance on June 25, 2004 and end performance upon completion, but no later than July 6, 2006 unless otherwise directed by COUNTY or unless earlier terminated. CONTRACTOR will provide a maximum of 12 months of program services (performed between 6/25/04 and 6/30/05) and a minimum of 12 months of follow-up services after each participant exits from the program (to be concluded no later than 7/5/06).

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of Exhibit B (see original agreement) and Exhibit B (revised May 2004). Revised Exhibit B is 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 1.

**Exhibit A revisions include adding the following to the existing Statement of Work:**

**III. Program Summary:**

5. The following chart forecasts CAC participant totals for 2004-2005:

Youth Employment	7/04	8/04	9/04	10/04	11/04	12/04	1/05	2/05	3/05	4/05	5/05	6/05	Total
Youth enrolled	5	8	10	8	5	2	5						43
Entered employment			3	3	3	0	1	2	3	3			18
Certified apprenticeship													
Other terminations/exits				2	2	3	2	3	3	3	10	12	40
Military service													0
Post secondary education								10					10
Advanced training								2					2
High school diploma or GED													

**VIII. Performance Measures**

B. The following benchmarks have been established for CONTRACTOR to complete during the program year of July 1, 2004 through June 30, 2005.

1. Program enrollment will be completed by January 30, 2005
2. 75% of the youth will create a resume and apply for at least 3 employment opportunities.
3. 50% of the youth enrolled in the program will be employed by the end of June 2005.
4. 75% of the youth will be employed in the first quarter after program exit.
5. An employer database of a minimum of 30 employers will be created by the end of June 2005.
6. Staff will be a presenter at one WIA conference during the program year.

**EXHIBIT B revisions as follows:**

**ATTACHMENT B1 (Schedule of Fees)  
2004-2005 WIA LINE ITEM BUDGET SUMMARY**

**A. SALARIES AND EMPLOYEE BENEFITS**

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

Position(s)	Full-Time Equivalent (FTE) <sup>1</sup>	Annual Budget (WIA \$)
<b>Administrative</b>		
Project Director	1%	\$1,995.63
<b>Program</b>		
Coordinator	100%	\$36,785.80
Educator/Case Manager	1.75%	\$50,384.80
<b>Sub-Total Salaries:</b>		<b>\$89,166.23</b>

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

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

Type of Employee Benefit	Annual Budget
<b>Administrative</b>	
Project Director	\$658.56
	\$
<b>Program</b>	
Coordinator	\$12,139.05
Educator / Case Manager	\$16,626.98
<b>Sub-Total Employee Benefits</b>	
<b>Percentage Benefits</b>	
33 %	
<b>TOTAL SALARIES AND EMPLOYEE BENEFITS</b>	
	<b>\$118,591</b>

**B. SERVICES AND SUPPLIES**

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

Name of Consultant(s)/Contract Services	Annual Budget
Independent Audit	\$
<b>Sub-Total Services</b>	
	<b>\$0</b>

2) Supplies

Item	Annual Budget
Office Expense*	\$950
Program Expense*	\$4037
Telephone*	\$3700
Mileage*	\$4455
<b>Sub-Total Supplies</b>	
	<b>18,014</b>
<b>TOTAL SERVICES AND SUPPLIES</b>	
	<b>18,014</b>

\*Detail provided on Budget Narrative Form.

**C. OPERATING EXPENSES**

<u>Item</u>	<b>Annual Budget</b>
Facility Lease/Rental	\$3000
Equipment Lease/Rental*	\$0
Furnishings*	\$0
Maintenance	\$500
Utilities	\$500
Insurance(Refer to General Contract Provisions for Insurance Requirements)	\$500
Other*(Training)	\$5000
	\$
Total Operating Expenses	<b>9,500</b>
Indirect Cost Rate*	13,636
GRAND TOTAL LINE ITEM BUDGET	150,000
Minus Revenue	0
<b>TOTAL BEING REQUESTED</b>	<b>150,000</b>

\*Detail provided on Budget Narrative Form.

## BUDGET NARRATIVE

### A. SALARIES and EMPLOYEE BENEFITS

Personnel: (Job descriptions for all positions in budgeted, even if previously done.)

<u>TITLE</u>	<u>FTE *</u>	<u>HOURLY RATE</u>
Project Director	1%	\$30.00
Duties		
<p>The project director is responsible for the administration of the program and ensures that program staff is in compliance with contract requirements. The director also assists the coordinator in hiring staff and implementing the program. The director also provides guidance for the coordinator in areas of program development and long term strategic planning. The director also is responsible for seeking out future funding to support the program.</p>		

<u>TITLE</u>	<u>FTE *</u>	<u>HOURLY RATE</u>
Coordinator	100%	\$16.50
Duties		
<p>This position is responsible for recruiting and training all educator / case managers of the program. In addition, this individual is responsible for developing and up keeping a county wide data collection system to generate monthly reports. The coordinator has to attend all meetings relating to this grant. In addition, the position requires that this individual conduct quality assurance checks of all files to ensure accuracy. This position requires countywide travel. In addition, this position will also require the provision of direct services; the coordinator will also have a case load. Furthermore, in the event of staff turnover, the coordinator will take over the full case load of the vacated position.</p>		

<u>TITLE</u>	<u>FTE *</u>	<u>HOURLY RATE</u>
Educator / Case Manager	1.75%	\$13.00
Duties		
<p>Duties include: providing one-on-one employment related case management services to high risk young men and women; conducting individual service plans with clients; assisting youth in accessing needed documentation for program eligibility; assisting youth in securing employment; assisting youth in filling out job applications; assisting youth in accessing additional community resources; assisting youth in succeeding in their academics ( may include tutoring and mentoring); assisting youth in other areas of need which may include social, family, or personal issues; ongoing responsibility of communicating with the client's parents, teachers, probation officers, and other network providers.</p>		

\* percentage of persons' time devoted to WIA.

### **Additional Narrative for Administrative and Program Salaries and Employee Benefits:**

### B. SERVICES and SUPPLIES

Detailed breakdown of expenses in space provided below for each item asterisked (\*) on the Budget Summary Form and any other relevant narrative information.

#### **Office Expense:**

Office expenses include costs for: files, copies, envelopes, postage, etc. This cost includes two sites; Lompoc and Santa Barbara. \$950

#### **Program Expense:**



Clothes for clients – 3 sites \*= 1737; Transportation for clients / Bus passes – 3 sites \*\$500 = \$1500; Used bicycles for participants (work related) 10 bicycles \* \$80 = 800; client incentives (calculator, notebooks, t-shirts, snacks/pizza, backpacks, cost of trips to colleges, lmax theater, and other excursions) -- \$4037

**Telephone:**

Telephone costs for office use per year for two sites will be approximately \$800.00. Additionally, in order to be accessible to our clients and employers, cell phones are essential. 3 cell phones (two staff and one coordinator) at \$966 per year. 3 phones\*\$966=\$2900 + \$800 = \$3700

**Mileage:**

Our estimates are based on current mileage costs incurred by similar programs. We are estimating that staff will incur at least 87 miles per week on service delivery, meetings, and contacts. 87 miles \* 2.75 FTE\*50 weeks\*\$.36 per mile = \$4455

**C. OPERATING EXPENSES**

**Operating Expenses-Other:** N/A

**Training:**

Attendance at annual California Workforce Association Youth Conference and other workshops for staff. \$5,000.

**D. INDIRECT COST RATE** (Provide methodology for indirect cost rate, if applicable.)

Agency administrative cost is posted to an indirect cost pool. It computes the year-to-date indirect cost rate and applies rate to all program based on the expenses for each program. This is the tool used to charge Executive Director’s staff, Fiscal staff, Human Resource staff, MIS and Facility staff expenses to the contract. At this time we are estimating that our indirect cost rate will be 9%. (\$13,636.00)

**IN WITNESS WHEREOF**, this First Amendment to the contract has been executed by parties hereto upon signature by the Clerk of the Board.

CONTRACTOR:

By \_\_\_\_\_ Date \_\_\_\_\_

COUNTY OF SANTA BARBARA

ATTEST:

MICHAEL F. BROWN  
Clerk of the Board

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

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

Date \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO ACCOUNTING FORM:

STEPHEN SHANE STARK  
COUNTY COUNSEL

ROBERT W GEIS, CPA  
AUDITOR-CONTROLLER

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

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

APPROVED AS TO FORM:  
RISK MANAGEMENT  
General Services Risk Manager

By \_\_\_\_\_

# Contract Summary Form: ... Contract Number : 04-010

Complete data below, print, obtain signature of authorized departmental representatives, and submit this form (and attachments) to the Clerk of the Board (>100,000). If less than (<\$100,000) submit a Purchasing Requisition to the Purchasing Division of General Services. See "online purchasing manual" under General Services, Purchasing Policies and Procedures. Form not applicable to revenue contracts.

D1. Fiscal Year .....: FY04/05  
 D2. Budget Unit # (plus -Ship/-Bill codes in paren's)...: 044  
 D3. Requisition Number .....:  
 D4. Department Name.....: Social Services  
 D5. Contact Person .....: Christina Groppetti  
 D6. Phone .....: 346-7302

K1. Contract Type (check one):  Personal Service  Capital Project/Construction  
 K2. Brief Summary of Contract Description/Purpose :WIA Youth Services  
 K3. Original Contract Amount .....: \$150,000  
 K4. Contract Begin Date.....: 7/1/03  
 K5. Original Contract End Date.....: 7/5/05  
 K6. Amendment History (leave blank if no prior amendments):  

Seq#	EffectiveDate	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose (2-4 words)
1	6/25/04	\$150,000	\$150,000	\$300,000	7/5/06	Contract Renewal

 K7. Department Project Number .....

B1. Is this a Board Contract? (Yes/No) .....: Yes  
 B2. Number of Workers Displaced (if any).....: 0  
 B3. Number of Competitive Bids (if any) .....: 17  
 B4. Lowest Bid Amount (if bid) .....: \$  
 B5. If Board waived bids, show Agenda Date.....: N/A  
 B6. ... and Agenda Item Number.....: #  
 B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶): Sections 5, 12, and 30

F1. Encumbrance Transaction Code .....: 1701  
 F2. Current Year Encumbrance Amount .....: \$150,000  
 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=uditor; P=urchasing) .....:  
 V2. Payee/Contractor Name.....: Community Action Commission  
 V3. Mailing Address.....: 5638 Hollister Avenue Suite 230  
 V4. City State (two-letter) Zip (include +4 if known): Goleta, CA 93117  
 V5. Telephone Number.....: 800-655-0617 x117  
 V6. Contractor's Federal Tax ID Number (EIN or SSN):  
 V7. Contact Person.....: Refujio Rodriguez-Rodriguez  
 V8. Workers Comp Insurance Expiration Date.....: 9/1/04  
 V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl):5/24/04  
 V10. Professional License Number .....: #  
 V11. Verified by (name of County staff) .....: Christina Groppetti  
 V12. Company Type (Check one):  Individual  Sole Proprietorship  Partnership  Corporation  
 Unit of Local Government

**I certify:** information complete and accurate; designated funds available; required concurrences evidenced on signature.

Authorized Signature \_\_\_\_\_

**AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR  
First Amendment – Contract Renewal  
May 2004**

This is an amendment to the contract by and between the County of Santa Barbara (COUNTY) and the **City of Santa Maria (Out-of-School)** (CONTRACTOR), for the continued provision of youth employment and training activities pursuant to the renewal clause in the agreement IX(C)(A) (Page 10) of the current contract. Current contract for services is effective through June 30, 2004.

The COUNTY has approved this contract to serve previously under-served youth populations noted in the Workforce Investment Act. Contractors serving both in-school and out-of-school youth will provide year round employment and training and education support. This contract is let in accordance with Section 664 of the Final Federal Regulations governing Youth Activities under the Workforce Investment Act (August 11, 2000).

This amended contract incorporates and extends, for the period of June 25, 2004 through July 5, 2006, the terms and conditions set forth in the existing contract numbered BC# 04-014, approved by the County Board of Supervisors on June 03, 2003 with the following exceptions:

1. **DESIGNATED REPRESENTATIVE.** Peggy Rueda at [805] 681-4446 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Alex Posada at [805] 925-0951 Ext 259 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:                   **Dept. of Social Services, Attn: Christina Groppetti, 2125 S. Centerpointe Pkwy., Santa Maria, CA 93455**

To CONTRACTOR:       **City of Santa Maria, Attn: Alex Posada, 516 South McClelland St. Santa Maria, CA 93454**

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

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with Exhibit A (see original agreement) and Exhibit A (revised May 2004). Revised Exhibit A is attached hereto and incorporated herein by reference.

4. **TERM.** For the renewal period, CONTRACTOR shall commence performance on June 25, 2004 and end performance upon completion, but no later than July 5, 2006 unless otherwise directed by COUNTY or unless earlier terminated. CONTRACTOR will provide a maximum of 12 months of program services (performed between 6/25/04 and 7/5/05) and a minimum of 12 months of follow-up services after each participant exits from the program (to be concluded no later than 7/5/06).

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of Exhibit B (see original agreement) and Exhibit B (revised May 2004). Revised Exhibit B is 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 1.

**Add the following section to AGREEMENT, Page 5**

**30. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.** The parties shall comply with the Health Insurance and Accountability Act (HIPAA) as set forth in Exhibit E.

**Exhibit A revisions include adding the following to the existing Statement of Work:**

**III. Program Summary:**

C. 2004-2005 Participant forecast chart:

Enrolled	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
CET	2	6	4	4	1								17
FYP	5	6	6	6	6	6	5						40
Employed					5	3	3	3	3				17
Apply Military											1	1	2
Post Sec. Ed.											3	2	5
Diploma												5	5
Basic Skills Attainment												30	30
Other Exit													5

**VIII. Performance Measures**

- B. The following benchmarks have been established for CONTRACTOR to complete during the program year of July 1, 2004 through June 30, 2005.
1. 100% of participants will be enrolled by January 31, 2005.
  2. 80% of participants will demonstrate monthly participation.
  3. 100% of participants will have an Individual Service Strategy.
  4. 85% will complete either a program at CET or the Jobs to Career Program by the end of the program year.
  5. 70% of participants will complete a career portfolio, which includes a cover letter, resume, sample job applications, with 60% attending a college field trip and 40% completing at least three Career Exploration Activities (job shadowing, volunteer work, mock interview, career path profile, etc.)
  6. 30% of participants will obtain a part time job during their service year.
  7. 30% of the 14 to 18 year olds will enroll in an academic program to complete a high school diploma or equivalency.
  8. CONTRACTOR will meet or exceed the younger youth performance measures for 2004-2005 listed in VIII.A.

**Exhibit B revisions as follows:**

**ATTACHMENT B1 (Schedule of Fees)  
2004-2005 WIA LINE ITEM BUDGET SUMMARY**

**A. SALARIES AND EMPLOYEE BENEFITS**

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

<b>Position(s)</b>	<b>Full-Time Equivalent (FTE)<sup>1</sup></b>	<b>Annual Budget (WIA \$)</b>
<b>Program</b>		
Recreation Coordinator (FFD)	12.5%	\$5,647
Office Assistant	6.25%	\$1,802
Grant-funded Career Specialist (16 hrs/wk)	100%	\$11,607
Grant-funded Career Technician (10 hrs/wk)	100%	\$4,770
Sub-Total Salaries:		<b>\$23,826</b>

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

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

<b>Type of Employee Benefit</b>	<b>Annual Budget</b>
<b>Program</b>	
Recreation Coordinator (FFD)	\$1,979
Grant-funded Career Specialist	\$1,193
<b>Sub –Total Employee Benefits</b>	<b>\$ 3,172</b>
<b>Percentage Benefits</b>	<b>13.3%</b>
<b>TOTAL SALARIES AND EMPLOYEE BENEFITS</b>	<b>\$ 26,998</b>

**B. SERVICES AND SUPPLIES**

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

<b>Name of Consultant(s)/Contract Services</b>	<b>Annual Budget</b>
Independent Audit	\$
Foursquare Youth Programs – Jobs to Career	\$ 76,341
Center for Employment Training – Vocational Training	\$ 82,256
	\$
Sub-Total Services	<b>\$ 158,597</b>

2) Supplies

Item	Annual Budget
Office Expense*	\$
Program Expense*	\$
Telephone*	\$
Mileage/Transportation*	\$ 1,000
Other: Participant Costs / Incentives / Support Services/Training	\$ 4,000
Sub-Total Supplies	\$ 5,000
<b>TOTAL SERVICES AND SUPPLIES</b>	<b>\$ 163,597</b>

\*Provide detail on Budget Narrative Form.

**C. OPERATING EXPENSES**

Item	Annual Budget
Facility Lease/Rental Recreation Facility Rental	\$ 2,655
Equipment	\$ 1,750
Furnishings*	\$
Maintenance	\$
Utilities	\$
Insurance (Refer to General Contract Provisions for Insurance Requirements)	\$
Other* Travel & Training Costs for WIA Conferences	\$ 5,000
	\$
<b>TOTAL OPERATION EXPENSES</b>	<b>\$ 9,405</b>
Indirect Cost Rate*	
GRAND TOTAL LINE ITEM BUDGET	
Minus Revenue	0
<b>TOTAL BEING REQUESTED</b>	<b>\$ 200,000</b>

\*Provide detail on Budget Narrative Form.



**2004-05 WIA  
YOUTH LINE ITEM BUDGET NARRATIVE**

**A. SALARIES and EMPLOYEE BENEFITS**

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

<u>TITLE</u>	<u>FTE *</u>	<u>HOURLY RATE</u>
<u>Recreation Coordinator / FFD</u>	12.5%	<u>\$21.72</u>
Duties		
Grant administrator assigned to oversee all WIA programs. Responsible for assigning, scheduling, reviewing and evaluating the work of subordinate staff and vendors involved with WIA Programs. Monitors and maintains effective communication between staff, vendors, clients, Youth Council, WIB and FFD Collaborative partners. Promotes programs to the community; prepares and monitors program budgets, hires, trains and supervises support staff; prepares written reports and makes program modifications as needed.		

<u>TITLE</u>	<u>FTE *</u>	<u>HOURLY RATE</u>
<u>Office Assistant</u>	6.25%	<u>\$13.86</u>
Duties		
Performs a wide variety of general clerical duties related to the department. Performs general clerical duties, such as typing, proofing and processing a variety of documents including general correspondence, memos, and statistical charts. Maintains appropriate records, logs and files to facilitate day-to-day administrative operations.		

<u>TITLE</u>	<u>FTE *</u>	<u>HOURLY RATE</u>
<u>Grant –Funded Career Specialist (16 hrs/wk)</u>	100%	<u>\$13.95</u>
Duties		
Responsible for completion of varied tasks relating to the implementation of the project goals, acts as a liaison between collaborative partners, oversees participant recruitment and tracking, serves as designated liaison to the WRC, monitors files of WIA participants, compiles and prepares statistical data for WIA reports, plans and conducts Teen Job Fairs and monitors Teen Job Hotline, facilitates meetings with involved partners		

<u>TITLE</u>	<u>FTE *</u>	<u>HOURLY RATE</u>
<u>Grant –Funded Career Technician (10 hrs/wk)</u>	100%	<u>\$9.54</u>
Duties		
Responsible for general support and assistance to complete tasks related to the implementation of the project goals, assists with participant recruitment and retention, conducts outreach to local schools, promotes local youth employment services including WIA programs, Teen Job Fairs and Teen Job Hotline.		

**B. SERVICES and SUPPLIES**

Provide a detailed breakdown of expenses in space provided below for each item asterisked (\*) on the Budget Summary Form and any other relevant narrative information.

**Office Expense:**

No expenses were budgeted in this category. In- Kind, provided by the City.

**Program Expense:**

No expenses were budgeted in this category. In- Kind, provided by the City.

**Telephone:**

No expenses were budgeted in this category. In- Kind, provided by the City.

**Mileage:**

No expenses were budgeted in this category. In- Kind, provided by the City.

**Supplies-Other:**

No expenses were budgeted in this category. In- Kind, provided by the City.

**Services-Other:**

CET will provide vocational training for 17 participants age 19-21. Actual participant costs vary depending on the vocational training selected.

Foursquare Youth Programs will provide Jobs to Career Program to 40 youth age 14-18 and will be paid on a per-participant basis.

**C. OPERATING EXPENSES**

**Equipment-Lease/Rental:**

The facility rental fees are based on \$29.51/hr and include staff time used to set up and clean up.

*(90 hours x \$29.50 = \$2,655)*

**Furnishings:**

No expenses were budgeted in this category. In- Kind, provided by the City.

**Operating Expenses-Other:**

The City will provide most of the general operating expenses in-kind. \$1,750 is being requested for a computer that will be used by both the Career Specialist and the Career Technician.

**Additional Narrative for Operating Expenses:**

No expenses were budgeted in this category.

**D. INDIRECT COST RATE (Provide methodology for indirect cost rate, if applicable.)**

No expenses were budgeted in this category.

**Add Exhibit E, Health Insurance Portability and Accountability Act (HIPAA) Privacy Business Associate Language**

- A. The County of Santa Barbara (“Hybrid Entity”) has entered into an agreement with your organization in a manner in which your organization is considered a “Business Associate.” *“Business Associate” is defined as a person or organization that performs a function or activity involving the use or disclosure of individually identifiable health information on behalf of the County, but is not part of the County workforce.*
- B. The parties acknowledge that 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”), mandate them to enter into a business associate agreement in order to safeguard protected health information that may be accessed during the performance of the Agreement.
- C. The following business associate terms are incorporated into the Agreement.

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

Except as otherwise provided in this Amendment, the Business Associate may use or disclose protected health information (“PHI”) to perform functions, activities or services for or on behalf of the Hybrid Entity, as specified in this agreement, provided that such use or disclosure does not violate the Privacy Rule. The uses and disclosures of PHI may not exceed the limitations applicable to the Hybrid Entity under the regulations except as authorized for management, administrative or legal responsibilities of the Business Associate. [45 Code of Federal Regulations sections 164.502(e), 164.504(e)(2)(i)(A) and (B), 164.506, 164.508, 164.510, 164.512 and 164.514]

**2. Further Disclosure of PHI**

The Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement, or as required by law. [45 Code of Federal Regulations sections 164.502, 164.504(e)(2)(i) and (e)(2)(ii)(A), 164.506, 164.508, 164.510, 164.512 and 164.514]

**3. Safeguarding PHI**

The Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. [45 Code of Federal Regulations sections 164.504(e)(2)(ii)(B), 164.530(c)(2)]

**4. Unauthorized Use or Disclosure of PHI**

The Business Associate shall report to the Hybrid Entity any use or disclosure of the PHI not provided for by this Agreement or otherwise in violation of the Privacy Rule. [45 Code of Federal Regulations sections 164.504(e)(2)(ii)(C)]

**5. Agents and Subcontractors of the Business Associate**

The Business Associate shall ensure that any agent, including a subcontractor, to which the Business Associate provides PHI received from, or created or received by the Business Associate on behalf of the Hybrid Entity, shall comply with the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information. [45 Code of Federal Regulations sections 164.504(e)(2)(ii)(D)]

**6. Access to PHI**

At the request of the Hybrid Entity, and in the time and manner designated by the Hybrid Entity, the Business Associate shall provide access to PHI in a Designated Record Set to an Individual or the Hybrid Entity to meet the requirements of 45 Code of Federal Regulations section 164.524.

## **7. Amendments to Designated Record Sets**

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

## **8. Documentation of Uses and Disclosures**

The Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for the Hybrid Entity 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. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate 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 Business Associate shall provide to the Hybrid Entity or an Individual, in the time and manner designated by the Hybrid Entity, information collected in accordance with 45 Code of Federal Regulations section 164.528, to permit the Hybrid Entity 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 Business Associate shall make available records related to the use, disclosure, and privacy protection of PHI received from the Hybrid Entity, or created or received by the Business Associate on behalf of the Hybrid Entity, to the Hybrid Entity or to the Secretary of the United State Department of Health and Human Services for purposes of investigating or auditing the Hybrid Entity's compliance with the privacy requirements, in the time and manner designated by the Hybrid Entity or the Secretary.

## **11. Destruction of PHI**

- a. Upon termination of this Agreement for any reason, the Business Associate shall:
- (1) Return all PHI received from the Hybrid Entity, or created or received by the Business Associate on behalf of the Hybrid Entity required to be retained by the Privacy Rule; or
  - (2) Return or destroy all other PHI received from the Hybrid Entity, or created or received by the Business Associate on behalf of the Hybrid Entity.

This provision also shall apply to PHI in possession of subcontractors or agents of the Business Associate. The Business Associate, its agents or subcontractors shall retain no copies of the PHI. However, Business Associate, its agents or subcontractors shall retain all protected information throughout the term of the Agreement and shall continue to maintain the information required under Section 8 of this Amendment for a period of six years after termination of the Agreement.

- b. In the event the Business Associate determines that returning or destroying the PHI is not feasible, the Business Associate shall provide the Hybrid Entity notification of the conditions that make return or destruction not feasible. If the Hybrid Entity agrees that the return of the PHI is not feasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further use and disclosures of such PHI for so long as the Business Associate, or any of its agents or subcontractors, maintains such PHI. [45 Code of Federal Regulations sections 164.504(e)(2)(ii)(I)]

## **12. Amendments to Agreement**

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

**13. Mitigation of Disallowed Uses and Disclosures**

The Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement or the Privacy Rule. [45 Code of Federal Regulations sections 164.530(f)]

**14. Termination of Contracts**

The Hybrid Entity shall terminate this contract upon knowledge of a material breach by the Business Associate of which the Business Associate fails to cure. [45 Code of Federal Regulations sections 164.504(e)(2)(iii)]

**15. Definitions**

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

**16. Interpretation**

Any ambiguity in the amendment shall be resolved to permit Hybrid Entity to comply with the Privacy Rule.

**IN WITNESS WHEREOF**, this First Amendment to the contract has been executed by parties hereto upon signature by the Clerk of the Board.

CONTRACTOR

By: \_\_\_\_\_  
Tax ID Number: 95-6000788

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA

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

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

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

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 MANAGER

**AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR  
First Amendment – Contract Renewal  
May 2004**

This is an amendment to the contract by and between the **County of Santa Barbara**, (COUNTY) and the **City of Santa Maria (In-School)** (CONTRACTOR), for the continued provision of youth employment and training activities pursuant to the renewal clause in the agreement IX(C)(A) (Page 10) of the current contract. Current contract for services is effective through June 30, 2004.

The COUNTY has approved this contract to serve previously under-served youth populations noted in the Workforce Investment Act. Contractors serving both in-school and out-of-school youth will provide year round employment and training and education support. This contract is let in accordance with Section 664 of the Final Federal Regulations governing Youth Activities under the Workforce Investment Act (August 11, 2000)

This amended contract incorporates and extends, for the period of June 25, 2004 through July 5, 2006, the terms and conditions set forth in the existing contract numbered BC# 04-015, approved by the County Board of Supervisors on June 03, 2003 with the following exceptions:

1. **DESIGNATED REPRESENTATIVE.** **Peggy Rueda at [805] 681-4446** is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. **Alex Posada at [805] 925-0951 ext. 259** 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:	<b>Dept. of Social Services, Attn: Christina Groppetti,</b> 2125 South Centerpointe Parkway Santa Maria, CA 93455
To CONTRACTOR:	<b>City of Santa Maria, Attn: Alex Posada</b> 516 South McClelland Street Santa Maria, CA 93454

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

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with Exhibit A (see original agreement) and Exhibit A (revised May 2004). Revised Exhibit A is attached hereto and incorporated herein by reference.

4. **TERM.** For the renewal period, CONTRACTOR shall commence performance on June 25, 2004 and end performance upon completion, but no later than July 5, 2006 unless otherwise directed by COUNTY or unless earlier terminated. CONTRACTOR will provide a maximum of 12 months of program services (performed between 6/25/04 and 7/5/05) and a minimum of 12 months of follow-up services after each participant exits from the program (to be concluded no later than 7/5/06).

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of Exhibit B (see original agreement) and Exhibit B (revised May 2004). Revised Exhibit B is 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 1.

**Add the following section to AGREEMENT, Page 5**

30. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.** The parties shall comply with the Health Insurance Portability and Accountability Act (HIPAA) as set forth in Exhibit E.

**EXHIBIT A revisions include adding the following to the existing Statement of Work :**

III. Program Summary:

B. • The services of a 20 hr/wk Career Technician to assist with outreach to local schools and the recruitment and retention of WIA clients.

C. 2004-2005 Participant forecast chart:

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
<b>Enrolled</b>													
Career Camp	20	20											40
ALAS			18				18						36
Employed		2	1	1	2	2	1	1	1				11
Apply Military													0
Post Sec. Ed.												5	5
Diploma												19	19
Basic Skills Attainment						37					11		48
Other Exit													5

**VIII. Performance Measures**

B. The following benchmarks have been established for CONTRACTOR to complete during the program year of July 1, 2004 through June 30, 2005.

1. 100% of participants will be enrolled by January 31, 2005.
2. 80% of participants will demonstrate monthly participation by attending monthly job skill classes. 60% of these participants will complete a career portfolio which will include a cover letter, resume, sample job application, and other assessment tools, and 45% will complete at least 3 Career Exploration activities (job shadowing, volunteer work, mock interview, career path profile, etc).
3. 65% of all enrolled high school juniors will create a post high school career/educational plan.
4. 100% of participants will have an individual Service Strategy.
5. 60% of participants will attend a college field trip during the service year.
6. CONTRACTOR will meet or exceed the younger performance measures for 2004-2005 listed in VIII.A.



**EXHIBIT B revisions as follows:**

**ATTACHMENT B1**

**2004-05 WIA In-School Youth  
LINE ITEM BUDGET SUMMARY**

**A. SALARIES AND EMPLOYEE BENEFITS**

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

<b>Position(s)</b>	<b>Full-Time Equivalent (FTE)<sup>1</sup></b>	<b>Annual Budget (WIA \$)</b>
<b>Program</b>		
Recreation Coordinator (FFD)	12.5%	\$ 5,647
Office Assistant	6.25%	\$ 1,802
Grant-Funded Career Specialist (16 hrs/wk)	100%	\$11,607
Grant-Funded Career Technician (20 hrs/wk)	100%	\$ 9,540
<b>Sub-Total Salaries:</b>		<b>\$ 28,596</b>

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

<b>Type of Employee Benefit</b>	<b>Annual Budget</b>
<b>Program</b>	
Recreation Coordinator (FFD)	\$ 1,979
Grant-Funded Career Specialist	\$ 1,193
<b>Sub-Total Employee Benefits</b>	<b>\$ 3,172</b>
<b>Percentage Benefits</b>	<b>11%</b>
<b>TOTAL SALARIES AND EMPLOYEE BENEFITS</b>	<b>\$ 31,768</b>

**B. SERVICES AND SUPPLIES**

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

<b>Name of Consultant(s)/Contract Services</b>	<b>Annual Budget</b>
Independent Audit	\$
	\$
Childcare	\$
Women's Economic Ventures	\$ 60,000
Foursquare Youth Programs	\$ 8,898
	\$
<b>Sub-Total Services</b>	<b>\$ 68,898</b>

2) Supplies

Item	Annual Budget
Office Expense*	\$
Program Expense*	\$
Transportation	\$ 3,000
Promotional Costs	\$ 1,500
Participants Costs	\$ 5,600
Food	\$ 7,000
Stipends/Incentives for Career Camp Participants	\$ 13,900
Sub-Total Supplies	\$ 31,000
<b>TOTAL SERVICES AND SUPPLIES</b>	<b>\$ 99,898</b>

\*Provide detail on Budget Narrative Form.

**C. OPERATING EXPENSES**

Item	Annual Budget
Facility Lease/Rental	\$ 3,334
Equipment Lease/Rental*	\$
Furnishings*	\$
Maintenance	\$
Utilities	\$
Insurance (Refer to General Contract Provisions for Insurance Requirements)	\$
Other*	\$
Travel & Training Costs for WIA Conferences	\$ 5,000
	\$
Total Operating Expenses	\$ 8,334
Indirect Cost Rate*	
GRAND TOTAL LINE ITEM BUDGET	
Minus Revenue	
<b>TOTAL BEING REQUESTED</b>	<b>\$ 140,000</b>

\*Provide detail on Budget Narrative Form.

**LINE ITEM BUDGET NARRATIVE**

**A. SALARIES and EMPLOYEE BENEFITS**

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

<u>TITLE</u>	<u>FTE *</u>	<u>HOURLY RATE</u>
Recreation Coordinator	12.5%	\$21.72
Duties		
Grant administrator assigned to oversee all WIA programs. Responsible for assigning, scheduling, reviewing and evaluating the work of subordinate staff and vendors involved with WIA Programs. Monitors and maintains effective communication between staff, vendors, clients, Youth Council, WIB and FFD Collaborative partners. Promotes programs to the community; prepares and monitors program budgets, hires, trains and supervises support staff; prepares written reports and makes program modifications as needed.		

<u>TITLE</u>	<u>FTE *</u>	<u>HOURLY RATE</u>
Office Assistant	6.25%	\$13.86
Duties		
Performs a wide variety of general clerical duties related to the department. Performs general clerical duties, such as typing, proofing and processing a variety of documents including general correspondence, memos, and statistical charts. Maintains appropriate records, logs and files to facilitate day-to-day administrative operations.		

<u>TITLE</u>	<u>FTE*</u>	<u>HOURLY RATE</u>
Grant-Funded Career Specialist (16 hrs/wk)	100%	\$13.95
Duties		
Responsible for completion of varied tasks relating to the implementation of the project goals, acts as a liaison between collaborative partners, oversees participant recruitment and tracking, serves as designated liaison to the WRC, monitors files of WIA participants, compiles and prepares statistical data for WIA reports, plans and conducts Teen Job Fairs and monitors the Teen Job Hotline, facilitates meetings with involved partners		

TITLE	FTE*	HOURLY RATE
Grant-Funded Career Technician (20 hrs/wk)	100%	\$9.54
<p style="text-align: center;">Duties</p> <p>Responsible for general support and assistance to complete tasks related to the implementation of the project goals, assists with participant recruitment and retention, conducts outreach to local schools, promotes local youth employment services including WIA programs, Teen Job Fairs and Teen Job Hotline</p>		

**C. SERVICES and SUPPLIES**

Provide a detailed breakdown of expenses in space provided below for each item asterisked (\*) on the Budget Summary Form and any other relevant narrative information.

**Office Expense:**

No expenses were budgeted in this category.

**Program Expense:**

No expenses were budgeted in this category.

**Telephone:**

No expenses were budgeted in this category.

**Mileage:**

No expenses were budgeted in this category.

**Supplies-Other:**

The students who attend Career Camp will receive a Santa Maria Area Transit (SMAT) bus pass. The pass will provide transportation for students to attend the camp and will be used as part of the life-skills component to teach all 40 students about using public transportation, understanding bus routes and the time management skills to be to work on time. The bus passes will also be used when the Camp participants visit work sites and the WRC ( $20 \text{ passes} \times \$25 \times 2 \text{ camps} = \$1000$ ) The balance of the transportation costs will be applied to the use of City vehicles, fuel, and bus transportation for field trips. \$500 will cover the costs of graphic design and printing of bilingual flyers that promote Career Camp. \$1000 will be paid for the ad space, printing and postage for the Recreation Guide that is mailed to 37,500 homes in the Santa Maria Valley. ( $\$500 + \$1,000 = \$1,500$ )

Supplies for each Career Camp participant include a \$50 manual, T-shirt, watches, alarm clock, banks, day planner, business cards and incentives for daily participation rewards. ( $\$140 \times 20 \times 2 \text{ camps} = \$5600$ )

Vocational Training Center provides food services at the Abel Maldonado Community Youth Center. Breakfast, lunch and daily snacks will be provided at Career Camp where, for low-income teens, free food is also considered an incentive. ( $\text{Food Services for 40 participants in 2 camps} = \$5,000$ )

Also included are the food costs (\$2,000) for the monthly meetings that will be implemented in the new program year.

Career Camp graduates will be compensated for 50% of the time they invested in the program during their time at Camp. ( $20 \times 20 \times \$7 \times 2 = \$5,600$ ) In addition, they will receive stipends/incentives for continued participation in the monthly meetings and Career Exploration Activities. This amount is expected be up to \$8,300.

**Services-Other:**

Women's Economic Ventures will provide an all-inclusive Alas Program for 36 participants ( $18 \text{ participants} / \text{session} \times \$1,876.00 \text{ ea.} \times 2 = \$67,536 \text{ less in-kind donation of } \$7,536 = \$60,000$ )

Foursquare Youth Programs will provide staff members to recruit and enroll Career Camp students, plan and conduct Career Camp/ monthly meetings and share Career Camp case management duties with the City of Santa Maria. They will also assist with the maintenance of the Teen Job Hotline.

*(20 participants / session x \$4,449 stipend x 2 camps = \$8,898)*

### **C. OPERATING EXPENSES**

#### **Equipment-Lease/Rental:**

No expenses were budgeted in this category.

#### **Furnishings:**

No expenses were budgeted in this category.

#### **Other Operating Expenses - Facility Rental:**

The facility rental fees are based on \$29.50/hr and include staff time used to set up and clean up. For Alas Program & Career Camps, 113 of the approx. 140 hours will be charged. *(113 x \$29.50 = \$3,334)*

#### **Additional Narrative for Operating Expenses:**

In order for the City staff and Collaborative partners to attend essential WIA training, a stipend of \$5,000 has been included for training and travel expenses.

The City of Santa Maria intends to provide a variety of program costs as an in-kind contribution to the WIA Youth Employment Projects. A partial list includes:

- Managerial support from Recreation and Parks Director
- Managerial support from Recreation Services Manager
- Office space, office supplies and program overhead
- Furnishings
- Insurance
- Utilities

### **D. INDIRECT COST RATE (Provide methodology for indirect cost rate, if applicable.)**

No expenses were budgeted in this category.

**Add Exhibit E, Health Insurance Portability and Accountability Act (HIPAA) Privacy Business Associate Language**

- A. The County of Santa Barbara (“Hybrid Entity”) has entered into an agreement with your organization in a manner in which your organization is considered a “Business Associate.” *“Business Associate” is defined as a person or organization that performs a function or activity involving the use or disclosure of individually identifiable health information on behalf of the County, but is not part of the County workforce.*
- B. The parties acknowledge that 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”), mandate them to enter into a business associate agreement in order to safeguard protected health information that may be accessed during the performance of the Agreement.
- C. The following business associate terms are incorporated into the Agreement.

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

Except as otherwise provided in this Amendment, the Business Associate may use or disclose protected health information (“PHI”) to perform functions, activities or services for or on behalf of the Hybrid Entity, as specified in this agreement, provided that such use or disclosure does not violate the Privacy Rule. The uses and disclosures of PHI may not exceed the limitations applicable to the Hybrid Entity under the regulations except as authorized for management, administrative or legal responsibilities of the Business Associate. [45 Code of Federal Regulations sections 164.502(e), 164.504(e)(2)(i)(A) and (B), 164.506, 164.508, 164.510, 164.512 and 164.514]

**2. Further Disclosure of PHI**

The Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement, or as required by law. [45 Code of Federal Regulations sections 164.502, 164.504(e)(2)(i) and (e)(2)(ii)(A), 164.506, 164.508, 164.510, 164.512 and 164.514]

**3. Safeguarding PHI**

The Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. [45 Code of Federal Regulations sections 164.504(e)(2)(ii)(B), 164.530(c)(2)]

**4. Unauthorized Use or Disclosure of PHI**

The Business Associate shall report to the Hybrid Entity any use or disclosure of the PHI not provided for by this Agreement or otherwise in violation of the Privacy Rule. [45 Code of Federal Regulations sections 164.504(e)(2)(ii)(C)]

**5. Agents and Subcontractors of the Business Associate**

The Business Associate shall ensure that any agent, including a subcontractor, to which the Business Associate provides PHI received from, or created or received by the Business Associate on behalf of the Hybrid Entity, shall comply with the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information. [45 Code of Federal Regulations sections 164.504(e)(2)(ii)(D)]

**6. Access to PHI**

At the request of the Hybrid Entity, and in the time and manner designated by the Hybrid Entity, the Business Associate shall provide access to PHI in a Designated Record Set to an Individual or the Hybrid Entity to meet the requirements of 45 Code of Federal Regulations section 164.524.

## **7. Amendments to Designated Record Sets**

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

## **8. Documentation of Uses and Disclosures**

The Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for the Hybrid Entity 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. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate 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 Business Associate shall provide to the Hybrid Entity or an Individual, in the time and manner designated by the Hybrid Entity, information collected in accordance with 45 Code of Federal Regulations section 164.528, to permit the Hybrid Entity 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.

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The Business Associate shall make available records related to the use, disclosure, and privacy protection of PHI received from the Hybrid Entity, or created or received by the Business Associate on behalf of the Hybrid Entity, to the Hybrid Entity or to the Secretary of the United State Department of Health and Human Services for purposes of investigating or auditing the Hybrid Entity's compliance with the privacy requirements, in the time and manner designated by the Hybrid Entity or the Secretary.

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a. Upon termination of this Agreement for any reason, the Business Associate shall:

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

This provision also shall apply to PHI in possession of subcontractors or agents of the Business Associate. The Business Associate, its agents or subcontractors shall retain no copies of the PHI. However, Business Associate, its agents or subcontractors shall retain all protected information throughout the term of the Agreement and shall continue to maintain the information required under Section 8 of this Amendment for a period of six years after termination of the Agreement.

b. In the event the Business Associate determines that returning or destroying the PHI is not feasible, the Business Associate shall provide the Hybrid Entity notification of the conditions that make return or destruction not feasible. If the Hybrid Entity agrees that the return of the PHI is not feasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further use and disclosures of such PHI for so long as the Business Associate, or any of its agents or subcontractors, maintains such PHI. [45 Code of Federal Regulations sections 164.504(e)(2)(ii)(I)]

## **12. Amendments to Agreement**

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

**13. Mitigation of Disallowed Uses and Disclosures**

The Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement or the Privacy Rule. [45 Code of Federal Regulations sections 164.530(f)]

**14. Termination of Contracts**

The Hybrid Entity shall terminate this contract upon knowledge of a material breach by the Business Associate of which the Business Associate fails to cure. [45 Code of Federal Regulations sections 164.504(e)(2)(iii)]

**15. Definitions**

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

**16. Interpretation**

Any ambiguity in the amendment shall be resolved to permit Hybrid Entity to comply with the Privacy Rule.



**IN WITNESS WHEREOF**, this First Amendment to the contract has been executed by parties hereto upon signature by the Clerk of the Board.

CONTRACTOR

By: \_\_\_\_\_  
Tax ID Number: 95-6000788

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA

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

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

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

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 MANAGER

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

# AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

## First Amendment - Contract Renewal May 2004

This is an amendment to the contract by and between the **County of Santa Barbara** (COUNTY) and **Santa Barbara County Education Office** (CONTRACTOR), for the continued provision of youth employment and training activities pursuant to the renewal clause in the agreement IX(C)(A) (Page 10) of the current contract. Current contract for services is effective through June 30, 2004.

The COUNTY has approved this contract to serve previously under-served youth populations noted in the Workforce Investment Act. Contractors serving both in-school and out-of-school youth will provide year round employment and training and education support. This contract is let in accordance with Section 664 of the Final Federal Regulations governing Youth Activities under the Workforce Investment Act (August 11, 2000)

This amended contract incorporates and extends, for the period of June 25, 2004 through July 5, 2006, the terms and conditions set forth in the existing contract numbered BC#04-004, approved by the County Board of Supervisors on Jun 03, 2003 with the following exceptions:

1. **DESIGNATED REPRESENTATIVE.** Peggy Rueda at [805] 681-4446 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Dr. Lawrence A. Fisher at [805] 967-4711 ext. 4400 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: **Dept. of Social Services, Attn: Christina Gropetti, 2125 S. Centerpointe Pkwy., Santa Maria, CA 93455**

To CONTRACTOR: **Santa Barbara County Education Office, Attn: Dr. Lawrence A. Fisher, P.O. Box 6307, Santa Barbara CA 93160-6307**

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 (see original agreement) and Exhibit A (revised May 2004). Revised Exhibit A is attached hereto and incorporated herein by reference.

4. **TERM.** For the contract renewal period, CONTRACTOR shall commence performance on June 25, 2004 and end performance upon completion, but no later than July 5, 2006 unless otherwise directed by COUNTY or unless earlier terminated. CONTRACTOR will provide a maximum of 12 months of program services (performed between 6/25/04 and 6/30/05) and a minimum of 12 months of follow-up services after each participant exits from the program (to be concluded no later than 7/5/06).

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of Exhibit B (see original agreement) and Exhibit B (revised May 2004). Revised Exhibit B is 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 1.

**EXHIBIT A revisions include adding the following to the existing Statement of Work:**

**III. Program Summary**

2. The following chart forecasts 2004/2005 SBCEO participant totals by month:

	7/04	8/04	9/04	10/04	11/04	12/04	1/05	2/05	3/05	4/05	5/05	6/05	Total
Youth to be Enrolled	50*	1	1	1	1	1	1	1	1	1	1	1	61
Entered Employment	0	1	0	0	1	0	1	0	0	0	0	1	4
Entered Military or Apprenticeship	0	1	0	0	0	0	1	0	0	0	0	1	3
Post Secondary or Advanced Training	0	1	0	0	0	0	1	1	1	0	0	1	5
High School Diploma or GED	0	1	0	0	0	0	1	0	0	0	0	7	9
Other Exits	0	0	1	1	1	1	0	0	0	0	0	59	63
Skills Attainment (one or more goals)	7	1	2	2	3	3	3	2	2	2	3	100	130

\*SBCEO will likely meet Program Year 2004-05 objective on 7/1/04 due to continued service to Program Year 2003-04 participants.

**EXHIBIT B revisions as follows:**

**ATTACHMENT B1 (Schedule of Fees)  
2004-2005 WIA LINE ITEM BUDGET SUMMARY**

**A. SALARIES AND EMPLOYEE BENEFITS**

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

Position(s)	Full-Time Equivalent (FTE)*	Annual Budget (WIA \$)
<b>Administrative</b>		
Director	3.1%	\$ 3,148
<b>Program</b>		
Director	27.9%	\$ 28,333
Program Assistant	34.6%	\$ 21,732
Secretary	70.7%	\$ 31,978
Secretary	5.5%	\$ 2,072
Community Liaison	20%	\$ 7,051
Career Specialists	100%	\$ 6,345
<b>Sub-Total Salaries:</b>		<b>\$100,659</b>

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

Type of Employee Benefit	Annual Budget
<b>Administrative</b>	
Retirement	3,148 x .0825 260
Medicare	3,148 x .0145 46
Workers Compensation	3,148 x .03334 105
Unemployment Insurance	3,148 x .0072 23
Health	4,020 x .031 FTE 125
<b>Program</b>	
Retirement: Director	27,388 x .0825 2,337
Staff	66,514 x .122 7,666
Social Security for Career Specialists	2,950 x .062 393

Medicare	96,852x .0145	<b>1,413</b>
Workers Compensation	96,852x .03334	<b>3,252</b>
Unemployment Insurance	96,852x .0072	<b>656</b>
Health		
Director	4,020x .279 FTE	<b>1,121</b>
Program Assistant	13,330x .346 FTE	<b>4,612</b>
Secretary	14,170x .707 FTE	<b>10,018</b>
Secretary	9,108x .055 FTE	<b>501</b>
Community Liaison	4,803x .20 FTE	<b>961</b>
<b>Sub-Total Employee Benefits:</b>		<b>\$33,489</b>
<b>Percentage Benefits:</b>		<b>33.27%</b>
<b>TOTAL SALARIES AND EMPLOYEE BENEFITS:</b>		<b>\$133,589</b>

3

**B. SERVICES AND SUPPLIES**

1) Salaries – List any consultant(s) or contract services.

Name of Consultant(s)/Contract Services	Annual Budget
Independent Audit	<b>\$0</b>
Sub-Total Services:	<b>\$0</b>

2) Supplies

Item	Annual Budget
Office Expense*	<b>500</b>
Program Expense*	<b>0</b>
Telephone*	<b>600</b>
Mileage*	<b>1,760</b>
Other*	
Water	<b>63</b>
Postage	<b>715</b>
Training Materials	<b>200</b>
Sub-Total Supplies:	<b>\$3,838</b>
<b>TOTAL SERVICES AND SUPPLIES:</b>	<b>\$3,838</b>

**C. OPERATING EXPENSES**

Item	Annual Budget

Facility Lease/Rental	0
Equipment Lease/Rental*	0
Furnishings*	0
Maintenance	0
Utilities	0
Insurance (Refer to General Contract Provisions for Insurance Requirements)	0
Other*	0
Payroll Processing	2,030
Printing	325
Xeroxing	400
Supportive Services	325
Advertising	200
Youth Wages	7,426
Youth Benefits	816
Total Operating Expenses:	<b>\$11,322</b>
Indirect Cost Rate*:	<b>12,692</b>
<b>GRAND TOTAL LINE ITEM BUDGET:</b>	<b>162,000</b>
Minus Revenue:	
<b>TOTAL BEING REQUESTED:</b>	<b>\$162,000</b>

**HOLD-BACK PERCENTAGE**

10% of budget or \$16,200 will be held back for follow-up services and performance measures achievement.

4

**2004-05 WIA  
LINE ITEM BUDGET NARRATIVE**

TITLE	FTE*	HOURLY RATE
<b>Program Director</b>	31.0	\$48.82
<u>Duties:</u> Administration, personnel management, fiscal management, governing standards & quality assurance, program management and daily maintenance of program activities.		

TITLE	FTE*	HOURLY RATE
Program Assistant	34.6	\$30.20
<u>Duties:</u> Case management, program management and daily maintenance of program activities, admissions, personnel management and quality assurance; community collaborations.		

TITLE	FTE*	HOURLY RATE
Secretary	70.7	\$21.75

Duties:

Implementation, monitoring and maintenance of payroll systems; budget reports: expense tracking; accounts payable and receivable; supplies/materials approvals and record keeping; participant database input and management; eligibility and enrollment; management of participant case records; daily communications at all administrative and program levels.

TITLE	FTE*	HOURLY RATE
Secretary	5.5	\$18.12

Duties:

Payroll processing; daily communications; management of participant case records; special projects and assignments.

TITLE	FTE*	HOURLY RATE
School and Community Liaison	20	\$16,95

Duties:

Marketing, recruitment and enrollment; case management; service delivery; staff training; school and community collaborations; communications; daily maintenance of program activities.

TITLE	FTE*	HOURLY RATE*
Career Specialists (6)	100	Stipends or Leveraged

Duties:

Recruitment and enrollment; case management; service delivery; school and community collaborations; communications; daily maintenance of program activities.

\*percentage of persons' time devoted to WIA.

**B. SERVICES and SUPPLIES**

Detailed breakdown of expenses in space provided below for each item asterisked (\*) on the Budget Summary Form and any other relevant narrative information.

**Office Expense:        \$500**

File folders for student records, for main office central files and for school site files; for worksites, for other fiscal and program records (\$350); pens, pencils (\$20), paper for office copy machines and other miscellaneous supplies i.e., paper clips and rubber bands (\$130).

**Program Expenses:**

**Telephone:            \$600**

Telephone expenses are more than \$50/month - \$50 per month for 12 months = \$600

**Mileage:                \$1,760**

Mileage for director, program assistant, community liaison and 6 career specialists for monitoring, placing participants at and monitoring worksites is more than \$146.66 per month.

Additional amounts will be leveraged by SBCEO.

**Supplies-Other:        \$0.00**

**Additional Narrative for Services and Supplies:**

**Water -                    \$63**

Water for main office staff at 3970 La Colina Road. Cost is shared with other programs.

**Postage                    \$715**

Postage is used for communicating with parents, career specialists, and participants during the enrollment period, at timecard collection and to send W-2's to participants in January and February.

**Training Materials    \$200**

Training and educational materials are needed for basic skills and career assessment instruments and for monthly work readiness materials.

**Payroll Processing    \$2030**

Payroll processing is done through ADP. ADP charges for individual checks for participants, for payroll records required by SBCEO, State and Federal governments and for W-2's for participants.

**Printing                    \$325**

Printing is required for multi-copy forms, for ISS forms, and for participant and worksite supervisor handbooks.

**Xeroxing                    \$400 (.04 per copy)**

Xeroxing is required for making copies of required documents for participant files for correspondence with parents, participants and staff.

**Support                    \$580 (for participants)**

Support includes the following for the participants:

    Clothing/Uniforms needed at worksite, transportation tokens, TB tests, chest x-rays, childcare assistance.

**Youth Wages              \$7,426**

1100 hours of subsidized wages paid to participants for work experiences at \$6.75 per hour. Wages are being supplemented by Workability Funds.

**Youth Benefits         \$816**

    Social Security, Medicare, Workers Compensation payments on youth wages.

**Hold Back                \$16,200**

Hold Back amount required for follow-up services in next program year.

**INDIRECT COST RATE (Provide methodology for indirect cost rate, if applicable)**

Indirect Cost Rate is determined each year on a state formula. The rate for SBCEO in 2004-2005 is 8.5%. Program costs \$149,308 x .085 = \$12,692



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

CONTRACTOR

By: \_\_\_\_\_  
SocSec or TaxID Number: ON FILE

ATTEST:  
MICHAEL F. BROWN

COUNTY OF SANTA BARBARA

CLERK OF THE BOARD

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

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

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

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 MANAGER

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

## Contract Summary Form: ..... Contract Number: BC - 04-004

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than (<\$100,000) submit a Purchasing Requisition to the Purchasing Division of General Services. See "online purchasing manual" under General Services, Purchasing, Policies and Procedures. Form not applicable to revenue contracts.

D1. Fiscal Year .....: FY04/05

D2. Budget Unit Number (plus -Ship/-Bill codes in parentheses): 044  
 D3. Requisition Number .....  
 D4. Department Name.....: Social Services  
 D5. Contact Person .....: Christina Groppetti  
 D6. Phone .....: 346-7302

K1. Contract Type (check one):  Personal Service  Capital Project/Construction  
 K2. Brief Summary of Contract Description/Purpose : WIA Youth Services  
 K3. Original Contract Amount .....: \$162,000  
 K4. Contract Begin Date.....: 7/1/03  
 K5. Original Contract End Date.....: 7/5/05  
 K6. Amendment History (leave blank if no prior amendments):  

Seq#	EffectiveDate	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose (2-4 words)
1	06/25/04	\$162,000	\$162,000	\$324,000	7/5/06	Contract Renewal

 K7. Department Project Number .....

B1. Is this a Board Contract? (Yes/No) .....: Yes  
 B2. Number of Workers Displaced (if any).....: 0  
 B3. Number of Competitive Bids (if any) .....: 17  
 B4. Lowest Bid Amount (if bid) .....: \$  
 B5. If Board waived bids, show Agenda Date.....: N/A  
 B6. ... and Agenda Item Number.....: #  
 B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶): Sections 5, 12, and 30

F1. Encumbrance Transaction Code .....: 1701  
 F2. Current Year Encumbrance Amount .....: \$162,000  
 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.....: Santa Barbara County Education Office  
 V3. Mailing Address.....: P.O. Box 6307  
 V4. City State (two-letter) Zip (include +4 if known): Santa Barbara CA 93160-6307  
 V5. Telephone Number.....: 805/964-4711 X. 4400  
 V6. Contractor's Federal Tax ID Number (EIN or SSN): 95-6000-940  
 V7. Contact Person.....: Dr. Lawrence Fisher  
 V8. Workers Comp Insurance Expiration Date.....: self-insured, effective 3/1/93  
 V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) :7/1/04  
 V10. Professional License Number.....: #  
 V11. Verified by (name of County staff) .....: Christina Groppetti  
 V12. Company Type (Check one):  Individual  Sole Proprietorship  Partnership  Corporation  
 Unit of Local Government

**I certify:** information complete and accurate; designated funds available; required concurrences evidenced on signature.

Date : \_\_\_\_\_ Authorized Signature \_\_\_\_\_

**Agreement For Services of Independent Contractor**  
**First Amendment – Contract Renewal**  
**May 2004**

This is an amendment to the contract by and between the County of Santa Barbara (COUNTY) and **Santa Ynez Valley People Helping People** (CONTRACTOR), for the continued provision of youth employment and training activities pursuant to the renewal clause in the agreement IX(C)(A) (Page 10) of the current contract. Current contract for services is effective through June 30, 2004.

The COUNTY has approved this contract to serve previously under-served youth populations noted in the Workforce Investment Act. Contractors serving both in-school and out-of-school youth will provide year round employment and training and education support. This contract is let in accordance with Section 664 of the Final Federal Regulations governing Youth Activities under the Workforce Investment Act (August 11, 2000)

This amended contract incorporates and extends, for the period of June 25, 2004 through July 5, 2006, the terms and conditions set forth in the existing contract numbered BC# 04-003, approved by the County Board of Supervisors on June 03, 2003 with the following revisions:

1. **DESIGNATED REPRESENTATIVE.** Peggy Rueda at [805] 681-4446 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Dean A. Palius at [805] 686-0295 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:                   **Dept. of Social Services, Attn: Christina Groppetti, 2125 S. Centerpointe Pkwy.,  
Santa Maria, CA 93455**

To CONTRACTOR:       **Santa Ynez Valley People Helping People, Attn: Dean A. Palius P.O. Box 1478  
Solvang, CA 93464**

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 (see original agreement) and Exhibit A (revised May 2004). Revised Exhibit A is attached hereto and incorporated herein by reference.

4. **TERM.** For the contract renewal period, CONTRACTOR shall commence performance on June 25, 2004 and end performance upon completion, but no later than July 5, 2006 unless otherwise directed by COUNTY or unless earlier terminated. CONTRACTOR will provide a maximum of 12 months of program services (performed between 6/25/04 and 6/30/05) and a minimum of 12 months of follow-up services after each participant exists from the program (to be concluded no later than 7/5/06).

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of Exhibit B (see original agreement) and Exhibit B (revised May 2004). Revised Exhibit B is 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 1.

**Exhibit A revisions include adding the following paragraph to the existing Statement of Work:**

**III. Program Summary:**

C. PHP 2004-2005 forecasted participants:

	07/04	08/04	09/04	10/04	11/04	12/05	01/05	02/05	03/05	04/05	05/05	06/05
<b>Enrolled</b>	25	30	35	40	50	40	35	30	30	30	30	30
<b>Employed</b>	7	8	9	10	15	10	9	8	7	7	7	10
<b>App./Military</b>	0	0	0	0	0	0	0	0	0	0	0	1
<b>Post 2 Ed.</b>	0	0	0	0	0	0	0	0	0	0	0	5
<b>Diploma/GED</b>	0	0	0	0	0	0	0	0	0	0	0	6
<b>Other Exit</b>	0	0	0	0	0	0	0	0	0	0	0	2
<b>Skill Attain</b>	10	10	10	15	20	20	5	5	10	15	25	30

**VIII. Performance Measures**

The following benchmarks have been established for CONTRACTOR to complete during the program year of July 1, 2004 through June 30, 2005.

1. A minimum of 45 participants will be enrolled by January 30, 2005.
2. 65% of students will complete a career/employment portfolio (Cover letter samples, resume, sample job application, other career assessment tools)
3. 50% of students will have completed 3 Career Exploration interviews with employers and attend 5 hours worth of "Job Interview Training."
4. 80% of students with a junior standing will create a post high school career plan in conjunction with their career counselor.
5. 80% of youth served will demonstrate monthly program participation.
6. 100% of youth served will have an Individual Service Strategy.

**Exhibit B revisions as follows:**

**ATTACHMENT B1 (SCHEDULE OF FEES)  
2004-05 WIA LINE ITEM BUDGET SUMMARY**

**A. SALARIES AND EMPLOYEE BENEFITS**

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

Position(s)	Full-Time Equivalent (FTE) <sup>1</sup>	Annual Budget (WIA \$)
<b>Administrative</b>		
Healthy Start Director	5%	\$ 2,732
Administrative Assistant	5%	\$ 1,285
<b>Program</b>		
High School Healthy Start Coordinator	15%	\$ 7,725
WIA Program Coordinator	100%	\$46,350
<b>Sub-Total Salaries:</b>		<b>\$58,092</b>

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

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

Type of Employee Benefit	Annual Budget
<b>Administrative</b>	
Health Insurance	\$ 360
Retirement	\$ 120
Payroll Taxes and Workers Comp	\$ 445
<b>Program</b>	
Health Insurance	\$4,245
Retirement	\$1,622
Payroll Taxes and Workers Comp	\$5,407
<b>Sub-Total Employee Benefits</b>	
<b>Percentage Benefits</b>	
<b>TOTAL SALARIES AND EMPLOYEE BENEFITS</b>	
	<b>\$12,199</b>
	21 %
	<b>\$70,291</b>

**B. SERVICES AND SUPPLIES**

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

Name of Consultant(s)/Contract Services	Annual Budget
Independent Audit: McFarland and Roberts CPAs	\$ 360
Accounting/Bookkeeping: Owens Tax Professional	\$ 120
	\$
Sub-Total Services	
	<b>\$ 975</b>

2) Supplies

Item	Annual Budget
Office Expense* - Supplies, Copies, Printing, Postage	\$
Program Expense* - Program incentives, Meeting supplies	\$
Telephone* - Monthly telephone, Cell phone	\$ 360
Mileage* - Auto Reimbursement	\$
Other*	\$
Sub-Total Supplies	<b>\$360</b>
<b>TOTAL SERVICES AND SUPPLIES</b>	<b>\$1,335</b>

\*Detail provided on Budget Narrative Form.

**C. OPERATING EXPENSES**

Item	Annual Budget
Facility Lease/Rental	\$
Equipment Lease/Rental* - Copier Lease/Computer	\$
Furnishings* - File cabinet	\$
Maintenance – Copier Maintenance	\$ 63
Utilities	\$
Insurance (Refer to General Contract Provisions for Insurance Requirements)	\$ 687
Other*	\$
Total Operating Expenses	<b>\$750</b>
Indirect Cost Rate*	\$2,624
GRAND TOTAL LINE ITEM BUDGET	\$75,00
<b>TOTAL BEING REQUESTED</b>	<b>\$75,000</b>

\*Detail provided on Budget Narrative Form.

**\*\* Provided In-Kind**

## BUDGET NARRATIVE

### A. SALARIES and EMPLOYEE BENEFITS

Personnel: (Job descriptions for all positions in budgeted, even if previously done.)

TITLE	FTE *	HOURLY RATE
Healthy Start Director	5%	\$28.45
Duties		
Directs and evaluates school based programs including Healthy Start, Early Education and Care, Early Mental Health and After school. Supervises Healthy Start Coordinators.		

TITLE	FTE *	HOURLY RATE
Administrative Assistant	5%	12.35
Duties		
Provides clerical and word processing support to the Healthy Start Director and to Healthy Start operations. Acts as receptionist.		

TITLE	FTE *	HOURLY RATE
Healthy Start Coordinator	15%	\$26.54
Duties		
Plans and directs comprehensive integrated program to deliver school linked family support services to students and families to improve student success.		

TITLE	FTE *	HOURLY RATE
WIA Coordinator	100%	\$22.28
Duties		
Conducts outreach, determines students' eligibility, assesses job/skills needs, conducts community/job development, and tutoring mentors, and supervises student progress.		

\* percentage of persons' time devoted to WIA.

### B. SERVICES and SUPPLIES

Provide a detailed breakdown of expenses in space provided below for each item asterisked (\*) on the Budget Summary Form and any other relevant narrative information.

**Office Expense:**

Office expenses will be absorbed by Healthy Start operating budget. WIA staff will seek additional funds through local grants/foundations to support ongoing program expenses.

**Program Expense:**

Program incentives and meeting supplies will be absorbed by Healthy Start operating budget. WIA staff will seek additional funds through local grants/foundations to support ongoing program expenses.

**Telephone:**

Monthly long distance \$30 x 12 months = \$360

**Mileage:**

Mileage and transportation expenses will be absorbed by Healthy Start operating budget. WIA staff will seek additional funds through local grants/foundations to support ongoing program expenses.

**Supplies-Other:**

N/A

### C. OPERATING EXPENSES



**Equipment-Lease/Rental:**

Copier maintenance at \$0.02 per copy x 3,150 copies = \$63

Insurance: Program share of Auto/General liability, umbrella and D&O.

**D. INDIRECT COST RATE** (Provide methodology for indirect cost rate, if applicable.)

0.033 is management and general expenses divided by total expense as shown on FY 01-02 Audit Financials.

**IN WITNESS WHEREOF**, this First Amendment to the contract has been executed by parties hereto upon signature by the Clerk of the Board.

CONTRACTOR:

By \_\_\_\_\_

Date \_\_\_\_\_

COUNTY OF SANTA BARBARA

ATTEST:

MICHAEL F. BROWN  
Clerk of the Board

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

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

Date \_\_\_\_\_

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  
General Services Risk Manager

By \_\_\_\_\_

# Contract Summary Form: ..... Contract Number : BC 04-003

Complete data below, print, obtain signature of authorized departmental representatives, and submit this form (and attachments) to the Clerk of the Board (>\$100,000) submit a Purchasing Requisition to the Purchasing Division of General Services. See "online purchasing manual" under General Services, Purchasing Policies and Procedures. Form not applicable to revenue contracts.

D1. Fiscal Year .....: FY 04/05  
 D2. Budget Unit Number (plus -Ship/-Bill codes in paren's):044  
 D3. Requisition Number.....:  
 D4. Department Name .....: Social Services  
 D5. Contact Person.....: Christina Groppetti  
 D6. Phone.....: 346-7302

K1. Contract Type (check one):  Personal Service  Capital Project/Construction  
 K2. Brief Summary of Contract Description/Purpose...:WIA: WIA Youth Services  
 K3. Original Contract Amount.....: \$75,000  
 K4. Contract Begin Date .....: 7/1/03  
 K5. Original Contract End Date .....: 7/5/05  
 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 (2-4 words)</u>
1	06/25/04	\$75,000	\$75,000	\$150,000	7/5/06	Contract Renewal

 K7. Department Project Number.....:

B1. Is this a Board Contract? (Yes/No).....: Yes  
 B2. Number of Workers Displaced (if any) .....: 0  
 B3. Number of Competitive Bids (if any) .....: 17  
 B4. Lowest Bid Amount (if bid).....: \$  
 B5. If Board waived bids, show Agenda Date .....: N/A  
 B6. ... and Agenda Item Number .....: #  
 B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶): Sections 5, 12, and 30

F1. Encumbrance Transaction Code.....: 1701  
 F2. Current Year Encumbrance Amount.....: \$75,000  
 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=uditor; P=urchasing).....:  
 V2. Payee/Contractor Name .....: Santa Ynez Valley People Helping People  
 V3. Mailing Address .....: P.O.Box 1478  
 V4. City State (two-letter) Zip (include +4 if known): Solvang, CA 93464  
 V5. Telephone Number .....: 805-688-6487 x3329  
 V6. Contractor's Federal Tax ID Number (EIN or SSN):  
 V7. Contact Person .....: Christina Bath  
 V8. Workers Comp Insurance Expiration Date .....: 4/1/05  
 V9. Liability Insurance Expiration Date[s] (G=enl; P=roff) :7/16/04  
 V10. Professional License Number .....: #  
 V11. Verified by (name of County staff).....: Christina Groppetti  
 V12. Company Type (Check one):  Individual  Sole Proprietorship  Partnership  Corporation  
 Unit of Local Government

**I certify:** information complete and accurate; designated funds available; required concurrences evidenced on signature.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Contract Summary Form:** ..... **Contract Number :** 04--015 \_\_\_\_\_

Complete data below, print, obtain signature of authorized departmental representatives, and submit this form (and attachments) to the Clerk of the Board (>100,000). If less than (<\$100,000) submit a Purchasing Requisition to the Purchasing Division of General Services. See "online purchasing manual" under General Services Purchasing, Policies and Procedures. Form not applicable to revenue contracts.

- D1. Fiscal Year .....: FY04/05
  - D2. Budget Unit # (plus -Ship/-Bill codes in paren's)...: 044
  - D3. Requisition Number .....
  - D4. Department Name.....: Social Services
  - D5. Contact Person .....: Christina Groppetti
  - D6. Phone .....: 346-7302
- 

- K1. Contract Type (check one):  Personal Service  Capital Project/Construction
  - K2. Brief Summary of Contract Description/Purpose: WIA Youth Services
  - K3. Original Contract Amount .....: \$140,000
  - K4. Contract Begin Date.....: 7/1/03
  - K5. Original Contract End Date.....: 7/5/05
  - K6. Amendment History (leave blank if no prior amendments):
- | Seq# | EffectiveDate | ThisAmndtAmt | CumAmndtToDate | NewTotalAmt | NewEndDate | Purpose(2-4 words) |
|------|---------------|--------------|----------------|-------------|------------|--------------------|
| 1    | 6/25/04       | \$140,000    | \$140,000      | \$280,000   | 7/5/06     | Contract Renewal   |
- K7. Department Project Number .....
- 

- B1. Is this a Board Contract? (Yes/No).....: Yes
  - B2. Number of Workers Displaced (if any).....: 0
  - B3. Number of Competitive Bids (if any).....: 17
  - B4. Lowest Bid Amount (if bid).....: \$
  - B5. If Board waived bids, show Agenda Date.....: N/A
  - B6. ... and Agenda Item Number.....: #
  - B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶): Sections 5, 12, and 30
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- F1. Encumbrance Transaction Code .....: 1701
  - F2. Current Year Encumbrance Amount .....: \$126,000
  - 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
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- V1. Vendor Numbers (A=uditor; P=urchasing) .....
- V2. Payee/Contractor Name .....: City of Santa Maria
- V3. Mailing Address.....: 110 East Cook St., Ste. 2
- V4. City State (two-letter) Zip (include +4 if known) : Santa Maria, CA 93454
- V5. Telephone Number.....: 805-925-0951 x368
- V6. Contractor's Federal Tax ID Number (EIN or SSN): 95-6000788
- V7. Contact Person.....: Alex Posada
- V8. Workers Comp Insurance Expiration Date.....: 7/1/04
- V9. Liability Insurance Expiration Date[s] (G=enl; P=roff): 7/1/04
- V10. Professional License Number .....: #
- V11. Verified by (name of County staff) .....: Christina Groppetti
- V12. Company Type (Check one):  Individual  Sole Proprietorship  Partnership  Corporation  
 Unit of Local Government

**I certify:** information complete and accurate; designated funds available; required concurrences evidenced on signature.  
 Authorized Signature: \_\_\_\_\_

**Contract Summary Form:**..... **Contract Number :** \_\_\_\_\_ - BC-04-014

Complete data below, print, obtain signature of authorized departmental representatives, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than (<\$100,000) submit a Purchasing Requisition to the Purchasing Division of General Services. See "online purchasing manual" under General Services, Purchasing Policies and Procedures. Form not applicable to revenue contracts.

- D1. Fiscal Year .....: FY04/05
- D2. Budget Unit # (*plus -Ship/-Bill codes in paren's...*) 044
- D3. Requisition Number .....
- D4. Department Name.....: Social Services
- D5. Contact Person .....: Christina Groppetti
- D6. Phone .....: 346-7302

- K1. Contract Type (*check one*):  Personal Service  Capital Project/Construction
  - K2. Brief Summary of Contract Description/Purpose: WIA Youth Services
  - K3. Original Contract Amount .....: \$200,000
  - K4. Contract Begin Date.....: 7/1/03
  - K5. Original Contract End Date.....: 7/5/05
  - 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(2-4 words)</u> |
|-------------|----------------------|---------------------|-----------------------|--------------------|-------------------|---------------------------|
| 1           | 6/25/04              | 200,000             | 200,000               | 400,000            | 07/5/06           | Contract Renewal          |

K7. Department Project Number :

- B1. Is this a Board Contract? (*Yes/No*).....: Yes
- B2. Number of Workers Displaced (*if any*).....: 0
- B3. Number of Competitive Bids (*if any*).....: 17
- B4. Lowest Bid Amount (*if bid*) .....: \$
- B5. If Board waived bids, show Agenda Date.....: N/A
- B6. ... and Agenda Item Number.....: #
- B7. Boilerplate Contract Text Unaffected? (*Yes / or cite ¶¶*) : Sections 5, 12, and 30

- F1. Encumbrance Transaction Code .....: 1701
- F2. Current Year Encumbrance Amount .....: \$180,000
- 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=uditor; P=urchasing*) .....
- V2. Payee/Contractor Name .....: City of Santa Maria
- V3. Mailing Address.....: 516 South McClelland St
- V4. City State (*two-letter*) Zip (*include +4 if known*) : Santa Maria, CA 93454
- V5. Telephone Number.....: 805-925-0951 x259
- V6. Contractor's Federal Tax ID Number (*EIN or SSN*) :95-6000788
- V7. Contact Person.....: Alex Posada
- V8. Workers Comp Insurance Expiration Date.....: 7/1/04
- V9. Liability Insurance Expiration Date[s] (*G=enl; P=rofl*):7/1/04
- V10. Professional License Number.....: #
- V11. Verified by (*name of County staff*) .....: Christina Groppetti
- V12. Company Type (*Check one*):  Individual  Sole Proprietorship  Partnership  Corporation  
 Unit of Local Government

**I certify:** information complete and accurate; designated funds available; required concurrences evidenced on signature.

Authorized Signature : \_\_\_\_\_

