

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

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

1. **DESIGNATED REPRESENTATIVE.** Michael Gregory or Jason Ramirez at phone number (805) 681-4446 or (805) 614-1547 are the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Carolyn Contreras, Family Youth and Services Director at phone number (805) 964-8857, ext 141 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, as follows:  
To COUNTY: Michael Gregory, 234 Camino del Remedio, Santa Barbara, CA 93110-1369  
To CONTRACTOR: Carolyn Contreras, 5638 Hollister Avenue, Suite #230, Goleta, CA 93117  
or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

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

4. **TERM.** CONTRACTOR shall commence performance on June 1, 2007 and end performance upon completion, but no later than May 31, 2009 unless otherwise directed by COUNTY or unless earlier terminated. Contractor will provide a maximum of 24 months of program services (performed between June 1, 2007 and May 31, 2009 and a minimum of 12 months of follow-up services after each participant exits from the program (to be concluded no later than May 31, 2010). All youth must be exited by May 31, 2009 unless otherwise specified by COUNTY. Should COUNTY funding for these services be reduced from Federal, State, or local sources, the contract will be reduced accordingly.

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

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

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement,

shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

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

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

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

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

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

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

In accordance with Federal Government Accounting Standards, CONTRACTOR will only seek reimbursement from COUNTY for expenses that are allowable under the provisions of OMB Circular A-87. Additionally, CONTRACTOR is required to have an audit that complies with OMB Circular A-133. Within 60 days of the opinion date, CONTRACTOR will provide COUNTY with a copy of the single audit conducted in accordance with OMB Circular A-133.

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

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

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

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

17. **TERMINATION.**

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

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. At the end of the notice period, CONTRACTOR shall promptly cease work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. **NONAPPROPRIATION CLAUSE.** In the event that funds are not appropriated, budgeted, or otherwise made available in the consecutive years of this Agreement, then COUNTY shall immediately notify CONTRACTOR of such occurrence and the Agreement may be terminated by

COUNTY. Subsequent to the termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

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

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

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

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

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

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

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

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

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

COUNTY OF SANTA BARBARA

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

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

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

CONTRACTOR

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

By: \_\_\_\_\_  
SocSec or TaxID Number: 95-60000-940

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

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

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

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

APPROVED AS TO FORM:  
RISK MANAGEMENT

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

## EXHIBIT A

### STATEMENT OF WORK

#### I. Purpose/Term:

Under WIA the main focus of the youth program is on longer-term academic and occupational learning opportunities for youth. A goal is to increase employment, job retention and earnings by developing the work/career potential of youth. The purpose of this Agreement is for CONTRACTOR to provide county-wide year-round educational and employment activities to 100 out-of-school youth (ages 16 – 21) for the 2007-2009 program years. No more than 10% of total participants will be carried forward from FY 06/07 contract #BC 06-022. CONTRACTOR'S efforts will be directed toward out-of-school youth throughout the entire County from Cuyama Valley to Carpinteria.

Ninety percent of the funds must be spent on out-of-school youth. An out-of-school youth is defined as an eligible youth that is a high school dropout, or has received a secondary school diploma or its equivalent but is basic skills deficient, unemployed or under-employed (Section 129 of the WIA, Item (c) (4)). No more than five percent of youth served will be between the ages of 14 and 15 years of age. Young adults potentially eligible for both youth and adult/dislocated worker programs shall have their eligibility first determined for services through youth programs.

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

#### II. Background:

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

#### III. Program Summary:

A. Community Action Commission (CAC) will target out-of-school youth who are very marginalized and face multiple risk factors that inhibit their opportunities for success as adults. A high percentage of clients served by CONTRACTOR will be transition age foster care and juvenile justice system probation youth. CAC will provide high intensity one-on-one services that are primarily conducted in the field and focus on removing obstacles that may prevent successful program completion.

Program activities will include all ten elements of the WIA youth services. Elements will be provided by CONTRACTOR or referral and will be documented in each client file. Specific WIA program components provided by the CONTRACTOR will be:

- Orientation
- Referral Information
- Determination of Eligibility
- Assessments
- Development of a comprehensive Individual Service Strategy
- Intensive Case Management
- Supportive Services

- Follow-Up Services

CAC has identified the most needed services as school completion, job placement assistance and assessment of needed supportive services. Case management staff will spend a significant amount of time addressing these areas. Staff help youth prepare resumes, fill out applications, practice interviewing, search for employment opportunities, dress appropriately for interviews and work, find transportation, and practice good employment skills. Youth will also be encouraged and given assistance with returning to school. Case management staff will maintain at least one hour of contact with each participant per week and at a minimum one face-to-face contact every three weeks.

B. Program Design Features:

The CONTRACTOR shall provide the following program components:

1. Recruitment and identification of the target population;
2. Orientation to prospective participants;
3. Under WIA, all youth must meet eligibility criteria and be determined eligible for the program prior to enrollment and receipt of WIA funded services. The CONTRACTOR will determine eligibility for targeted youth.
4. Provide an objective assessment of academic levels, skill levels, and service needs of each participant. The assessment will include a review of basic skills, occupational skills, prior work experience, employability, interest, aptitudes, supportive service needs, and developmental needs;
5. Develop an Individual Service Strategy (ISS) for each participant taking into account the assessment described above; and
6. Complete Management Information System (MIS) forms required by the Employment Development Department (EDD).
7. The CONTRACTOR shall make available the ten mandated program elements. The CONTRACTOR does not have to provide each element themselves; however any of the elements which will be performed by someone other than the CONTRACTOR must be evidenced by a written agreement specifying the terms and conditions of such performance.
8. The CONTRACTOR will work closely with the COUNTY and collaboratively track and report WIA required performance measures; and exit determination.
9. CONTRACTOR shall comply with the procedures indicated in the Santa Barbara County Youth Policies and Procedures Manual. This manual contains information and guidance in the following areas:
  - WIA Forms: Eligibility, Enrollment, Exit, and Follow-Up
  - Assessment/Goals/ISS development
  - Case Notes and File Documentation
  - Dual Enrollment / Transfer of Case Requests and Procedures
  - Program Reporting (Narratives, MEAL) and Monthly Invoicing
  - SBC Youth Bulletins
  - WIA Definitions & Glossary
  - Tools and Checklists
  - CONTRACTOR Monitoring Requirements
  - Corrective Action Plan Requirements for Program Reviews
  - MIS Reports and Descriptions (Y.E.S. Tool Kit)
10. The SBC Youth Policies and Procedures Manual may be modified or altered by COUNTY at any time to ensure compliance with WIA rules and regulations.
11. Participants are not to be served under WIA until the youth have been assigned an application number. The County will not be responsible for any client expenses until youth has been deemed eligible and enrolled and the data is in the possession of the MIS department.



12. Roles and Responsibilities of CONTRACTOR and COUNTY are set forth in Exhibit A-4 of this agreement.

C. Program Element Services:

- Tutoring, study skills training, and instruction, leading to completion of secondary school, including dropout prevention strategies: CAC via Los Compadres staff will provide this element.
- Alternative secondary school services. These services will be provided by El Puente Community Court School (in Santa Barbara and Lompoc), Dorothy Jackson Center (Lompoc), Delta Continuation in Santa Maria, La Cuesta Alternative High School at San Marcos, La Cuesta Independent Studies at Dos Pueblos High School, and the Alice Schott Adult Education Center.
- Summer employment opportunities that are directly linked to academic and occupational learning will be provided by CAC Nutritional Services county-wide.
- Paid and unpaid work experiences, including internships and job shadowing: CAC will assist participants in accessing this element through collaboration with local employers.
- Occupational skill training: will be provided in conjunction with Santa Barbara City College and Allan Hancock College. Local employers will provide occupational training opportunities for clients.
- Leadership development opportunities, which may include participating in CWA Conference.
- Supportive services include the following:
  - a. GED and Basic Computer Skills Training – Provided at CAC’s drop-in centers and Santa Barbara City College’s Schott Center
  - b. Child Care – Child Care Services have been provided through CAC’s Head Start program and the Child Care Network
  - c. Clothing – Provided by Job Smart and the City of Goleta
  - d. Linkages to community services—Provided by Alcohol, Drug, and Mental Health Services
  - e. Medical Services – Provided by community and county clinics
  - f. Transportation— Provided by staff and public transportation services
- Adult mentoring will be provided by the staff of CAC and local employers, and volunteers.
- CAC will provide the required follow-up services to all clients for a minimum of 12 months after exit from the program. Follow-up services may include: leadership development; supportive services; regular contact with the youth’s employer, including addressing work-related problems that arise; assistance with job development, career development and further education; work-related peer-support groups; adult mentoring; and tracking the progress of youth in employment after training.
- CAC will collaborate and refer clients to Santa Barbara County Alcohol Drug and Mental Health Services (ADMHS), Council on Alcohol and Drug Abuse (CADA), and other community based organizations to provide comprehensive guidance and counseling. CAC has two psychologists on staff that has assisted WIA staff on

clinical issues when needed. These staff people are also available in the event that clients cannot access impacted services.

**IV. Training**

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

**V. Program Reviews/Audits**

Contractor will be subject to audits that cover all fiscal and programmatic terms and conditions of the contract and/or prescribed by the State. Confidential Quality Assurance surveys may be mailed to randomly selected consumers for program review/renewal purposes. It is the responsibility of the CONTRACTOR to conduct program and fiscal reviews of all of its subcontractors during the fiscal and program year that funds are allocated.

**VI. Performance Measures**

- A. As outlined in the RFP, CONTRACTOR shall operate a program designed to meet the Employment and Training Administration's Common Measures for Youth participants in WIA programs while serving the target population. WIA Youth and DOL Common Measures are set forth in Exhibit A-3.

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

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

Performance Measures, milestones, benchmarks and time of measurement for each have been negotiated with CONTRACTOR and are set forth in Exhibit A-1 Milestones and Benchmark Goal Requirements and Exhibit A-2 Community Action Commission OSY Negotiated Benchmarks.

- B. COUNTY and CONTRACTOR will evaluate the effectiveness of the benchmark and milestone measures established in the statement of work within 90 days of the effective date of this agreement. If necessary to obtain meaningful data about service delivery, the milestones and/or benchmarks will be amended by mutual agreement between the Designated Representatives of this agreement.
- C. For the term of this contract, \$132,792, will be withheld from payment until the achievement of the agreed upon benchmark requirements have been determined.

Benchmark performance will be determined in April 2010. Funds will be withheld from payment as follows:

Contract Period	Funds will be withheld from payment
June 1, 2007 through May 31, 2008	\$23,597
June 1, 2007 through May 31, 2009	\$24,852
June 1, 2009 through August 31, 2009	\$4,361
September 1, 2009 through November 30, 2009	\$4,361
December 1, 2009 through February 28, 2010	\$37,311
March 1, 2010 through May 31, 2010	\$37,310

- D. Should the CONTRACTOR achieve zero of the 5 stated benchmarks \$131,792 will be forfeited; should the CONTRACTOR achieve only 1 out of the 5 stated benchmarks \$98,844 will be forfeited; should the CONTRACTOR achieve only 2 out of the 5 stated benchmarks \$65,896 will be forfeited; and should the CONTRACTOR achieve only 3 out of the 5 stated benchmarks \$32,948 will be forfeited. Should the CONTRACTOR achieve 4 out of the 5 stated benchmarks the COUNTY shall release the hold back funds to CONTRACTOR in their entirety. This release of the hold-back funds will be documented in writing between designated representatives specified in the Agreement. Failure of the CONTRACTOR to act in good faith to honor the terms of this Agreement, including milestone, benchmark, performance measure and follow-up conditions, will negatively impact the standing of the CONTRACTOR for future procurement opportunities with Santa Barbara County.

## VII. Conditions for Renewal

- A. The performance measures and benchmarks will be monitored on a quarterly basis. CONTRACTOR must meet or exceed favorable performance in all benchmark as defined in Exhibit A-1 to be in a favorable position for having this contract renewed for a one year period without re-competing based on the availability of funding and pending program reauthorization. This determination is expected to be made mid-way through the contract term.
- B. The COUNTY, prior to the end of the original contract term, has the option to negotiate a renewal, without re-bidding, for a period not to exceed one year. The terms of the renewal will be subject to renegotiation based on the most recent demographic data, actual expenditures, and funding information available and will require Workforce Investment Board and Board of Supervisors approval.

## VIII. General Provisions

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

### Exhibit A-1 Milestone and Benchmark Goal Requirements

MEASURE	MILESTONE GOAL	TIME OF MEASUREMENT	GOAL REQUIREMENT
Completion of Career Exploration Interviews/Job Interview Training.	<b>60%</b> of all Youth Participants	Reported on MEAL Reported monthly	<input type="checkbox"/> FAILED Milestone Goal (<60%) <input type="checkbox"/> ACHIEVED Milestone Goal (60%) <input type="checkbox"/> EXCEEDED Milestone Goal (>60%)
Completion of Assessments And Development of ISS Plan Within 30 days of enrollment	<b>90%</b> of all Youth Participants	Reported on MEAL Reported monthly	<input type="checkbox"/> FAILED Milestone Goal (<90%) <input type="checkbox"/> ACHIEVED Milestone Goal (90%) <input type="checkbox"/> EXCEEDED Milestone Goal (>90%)
Completion of Leadership Activity	<b>50%</b> of all youth Participants	Reported on MEAL Reported monthly	<input type="checkbox"/> FAILED Milestone Goal (<50%) <input type="checkbox"/> ACHIEVED Milestone Goal (50%) <input type="checkbox"/> EXCEEDED Milestone Goal (>50%)
Participation in Formalized Mentoring	<b>60%</b> of all youth Participants	Reported on MEAL Reported monthly	<input type="checkbox"/> FAILED Milestone Goal (<60%) <input type="checkbox"/> ACHIEVED Milestone Goal (60%) <input type="checkbox"/> EXCEEDED Milestone Goal (>60%)
Youth Enrollments (YTD)	<b>45</b> Youth will be enrolled by Dec. 31 <sup>st</sup> , 2007  <b>75</b> Youth will be enrolled by June 30 <sup>th</sup> , 2008  <b>90</b> Youth will be enrolled by July 31 <sup>st</sup> , 2008  <b>100</b> Youth will be enrolled by Sept 30 <sup>th</sup> , 2008	--> Measured Jan 2008  --> Measured July 2008  --> Measured Aug 2008  --> Measured Oct 2008	<input type="checkbox"/> FAILED Goal Requirement (<90%) <input type="checkbox"/> ACHIEVED Goal Requirement (90%-100%) <input type="checkbox"/> EXCEEDED Goal Requirement (101% +)
Completion Of Resume/Employment Portfolio	<b>80%</b> of all Youth Participants	Reported on MEAL Reported monthly	<input type="checkbox"/> FAILED Milestone Goal (<80%) <input type="checkbox"/> ACHIEVED Milestone Goal (80%) <input type="checkbox"/> EXCEEDED Goal Requirement (>80%)

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

## EXHIBIT A-1 Milestone and Benchmark Goal Requirements

MEASURE	BENCHMARK PERFORMANCE GOAL	TIME OF MEASUREMENT	BENCHMARK GOAL REQUIREMENT
<b>Placement in Education or Employment</b> County Performance Standard <span style="color: red;">65%</span>	<span style="color: red;">65%</span> of Youth Participants included in Measure	Reported on MEAL Reported monthly  Final performance will be calculated March 2009	<input type="checkbox"/> FAILED Benchmark Goal (<52%) <input type="checkbox"/> FAVORABLE Performance Achieved (58%+) <input type="checkbox"/> ACHIEVED Performance Standard (65%) <input type="checkbox"/> EXCEEDED Performance Standard (>65%)
<b>Literacy and Numeracy Gains</b> County Performance Standard <span style="color: red;">45%</span>	<span style="color: red;">45%</span> of Youth Participants included in Measure	Reported on MEAL Reported monthly  Final performance will be calculated March 2009	<input type="checkbox"/> FAILED Benchmark Goal (<36%) <input type="checkbox"/> FAVORABLE Performance Achieved (40%+) <input type="checkbox"/> ACHIEVED Performance Standard (45%) <input type="checkbox"/> EXCEEDED Performance Standard (>45%)
<b>Attainment of a Degree or Certificate</b> County Performance Standard <span style="color: red;">65%</span>	<span style="color: red;">65%</span> of youth Participants included in Measure	Reported on MEAL Reported monthly  Final performance will be calculated March 2010	<input type="checkbox"/> FAILED Benchmark Goal (<52%) <input type="checkbox"/> FAVORABLE Performance Achieved (>58%) <input type="checkbox"/> ACHIEVED Performance Standard (65%) <input type="checkbox"/> EXCEEDED Performance Standard (>65%)
<b>Younger Youth Skill Attainment</b> County Performance Standard <span style="color: red;">90%</span>	<span style="color: red;">90%</span> of all Younger youth Participants	Reported on MEAL Reported monthly  Final performance will be calculated March 2009	<input type="checkbox"/> FAILED Benchmark Goal (<72%) <input type="checkbox"/> FAVORABLE Performance Achieved (81%+) <input type="checkbox"/> ACHIEVED Performance Standard (90%) <input type="checkbox"/> EXCEEDED Performance Standard >90%)
<b>Follow-Up Reporting</b> County Performance Standard <span style="color: red;">72%</span>	<span style="color: red;">72%</span> of all Quarterly Contact reports will be complete, including questions and complete interview	Measured quarterly  Final performance will be calculated June 2010	<input type="checkbox"/> FAILED Benchmark Goal (<58%) <input type="checkbox"/> FAVORABLE Performance Achieved (65%+) <input type="checkbox"/> ACHIEVED Performance Standard (72%) <input type="checkbox"/> EXCEEDED Performance Standard (>72%)

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

**EXHIBIT A-2 COMMUNITY Action Commission Out of School Youth (OSY)**

**NEGOTIATED BENCHMARKS Of Performance**

	County Performance Standard	Contractor Min Performance	Definition	Timing Requirements for Attainment	Exclusions
Placement in Employment or Education	65%	52%	Percentage of participants who are in employment, the military, post-secondary education, and/or advanced training/occupational training soon after exit.	During 1 <sup>st</sup> quarter (1-3 months) after exit.	1) Youth in post-secondary education, employment, or the military at date of participation.
Contractor	Optimally, 55 youth enrolled will achieve the outcome of placement in Employment or Education	A minimum of 44 youth enrolled will achieve the outcome of placement in Employment or Education	Assumptions: <ul style="list-style-type: none"> <li>• Net 84 youth will be enrolled during FY 2007-2009 subject to this measure</li> <li>• 16 youth will be in post secondary education or employed at the date of participation</li> </ul>	During 1 <sup>st</sup> quarter (1-3 months) after exit.	1) Youth in post-secondary education, employment, or the military at date of participation.
Benchmarks	<p>Contractor will submit monthly MEAL Report and benchmark performance based on data submitted.</p> <p>The performance measure will be monitored on a quarterly basis and if contractor is achieving performance in all benchmarks they will be in a favorable position for having their contract renewed for a one year period without re-competing based on the availability of funding and pending program reauthorization. Achieving performance for this measure is &gt;58% for this contract period. This determination is expected to be made mid-way through the contract term.</p>				

**\*\*Note:** Any participants institutionalized/incarcerated or relocated to a mandated residential program at exit, customers exited for health/medical reasons or deceased, and participants called up for active duty are excluded from all performance measures.

	County Performance Standard	Contractor Minimum Performance	Definition	Timing Requirements for Attainment	Exclusions
Literacy and Numeracy Gains	45%	36%	Number of participants who increase one or more educational functioning level within one year of the date of participation.	By the end of one year from the date of participation.	<ol style="list-style-type: none"> <li>1) Out-of-school youth who are not basic skills deficient.</li> <li>2) In-school youth.</li> </ol>
Contractor	Optimally, 34 youth enrolled will achieve the outcome of literacy and numeracy gains	A minimum of 28 youth enrolled will achieve the outcome of placement in Employment or Education	Assumptions: <ul style="list-style-type: none"> <li>• 80% of enrolled youth will be basic skills deficient.</li> <li>• 95% of enrolled youth will be OSY</li> <li>• Net enrolled youth subject to this measure is estimated at 76.</li> <li>• 50 OSY enrolled by the contractor will enroll in education during participation in the program.</li> <li>• Definition:</li> </ul>	By the end of one year from the date of participation	<ol style="list-style-type: none"> <li>1) Out-of-school youth who are not basic skills deficient.</li> <li>2) In-school youth</li> </ol>
Benchmarks	<p>Contractor will submit monthly MEAL Report and benchmark performance based on data submitted.</p> <p>The performance measure will be monitored on a quarterly basis and if contractor is achieving performance in all benchmarks they will be in a favorable position for having their contract renewed for a one year period without re-competing based on the availability of funding and pending program reauthorization. Achieving performance for this measure is &gt;40% for this contract period. This determination is expected to be made mid-way through the contract term.</p>				



	County Performance Standard	Contractor Minimum Performance	Definition	Timing Requirements for Attainment	Exclusions
Attainment of a Degree or Certificate	65%	52%	Percentage of participants who are in education who attained a diploma, GED, or certificate several months after exit.	By the end of the 3 <sup>rd</sup> quarter (6-12 months) after exit.	1) Youth not enrolled in education at the date of participation or at any point during the program.
Contractor	Optimally, 33 youth enrolled will achieve the outcome of attainment of a degree or certificate.	A minimum of 26 youth enrolled will achieve the outcome of attainment of a degree or certificate.	Assumptions: <ul style="list-style-type: none"> <li>50 enrolled youth will be enrolled in education during participation in the program. (determined in strategy to achieve literacy and numeracy)</li> <li>The denominator for this measure is 50.</li> <li>The numerator for this measure is youth who have achieved attainment of a degree or certificate by the end of the 3<sup>rd</sup> quarter after exit.</li> </ul>	By the end of the 3 <sup>rd</sup> quarter (6-12 months) after exit.  5/31/2009 exits must have achieved no later than 3/2010	1) Youth not enrolled in education at the date of participation or at any point during the program.
Benchmarks			Contractor will submit monthly MEAL Report and benchmark performance based on data submitted.  The performance measure will be monitored on a quarterly basis and if contractor is achieving performance in all benchmarks they will be in a favorable position for having their contract renewed for a one year period without re-competing based on the availability of funding and pending program reauthorization. Achieving performance for this measure is >58% for this contract period. This determination is expected to be made mid-way through the contract term.		
	County Performance Standard	Contractor Minimum Performance	Definition	Timing Requirements for Attainment	Exclusions

Younger youth skill attainment	90%	72%	<p>Percentage of skill goals attained by all in-school youth and out-of-school youth assessed to be in need of basic skills, occupational skills and work readiness skills.</p> <p>*At least one (and a maximum of three) goals must be set each year.</p> <p>**If a customer is assessed basic skills deficient, a basic skill goal must be set.</p>	<p>1) Within 12 months of setting the goal AND; 2) Before customer exits</p>	<p>1) youth age 19,20,21</p>
Contractor	<p>Optimally, 63 younger youth enrolled will achieve the outcome of skill attainment.</p>	<p>A minimum of 51 younger youth enrolled will achieve the outcome of attainment skill attainment.</p>	<p>Assumptions: 70 youth will be subject to this measure.</p>		
Benchmarks			<p>Contractor will submit monthly MEAL Report and benchmark performance based on data submitted.</p> <p>The performance measure will be monitored on a quarterly basis and if contractor is achieving benchmarks they will be in a favorable position for having their contract renewed for a one year period without re-competing based on the availability of funding and pending program reauthorization. This determination is expected to be made mid-way through the contract term.</p>		

	County Performance Standard	Contractor Minimum Performance	Definition	Timing Requirements for Attainment	Exclusions																														
Follow-Up			CAC will provide the required follow-up services to all clients for a minimum of 12 months after exit from the program. Follow-up services may include: leadership development; supportive services; regular contact with the youth's employer, including addressing work-related problems that arise; assistance with job development, career development and further education; work-related peer-support groups; adult mentoring; and tracking the progress of youth in employment after training																																
Contractor	80% of state average deporting demographic average for Complete: All Questions and Complete Interview, Missing Data	Total average for Complete: All Questions and Complete Interview: Missing data shall equal 58%	Assumption: Improved reporting will demonstrate contractor's ability to provide follow-up services to youth.  Youth Follow Up Report Data	Quarterly reports																															
Benchmarks	Complete, all questions 72.14% Complete Interview, missing data 1.72%		<table border="1"> <thead> <tr> <th></th> <th>State Avg.</th> <th></th> </tr> </thead> <tbody> <tr> <td><b>Complete: All Questions</b></td> <td>72.14%</td> <td>24%</td> </tr> <tr> <td><b>Complete Interview: Missing Data</b></td> <td>1.72%</td> <td>7%</td> </tr> <tr> <td>Respondent Never Located</td> <td>17.15%</td> <td>53%</td> </tr> <tr> <td>Located but Never Available</td> <td>7.43%</td> <td>14%</td> </tr> <tr> <td>Informant Refused for Respondent</td> <td>0.35%</td> <td>0</td> </tr> <tr> <td>Respondent Refused Interview</td> <td>0.24%</td> <td>0</td> </tr> <tr> <td>Language Problem Prevented Interview</td> <td>0.01%</td> <td>0</td> </tr> <tr> <td>Unable Due to Illness / Disability</td> <td>0.24%</td> <td>0</td> </tr> <tr> <td>Died / Incapable / Institutionalized After Exit</td> <td>0.72%</td> <td>2%</td> </tr> </tbody> </table> <p>Data validation for this measure will occur in 12/2009.</p> <p>Quarterly follow-up contact information reports will be utilized to extract result data.</p>		State Avg.		<b>Complete: All Questions</b>	72.14%	24%	<b>Complete Interview: Missing Data</b>	1.72%	7%	Respondent Never Located	17.15%	53%	Located but Never Available	7.43%	14%	Informant Refused for Respondent	0.35%	0	Respondent Refused Interview	0.24%	0	Language Problem Prevented Interview	0.01%	0	Unable Due to Illness / Disability	0.24%	0	Died / Incapable / Institutionalized After Exit	0.72%	2%		
	State Avg.																																		
<b>Complete: All Questions</b>	72.14%	24%																																	
<b>Complete Interview: Missing Data</b>	1.72%	7%																																	
Respondent Never Located	17.15%	53%																																	
Located but Never Available	7.43%	14%																																	
Informant Refused for Respondent	0.35%	0																																	
Respondent Refused Interview	0.24%	0																																	
Language Problem Prevented Interview	0.01%	0																																	
Unable Due to Illness / Disability	0.24%	0																																	
Died / Incapable / Institutionalized After Exit	0.72%	2%																																	

## EXHIBIT A-3

Effective the date of this contract, the Department of Labor, Employment & Training Administration has mandated the following performance measurement areas for WIA youth programs. These performance measures are subject to change by the State and Federal Government. Contractors will be notified in writing of any changes that could affect program activities or outcomes. The State of California maintains a question and answer website at: <http://www.edd.ca.gov/wiarep/wiaqaperf.htm>

### **I. WIA Performance Standards Measures**

#### **Youth ages 14 – 18**

##### Younger Youth Skill Attainment Rate

Of all in-school youth and any out-of-school youth assessed to be in need of basic skills, work readiness skills, and/or occupational skills:

Total number of basic skills goals attained by younger youth plus number of work readiness skills goals attained by younger youth plus number of occupational skills goals attained by younger youth divided by the total number of basic skills goals plus the number of work readiness skills plus the number of occupational skills goals set.

##### Younger Youth Diploma or Equivalent Attainment

Of those who register without a diploma or equivalent:

Number of younger youth who attained secondary school diploma or equivalent by the end of the first quarter after exit divided by the number of younger youth who exit during the quarter (except those still in secondary school at exit)

##### Younger Youth Retention Rate

Number of younger youth found in one of the following categories in the third quarter following exit:

Post secondary education

Advanced training

Employment

Military Service

Qualified Apprenticeships

##### Older Youth Entered Employment Rate (Youth ages 19-21)

Of those who are not employed at registration and who are not enrolled in post-secondary education or advanced training in the first quarter after exit:

Number of older youth who have entered employment by the end of the first quarter after exit divided by the number of older youth who exit during the quarter

##### Older Youth Employment Retention Rate at Six Months

Of those who are employed in the first quarter after exit and who are not enrolled in post-secondary education or advanced training in the third quarter after exit:

Number of older youth who are employed in third quarter after exit divided by the number of older youth who exit during the quarter.

### Older Youth Average Earnings Change in Six Months

Of those who are employed in the first quarter after exit and who are not enrolled in post-secondary education or advanced training in the third quarter after exit:

Total post-program earnings (earnings in quarter 2 + quarter 3 after exit) minus pre-program earnings (earnings in quarter 2 + quarter 3 prior to registration) divided by the number of older youth who exit during the quarter.

### Older Youth Credential Rate

Number of older youth who are in employment, post-secondary education, or advanced training in the first quarter after exit and received a credential by the end of the third quarter after exit divided by the number of older youth who exit during the quarter

USDOL has implemented a set of three (3) performance measures for all youth (16-21) common across all employment and training programs. For further information, please refer to Training and Employment Guidance Letter (TEGL) No. 17-05, Common Measures Policy for the Employment and Training Administration's (ETA) Performance Accountability System and Related Performance Issues at [http://wdr.doleta.gov/directives/attach/TEGL\\_17-05.pdf](http://wdr.doleta.gov/directives/attach/TEGL_17-05.pdf).

## **II. DOL Common Measures**

### **All Youth ages 16-21**

1) **Placement in Employment or Education:** Measures the percentage of participants who are in employment, the military, post-secondary education, and/or advanced training/occupational skills training in the 1st quarter after the program exit quarter

2) **Attainment of a Degree or Certificate:** Measures the percentage of participants in education who attained a diploma, GED, or certificate by the 3rd quarter after the program exit quarter

3) **Literacy/Numeracy Gains:** Measures the percentage of out-of-school basic skill deficient participants who increase one or more educational functioning levels (Adult Basic Education or English as a Second Language) within one year of the date of youth program participation

The Literacy/Numeracy Gains Measure requires the use of the same standardized test for both pre-assessment and post-assessment. The approved assessment tools are:

- Comprehensive Adult Student Assessment Instrument (CASAS)
- Test of Adult Basic Education (TABE)
- Adult Basic Learning Exam (ABLE)
- Adult Measures of Educational Skills (AMES)
- Student Performance Levels for ESL
- Basic English Skills Test for ESL (BEST)
- Work Keys (for top three ABE levels only)

**Exhibit A-4  
WIA YOUTH CONTRACTOR AND COUNTY ROLES AND RESPONSIBILITIES**

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

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

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

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



## Exhibit B

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

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$ 658,962**.
- B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **Exhibit A through A2** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail and back-up data (receipts, etc) to enable an audit of the charges and provide supporting documentation if so specified in **Exhibit A**. Invoices must be approved by the contractor's fiscal representative prior to submission for payment.
- C. **By the 10<sup>th</sup> of each month** CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice for the service performed over the period specified. These invoices must cite the assigned Board Contract Number, and include information about the names, locations, elements, and mode of service delivery. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation by the established deadline. WIA invoices will be paid in conjunction with the County's monthly cash draw from the State. Should CONTRACTOR miss the 10<sup>th</sup> of the month deadline and/or not present a satisfactory invoice and/or backup, CONTRACTOR payment will be processed with the next month's cash draw - NO EXCEPTIONS. Additionally, should CONTRACTOR be out of compliance with the program requirements including MIS paperwork, payment will not be processed until CONTRACTOR is in compliance with the programmatic terms of the contract.
- D. At an agreed upon date in June 2010 the parties shall meet to determine the number of benchmarks achieved based upon the definitions, criteria, and benchmarks as set forth in Exhibit A-1 and Exhibit A-2 of this agreement. Based on the June 2010 assessment, CONTRACTOR shall be paid the appropriate amount due from the funds withheld as set forth in Exhibit A, Section VI. D. of this agreement.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

**Exhibit B-1 CAC WIA OSY Youth Line Item Budget PY 2007-2010**

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

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

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

<b>Type of Employee Benefit – Briefly Describe</b>	<b>Total Cost of Benefit</b>	<b>% Applicable to WIA</b>	<b>Funding Requested</b>
1. Director	\$23,606	5%	\$1,180
Fringe Benefit Pool is made up of the following for all CAC personnel:			
Social Security	7.65%		
Unemployment	5.4% on first \$7,000		
Workers Compensation	9.04%		
Croup Health Insurance	9.55%		
(Medical, Dental, Life)			
And Long Term Disability)			
Retirement (Match)	5.0%		
2. Coordinator	\$13,824	50%	\$6,912
See Above			
3. Educator/Case Managers	\$30,968	100%	\$30,971
See Above			
4. Administrative Assistant	\$8,916	50%	\$4,458
See Above			
<b>Sub-Total Employee Benefits</b>	\$77,314		\$43,521
<b>TOTAL SALARIES AND EMPLOYEE BENEFITS</b>	\$315,204		\$177,424

<b>SALARIES AND EMPLOYEE BENEFITS Position(s)</b>	<b>Hourly Rate</b>	<b>Annual Total Cost For Position</b>	<b>% Applicable to WIA</b>	<b>Funding Requested</b>
1. Director	\$34.92	\$72,634	5%	\$3,632
Associated Duties: Associated Duties: The program director is responsible for the administration of the program and ensures that program staff is in compliance with contract requirements. The director is 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 and attends all required meetings relating to the WIA contract.				
2. Program Coordinator	\$20.45	\$42,536	50%	\$21,268
Associated Duties: Associated Duties: 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 countywide 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, the coordinator is expected to take on a case load as required and in the event that staff are ill or absent, must ensure services are provided to clients.				
3. Education/Case Manager	\$15.27	\$95,285	100%	\$95,285
Associated Duties: 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 and resumes; 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, employers, and other network providers. ( 3 case managers)				
4. Administration Assistant	\$13.19	\$27,435	50%	13,718
Associated Duties:				
<b>Sub-Total Salaries:</b>		<b>\$237,890</b>		<b>\$133,903</b>

**SERVICES AND SUPPLIES**

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

Name of Consultant(s)/Contract Services	Total Cost of Service/Contract	% Applicable to WIA	Funding Requested
1. Independent Audit			
2.			
3.			
4.			
5.			
<b>Sub-Total Services</b>	\$		\$

2) Supplies For Administration/Program

Item	Total Costs	% Applicable to WIA	Funding Requested
Provide a detailed breakdown of expenses in space provided below for each item			
1. Office Expenses Expenses under this line item include cost of materials for program operation such as paper, paper clips, file folders, binders, etc. These expenses will be divided equally amongst the three sites.	\$1,200	100%	\$1,200
2. Telephone Mobile telephone costs in order to be accessible to our clients and employers. Our current costs for cell phone usage averages approximately \$1000. 1 Phone at \$1000 per year = \$1000 X 4 Staff = \$4000	\$4,000	100%	\$4,000
3. Mileage/Travel Mileage @ .445 at 400 miles per week \$9,256 Out of town travel for conference & Trainings \$3,000	\$12,256		\$12,256
4. Conferences/Training Training Costs include conference attendance to several WIA related conferences. Conference costs also include lodging as well as per diem. Staff will attend approximately 2 to 3 out of town conferences or trainings that will range in cost from \$800 to \$1000 in total costs for lodging, registration, and per diem for all staff.	\$3,000	100%	\$3,000
5.			

<b>Sub-Total Supplies</b>	\$20,456		\$20,456

3) Supplies For Clients

Item	Total Costs	% Applicable to WIA	Funding Requested
Provide a detailed breakdown of expenses in the space provided.			
1. Supportive Services			
2. Supplies	\$5,000	100%	\$5,000
Program supplies include cost of ancillary supplies for participants. This also includes possible assistance for books if needed. This cost, includes educational materials (i.e. Calculators, notebooks, back packs etc.), assessments tools, tutoring guides, and other educational related materials.			
3. Mileage/Travel	4,628	100%	4,628
Based on previous program expenses, we estimate that we will incur approximately 200 miles per week for all sites (3.5 FTE staff) at \$.445 per mile (\$89.00/week X 52 = \$4,628)			
4. Vocational/Occupational Training	\$4,000	100%	\$4,000
Training opportunities for youth that requires specialized skills training (ie. Culinary specialization, computer-aided design, multi-media film production)			
5. Subsidized Employment/Internships/Stipends			
6. Incentives	\$2,500		\$2,500
Includes gift certificates for clothing, CD's, phone cards, educational materials, backpacks, tee shirts, etc. (Funds to be distributed throughout the three regions served)			
7. Aftercare Services	\$1,000		\$1,000
Follow up services will include activities to support participants in training them for jobs or retraining them in different positions. \$500 Incentives to motivate and encourage participants to succeed in their goals. \$500.00			

<b>Sub-Total Supplies</b>	\$17,128		\$17,128
<b>TOTAL SERVICES AND SUPPLIES</b>	\$37,584		\$37,584

**OPERATING EXPENSES**

<i>Item</i>	Funding Requested
1. Facility Costs	\$1,680
Note: WIA funds requested to pay for facilities costs (not included in overhead or indirect) will require back-up before contract.	
2. Equipment Lease/Rental	\$300
Note: WIA funds requested to purchase or lease equipment (not included in overhead or indirect) will require back-up before purchase.	
3. Insurance (Refer to General Contract Provisions for Insurance Requirements)	\$500
<b>Total Operating Expenses</b>	<b>\$2,480</b>

Indirect Cost Rate/Overhead Rate	\$18,486
<b>TOTAL WIA FUNDS REQUESTED</b>	<b>\$235,974</b>

**LINE ITEM BUDGET SUMMARY (For Program Year 2008-2009)**

**SALARIES AND EMPLOYEE BENEFITS**

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

Position(s)	Hourly Rate	Annual Total Cost For Position	% Applicable to WIA	Funding Requested
1. Director	\$35.98	\$74,838	5%	\$3,742
Associated Duties: Associated Duties: The program director is responsible for the administration of the program and ensures that program staff is in compliance with contract requirements. The director is 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 and attends all required meetings relating to the WIA contract.				
2. Program Coordinator	\$21.07	\$43,826	50%	\$21,913
Associated Duties: Associated Duties: 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 countywide 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, the coordinator is expected to take on a case load as required and in the event that staff are ill or absent, must ensure services are provided to clients.				
3. Education/Case Manager	\$15.74	\$98,217	100%	\$98,217
Associated Duties: Providing one-an-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 and resumes; 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, employers, and other network providers. (3 Case Managers)				
4. Administration Assistant	\$13.58	\$28,246	50%	\$14,123
Associated Duties: Provide support for the Director, Program Coordinator and Case Managers.				
5.				
Associated Duties:				
6.				
Associated Duties				
<b>Sub-Total Salaries:</b>		<b>\$245,127</b>		<b>\$137,995</b>

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

Type of Employee Benefit – Briefly Describe	Total Cost of Benefit	% Applicable to WIA	Funding Requested
1. Director	\$24,697	5%	\$1,235
Fringe Benefit Pool is made up of the following for all CAC personnel:			
Social Security	7.65%		
Unemployment	5.4% on first \$7,000		
Workers Compensation	9.04%		
Croup Health Insurance (Medical, Dental, Life) And Long Term Disability)	10%		
Retirement (Match)	5.0%		
2. Coordinator	\$14,463	50%	\$7,231
See Above			
3. Educator/Case Managers	\$32,412	100%	\$32,412
See Above			
4. Administrative Assistant	\$9,321	50%	\$4,661
See Above			
<b>Sub-Total Employee Benefits</b>	\$80,893		\$45,539
<b>TOTAL SALARIES AND EMPLOYEE BENEFITS</b>	\$326,020		\$183,534

**SERVICES AND SUPPLIES**

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

Name of Consultant(s)/Contract Services	Total Cost of Service/Contract	% Applicable to WIA	Funding Requested
1. Independent Audit			
2.			
3.			
4.			
5.			





Item	Total Costs	% Applicable to WIA	Funding Requested
Provide a detailed breakdown of expenses in the space provided.			
1. Supportive Services			
2. Supplies	\$7,000	100%	\$7,000
Program supplies include cost of ancillary supplies for participants. This also includes possible assistance for books if needed. This cost, includes educational materials (ie. Calculators, notebooks, back packs etc.), assessments tools, tutoring guides, and other educational related materials.			
3. Mileage/Travel	4,680	100%	4,680
Based on previous program expenses, we estimate that we will incur approximately 200 miles per week for all sites (3.5 FTE staff) at \$.45 per mile (\$90.00/week X 52 = \$4,680)			
4. Vocational/Occupational Training	\$4,000	100%	\$4,000
Training opportunities for youth that requires specialized skills training (ie. Culinary specialization, computer-aided design, multi-media film production)			
5. Subsidized Employment/Internships/Stipends			
6. Incentives	\$2,500		\$2,500
Includes gift certificates for clothing, CD's, phone cards, educational materials, backpacks, tee shirts, etc. (Funds to be distributed throughout the three regions served)			
7. Aftercare Services	\$4,000		\$4,000
Follow up Services will include activities to support participants in training them for new jobs or retraining them in different positions. \$2,500 Incentives to motivate and encourage participants to succeed in their goals. \$500.00			
<b>Sub-Total Supplies</b>	\$22,180		\$22,180
<b>TOTAL SERVICES AND SUPPLIES</b>	\$43,040		\$43,040

**OPERATING EXPENSES**

<i>Item</i>	Funding Requested
1. Facility Costs	\$1,680
Note: WIA funds requested to pay for facilities costs (not included in overhead or indirect) will require back-up before contract.	
2. Equipment Lease/Rental	\$300
Note: WIA funds requested to purchase or lease equipment (not included in overhead or indirect) will require back-up before purchase.	
3. Insurance (Refer to General Contract Provisions for Insurance Requirements)	\$500
4.	
5.	
6.	
7.	
<b>Total Operating Expenses</b>	<b>\$2,480</b>

Indirect Cost Rate/Overhead Rate	\$19,470
<b>TOTAL WIA FUNDS REQUESTED</b>	<b>\$248,524</b>

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

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

Position(s)	Hourly Rate	Annual Total Cost For Position	% Applicable to WIA	Funding Requested
1. Director	\$37.07	\$77,106	5%	\$3,855
Associated Duties: Associated Duties: The program director is responsible for the administration of the program and ensures that program staff is in compliance with contract requirements. The director is 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 and attends all required meetings relating to the WIA contract.				
2. Program Coordinator	\$21.70	\$45,136	50%	\$22,568
Associated Duties: Associated Duties: 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 countywide 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, the coordinator is expected to take on a case load as required and in the event that staff are ill or absent, must ensure services are provided to clients.				
3. Education/Case Manager	\$16.21	\$51,553	100%	\$51,553
Associated Duties: 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 and resumes; 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, employers, and other network providers.( 1½ staff)				
4. Administration Assistant	\$13.99	\$29,099	50%	\$14,549
Associated Duties:				
5.				
Associated Duties:				
6.				
Associated Duties				
<b>Sub-Total Salaries:</b>		<b>\$235,633</b>	<b>\$92,525</b>	

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

Type of Employee Benefit – Briefly Describe	Total Cost of Benefit	% Applicable to WIA	Funding Requested
1. Director	\$25,445	5%	\$1,272
Fringe Benefit Pool is made up of the following for all CAC personnel:			
Social Security	7.65%		
Unemployment	5.4% on first \$7,000		
Workers Compensation	9.04%		
Croup Health Insurance (Medical, Dental, Life) And Long Term Disability)	10%		
Retirement (Match)	5.0%		
2. Coordinator	\$14,895	50%	\$7,447
See Above			
3. Educator/Case Managers	\$17,816	100%	\$17,816
See Above			
4. Administrative Assistant	\$9,603	50%	\$4,801
See Above			
<b>Sub-Total Employee Benefits</b>	\$67,759		\$31,336
<b>TOTAL SALARIES AND EMPLOYEE BENEFITS</b>	\$313,392		\$123,861

**B. SERVICES AND SUPPLIES**

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

Name of Consultant(s)/Contract Services	Total Cost of Service/Contract	% Applicable to WIA	Funding Requested
1. Independent Audit			
2.			
3.			
4.			

5.			
<b>Sub-Total Services</b>			
	\$		\$

Supplies For Administration/Program

Item	Total Costs	% Applicable to WIA	Funding Requested
Provide a detailed breakdown of expenses in space provided below for each item			
1. Office Expenses	\$1,500	100%	\$1,500
Expenses under this line item include cost of materials for program operation such as paper, paper clips, file folders, binders, etc. These expenses will be divided equally amongst the three sites.			
2. Telephone	\$3,000	100%	\$3,000
Mobile telephone costs in order to be accessible to our clients and employers. Our current costs for cell phone usage averages approximately \$1000. 1 Phone at \$1000 per year = \$1000 X 3 Staff = \$3000			
3. Mileage/Travel	\$11,275		\$11,275
Mileage @ .45 at 375 miles per week	\$8,775		
Out of town travel for conference & Trainings	\$2,500		
4. Conferences/Training	\$2,500	100%	\$2,500
Training Costs include conference attendance to several WIA related conferences. Conference costs also include lodging as well as per diem. Staff will attend approximately 2 to 3 out of town conferences or trainings that will range in cost from \$800 to \$1000 in total costs for lodging, registration, and per diem for all staff.			
5.			
6.			
7.			

<b>Sub-Total Supplies</b>	\$18,275		\$18,275
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Supplies For Clients

Item	Total Costs	% Applicable to WIA	Funding Requested
Provide a detailed breakdown of expenses in the space provided.			
1. Supportive Services			
2. Supplies	\$4,000	100%	\$4,000
Program supplies include cost of ancillary supplies for participants. This also includes possible assistance for books if needed. This cost, includes educational materials (ie. Calculators, notebooks, back packs etc.), assessments tools, tutoring guides, and other educational related materials.			
3. Mileage/Travel	4,680	100%	4,680
Based on previous program expenses, we estimate that we will incur approximately 200 miles per week for all sites (2.5 FTE staff) at \$.45 per mile (\$90.00/week X 52 = \$4,680)			
4. Vocational/Occupational Training	\$2,000	100%	\$2,000
Training opportunities for youth that requires specialized skills training (ie. Culinary specialization, computer-aided design, multi-media film production)			
5. Subsidized Employment/Internships/Stipends			
6. Incentives	\$2,500		\$2,500
Includes gift certificates for clothing, CD's, phone cards, educational materials, backpacks, tee shirts, etc. (Funds to be distributed throughout the three regions served)			
7. Aftercare Services	\$3,000		\$3,000
Follow up Services will include activities to support participants in training them for new jobs or retraining them in different positions. \$2,500 Incentives to motivate and encourage participants to succeed in their goals. \$500.00			
<b>Sub-Total Supplies</b>	\$16,180		\$16,180
<b>TOTAL SERVICES AND SUPPLIES</b>	\$35,455		\$34,455

**C. OPERATING EXPENSES**

<i>Item</i>	Funding Requested
1. Facility Costs	\$1,680
Note: WIA funds requested to pay for facilities costs (not included in overhead or indirect) will require back-up before contract.	
2. Equipment Lease/Rental	\$300
Note: WIA funds requested to purchase or lease equipment (not included in overhead or indirect) will require back-up before purchase.	
3. Insurance (Refer to General Contract Provisions for Insurance Requirements)	\$500
4.	
5.	
6.	
7.	
<b>Total Operating Expenses</b>	<b>\$2,480</b>

Indirect Cost Rate/Overhead Rate	\$13,668
<b>TOTAL WIA FUNDS REQUESTED</b>	<b>\$174,464</b>



## EXHIBIT C

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

#### INDEMNIFICATION

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

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

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

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

Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff

1. While performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.
2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability

clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

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

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

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

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

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

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

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

## EXHIBIT D

### General Provisions and Standards of Conduct

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

#### 1. Compliance –

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

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

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

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

e. *Drug-Free Workplace Certification:* By signing this subgrant/contract, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR or contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. and 29 CFR Part 98) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8350(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - ~ The dangers of drug abuse in the workplace;
  - ~ The person's or organization's policy of maintaining a drug-free workplace;
  - ~ Any available counseling, rehabilitation and employee assistance programs; and,
  - ~ Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code Section 8355©, that every employee who works on the proposed contract:
  - ~ Will receive a copy of the company's drug-free policy statement; and,
  - ~ Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

f. *Child Support Compliance Act:* In accordance with the Child Support Compliance Act, the CONTRACTOR recognizes and acknowledges:

1. The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).

g. *Debarment and Suspension Certification:* By signing this agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California the CONTRACTOR will comply with, regulations implementing Executive Order 12549, Debarment and Suspension, 29 C.F.R. Part 98.51 0, that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transitions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

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

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

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

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

## EXHIBIT E

### HIPAA Business Associate Agreement

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

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

#### 2. Further Disclosure of PHI

The Contractor shall not use or further disclose PHI other than as permitted or required by the underlying Agreement, or as required by law.

#### 3. Safeguarding PHI

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

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

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

The Contractor shall report to the County any use or disclosure of the PHI not provided for by the underlying Agreement or otherwise in violation of the Privacy Rule or Security Rule. Contractor shall report to County any security incidents within 10 days of becoming aware of such incidents. For purposes of this paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

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

The Contractor shall ensure that any agent, including a subcontractor, to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, shall comply with the same restrictions and conditions that apply through the underlying Agreement to the Contractor with respect to such information. The Contractor shall ensure that any agent to whom it provides PHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such PHI. Contractor shall not use subcontractors or agents, unless it receives prior written consent from County.

E\_\_\_\_\_

<sup>1</sup> "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

<sup>2</sup> "Electronic Protected Health Information" means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

## **6. Access to PHI**

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

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

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

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

The Contractor shall document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by Contractor and its agents or subcontractors for at least six years prior to the request, but not before the compliance date of the Privacy Rule.

## **9. Accounting of Disclosure**

The Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with 45 Code of Federal Regulations section 164.528, to permit the County to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.

## **10. Records Available to Covered Entity and Secretary**

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

## **11. Destruction of PHI**

a. Upon termination of the underlying Agreement for any reason, the Contractor shall:

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

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

b. In the event the Contractor determines that returning or destroying the PHI is not feasible, the Contractor shall provide the County notification of the conditions that make return or destruction not feasible. If the County agrees that the return of the PHI is not feasible, the Contractor shall extend the protections of this Exhibit to such PHI and limit further use and disclosures of such PHI for so long as the Contractor, or any of its agents or subcontractors, maintains such PHI.

## **12. Amendments**



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

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

The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor in violation of the requirements of the underlying Agreement or the Privacy Rule.

**14. Termination of Agreement**

The County shall terminate the underlying Agreement upon knowledge of a material breach by the Contractor of which the Contractor fails to cure.

**15. Definitions**

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

**16. Interpretation**

Any ambiguity in this Exhibit shall be resolved to permit County to comply with the Privacy Rule and Security Rule.

Contract Summary Form:

Contract Number:

- D1. Fiscal Year : FY 06/07; FY 07/08; FY 09/10
- D2. Budget Unit Number: 044
- D3. Requisition Number :
- D4. Department Name :Social Services
- D5. Contact Person : Rhonda Macdonald
- D6. Phone : (805) 346-7294

- K1. Contract Type (*check one*):  Personal Service  Capital Project/Construction
- K2. Brief Summary of Contract Description/Purpose : WIA Out of School Services
- K3. Original Contract Amount : \$658,962
- K4. Contract Begin Date : 06/01/07
- K5. Original Contract End Date : 05/31/2010
- K6. Amendment History (*leave blank if no prior amendments*):  

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndtAmt</u>	<u>CumAmndtToDate</u>	<u>NewTotalAmt</u>	<u>NewEndDate</u>	<u>Purpose</u>
<i>(2-4 words)</i>						
	\$	\$	\$			
- K7. Department Project Number :

- B1. Is this a Board Contract? (*Yes/No*) : YES
- B2. Number of Workers Displaced (*if any*): 0 (zero)
- B3. Number of Competitive Bids (*if any*) : 3
- B4. Lowest Bid Amount (*if bid*) : N/A
- B5. If Board waived bids, show Agenda Date : N/A
- B6. ... and Agenda Item Number : #
- B7. Boilerplate Contract Text Unaffected? (*Yes / or cite ¶¶*) : 5, 12, 30

- F1. Encumbrance Transaction Code : 1701
- F2. Current Year Encumbrance Amount : \$20,000
- 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 : Community Action Commission
- V3. Mailing Address : 5638 Hollister, Suite 230
- V4. City State (*two-letter*) Zip (*include +4 if known*) : Goleta, CA 93117
- V5. Telephone Number : (805) 964-8857
- V6. Contractor's Federal Tax ID Number (*EIN or SSN*) : 95-6000-940
- V7. Contact Person : Carolyn Contreras
- V8. Workers Comp Insurance Expiration Date : 9/1/2007
- V9. Liability Insurance Expiration Date[s] (*G=enl; P=rofl*) : 5/24/2007
- V10. Professional License Number : #
- V11. Verified by (*name of County staff*) : Rhonda Macdonald
- V12. Company Type (*Check one*):  Individual  Sole Proprietorship  Partnership  Corporation

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

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