

**SANTA BARBARA COUNTY
BOARD AGENDA LETTER**



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

Agenda Number:
Prepared on: 7/23/03
Department Name: Social Services
Department No.: 044
Agenda Date: 8/19/03
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:

TO: Board of Supervisors

FROM: Charlene A. Chase, Director
Social Services Department

STAFF CONTACT: Terrie Concellos
X4620

SUBJECT: AMENDMENT TO CONTRACTS WITH CALM AND CASA TO EXTEND PASS
THRU OF TITLE IV-E FEDERAL FUNDING

Recommendation(s):

That the Board of Supervisors authorize the chair to execute amendments to the agreements for the provision of passing thru Title IV-E federal funding for administrative activities performed with respect to eligible children who are either in out of home care or reasonable candidates for out of home care for the period July 1, 2001 through June 30, 2004. The amendments extend the terms of the agreements by one year with no additional level of funding, as follows:

- A. Child Abuse Listening & Mediation (CALM), a local non-profit organization, in the amount not to exceed \$534,600.
- B. Court Appointed Special Advocates (CASA), a local non-profit organization, in the amount not to exceed \$272,350.39

Alignment with Board Strategic Plan:

The recommendations are primarily aligned with Goal IV, Economic Vitality: A Community that is Economically & Vitally Sustainable and Goal VII, Families and Children: A Community that Fosters the Safety and Well-Being of Families and Children.

Executive Summary and Discussion:

In April of 2001, the Children & Families Commission of Santa Barbara County initiated a revenue maximization project with the following three goals:

- To expand the funding available in support of services to the children and families of Santa Barbara County,
- To enable Commission grantees to transition from time-limited Proposition 10 funding to more permanent sources of financial support, and
- To establish within the County the “infrastructure” necessary to more fully access available Federal funds on behalf of the County and community based organizations.

Request for proposals were sought from local community based organization that provided services that qualified under the Federal Title IV-E funding regulations. The Children & Families Commission reviewed these proposals and selected four organizations for funding - only two organization, CALM and CASA, accepted the invitation to participate in this revenue maximization pilot.

Although the Commission has taken the lead in this initiative, by Federal and State law the additional Federal funding to be claimed under Title IV-E of the Social Security Act must come through the County Department of Social Services so a collaborative between these two agencies was developed.

Under this collaborative, Proposition 10 funding is used as the non-Federal share (“match”) to draw down federal open-ended categorical funding for qualifying local community based organizations. The Department of Social Services will claim qualified administrative activities performed for Title IV-E eligible children for CALM and CASA and remit to them the federal reimbursement, less a 10% retainage fee for the county. This process is designed to bring to these local organizations additional funding for greatly needed services that would not have been there absence this revenue maximization project. The retainage fee is designed to offset, either partially or entirely, the costs charged to the Children & Families Commission of Santa Barbara County in developing, establishing, participating in, and maintaining procedures and documentation as required by law under this revenue maximization initiative.

On June 18, 2002 your Board executed agreements with CALM and CASA. The current action before your Board is to extend the terms of these agreements by one year with no additional level of funding. These contracts have not directly created any additional financial obligation on behalf of the County. They have been and will continue to be paid for with federal pass thru funding. Therefore, the Department of Social Services is requesting that your Board approve and execute the contract amendments with CALM and CASA to support the continuation of administrative activities performed on behalf of Title IV-E eligible children.

Mandates and Service Levels:

The services for these contracts are not mandated although they will enhance existing County services for eligible children in out of home care or at risk of being placed in out of home care.

Fiscal and Facilities Impacts:

The Department of Social Services has included adequate appropriations and revenue for direct payment to CALM and CASA and retainage to the Children & Family Commission in their 2003/2004 adopted budget. As the purpose of these contracts is to maximize revenue, these amounts were included in the Fiscal and

Contract Administration cost center which is shown on D-208 of the budget. There will be no additional county cost incurred by the execution of these amendments.

Special Instructions:

After execution by the Chair, please return the Department's copies of each agreement, and one (1) copy of the minute order to Social Services, attention: Hilary Yost.

Concurrence:

Auditor-Controller
County Administrator
County Counsel
Risk Management

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

(Revised June 2003)

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 **Child Abuse Listening & Mediation** having its principal place of business at **1236 Chapala Street, Santa Barbara, CA 93190** (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.** **Terrie Concellos** at phone number **805 681-4620** is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. **Anna M. Kokotovic** at phone number **805 965-2376** is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

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

To COUNTY: **Ms. Terrie Concellos**
Santa Barbara County Department of Social Services
234 Camino del Remedio
Santa Barbara, CA 93110

To CONTRACTOR: **Dr. Anna M. Kokotovic**
Child Abuse Listening & Mediation
P.O. Box 90754
Santa Barbara, CA 93190-0754

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

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

4. **TERM.** CONTRACTOR shall commence performance on **July 1, 2001** and end performance upon completion, but no later than **June 30, 2004** unless otherwise directed by COUNTY or unless earlier terminated.

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 other 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 receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

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

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

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

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

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

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability

shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

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

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

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

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

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY 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. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.** The parties shall comply with the Health Insurance Portability and Accountability Act (HIPAA) as set forth in Exhibit E.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Child Abuse Listening & Mediation**.

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: **ON FILE**

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

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

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
RISK MANAGER

By: _____
Risk Manager

EXHIBIT A

STATEMENT OF WORK

I. Purpose

This agreement is entered into by Santa Barbara County on behalf of its Department of Social Services, the Children & Families Commission of Santa Barbara County, hereinafter referred to as “the Commission;” and Court Appointed Special Advocates (CASA), hereinafter referred to as “PROVIDER.”

The purpose of this agreement is to assure that PROVIDER provides, and receives appropriate reimbursement for, case management and other administrative services in support of Title IV-E of the Social Security Act.

This agreement will be subject to all relevant and applicable State and Federal regulations.

II. Definitions

A. Administration

Federal financial participation (FFP) under this agreement is available under Title IV-E only for those activities that meet the Federal definition of “administration.” The definition of “administration” under Title IV-E of the Social Security Act includes the following activities:

- preparation for and participation in judicial proceedings,
- development of the case plan,
- case reviews,
- case management and supervision,
- a proportionate share of related agency overhead, or
- activities closely related to those listed above.

It is agreed by all parties that the scope of work to be provided under this agreement is fully within this definition of “administration” under Title IV-E.

B. Eligible Children

FFP is only available for administrative activities with respect to children are either in out-of-home care who have been found eligible for Title IV-E or, for children who are not in out-of-home care, children who have been determined to be “reasonable candidates” for Title IV-E out-of-home care.

1. In determining the portion of children in out-of-home care who have been found eligible for Title IV-E, PROVIDER will use the County’s current “access rate” (i.e., the percentage of children in out-of-home care who have been found eligible for Title IV-E).
2. “Reasonable candidates” are those children for whom there is:
 - a. an eligibility determination form which has been completed to establish the child’s eligibility under Title IV-E; or
 - b. evidence of court proceedings in relation to the removal of the child from the home, in the form of a petition to the court, a court order or a transcript of the court’s proceedings; or
 - c. a defined case plan which clearly indicates that, absent effective preventive services, foster care is the planned arrangement for the child.
 - d. Examples of instances where a child welfare worker may determine that preventive services may be appropriate to prevent placement of a child in out-of-home care include conditions where:
 - no parent or guardian is actually, willing, or able to provide care for said minor;
 - the child may be at risk to self or the person or property of others;
 - there is a prior history of police, probation, or social service intervention with minor or immediate family;
 - there is a reported history of runaway or uncontrollable behavior in the home setting;
 - there is a reported history of attendance, behavior, or academic problems in the school setting;
 - there is a deterioration in family and/or peer relationships;

- there is indication of substance abuse/chemical dependency by the minor and/or parent or guardian;
- there is a history of medical and/or mental health problems within the child's immediate family; or
- there are similar factors that support a reasoned decision that preventive services are, in the best interests of the child, appropriate to avoid out-of-home care.

III. Responsibilities of the Parties

- A. PROVIDER will be responsible for providing administrative support to Title IV-E pre-placement preventive services.

The nature of PROVIDER's administrative support will include one or more of the following activities:

- ***preparation for and participation in judicial proceedings*** – working with child welfare services, probation, and the courts to assure that the best interests of the child are being served and that no out-of-home placement will be made until reasonable efforts have been made to enable the child to remain at home or in the community;
- ***development of the case plan*** – assessing the needs of the child for pre-placement prevention services and determining which services are most appropriate to the needs of the child and his/her family;
- ***case reviews*** – evaluating the continuing needs of the child and the continued need for services at least once every six months and determining, based upon an updated assessment of the child's needs and the efficacy of pre-placement preventive services provided, the need to revise the child's case plan;
- ***case management and supervision*** – making the collateral contacts with community based organizations and other service providers to assure that services specified in the child's case plan are actually being provided, working with the family to assure that its obligations to the case plan are being met, working with the child to assure that his/her obligations are being met, coordinating the care provided by all individuals and organizations involved in the child's welfare, assuring access to services (including MediCal and Supplemental Security Income) that are needed by the child, assuring that medication and other therapy is being provided consistent with the case plan, preparation for meetings with the child/family and service providers, and making appropriate changes to the case plan consistent with changing circumstances;
- ***a proportionate share of related agency overhead*** – documenting other administrative and indirect costs that are fairly and appropriately allocated to

Title IV-E pre-placement prevention services, including client/staff no-shows and cancellations and other agency overhead; or

- **activities closely related to those listed above.**

B. In order to secure appropriate reimbursement for its expenditures, PROVIDER will submit to the Commission, and DSS on or before the 10th of the month after the close of each calendar quarter:

1. the total actual costs incurred under this agreement;
2. the portion of the total costs that are supported by public funds including those provided by the Commission and other public entities;
3. copies of certifications from the sources of those public funds that they have not been used as match for any other Federal program;
4. the total number of children served under this agreement and a breakdown of those children by age (i.e., the portion of those children who are age 0-5 and 6-18, or up to 19 years of age if the children are expected to graduate from high school or other educational or training program);
5. the portion of the total number of children served that are in out-of-home care and a breakdown of those children by age;
6. the portion of children who are not in out-of-home care that are “reasonable candidates” for Title IV-E and a breakdown of those children by age;
7. the portion of children who are not in out-of-home care that are not “reasonable candidates” for Title IV-E and a breakdown of those children by age; and
8. a summary narrative report describing services provided, outcomes achieved, and issues requiring the attention of the other parties to this agreement.

C. The Commission will certify to DSS the portion of the eligible total costs incurred by PROVIDER related to children age 0-5 that are financed by non- public funds provided by the Commission that have not been used as match for any other Federal program.

The Commission will also provide technical assistance to PROVIDER to assure that its Title IV-E claims are appropriate and accurate.

D. DSS will certify the expenditures reported by PROVIDER to the California Department of Social Services (CDSS) to be included in its claim for reimbursement from the U.S. Department of Health and Human Services.

When DSS receives reimbursement from CDSS for the work of PROVIDER, DSS will promptly pay PROVIDER ninety (90) percent of the Federal funds received. DSS will deposit the remaining ten (10) percent of the total Federal funds in a separate account to be used to reimburse County agencies for their costs associated in administering this contract and similar programs.

DSS will also be responsible for determining which children are “reasonable candidates” for Title IV-E pre-placement prevention services and serving as the sole agency responsible for dealing with CDSS. Costs can not be claimed for any child until DSS determines that the child is a “reasonable candidate.” This determination must be made no less frequently than once every six months. Should, at any time,

the child cease to be a “reasonable candidate,” the claiming of costs with respect to that child must be discontinued.

- E. PROVIDER agrees to be responsible for the accuracy of the financial and other data it provides to the other parties. Should it be determined that PROVIDER has provided inaccurate data or otherwise failed to comply with the terms of this agreement, PROVIDER will be responsible for any resulting disallowance in the Federal funds it receives under this agreement.
- F. PROVIDER further agrees to use all Federal reimbursement it receives under this agreement to sustain or enhance services to children. PROVIDER will not use any Federal reimbursement received under this agreement to supplant other funding received by PROVIDER. PROVIDER will pay special attention to assure that services to children aged 0-5 are sustained or enhanced at least in proportion to the Federal reimbursement received in relation to matching funds provided by the Commission.
- G. All parties agree to comply with all applicable standards associated with confidentiality of client records.
- H. All parties agree to participate in meetings and provide such information to each other as may be necessary for the efficient and proper administration of this agreement.

EXHIBIT B

PAYMENT ARRANGEMENTS Compensation Upon Completion

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall expend not more than \$1,188,000. The maximum cost-reimbursement to the CONTRACTOR shall be limited to \$534,600 (50 percent of total eligible expenditures less 10 percent retainage by the COUNTY).
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Upon completion of the work detailed in **EXHIBIT A** and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or claim must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of Federal funding from the California Department of Social Services (CDSS).
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

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

INDEMNIFICATION

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

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

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

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

Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include 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.

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

YEAR 2000 DATE CHANGE COMPLIANCE WARRANTY FOR GOODS AND SERVICES

CONTRACTOR warrants that any Products furnished by CONTRACTOR pursuant to this agreement shall support a four-digit year format and be able to accurately process date and time data from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, as well as leap year calculations. For purposes of this warranty, "PRODUCT" shall include, without limitation, any piece of component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components of subroutines therein together with updates, upgrades and enhancements on same and all services, wherever such compliance is appropriate. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in Product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the Product from operating correctly using dates beyond December 31, 1999, CONTRACTOR shall restore or repair the Product to the same level of functionality as existed prior to the date malfunction, so as to minimize interruption to COUNTY's ongoing business processes, time being of the essence. In the event that such warranty compliance requires the acquisition of additional Products, the expense for any such associated or additional acquisitions that may be required, including without limitations, data conversion tools, shall be borne exclusively by CONTRACTOR.

In the event that restoration, repair and/or replacement is inadequate to prevent or remedy loss, CONTRACTOR shall defend, indemnify and save harmless COUNTY, its agents, officers, and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the failure of this warranty or occasioned by the performance or attempted performance of the Product(s), including, but not limited to, any act or omission to act on the part of CONTRACTOR or its agents, officers, employees or independent contractors.

Nothing in this warranty shall be construed to limit any rights or remedies the COUNTY may otherwise have under this Agreement with respect to defects other than Year 2000 performance. CONTRACTOR shall obtain the same assurances from all other suppliers whose products CONTRACTOR relies upon for operation of CONTRACTOR's Product(s) and shall furnish them to COUNTY upon request.

EXHIBIT E

Health Insurance Portability and Accountability Act (HIPAA) Privacy Business Associate Language

- A. The County of Santa Barbara (“Hybrid Entity”) has entered into an agreement with your organization in a manner in which your organization is considered a “Business Associate.” *“Business Associate” is defined as a person or organization that performs a function or activity involving the use or disclosure of individually identifiable health information on behalf of the County, but is not part of the County workforce.*
- B. The parties acknowledge that the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, (“Privacy Rule”), mandate them to enter into a business associate agreement in order to safeguard protected health information that may be accessed during the performance of the Agreement.
- C. The following business associate terms are incorporated into the Agreement.

1. Use and Disclosure of Protected Health Information

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

2. Further Disclosure of PHI

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

3. Safeguarding PHI

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

4. Unauthorized Use or Disclosure of PHI

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

5. Agents and Subcontractors of the Business Associate

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

6. Access to PHI

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

7. Amendments to Designated Record Sets

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

8. Documentation of Uses and Disclosures

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

9. Accounting of Disclosure

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

10. Records Available to Covered Entity and Secretary

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

11. Destruction of PHI

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

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

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

12. Amendments to Agreement

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

13. Mitigation of Disallowed Uses and Disclosures

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

14. Termination of Contracts

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

15. Definitions

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

16. Interpretation

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

Contract Summary Form:

Contract Number : BC 03-020

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

D1. Fiscal Year : FY 2003-2004
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) :
D3. Requisition Number :
D4. Department Name : Department of Social Services
D5. Contact Person : Terrie Concellos
D6. Phone..... : 805 681-4620

K1. Contract Type (check one): [X] Personal Service [] Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose : To provide administrative support to Title IV-E Pre-Placement Prevention services.

K3. Original Contract Amount : \$534,600
K4. Contract Begin Date..... : July 1, 2001
K5. Original Contract End Date : June 30, 2003

K6. Amendment History (leave blank if no prior amendments):
Table with columns: Seq#, Effective Date, This Amndt Amt, Cum Amndt To Date, New Total Amt, New End Date, Purpose (2-4 words)
Row 1: 1, 7/1/03, \$0, \$0, \$534,600, 6/30/04, Extend term.

K7. Department Project Number

B1. Is this a Board Contract? (Yes/No) : Yes
B2. Number of Workers Displaced (if any)..... : None
B3. Number of Competitive Bids (if any) : n.a.
B4. Lowest Bid Amount (if bid) : \$
B5. If Board waived bids, show Agenda Date :
B6. ... and Agenda Item Number : #
B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) Yes

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

V1. Vendor Numbers (A=uditor; P=urchasing) : 118247
V2. Payee/Contractor Name..... : Child Abuse Listening & Mediation
V3. Mailing Address : P.O. Box 90754
V4. City State (two-letter) Zip (include +4 if known) : Santa Barbara, CA 93190-0754
V5. Telephone Number..... : 805-965-2376
V6. Contractor's Federal Tax ID Number (EIN or SSN)..... : 23-7097910
V7. Contact Person..... : Anna Kokotovic
V8. Workers Comp Insurance Expiration Date..... : 3/1/04
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) : 5/1/04
V10. Professional License Number : #
V11. Verified by (name of County staff) : Maria Gardner
V12. Company Type (Check one): [] Individual [] Sole Proprietorship [] Partnership [X] Corporation

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

Date : Authorized Signature.....

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

(Revised June 2003)

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 **Child Abuse Listening & Mediation** having its principal place of business at **1236 Chapala Street, Santa Barbara, CA 93190** (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.** **Terrie Concellos** at phone number **805 681-4620** is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. **Anna M. Kokotovic** at phone number **805 965-2376** is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

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

To COUNTY: **Ms. Terrie Concellos**
Santa Barbara County Department of Social Services
234 Camino del Remedio
Santa Barbara, CA 93110

To CONTRACTOR: **Dr. Anna M. Kokotovic**
Child Abuse Listening & Mediation
P.O. Box 90754
Santa Barbara, CA 93190-0754

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

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

4. **TERM.** CONTRACTOR shall commence performance on **July 1, 2001** and end performance upon completion, but no later than **June 30, 2004** unless otherwise directed by COUNTY or unless earlier terminated.

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 other 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 receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

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

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

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

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

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

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability

shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

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

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

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

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

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY 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. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.** The parties shall comply with the Health Insurance Portability and Accountability Act (HIPAA) as set forth in Exhibit E.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Child Abuse Listening & Mediation**.

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: **ON FILE**

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

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

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
RISK MANAGER

By: _____
Risk Manager

EXHIBIT A

STATEMENT OF WORK

I. Purpose

This agreement is entered into by Santa Barbara County on behalf of its Department of Social Services, the Children & Families Commission of Santa Barbara County, hereinafter referred to as “the Commission;” and Child Abuse Listening & Mediation (CALM), hereinafter referred to as “PROVIDER.”

The purpose of this agreement is to assure that PROVIDER provides, and receives appropriate reimbursement for, case management and other administrative services in support of Title IV-E of the Social Security Act.

This agreement will be subject to all relevant and applicable State and Federal regulations.

II. Definitions

A. Administration

Federal financial participation (FFP) under this agreement is available under Title IV-E only for those activities that meet the Federal definition of “administration.” The definition of “administration” under Title IV-E of the Social Security Act includes the following activities:

- preparation for and participation in judicial proceedings,
- development of the case plan,
- case reviews,
- case management and supervision,
- a proportionate share of related agency overhead, or
- activities closely related to those listed above.

It is agreed by all parties that the scope of work to be provided under this agreement is fully within this definition of “administration” under Title IV-E.

B. Eligible Children

FFP is only available for administrative activities with respect to children are either in out-of-home care who have been found eligible for Title IV-E or, for children who are not in out-of-home care, children who have been determined to be “reasonable candidates” for Title IV-E out-of-home care.

1. In determining the portion of children in out-of-home care who have been found eligible for Title IV-E, PROVIDER will use the County’s current “access rate” (i.e., the percentage of children in out-of-home care who have been found eligible for Title IV-E).
2. “Reasonable candidates” are those children for whom there is:
 - a. an eligibility determination form which has been completed to establish the child’s eligibility under Title IV-E; or
 - b. evidence of court proceedings in relation to the removal of the child from the home, in the form of a petition to the court, a court order or a transcript of the court’s proceedings; or
 - c. a defined case plan which clearly indicates that, absent effective preventive services, foster care is the planned arrangement for the child.
 - d. Examples of instances where a child welfare worker may determine that preventive services may be appropriate to prevent placement of a child in out-of-home care include conditions where:
 - no parent or guardian is actually, willing, or able to provide care for said minor;
 - the child may be at risk to self or the person or property of others;
 - there is a prior history of police, probation, or social service intervention with minor or immediate family;
 - there is a reported history of runaway or uncontrollable behavior in the home setting;
 - there is a reported history of attendance, behavior, or academic problems in the school setting;
 - there is a deterioration in family and/or peer relationships;

- there is indication of substance abuse/chemical dependency by the minor and/or parent or guardian;
- there is a history of medical and/or mental health problems within the child's immediate family; or
- there are similar factors that support a reasoned decision that preventive services are, in the best interests of the child, appropriate to avoid out-of-home care.

III. Responsibilities of the Parties

- A. PROVIDER will be responsible for providing administrative support to Title IV-E pre-placement preventive services.

The nature of PROVIDER's administrative support will include one or more of the following activities:

- **preparation for and participation in judicial proceedings** – working with child welfare services, probation, and the courts to assure that the best interests of the child are being served and that no out-of-home placement will be made until reasonable efforts have been made to enable the child to remain at home or in the community;
- **development of the case plan** – assessing the needs of the child for pre-placement prevention services and determining which services are most appropriate to the needs of the child and his/her family;
- **case reviews** – evaluating the continuing needs of the child and the continued need for services at least once every six months and determining, based upon an updated assessment of the child's needs and the efficacy of pre-placement preventive services provided, the need to revise the child's case plan;
- **case management and supervision** – making the collateral contacts with community based organizations and other service providers to assure that services specified in the child's case plan are actually being provided, working with the family to assure that its obligations to the case plan are being met, working with the child to assure that his/her obligations are being met, coordinating the care provided by all individuals and organizations involved in the child's welfare, assuring access to services (including MediCal and Supplemental Security Income) that are needed by the child, assuring that medication and other therapy is being provided consistent with the case plan, preparation for meetings with the child/family and service providers, and making appropriate changes to the case plan consistent with changing circumstances;
- **a proportionate share of related agency overhead** – documenting other administrative and indirect costs that are fairly and appropriately allocated to

Title IV-E pre-placement prevention services, including client/staff no-shows and cancellations and other agency overhead; or

- **activities closely related to those listed above.**

B. In order to secure appropriate reimbursement for its expenditures, PROVIDER will submit to the Commission, and DSS on or before the 10th of the month after the close of each calendar quarter:

1. the total actual costs incurred under this agreement;
2. the portion of the total costs that are supported by public funds including those provided by the Commission and other public entities;
3. copies of certifications from the sources of those public funds that they have not been used as match for any other Federal program;
4. the total number of children served under this agreement and a breakdown of those children by age (i.e., the portion of those children who are age 0-5 and 6-18, or up to 19 years of age if the children are expected to graduate from high school or other educational or training program);
5. the portion of the total number of children served that are in out-of-home care and a breakdown of those children by age;
6. the portion of children who are not in out-of-home care that are “reasonable candidates” for Title IV-E and a breakdown of those children by age;
7. the portion of children who are not in out-of-home care that are not “reasonable candidates” for Title IV-E and a breakdown of those children by age; and
8. a summary narrative report describing services provided, outcomes achieved, and issues requiring the attention of the other parties to this agreement.

C. The Commission will certify to DSS the portion of the eligible total costs incurred by PROVIDER related to children age 0-5 that are financed by non- public funds provided by the Commission that have not been used as match for any other Federal program.

The Commission will also provide technical assistance to PROVIDER to assure that its Title IV-E claims are appropriate and accurate.

D. DSS will certify the expenditures reported by PROVIDER to the California Department of Social Services (CDSS) to be included in its claim for reimbursement from the U.S. Department of Health and Human Services.

When DSS receives reimbursement from CDSS for the work of PROVIDER, DSS will promptly pay PROVIDER ninety (90) percent of the Federal funds received. DSS will deposit the remaining ten (10) percent of the total Federal funds in a separate account to be used to reimburse County agencies for their costs associated in administering this contract and similar programs.

DSS will also be responsible for determining which children are “reasonable candidates” for Title IV-E pre-placement prevention services and serving as the sole agency responsible for dealing with CDSS. Costs can not be claimed for any child until DSS determines that the child is a “reasonable candidate.” This determination must be made no less frequently than once every six months. Should, at any time,

the child cease to be a “reasonable candidate,” the claiming of costs with respect to that child must be discontinued.

- E. PROVIDER agrees to be responsible for the accuracy of the financial and other data it provides to the other parties. Should it be determined that PROVIDER has provided inaccurate data or otherwise failed to comply with the terms of this agreement, PROVIDER will be responsible for any resulting disallowance in the Federal funds it receives under this agreement.
- F. PROVIDER further agrees to use all Federal reimbursement it receives under this agreement to sustain or enhance services to children. PROVIDER will not use any Federal reimbursement received under this agreement to supplant other funding received by PROVIDER. PROVIDER will pay special attention to assure that services to children aged 0-5 are sustained or enhanced at least in proportion to the Federal reimbursement received in relation to matching funds provided by the Commission.
- G. All parties agree to comply with all applicable standards associated with confidentiality of client records.
- H. All parties agree to participate in meetings and provide such information to each other as may be necessary for the efficient and proper administration of this agreement.

EXHIBIT B

PAYMENT ARRANGEMENTS Compensation Upon Completion

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall expend not more than \$1,188,000. The maximum cost-reimbursement to the CONTRACTOR shall be limited to \$534,600 (50 percent of total eligible expenditures less 10 percent retainage by the COUNTY).
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Upon completion of the work detailed in **EXHIBIT A** and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or claim must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of Federal funding from the California Department of Social Services (CDSS).
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

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

INDEMNIFICATION

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

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

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

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

Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include 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.

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

YEAR 2000 DATE CHANGE COMPLIANCE WARRANTY FOR GOODS AND SERVICES

CONTRACTOR warrants that any Products furnished by CONTRACTOR pursuant to this agreement shall support a four-digit year format and be able to accurately process date and time data from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, as well as leap year calculations. For purposes of this warranty, "PRODUCT" shall include, without limitation, any piece of component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components of subroutines therein together with updates, upgrades and enhancements on same and all services, wherever such compliance is appropriate. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in Product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the Product from operating correctly using dates beyond December 31, 1999, CONTRACTOR shall restore or repair the Product to the same level of functionality as existed prior to the date malfunction, so as to minimize interruption to COUNTY's ongoing business processes, time being of the essence. In the event that such warranty compliance requires the acquisition of additional Products, the expense for any such associated or additional acquisitions that may be required, including without limitations, data conversion tools, shall be borne exclusively by CONTRACTOR.

In the event that restoration, repair and/or replacement is inadequate to prevent or remedy loss, CONTRACTOR shall defend, indemnify and save harmless COUNTY, its agents, officers, and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the failure of this warranty or occasioned by the performance or attempted performance of the Product(s), including, but not limited to, any act or omission to act on the part of CONTRACTOR or its agents, officers, employees or independent contractors.

Nothing in this warranty shall be construed to limit any rights or remedies the COUNTY may otherwise have under this Agreement with respect to defects other than Year 2000 performance. CONTRACTOR shall obtain the same assurances from all other suppliers whose products CONTRACTOR relies upon for operation of CONTRACTOR's Product(s) and shall furnish them to COUNTY upon request.

EXHIBIT E

Health Insurance Portability and Accountability Act (HIPAA) Privacy Business Associate Language

- A. The County of Santa Barbara (“Hybrid Entity”) has entered into an agreement with your organization in a manner in which your organization is considered a “Business Associate.” *“Business Associate” is defined as a person or organization that performs a function or activity involving the use or disclosure of individually identifiable health information on behalf of the County, but is not part of the County workforce.*
- B. The parties acknowledge that the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, (“Privacy Rule”), mandate them to enter into a business associate agreement in order to safeguard protected health information that may be accessed during the performance of the Agreement.
- C. The following business associate terms are incorporated into the Agreement.

1. Use and Disclosure of Protected Health Information

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

2. Further Disclosure of PHI

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

3. Safeguarding PHI

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

4. Unauthorized Use or Disclosure of PHI

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

5. Agents and Subcontractors of the Business Associate

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

6. Access to PHI

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

7. Amendments to Designated Record Sets

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

8. Documentation of Uses and Disclosures

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

9. Accounting of Disclosure

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

10. Records Available to Covered Entity and Secretary

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

11. Destruction of PHI

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

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

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

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

12. Amendments to Agreement

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

13. Mitigation of Disallowed Uses and Disclosures

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

14. Termination of Contracts

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

15. Definitions

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

16. Interpretation

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

Contract Summary Form:

Contract Number : BC 03-020

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

D1. Fiscal Year : FY 2003-2004
 D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) :
 D3. Requisition Number..... :
 D4. Department Name : Department of Social Services
 D5. Contact Person : Terrie Concellos
 D6. Phone..... : 805 681-4620

K1. Contract Type (check one): Personal Service Capital Project/Construction
 K2. Brief Summary of Contract Description/Purpose : To provide administrative support to Title IV-E Pre-Placement Prevention services.

K3. Original Contract Amount : \$534,600
 K4. Contract Begin Date..... : July 1, 2001
 K5. Original Contract End Date : June 30, 2003

K6. Amendment History (leave blank if no prior amendments):

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndtAmt</u>	<u>CumAmndtTo</u>	<u>DateNewTotal</u>	<u>AmtNew</u>	<u>EndDate</u>	<u>Purpose (2-4 words)</u>
1	7/1/03	\$0	\$0	\$534,600	6/30/04		Extend term.

K7. Department Project Number :

B1. Is this a Board Contract? (Yes/No) : Yes
 B2. Number of Workers Displaced (if any)..... : None
 B3. Number of Competitive Bids (if any) : n.a.
 B4. Lowest Bid Amount (if bid) : \$
 B5. If Board waived bids, show Agenda Date :
 B6. ... and Agenda Item Number : #
 B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) Yes

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

V1. Vendor Numbers (A=auditor; P=purchasing) : 118247
 V2. Payee/Contractor Name..... : Child Abuse Listening & Mediation
 V3. Mailing Address : P.O. Box 90754
 V4. City State (two-letter) Zip (include +4 if known) : Santa Barbara, CA 93190-0754
 V5. Telephone Number..... : 805-965-2376
 V6. Contractor's Federal Tax ID Number (EIN or SSN)..... : 23-7097910
 V7. Contact Person..... : Anna Kokotovic
 V8. Workers Comp Insurance Expiration Date..... : 3/1/04
 V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) : 5/1/04
 V10. Professional License Number : #
 V11. Verified by (name of County staff) : Maria Gardner
 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..... :

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts requiring professional liability insurance

INDEMNIFICATION

Indemnification:

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

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

INSURANCE

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

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

than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

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

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

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

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

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain at current certificate(s) of insurance 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 concurrence with 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.