

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

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

1. **DESIGNATED REPRESENTATIVE.** **Cindy Nott** at phone number **(805) 346-7102** is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. **Carolyn Contreras** at phone number **(805) 964-8857** 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: **Cindy Nott, Division Chief, 2125 S Centerpointe Parkway, Santa Maria, CA 93455**

To CONTRACTOR: **Carolyn Contreras, Family and Youth Services Director, 5638 Hollister Avenue, Suite 230, Goleta, CA 93117**

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

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

4. **TERM.** CONTRACTOR shall commence performance on **7/1/08** and end performance upon completion, but no later than **6/30/09** unless otherwise directed by COUNTY or unless earlier terminated. **The COUNTY at the end of the contract term has the option, on an annual basis, to negotiate renewals for two additional years of service beyond the initial term, without rebidding.**

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

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

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

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

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

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

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

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

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

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. . **In accordance with Federal Government Accounting Standards, CONTRACTOR will only seek reimbursement from COUNTY for expenses that are allowable under the provisions of 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. At the end of the notice period, CONTRACTOR shall immediately discontinue all services effected, 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. **NONAPPROPRIATION CLAUSE.** In the event that funds are not appropriated, budgeted, or otherwise made available in the consecutive years of this Agreement, then COUNTY shall immediately notify CONTRACTOR of such occurrence and the Agreement may be terminated by COUNTY. Subsequent to the termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

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

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

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

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

COUNTY OF SANTA BARBARA

By: _____
Salud Carbajal, Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Clerk of the Board

By: _____
SocSec or TaxID Number: _____

APPROVED AS TO FORM:
DANIEL J. WALLACE
COUNTY COUNSEL

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

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO, ARM AIC
RISK MANAGEMENT ADMINISTRATOR

By: _____
Risk Management

EXHIBIT A

STATEMENT OF WORK

BACKGROUND

Santa Barbara County Department of Social Services (DSS) Child Welfare Services (CWS) Branch has identified the need for enhanced family reunification support services. These services include transportation and/or transportation and supervision of foster youth in an effort to more quickly reunify children with their families, to provide children and families with increased opportunities for visitation, and to afford foster children increased access to necessary services that facilitate reunification. DSS is contracting Community Action Commission (CAC) to provide Transportation/Visitation Aides. The Contractor will be utilized to meet countywide needs of Santa Barbara County.

PURPOSE

The purpose of this contact is to enhance services to families who are receiving family reunification services in order to expedite reunification. CWS will assess the results of working with these families to determine the effectiveness of the services.

SUMMARY OF ACTIVITIES

Contractor will provide culturally sensitive transportation or transportation and supervision of children who are placed in foster care to address a much needed service in Santa Barbara County.

The Transportation/Visitation Aide will be charged with:

- Transporting children in foster care, who reside within the Tri-Counties Region, from their placement, to and from visits and appointments.
- Supervising visits, as needed, by providing close supervision of the child(ren) during the visit. This will ensure the child is safe, and that all rules of the visit, as outlined by Child Welfare Services, are followed, and the child(ren) remain(s) safe.
- Providing transportation or transportation and supervision during week-ends, holidays, after hours (evenings), and regular business hours.
- Providing written feedback, in the form of an email to the Social Worker and respective Supervisor.
- Making available information about the visit and /or transportation to the CWS Social Worker and respective Supervisor within three business days of the provided service.
- Entering a Contact via the Service Management area in the CWS/CMS computer application, explaining how the child's emotional and behavioral demeanor was during the transportation. A Contact shall also be entered explaining how the emotional and behavioral demeanor was of the child and anyone else involved during the visit.
- Maintaining confidentiality of all information.
- Providing bi-lingual/bi-cultural services as needed.
- Using transportation that is safe, insured, and clean.
- Ensuring there are appropriate safety restraints for all age children and adolescents.
- Having and maintaining a valid driver's license issued by the State of California with no pending legal action.
- Assuring that each worker hired for this contract has completed a LiveScan.
- Verifying with CWS that the completed LiveScan results for each hired worker have been received by CWS and the results received are acceptable to work with CWS families as determined by CWS.

CWS will be charged with:

- Training the Transportation/Visitation Aides.
- Developing the MOU allowing for the exchange of information.
- Developing the referral process and form.
- Providing LiveScan paperwork to the Contractor.
- Assessing the program on a quarterly basis to determine the following:
 1. Is reunification happening sooner?
 2. Are these services helping families visit more frequently?
 3. Will the service enable a quicker move to unsupervised visits?
 4. How many visits have had to be stopped prior to the arranged ending time due to the behavior of the parent(s) and/or child(ren)?

Target Population:

1. Santa Barbara County dependent children placed in foster care within the Tri-Counties area.
2. Santa Barbara County dependent Children placed in group homes within the Tri-Counties area.

REFERRAL PROCESS AND CONTRACTOR'S DUTIES

1. The assigned Social Worker will submit the referral form to the Family Services Unit Supervisor. The referral form will include the following information:
 - Social Worker's name and contact information
 - Child's name and contact information
 - Type of service to be provided,
 - When the service is to be provided
 - Where the service is to be provided
 - How long the services are to be provided
 - The name and contact information of anyone else involved in the service
2. The Family Services Unit Supervisor will assure that all needed information is on the referral form and will determine if there is an available Social Services Case Aide (SSCA) available or if the referral should access the services of the Contractor.
3. Within forty-eight (48) hours, the Family Services Unit Supervisor will determine which referrals are forwarded to the Contractor for services and will forward the appropriate referrals to the Contractor.
4. If the Contractor has any questions regarding the referral form the Contractor will contact the assigned Social Worker or his/her respective Supervisor.
5. The Contractor will assign the referral to a Transportation/Visitation Aide.
6. Within three (3) days of the Contractor receiving the referral, the Transportation/Visitation Aide will email the assigned Social Worker. The Transportation/Visitation Aide shall notify the Social Worker who's been assigned to the referral, when the first scheduled appointment is, and the contact information of the assigned Transportation/Visitation Aide.

7. Within three (3) days of the contact, the Transportation/Supervision Aide will email a narrative of the contact to the CWS Social Worker and their respective Supervisor. The narrative portion of the email will be copied and pasted into the CWS/CMS computer application by the Transportation/ Visitation Aide.

REPORTING REQUIREMENTS

Contractor will submit a monthly detailed report which includes the following:

1. Number of children served each month differentiating between children who are 0–5 years of age, 6-12 years of age, and 13 to 18 years of age.
2. Number of new children referred each month and referring Social Worker.
3. Number of hours of service provided differentiating between providing only transportation and providing transportation and supervision.
4. Number of English, Spanish, and foreign language speaking clients served each month.
5. Status regarding the Performance Outcome, as described below.

CWS will develop the report to be used for reporting this information.

PERFORMANCE OUTCOMES

1. 95% of the referrals received will be responded to within three (3) business days.
2. 100% compliance with scheduled appointments.
3. 100% of completed activities will be reported in an email and documented in the CWS/CMS computer application within three (3) days of the completed contact.

GENERAL CONTRACT PROVISIONS:

- A. CONTRACTOR will obtain prior written approval from COUNTY, prior to purchasing any furniture, equipment, EDP hardware or software funded through this contract. CONTRACTOR will return to COUNTY upon expiration or termination of this contract all furniture, equipment, EDP hardware or software purchased or provided to CONTRACTOR under this contract.
- B. Modification of Services – CONTRACTOR shall obtain the expressed written consent from the COUNTY for any variation in the provision of services described in this agreement. Approval of such modification of services will not require further Board of Supervisors approval if it is to provide additional services within the approved budget.
- C. FTE Variances – CONTRACTOR shall obtain the expressed written consent from the COUNTY for any variation in FTE amounts detailed in Attachment B-1 of this agreement. Reasonable and necessary changes will be considered, but in no event will the overall FTE's change without a formal amendment to the contract.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$190,000.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Line Item Budget). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE 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 and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. Retirement/Fringe Benefits and Indirect Costs: The budget amounts for fringe benefits and indirect costs are estimates only based on the CONTRACTOR's 2007 Federally Negotiated Provisional Rate with the Department of Health & Human Services. The CONTRACTOR will invoice the County by applying their Federally Negotiated Provisional Rate to the monthly direct costs. It is understood that the Provisional Rate is an estimate of the year's actual costs, to be finalized after the CONTRACTOR's fiscal year end. When the CONTRACTOR receives their final annual rate, the CONTRACTOR will retroactively recalculate the previous invoiced and paid amounts using the final rates. The CONTRACTOR will reimburse the COUNTY for any overbillings due to rate changes; The COUNTY will reimburse the CONTRACTOR for any underbillings due to rate changes, only if there is adequate, unexpended funds remaining in the contract.

EXHIBIT B-1

LINE ITEM BUDGET

Name of Applicant Agency: Community Action Commission

Please provide a line item budget for the term of the contract (7/1/08-6/30/09). Please do not forget to include any proposed cost of living or performance appraisal merit increases in your proposed budget.

Term Beginning: 7/1/08

Term Ending: 6/30/09

A. SALARIES AND EMPLOYEE BENEFITS

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

Position(s)	Full-Time Equivalent (FTE) ¹	Budget for Contract Term
Direct Service Positions		
Service Aide	3 FTE	\$88,732.80
Service Aide (Back-up)	39%	\$15,030.00
	%	\$
Administrative Positions		
Program Director	4%	\$3,065.71
	%	\$
	%	\$
	%	\$
Sub-Total Salaries:		\$106,828.51

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

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

Type of Employee Benefit	Budget for Contract Term
Direct Service Staff	
Payroll Taxes	\$9,817.42
Health, Dental, Life, Vision, Prescription, Long Term Disability	\$11,019.62
Workers Compensation, Retirement & Other	\$13,550.22
Administrative Staff	
Payroll Taxes	\$33.73
Health, Dental, Life, Vision, Prescription, Long Term Disability	\$37.86
Workers Compensation, Retirement & Other	\$46.76
Sub-Total Employee Benefits	
	\$34,505.61
Percentage Benefits	
	32.3 %
TOTAL SALARIES AND EMPLOYEE BENEFITS	
	\$141,334.12

B. SERVICES AND SUPPLIES

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

Name of Consultant(s)/Contract Services	Budget for Contract Term
Independent Audit	\$509
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Sub-Total Services	\$509

2) Supplies

Item	Budget for Contract Term
Office Expense*	\$1,400.00
Program Expense*	\$4,500.00
Telephone	\$4500.00
Mileage	\$15,500.00
Sub-Total Supplies	25,900.00
TOTAL SERVICES AND SUPPLIES	26,409.00

C. OPERATING EXPENSES

<i>Item*</i>	Budget for Contract Term
Facility Lease/Rental	\$1,200.00
Equipment Lease/Rental*	\$150.00
Furnishings* Purchase 3 computers	\$2,000.00
Maintenance	\$
Utilities	\$
Insurance (Refer to General Contract Provisions for Insurance Requirements)	\$150.00
Other*	\$
	\$
Recruitment Expenses	\$3,275.00
Miscellaneous	\$1,106.53
Indirect Cost @ 8.2%	\$14,375.35
Total Operating Expenses	\$22,256.88
GRAND TOTAL LINE ITEM BUDGET	\$190,000.00
Minus Revenue	0
TOTAL BEING REQUESTED	190,000.00

BUDGET NARRATIVE

<i>TITLE</i>	<i>FTE</i>	<i>HOURLY RATE</i>
Service Aide (12.12-15.45)	3	\$14.22
<p>Duties Supervise visits to insure the child is safe at all times in line with the rules outlined by Child Welfare Services and transport children in foster care from their placement to and from visits and appointments. Provide written feedback to worker and supervisor and provide bi-lingual/bi-cultural services as needed. Maintain confidentiality of all information.</p>		
<p>Minimum Qualifications Graduation from high school; and one year of experience as a volunteer or paid employee providing client-related services to children and families in a community or social service setting. Knowledge of internet software; spreadsheet software and word processing software. Current valid California Driver's license and appropriate insurance per Agency requirements.</p>		

<i>TITLE</i>	<i>FTE</i>	<i>HOURLY RATE</i>
Program Director	4	\$36.85
<p>Duties Directs program operations in a manner consistent with the requirements of contractual agreements, laws, regulations, funding documents and CAC policies and procedures. Plans and monitors the agency At-Risk Youth Services. Develops, recommends and monitors the program budget, including operating costs and procurement.</p>		
<p>Minimum Qualifications BA degree in Psychology, Counseling, Education, Administration, or related field or related experience may be substituted on a year for year basis. Masters Degree preferred. Minimum five (5) years of progressively responsible management experience in a family development program and two (2) years direct experience in managing government funded programs. Experience supervising personnel is also desirable.</p>		

Office Expense:

Paper, pencils, Printing, folders, consumable supplies and postage

Program Expense:

Car seats and child supplies (snacks, diapers, baby bottles, "sippy cups", baby wipes, stuffed animals, toys, first-aid, medicine, blankets, etc.)

Telephone:

Cell phones for 3 staff plus a percentage of phones for Program Director.

Mileage:

Mileage for all staff performing duties for the contract at \$.485 per mile.

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**

---- INTENTIONALLY OMITTED ----

**REMOVED
March 1, 2004**

THIS AGREEMENT DOES NOT INCLUDE EXHIBIT D

EXHIBIT E

HIPAA Business Associate Agreement

1. Use and Disclosure of Protected Health Information

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

2. Further Disclosure of PHI

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

3. Safeguarding PHI

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

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

4. Unauthorized Use or Disclosure of PHI

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

5. Agents and Subcontractors of the Business Associate

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

E_____

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

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

(Co of SB Std Terms Ver 03-15-05)

6. Access to PHI

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

7. Amendments to Designated Record Sets

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

8. Documentation of Uses and Disclosures

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

9. Accounting of Disclosure

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

10. Records Available to Covered Entity and Secretary

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

11. Destruction of PHI

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

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

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

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

12. Amendments

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

13. Mitigation of Disallowed Uses and Disclosures

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

14. Termination of Agreement

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

15. Definitions

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

16. Interpretation

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

Contract Summary Form: Contract Number : _____ - _____ - _____ - _____

- D1. Fiscal Year : FY08/09
- D2. Budget Unit Number (*plus -Ship/-Bill codes in paren's*) : 044
- D3. Requisition Number : N/A
- D4. Department Name : Social Services
- D5. Contact Person : Judy Doughty
- D6. Phone : 346-7302
- K1. Contract Type (*check one*): Personal Service Capital Project/Construction
- K2. Brief Summary of Contract Description/Purpose : Enhanced Family Reunification Services
- K3. Original Contract Amount : \$190,000
- K4. Contract Begin Date : 07/01/08
- K5. Original Contract End Date : 6/30/09
- K6. Amendment History (*leave blank if no prior amendments*):

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndtAmt</u>	<u>CumAmndtToDate</u>	<u>NewTotalAmt</u>	<u>NewEndDate</u>	<u>Purpose</u>
<i>(2-4 words)</i>						
	\$	\$	\$			
K7. Department Project Number						: N/A
B1. Is this a Board Contract? (<i>Yes/No</i>)						: Yes
B2. Number of Workers Displaced (<i>if any</i>)						: N/A
B3. Number of Competitive Bids (<i>if any</i>)						: 3
B4. Lowest Bid Amount (<i>if bid</i>)						: \$100,000
B5. If Board waived bids, show Agenda Date						: N/A
B6. ... and Agenda Item Number						: #
B7. Boilerplate Contract Text Unaffected? (<i>Yes / or cite ¶¶¶</i>)						: Yes
F1. Encumbrance Transaction Code						: 1701
F2. Current Year Encumbrance Amount						: N/A
F3. Fund Number						: 0055
F4. Department Number						: 044
F5. Division Number (<i>if applicable</i>)						: 07
F6. Account Number						: 7659
F7. Cost Center number (<i>if applicable</i>)						:
F8. Payment Terms						: Net 30
V1. Vendor Numbers (<i>A=uditor; P=urchasing</i>)						: A=188062
V2. Payee/Contractor Name						: Community Action Commission
V3. Mailing Address						: 5638 Hollister Ave, Suite 23.
V4. City State (<i>two-letter</i>) Zip (<i>include +4 if known</i>)						: Goleta, CA 93117
V5. Telephone Number						: 805 964-8857
V6. Contractor's Federal Tax ID Number (<i>EIN or SSN</i>)						: 95-2491790
V7. Contact Person						: Carolyn Contreras
V8. Workers Comp Insurance Expiration Date						: 9/1/08
V9. Liability Insurance Expiration Date[s] (<i>G=enl; P=rofl</i>)						: 5/24/08
V10. Professional License Number						: #
V11. Verified by (<i>name of County staff</i>)						: Judy Doughty
V12. Company Type (<i>Check one</i>): <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Private Non-Profit						

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

Date : Authorized Signature : _____