

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

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 (CAC) 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.** Melissa Hoesterey, Social Services Operations Division Chief at phone number (805) 346-7248 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Carolyn Contreras, Program Director at phone number (805) 964-8857 ext. 141 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

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

To COUNTY: Melissa Hoesterey, Operations Division Chief, Department of Social Services, 2125 S. Centerpointe Parkway, Santa Maria, CA 93455

To CONTRACTOR: Carolyn Contreras, Community Action Commission, 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 November 1, 2010 and end performance upon completion, but no later than June 30, 2011 unless otherwise directed by COUNTY or unless earlier terminated. The COUNTY at the end of the Agreement term has an option to renegotiate two (2) additional annual year renewals (July-June), without re-bidding. The renewal determination is expected to be made mid-way through the Agreement term and will be contingent upon CONTRACTOR's satisfactory achievement of agreed upon performance measures. In case of a renewal, a new budget must be submitted. If terms and conditions change, a revised Statement of Work will be written.

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 the specific Federal cost principles appropriate to their entity: OMB A-21 (Educational Institutions), OMB A-87 (State, Local, or Indian Tribe Governments), OMB A-122 (Non-Profit Organizations), 45 CFR part 74 Appendix E (Hospitals), and Federal Acquisition Regulation (FAR) at 48 CFR part 31 (commercial organizations and non-profit organizations listed in Attachment C to Circular A-122).

Additionally, Contractor is required to comply with all requirements and responsibilities in Circular A-133 *Audits of State, Local Governments, and Non-Profit Organizations* from the Office of Management & Budget (OMB A-133), as applicable to their specific entity and expenditures of federal funds. Such requirements and responsibilities that may apply to the Contractor include Single Audits, program-specific audits, and/or pass-through entity responsibilities including identifying and monitoring sub recipients and vendors, as defined within OMB A-133. Contractor will substantiate to COUNTY annual compliance with those portions of OMB A-133 which apply to the Contractor.

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 is 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.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state, or COUNTY governments, or funds are not otherwise available for payments in fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

In the event that funds have been appropriated or budgeted, CONTRACTOR understands that monies paid to CONTRACTOR by COUNTY are derived from federal, state, or local sources, including local taxes, and are subject to curtailment, reduction, or cancellation by government agencies or sources beyond the control of COUNTY. COUNTY shall have the right to terminate this agreement in the event that such curtailment, reduction, or cancellation occurs.

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.

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 November 1, 2010.

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
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
RISK MANAGEMENT

By: _____
Risk Management

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 November 1, 2010.

CONTRACTOR

By: _____

Date: _____

EXHIBIT A

STATEMENT OF WORK

I. BACKGROUND:

In the spring of 2009, Santa Barbara County Child Welfare Services (CWS) initiated a collaborative with Ventura County Health and Human Services Agency to apply for the Safe Kids Project California Project (SKCP) training and technical assistance grant to implement the SafeCare® Model. At the same time, a shadow opportunity was provided through the Advance Dynamic Adaptation Process Training Science (ADAPTS) based on a grant ADAPTS received from the Center for Disease Control. The ADAPTS project mirrors SKCP implementation of SafeCare® with fidelity and includes planning for local adaptations to meet the needs of the community. The Santa Barbara/Ventura collaborative (now known as the Gold Coast Group) was assigned to participate in the ADAPTS training and technical assistance project. Locally, CWS formed partnerships with Community Action Commission (CAC) and Child Abuse, Listening and Mediation (CALM) to secure a commitment of 6 home visitation case managers intending to serve clients from a child neglect prevention and intervention perspective through the SafeCare® Model.

SafeCare® is an evidence-based, parent-training curriculum for parents who are at-risk or have been reported for child maltreatment. The current implementation strategy has both a prevention and intervention focus. The target populations currently identified for participation include those families that meet SafeCare® eligibility criteria and are receiving services through the following:

- Differential Response-Front Porch Program
- Parenting Teens involved with Probation, Alcohol Drug and Mental Health Services (ADMHS), or CWS
- Teen Age Pregnancy Program (TAPP) participants
- Family Preservation and Court Involved CWS families

Additional populations may be identified for participation depending on availability of service and the entrance/participation criteria to be established with the project during the planning phase.

II. PROGRAM SUMMARY

The SafeCare® program is an evidence-based, in-home parent training curriculum designed to reduce the recurrence of child maltreatment for parents with children aged 0-7 who are at risk or have been reported for child abuse or neglect. Families served will be those identified as having a history of neglect and/or physical abuse, or have risk factors for neglect and/or abuse. Through SafeCare®, trained professionals (Home Visitors) work with families in home environments to improve the parents' skills. SafeCare® is provided in weekly home visits lasting from 1-2 hours for a period of 18-20 weeks for each family.

CAC will provide services in North County (Santa Maria and Lompoc areas) to 75 families. In addition, CAC will participate in coaching and supporting the cascading of the SafeCare® Program into Santa Barbara County.

III. DUTIES AND RESPONSIBILITIES:

A. Contractor shall:

1. Provide three (3) Home Visitors and executive support dedicated to learning and implementing the SafeCare® Model with fidelity under the ADAPTS joint project between Santa Barbara County and Ventura County and beyond.
2. Collaborate with the COUNTY, CALM, Ventura County Health and Human Services Agency and Ventura contract staff in developing a learning collaborative as the SafeCare® program is implemented.
3. Adhere to the National SafeCare® Training and Research (NSTRC)/ADAPTS implementation model by:
 - Participating in all ADAPTS leadership conference calls and meetings to support implementation and ongoing program maintenance
 - Participating in all SafeCare® training/coaching and technical assistance meetings to support implementation of SafeCare® and to ensure model fidelity with consideration given to local adaptations
4. Allow and support identified trainer(s)/coaches selected from the COUNTY cohort (CAC, CALM and COUNTY) to become certified SafeCare® trainer(s)/coach (es) who will provide training and coaching to new SafeCare® Home Visitors in order to maintain fidelity and sustainability of the model.
 - Provide SafeCare® training/coaching at no cost under this contract. Decisions regarding the number of new Home Visitors to be trained and supported through coaching will be made in conjunction with the COUNTY.
5. Ensure SafeCare® services shall be delivered in the home by trained staff carrying caseloads of approximately 10-15 families at a time.
6. Provide leadership which is crucial for achieving sustained implementation of SafeCare®. Leadership must be committed to support implementation of SafeCare® and should take the following steps:
 - Ensure that CONTRACTORS managers and staff are committed to both workshop and in-field training for Home Visitors and Coaches. This includes implementing SafeCare® according to ADAPTS model.
 - Commit to ongoing coaching and ensure that staff have adequate time to give/receive coaching to ensure fidelity of the SafeCare® Model.
 - Ensure all Home-Visitors working on the project are SafeCare® certified.
 - Ensure that caseloads for home visitors conducting SafeCare® are appropriate (10-15), considering training/coaching responsibilities to support program fidelity.
7. Ensure that the Home Visitors responsibilities include, but are not limited to:
 - Demonstrating skills in the field to become and remain a certified SafeCare® provider.

- Participating in monthly coaching sessions in the home through direct observation or recordings of sessions where the coaches will track model fidelity and provide feedback to the trained home visitors.
 - Participating in weekly supervision meetings to review model implementation and case consultation with Project Supervisors and SafeCare® trainers/coaches.
 - Providing an average of 18-20 weekly 1-2 hours sessions per case. This will include completion of assessments, surveys, and documentation as required. Assessments will be completed before and after each of the modules.
 - Enhancing and improving parenting skills with regard to child healthcare, home safety and hazard prevention, and parent-child interaction.
 - Conducting and documenting observations of parental knowledge and skills for the Health, Home Safety, Parent-Child/Parent-Infant Interactions and Problem Solving and Counseling Modules by using a set of observation checklists that may include:
 - Describing desired target behaviors;
 - Explaining the rationale or reason for each behavior;
 - Modeling each behavior (demonstrating desired behavior);
 - Asking parent to practice behavior;
 - Providing positive feedback (pointing out positive aspects of performance);
 - Providing constructive feedback (pointing out aspects of performance needing improvement);
 - Reviewing parent's performance, having them practice areas that need improvement, and setting goals for the week.
 - Use observational assessment tools built into each module (Health, Home Safety, Parent-Child/Parent-Infant Interaction and Problem Solving and Counseling) to evaluate whether parents are progressing as expected in SafeCare targeted skills.
8. Ensure that Home Visitors and families have the additional resources needed for SafeCare® Training and Implementation as outlined below:
- Each home visitor will be provided with:
 - A digital audio recorder (one per home visitor) and batteries
 - A screwdriver for installing latches (one per home visitor)
 - A baby doll for doing role-plays with the parents (one per home visitor)
 - Access to a copier (master copies of the SafeCare assessment forms and a health manual will be provided; copies will need to be made for each family served)
 - A clipboard, rolling file organizers to carry supplies
 - Each family will be provided with:
 - Copies of the health manual and other SafeCare forms

- A safety First Kit OR the following basic safety latches (one per home visitor):
 - Cabinet latches
 - Door knob holders
 - Drawer latches
 - A no choke test tube or tube for assessing choking hazards (to leave with each family)
 - Other optional materials:
 - Digital thermometer with cover (to leave with each family)
 - Packet of coloring sheets (can be printed from the internet) and box of crayons
 - Toy for Family (walking child – age 5)
 - Toy for Infant (0 – walking age)
 - Gloves
 - Stickers for reinforcing children’s positive behaviors
 - Band-aids
9. Ensure parents with children ages 0-7 years old will be trained using the following modules during home visits:

- Health Module

The goals of this module are to train parents to use health reference materials, prevent illness, identify symptoms of childhood illnesses or injuries, and provide or seek appropriate treatment by following the steps of a task analysis. To assess actual health-related behavior, parents role-play health scenarios and decide whether to treat the child at home, call a medical provider, or seek emergency treatment. Parents are provided with a medically validated health manual that includes a symptom guide, information about planning and prevention, caring for a child at home, calling a physician or nurse, and emergency care. Parents are also supplied with health recording charts and basic health supplies (e.g., thermometer). After successfully completing this module, parents are able to identify symptoms of illnesses and injuries, as well as determine and seek the most appropriate health treatment for the child.

- Home Safety Module

This module involves the identification and elimination of safety and health hazards by making them inaccessible to children. The Home Accident Prevention Inventory- Revised (HAPI-R) is a validated and reliable assessment checklist designed to help a provider measure the number of environmental and health hazards accessible to children in the homes. Rooms are evaluated using this assessment tool and then training takes place to assist parents in identifying and reducing the number of hazards and making them inaccessible to children. Safety latches are supplied to families. This protocol is effective in significantly reducing hazards in the home and these reductions have been found to be maintained over time.

- Parent-Child/Parent-Infant Interactions Module

This module consists of training on parent-infant interactions (birth to 8-10 months) and parent-child interactions (8-10 months to 7 years). The purpose of

this module is to teach parents to provide engaging and stimulating activities, increase positive interactions, and prevent troublesome child behavior. The primary method for teaching this module is Planned Activities Training (PAT) Checklist. Providers observe parent-child play and/or daily routines and code for specific parenting behaviors. Positive behaviors are reinforced and problematic behaviors are addressed and modified during the in-home sessions. Providers teach parents to use PAT checklists to help structure everyday activities. Parents also receive activity cards that have prompts for engaging in planned activities.

- Problem Solving and Counseling Module

Two additional focal points of the SafeCare® model are problem-solving and counseling skills. Problem-solving is used by SafeCare® providers to help parents work through the many problems they may face that are not addressed by the SafeCare® model. Structured problem-solving involves correctly framing the problem, generating potential solutions, identifying pros and cons of those solutions, choosing a solution, and acting. SafeCare® also teaches providers to use good counseling skills including: how to frame a session, building rapport, how to ask questions to elicit more information, how to provide positive and corrective feedback, and how to close a session. Problem-solving and counseling are used across the three SafeCare® modules as needed

10. Ensure each case will have a client file which will include the following information:
 - SafeCare® documentation, as required;
 - Authorization for Release of Confidential Information form;
 - Family Development Matrix assessment and other related documents (if applicable);
 - Contact log/documentation describing services provided at each visit;
 - Assessment forms including the Ages & Stages Questionnaire (ASQ);
 - Discharge summary of client services and referrals.
11. Ensure referrals to the SafeCare® project are appropriate and within the guidelines established by the Santa Barbara COUNTY SafeCare® Project Team.
12. Staff cases with the CWS caseworker on a monthly basis, at a minimum.
13. Enter all requisite data into the SafeCare® tracking system to ensure data collection and reporting.
14. Report all instances of known or suspected child/elder abuse or neglect in accordance with the law to Child Welfare Services/Adult Protective Services.
15. Offer treatment services in the language the client chooses and in a culturally sensitive manner.
16. Participate in a quarterly CONTRACTOR meeting to discuss and resolve any issues that may arise in coordinating services with CWS or in the course of delivering services to CWS clients.

B. COUNTY shall:

1. Serve as the coordinator for the ADAPTS/SafeCare® project.

2. Collaborate with CALM, CAC, and Ventura counterparts in developing a learning collaborative to implement and sustain SafeCare® over time.
3. Participate in all ADAPTS conference calls and SafeCare® meetings.
4. Allow and support identified trainer(s)/coach (es) selected from the COUNTY cohort to become a certified SafeCare® trainer/coach who will provide training and coaching to new SafeCare® Home Visitors in order to maintain sustainability of the model. Decisions regarding the number of new Home Visitors to be trained and supported through coaching will be made in conjunction with the CONTRACTOR.
5. Remain invested in furthering the use of this model in the years following the initial pilot and cascade the model further into the community by providing SafeCare® training and coaching at low/no cost.
6. Ensure referrals to the SafeCare project are appropriate and within the guidelines established by the Santa Barbara COUNTY SafeCare® Project Team.
7. Work with the CONTRACTOR to ensure that Home Visitors and families have the additional resources needed for SafeCare® Training and Implementation as outlined below:

- Each home visitor has:

- A digital audio recorder (one per home visitor) and batteries;
- A screwdriver for installing latches (one per home visitor);
- A baby doll for doing role-plays with the parents (one per home visitor);
- Access to a copier (trainees will be given master copies of the SafeCare® assessment forms and a health manual; copies will need to be made for each family served);
- A clipboard, rolling file organizers to carry supplies.

- Each family has:

- Copies of the health manual and other SafeCare® forms;
- A safety First Kit OR the following basic safety latches (one per home visitor):
 - Cabinet latches
 - Door knob holders
 - Drawer latches
- A no choke test tube or tube for assessing choking hazards (to leave with each family);
- Other optional materials:
 - Digital thermometer with cover (to leave with each family)
 - Packet of coloring sheets (can be printed from the internet) and box of crayons
 - Toy for Family (walking child – age 5)
 - Toy for Infant (0 – walking age)
 - Gloves
 - Stickers for reinforcing children's positive behaviors
 - Band-aids

8. Hold a quarterly COUNTY meeting to discuss and resolve any issues that may arise in coordinating services with CONTRACTOR or in the course of delivering services to CWS clients.

VI. REPORTING REQUIREMENTS:

CONTRACTOR will submit monthly reports in the format provided as Exhibit A-1 which includes, but is not limited to the following:

- Demographics – Name, Date of Birth, Ethnicity, Client Number, and Home Visitor;
- Referral Detail – Referral date, Referral Source, Open Date, and Initial Visit;
- Appointment Detail – number of appointments scheduled/kept by CONTRACTOR
- SafeCare® Trainings provided – i.e. Health, Home Safety, Parent-Child/Parent-Infant Interactions, and Problem Solving and Counseling;
- Status of Performance Measures/Outcomes – met, met/sufficient progress, not met/closed and the closure reason.

VI. PERFORMANCE MEASURES/OUTCOMES:

- A. 100% of families opened to SafeCare® will be contacted by a Home Visitor within 3 business days to schedule the first appointment.
- B. 85% of the families who remain enrolled in SafeCare® after the first home visit will complete all training modules.
- C. 95% of parents who complete each module will demonstrate improved skills and competence in child healthcare, parent/child interaction, and home safety as measured at baseline and after the completion of each of the three modules.
- D. 95% of families who complete SafeCare® will not have a subsequent substantiated referral for abuse or neglect within 3 months.
- E. 100% of the Home Visitors will continue to participate in the monthly coaching to ensure fidelity to the SafeCare® model.
- F. CONTRACTOR will work with the COUNTY to establish additional outcome measures as warranted to support the determination of SafeCare® efficacy and to promote program expansion.

VII. PROGRAM REVIEWS AND AUDITS

CONTRACTOR will be subject to audits that cover all fiscal and programmatic terms and conditions of the contract and/or prescribed by the State, including cost allocation methodologies. CONTRACTOR will be responsible for reimbursement to COUNTY for all disallowed costs.

VIII. GENERAL CONTRACT PROVISIONS

- A. Modification of Services – CONTRACTOR shall obtain the expressed written consent from the COUNTY for any variation in the provision of services described in this Agreement. Approval for such modification of services will not require further Board of Supervisors approval if it is to provide additional services within Alcohol and Drug Treatment Services and within the approved budget.
- B. CONTRACTOR will obtain prior written approval from County, prior to purchasing any furniture, equipment, EDP hardware or software funded through this contract. Contractor will return to County upon expiration or termination of this contract all furniture, equipment, EDP hardware or software purchased or provided to Contractor under this contract.

EXHIBIT A-1

Home Visitor Log

[illegible]

EXHIBIT A-1

Home Visitor Log

[illegible]

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$115,000.00**
- 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. Payment for services and/or reimbursement of costs shall be based upon **Attachment B-1**. Invoices submitted for payment 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 by the 15th of the month an invoice or certified claim on the COUNTY Treasury for the service performed over the period specified. These invoices or certified claims must cite:
- Board Contract Number
 - Number, Type, and Cost of each service delivered for which compensation is being requested
- COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory within the costs basis of **Attachment B-1** 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. Tracking of Expenses: CONTRACTOR shall inform COUNTY when seventy-five percent (75%) of the Maximum Agreement Amount has been incurred based upon CONTRACTOR's own billing records. CONTRACTOR shall send such notice to those persons and addresses which are set forth in the Agreement, Section 2 (NOTICES).
- F. Six-Month Billing Limit: Unless otherwise determined by state or federal regulations all original invoices under this Agreement must be received by COUNTY within six (6) months from the date of service to avoid possible payment reduction or denial for late billing.

Line Item Budget

Term Beginning 11/01/2010

Term Ending 6/30/2011

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		
Program Coordinator	.10	\$ 3,486.49
Case Manager/Educator	3.0	\$ 65,356.87
Administrative Positions		
Family Youth Services Director	.05	\$ 2,986.84
Sub-Total Salaries:		\$ 71,830.20

¹ FTE = Amount of time employee works on this program. State as decimal based upon 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, Workers Compensation	\$ 10,804.97
Health, Dental, Life, Eye Insurance	\$ 11,810.08
Retirement & Other	\$ 2,512.78
Administrative Staff	
Payroll Taxes, Workers Compensation	\$ 468.46
Health, Dental, Life, Eye Insurance	\$ 512.40
Retirement & Other	\$ 109.34
Sub-Total Employee Benefits	\$ 26,218.03
Percentage Benefits	36.5%
TOTAL SALARIES AND EMPLOYEE BENEFITS	\$ 98,048.23

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	\$
Sub-Total Services	\$

2) Supplies

Item	Budget for Contract Term
Office Expense*	\$ 350.00
Program Expense*	\$ 2,096.91
Training – Out of COUNTY Travel - Ventura Mileage & Per Diem	\$ 450.00
Telephone*	\$ 1,442.07
Mileage*	\$ 1,498.75
Other*	
Sub-Total Supplies	\$ 5,837.75
TOTAL SERVICES AND SUPPLIES	\$ 5,837.75

C. OPERATING EXPENSES

Item*	Budget for Contract Term
Facility Lease/Rental	\$ 2,000.10
Equipment Lease/Rental*	\$ 200.01
Furnishings*	
Maintenance	\$ 200.01
Utilities	
Insurance (Refer to General Contract Provisions for Insurance Requirements)	\$ 66.67
Other* Indirect Cost @ 8.1%	\$ 8,647.23
Total Operating Expenses	\$ 11,114.02
GRAND TOTAL LINE ITEM BUDGET	\$ 115,000.00
Minus Revenue	
TOTAL BEING REQUESTED	\$ 115,000.00

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS For contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

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

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

Indemnification pertaining to Professional Services:

CONTRACTOR shall 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 the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

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 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 an 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 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.

Contract Summary Form:

Contract Number : _____ - _____ - _____ - _____

D1.	Fiscal Year	:	FY 10/11
D2.	Budget Unit Number (<i>plus -Ship/-Bill codes in paren's</i>)	:	044
D3.	Requisition Number	:	N/A
D4.	Department Name	:	Social Services
D5.	Contact Person	:	Yalila "Lee" Gonzales
D6.	Phone	:	346-8362

K1.	Contract Type (<i>check one</i>): <input type="checkbox"/> Personal Service <input type="checkbox"/> Capital Project/Construction		
K2.	Brief Summary of Contract Description/Purpose	:	Home-Parent Training under SafeCare® Model
K3.	Original Contract Amount	:	\$ 115, 000.00
K4.	Contract Begin Date	:	11/01/10
K5.	Original Contract End Date	:	06/30/11
K6.	Amendment History (<i>leave blank if no prior amendments</i>):		
	<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndtAmt</u> <u>CumAmndtToDate</u> <u>NewTotalAmt</u> <u>NewEndDate</u> <u>Purpose</u>
	(2-4 words)		
	\$	\$	\$

K7.	Department Project Number	:	N/A
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B1.	Is this a Board Contract? (<i>Yes/No</i>)	:	Yes
B2.	Number of Workers Displaced (<i>if any</i>)	:	None
B3.	Number of Competitive Bids (<i>if any</i>)	:	Two
B4.	Lowest Bid Amount (<i>if bid</i>)	:	N/A
B5.	If Board waived bids, show Agenda Date :		
B6.	... and Agenda Item Number	:	#
B7.	Boilerplate Contract Text Unaffected? (<i>Yes / or cite ¶¶</i>)	:	

F1.	Encumbrance Transaction Code	:	1701
F2.	Current Year Encumbrance Amount	:	\$
F3.	Fund Number	:	0055
F4.	Department Number	:	044
F5.	Division Number (<i>if applicable</i>)	:	09
F6.	Account Number	:	7659
F7.	Cost Center number (<i>if applicable</i>)	:	N/A
F8.	Payment Terms	:	Net 30

V1.	Vendor Numbers (<i>A=uditor; P=urchasing</i>)	:	
V2.	Payee/Contractor Name	:	Community Action Commission (CAC)
V3.	Mailing Address	:	5638 Hollister Avenue, Suite 230
V4.	City State (<i>two-letter</i>) Zip (<i>include +4 if known</i>)	:	Goleta, CA 93117
V5.	Telephone Number	:	(805) 964-8857 ext 141
V6.	Contractor's Federal Tax ID Number (<i>EIN or SSN</i>)	:	95-2491790
V7.	Contact Person	:	Carolyn Contreras, Program Director
V8.	Workers Comp Insurance Expiration Date	:	09/01/11
V9.	Liability Insurance Expiration Date[s] (<i>G=enl; P=rofl</i>)	:	05/24/11
V10.	Professional License Number	:	#
V11.	Verified by (<i>name of COUNTY staff</i>)	:	Yalila "Lee" Gonzales
V12.	Company Type (<i>Check one</i>): <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
	(X) Non Profit		

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

Date: _____

Authorized Signature: _____