

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and FOUNDATION OF SANTA BARBARA REGIONAL HEALTH AUTHORITY, INC, dba Doorway to Health (referred to herein as "DTH"), a California non-profit corporation, under which the County of Santa Barbara shall pay DTH having its principal place of business at 110 Castilian Drive (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

RECITALS

WHEREAS, DTH is supported by various public entities in Santa Barbara County and funds for the project have been designated by various public entities, in an effort to ensure health insurance for the children in Santa Barbara County;

WHEREAS, the County of Santa Barbara desires to make health care available to uninsured and under-insured children from birth through 18 years of age residing within the County of Santa Barbara; and

WHEREAS, DTH holds agreements with Delta Dental, Vision Service Plan (VSP), and the Santa Barbara Regional Health Authority for dental, vision, and medical managed care services for children residing in Santa Barbara County.

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

1. **DESIGNATED REPRESENTATIVE.** Pat Wheatley phone number (805) 884-8085 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Laura Woyach at phone number (805) 685-9525 ext. 299 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: First 5 Santa Barbara County
Patricia Wheatley, Executive Director
1 E. Anapamu, Suite 200
Santa Barbara, CA 93101

To CONTRACTOR: Foundation of Santa Barbara Regional Health Authority
dba Doorway to Health
Attn Laura Woyach
110 Castilian Drive
Goleta, Ca 93117

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

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

4. **TERM.** CONTRACTOR shall commence performance on July 2, 2007 and end performance upon completion, but no later than June 30, 2008 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.

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.

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.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Foundation of Santa Barbara Regional Health Authority dba Doorway to Health**

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
Foundation of Santa Barbara Regional Health Authority
dba Doorway to Health

By: _____
Deputy

By: _____
SocSec or TaxID Number: _____

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:
JOHN FORNER,
RISK PROGRAM ADMINISTRATOR

By: _____
Risk Program Administrator

EXHIBIT A

STATEMENT OF WORK

I. Purpose/Term

The purpose of this Agreement is for CONTRACTOR to provide Health Insurance for uninsured children ages 0 – 18 residing in Santa Barbara County with family incomes under 300% of the Federal Poverty Level , who do not qualify for Medi-Cal or Healthy Families.

The term of this Agreement is from date of contract execution, and no sooner than July 1, 2007 through June 30, 2008.

II. Background:

The Foundation of the Santa Barbara Regional Health Authority (SBRHA) dba *Doorway to Health* was established in August 2002. *Doorway to Health* is a 501(c)(3) with its own Board of Directors. *Doorway to Health* has provided the fiscal and administrative oversight of the Healthy Kids insurance product since 2005. The Santa Barbara Children's Health Initiative (CHISB) was formed in response to 1999 data showing Santa Barbara County as having the highest percentage of uninsured children, approximately 17,000 in California. CHISB is a group of concerned individuals and organizations who see a great need for health insurance for underserved kids in the county. The goal of this group is to ensure that children in Santa Barbara County have access to quality health coverage through maximizing enrollment in existing programs and the creation of a new comprehensive health care coverage program, Healthy Kids Santa Barbara (HKSB).

HKSB was launched in November 2005 with funding for premiums from First 5 Santa Barbara, California Endowment, Wellness Foundation and Tobacco Settlement (TSAC) dollars. HKSB insures children (0-18) who reside in Santa Barbara County, are uninsured at the time of enrollment for at least 3 months with family income under 300% of the Federal Income Guidelines. There is no US Citizenship requirement. To date there are 547 children enrolled in the Healthy Kids Insurance program.. It is estimated that there are 5,000 – 7,000 children eligible for the Healthy Kids Insurance program.

Through the Enrollment Calculator for HKSB, all children screened for HKSB are simultaneously screened for eligibility in Medi-Cal (MC)and Healthy Families (HF). For every 100 children determined eligible, 60 of the children are enrolled in the existing state programs and 40 are enrolled in HKSB. This means that the impact of eligibility screening for Healthy Kids was more far reaching than just those 530 children currently enrolled. The CHISB, led by SBRHA provided trainings to certify individuals and agencies to assist families in applying for subsidized health insurance for their children. Sixty-one Certified Application Assistors (CAAs) have been trained to date. In Santa Barbara County, it is estimated that approximately 6,000 children are eligible for Healthy Kids insurance based on Santa Barbara County Department of Social Services January 2007 data.

Healthy Kids health insurance has been shown to have a positive impact on improving and maintaining child health. The 2006-07 evaluation of the Santa Clara County Children's Health Initiative has revealed several positive outcomes related to children being enrolled in Healthy Kids. By ensuring that children receive needed medical and dental care on a timely basis, health insurance coverage can provide some immediate benefits to their health. Healthy Kids insurance also significantly improved children's access and use of dental care, reduced their unmet health needs, and raised parents' confidence that their children could receive needed care. Even among those children who enrolled for a non-specific medical reason, Healthy Kids led to significant improvements in health and significantly reduced the number of missed school days.

As a result of our county being among the top 20 counties in the State with the highest percentage of uninsured children, Santa Barbara County applied for and received a California Department of Public Health Outreach, Enrollment, Retention and Utilization (OERU) allocation to increase the number of local children enrolled in Medi-Cal and Healthy Families. The OERU project is designed to expand on the previous outreach and enrollment efforts by building capacity within the existing network and developing new strategies to more effectively keep children in

insurance programs enrolled and properly utilizing services. The main tasks range from increasing the number of enrollment sites and trained Certified Application Assistants (CAAs), performing ongoing training, building cross-organizational networks, tracking member disenrollment and reasons, and educating parents and community organizations about available benefits and proper utilization of those benefits. This allocation allowed for the hiring of a CHI Program Manager to coordinate outreach efforts, program administration and subcontracting with area Family Resource Centers to conduct outreach, retention and utilization activities. Through additional funding from the SB Regional Health Authority, the CHI Program Manager is also able to address these same issues for Healthy Kids and raise money to support the goals of the CHISB. The OERU funding also provides for an evaluator to assess the impact of the outreach, enrollment, retention and utilization efforts for Medi-Cal and Healthy Families. However, funding for financial program administration and evaluation is still needed for Healthy Kids.

III. Program Summary

County is contracting with Doorway to Health to identify and enroll children in the Healthy Kids program, which will provide medical, vision, and dental coverage. County funding will pay for premiums for 638 children, infrastructure support and evaluation. Specifically this funding would increase the programs capacity to monitor premium funding, member enrollment and disenrollment, expand current OERU strategies to include HKSB and fund financial incentives for enrollment and reenrollment efforts by CAAS.

IV. Evaluation

The collaborative has retained Diringer & Associates (D&A), a central California health-consulting firm to design and conduct a complete evaluation of the entire Children's Health Initiative outcomes and activities. D&A has been a technical assistance provider to a number of county children's health initiatives, including Santa Barbara County, and specializes in evaluations of community-based access programs. Evaluation results will be reviewed with the Collaborative quarterly to allow for continuous flow of information. The evaluation will include;

- Analysis of changes in enrollment in coverage programs by geographic area and age
- Analysis of retention of health coverage for those assisted by CAAs
- Analysis of health care utilization measure for children assisted by CAA including SBRHA's Medi-Cal, Healthy Families and Healthy Kids programs and dental plans

Collection and Use of Data

CHISB plans to expand the GEMS data base system to include OERU efforts. This database is currently being used by agencies that have First 5 funded programs. Periodic evaluation reports will be prepared by staff and presented to the CHISB. Staff analysis, along with CHISB feedback, will determine what changes need to be taken in the provision of services to improve the outcomes in any of the focus areas.

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EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$1,000,000.00.
- 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. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.