

This version of the boilerplate was approved by the Contracts Committee and activated **April 21, 1995**. This file will be updated as needed; please be conscious of the activation date to make sure that you are using the most current version.

Instructions:

1. Save this file to your user directory under another name;
2. Use the **F2** key (the search function) to find each instance of **xx** and type the appropriate information in its place;
3. Select only one **Exhibit B** and one **Exhibit C**, and delete all others;
3. Complete the **Contract Summary Form** at the end of the boilerplate; and,
4. Print and save the file.

For assistance, call 568-2141

**AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR{PRIVATE }**  
June 6, 2002

**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 **Concera Corporation** having its principal place of business at **1220 SW Morrison, Ste. 700, Portland, OR 97205** (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.** **JACK WILLIAMS** at phone number **805-346-8357** is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. **DIANNE OWENS** at phone number **805-733-1734** 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: **Maria Ratliff, Contracts Coordinator, Department of Social Services, 2125 S. Centerpointe Parkway, Santa Maria, CA 93455, telephone 805-346-8289**

To CONTRACTOR: **Colleen Cain, President, Concera Corporation, 1220 SW Morrison, Ste. 700, Portland, OR 97205, telephone 503-273-4376 with a copy to legal counsel.**

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

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

4. **TERM.** CONTRACTOR shall commence performance on **July 1, 2002** and end performance upon completion, but no later than **June 30, 2005** unless otherwise mutually agreed upon in writing by the parties or unless earlier terminated. This contract is subject to a one year renewal at the end of the original contract period.

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 1 DESIGNATED REPRESENTATIVE, 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 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 reasonable 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 to the best of CONTRACTOR's knowledge 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 to the best of CONTRACTOR's knowledge.

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 which shall not be unreasonably withheld.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement. CONTRACTOR may use concepts, ideas, and know how developed as a result of the services for its business activities for any other third party.

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this

Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

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

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

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

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

17. **TERMINATION.**

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

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

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for services performed up 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 to the best of its knowledge and as of the date hereof it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

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

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Concera Corporation**.

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

COUNTY OF SANTA BARBARA

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

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

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

CONTRACTOR

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

By: \_\_\_\_\_  
*Susan K. Kaufman, Secretary*  
SocSec or TaxID Number: 93-0942425

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

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

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

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

APPROVED AS TO FORM:  
RISK MANAGEMENT

By: \_\_\_\_\_  
Risk Manager

Include language which describes, in detail sufficient to monitor satisfactory performance, the work you expect performed for the price you've agreed to pay.

Any attachments should be labelled "Attachment A-1" and so on. Be sure to state in your Exhibit A language that the attachment is "incorporated by reference."

If you choose to use the Contractor's proposal as your Exhibit A (Statement of Work), **BE VERY CAREFUL** about any terms in their "fine-print" that could be a detriment to the County. **Remember: terms in the Exhibits take precedence over the boilerplate.** If any term in the exhibits affects any term in the boilerplate, **you must disclose that affect on the Contract Summary Form**, and show the affected paragraph number[s].

## EXHIBIT A

### STATEMENT OF WORK

Concera Corporation will provide services pursuant to the County of Santa Barbara Department of Social Services Employment Support Services Request for Proposal (RFP) and CONTRACTOR response to the RFP dated March 26, 2002. The applicable components of the proposal have been incorporated into Exhibit A. In the event of conflict between the provisions contained in the proposal and the provisions contained in Exhibit A, the provisions of Exhibit A shall prevail over those in the proposal.

#### **Program Management**

Corporate Structure - Corporate headquarters for Concera Corporation is 1220 SW Morrison, Ste. 700 in Portland, Oregon. The Santa Barbara County Program Director will work closely with Corporate Office to assist in human resource procedures, administer budgeting and invoicing practices, provide participant products, process payroll, and support in the training and development of Santa Barbara County staff. The Corporate Office staff uses established management systems, which have served the County of Santa Barbara Department of Social Services (DSS) since 1993.

Span of Supervisory Control – Supervisory control is maintained within an effective management structure. A Program Director will be assigned to oversee the entire contract with services being delivered in Santa Barbara, Santa Maria, and Lompoc. A Supervisor who is committed and experienced and is directly responsible for service delivery by line staff to participants will be in each location. The Program Director will supervise each Supervisor. The Regional Vice President will supervise the Program Director by visiting the project sites regularly to ensure quality services are being delivered, contract compliance is being met, and to lend supervision to the Program Director.

Staff Training – Concera will continually develop and educate staff. Staff will be equipped with the latest job search and advancement techniques, will be knowledgeable about policies and procedures in California, as well as in Santa Barbara County, and will be well connected with community organizations. A Concera representative will attend County meetings and trainings and provide training to all Concera staff.

Bilingual Services – Concera will provide translation services to participants with limited or non-English speaking abilities utilizing the following strategies:

- Recruit and hire staff that represents the cultural and ethnic backgrounds of the population served. (Over 60% of Concera's Santa Barbara County staff are bilingual.)
- Cultural sensitivity training to enhance employee understanding and service delivery.
- Training materials have already been translated to assist people who speak Spanish, Russian, Vietnamese, Arabic, Bosnian, Creole, and Hmong.

Performance Monitoring – Concera will use a variety of accountability methods, including attending DSS program meetings to monitor performance and provide corrective action plans for any problem which may

arise. Other performance monitoring strategies include: monthly statistical service reports, file reviews, performance reviews, performance management, contract matrix, and grievance and formal complaint procedures.

### **Summary of Activities/Performance Highlights**

Concera Corporation will provide Orientations, Appraisals, Job Services, Assessments, and Career Advancement assistance to Welfare-to-Work (WTW) applicants and recipients in Santa Barbara County according to the service flow prescribed by the County.

Orientation – Eligibility requirements, time limits, program requirements, and available services will be shared with WTW applicants and recipients. Orientations will be scheduled and facilitated up to five times a week in both English and Spanish as needed at each DSS CalWORKs site. DSS will schedule the appointments and Concera will facilitate the orientation sessions. The Career Service Consultants (CSC) will conduct the following duties: calling participants prior to orientation, conducting after hour, weekend, one-on-one, and off-site orientations, if needed. In addition, the CSC will record attendance on a roster form that indicate no shows, follow the orientation manual, distribute and gather paperwork, route paperwork to the correct individuals for appraisals, as well as any other duties which apply to orientation pursuant to County policies and procedures.

Appraisal\* - County forms will be used and County policies and procedures will be followed as Concera conducts appraisals on Job Club ready applicants and all recipients. This may include a review of their previous case history to ensure participants are Job Club ready by using the R.E.A.C.H. interview method.

Job Services (Job Club JCL) – Upon completion of the appraisal, all applicants and recipients that are determined to be job ready are referred to Job Services (JCL). JCL services will be performed in accordance with County policies and procedures. JCL will run for a period of 20 days and shall include 10 days of workshop and 10 days of job search or network center. Each unemployed participant will be involved in JCL from 8:30 a.m. – 4:00 p.m., Monday – Friday.

Concera will utilize several effective training agendas, which are designed to be flexible in order to meet our customer's needs, as policies or participant's needs change. Specifically, Concera will utilize the *Compass for the Future*, *Gateway to Employment*, and *Keys to Unlocking Your Future* approaches.

Assessment\* - Each Concera office will have staff available once a week to proctor and score the Santa Barbara County WTW Assessment Testing. Staff will provide the testing in English, Spanish, or both, as needed. Staff proctoring and scoring the Assessment testing will have a Bachelor's degree and one to three years of experience in government service to consumers, particularly workforce development, or an equivalent combination of education and experience.

Career Advancement – Concera will provide the Career Advancement Program (CAP) for participants who are working or preparing for work training activities. For employed participants, currently on cash assistance, CAP can be tailored to meet the needs of the participant and provide extra hours to meet participation requirements. Staffing will be arranged to meet with participants around their work schedules. This could be in the evenings and/or on weekends. CAP activities will mostly occur on a one-on-one basis. The CSCs will utilize the R.E.A.C.H. interview method when working with participants. The goal is to ensure participants remain employed and advance on the job. Retention and career advancement curriculum will be used. Participants with barriers covered by JCL workshops will be referred to the appropriate workshop. Staff providing the CAP services will have a Bachelor's degree and one to three years of experience in government service to consumers, particularly workforce development, or an equivalent combination of education and experience.



\*Services marked with an (\*) are optional and will only be provided by CONTRACTOR at the specific written request of the COUNTY.

Concera's Monthly Performance Objectives are to:

1. Place 55% of participants attending at least one day of Job Services into unsubsidized employment;
2. Ensure 55% of those starting employment will be working 32 or more hours a week and earning minimum wage or above; and
3. Serve participants within two days of referral date to Job Club.

**General Contract Provisions**

CONTRACTOR shall:

1. Provide reports in a form and manner as mutually agreed upon as determined reasonably necessary by the COUNTY to the COUNTY's contract liaison.
2. Obtain prior approval from DSS before moving any computer line.
3. Return to COUNTY upon expiration or termination of this contract any equipment or furniture loaned to CONTRACTOR as well as any other equipment purchased or provided to CONTRACTOR under this contract.
4. Obtain the expressed written consent from the COUNTY for any variation in the provision of services described in this agreement.
5. Comply with facility management direction when in COUNTY buildings.
6. In accordance with Federal Government Accounting Standards, only seek reimbursement from COUNTY for expenses that are allowable under the provisions of OMB Circular A-87.

**Payment Considerations**

CONTRACTOR will submit a monthly report with the monthly invoice that details services rendered and level of attainment of the performance objectives.

Monthly, CONTRACTOR will be reimbursed for costs associated with performing services pursuant to this contract in accordance with the approved budget and cost policy statement specified in Attachment B1 and in accordance with OMB A-87.

Monthly, CONTRACTOR will be eligible for a potential profit payment based on the attainment of the agreed upon performance objectives. Contractor will track and invoice achieved performance objectives monthly. For each of the three performance objectives achieved during the month, 1/3 of the profit earned during the month will be paid. The monthly performance objectives will be averaged on a quarterly basis in case a monthly average performance objective is not met. If the quarterly average measure for the performance objectives is met at the quarter, then the amount of monthly performance profit not paid, could be recouped. If the quarterly standards are not met, there would be no downward adjustment for the prior months when performance was achieved.

Please refer to the example below:

	Month 1	Month 2	Month 3	Quarter Average
Standard	55%	55%	55%	55%
Achieved Performance	54%	55%	56%	55%
Invoiced	\$0	\$2860.92	\$2860.92	\$2860.92*

\*Profit recoupment for Month 1 for performance objective not met and not billed, based on year 1 budget estimates.

Liquidated Damages – CONTRACTOR will be responsible for any costs COUNTY incurs as a result of CONTRACTOR not performing duties specified in this agreement. Such costs will be presented to the CONTRACTOR in writing and the CONTRACTOR will have 30 days to rebut the assessment prior to the COUNTY deducting the costs from the current invoice. If the liquidated damages are assessed after the final invoice has been paid, the CONTRACTOR will be sent an invoice and payment will be remitted within 30 days of the date of the invoice.

**Annual Review/Renewal of Contract Terms**

The contract terms will be subject to annual renegotiation based on the most recent demographic data, actual expenditures, and funding information available. Unless amended in writing, the contract terms and conditions will automatically renew each July 1st for additional one (1) year periods.

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There are six versions of Exhibit B, incorporated here. They address specific circumstances:

- #1: Compensation Upon Completion
- #2: Compensation Upon Completion (with attached schedule of fees)
- #3: Periodic Compensation
- #4: Periodic Compensation (with attached schedule of fees)
- #5: Periodic Compensation at Selected Milestones
- #6: Periodic Compensation at Selected Milestones (with attached schedule of fees)

Select the appropriate alternative for this contract, then delete all other pages.

**EXHIBIT B**

**PAYMENT ARRANGEMENTS**

**Periodic Compensation at Selected Milestones (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 \$ 1,029,944 for year one, \$1,081,559 for year two, and \$1,120,763 for year three. The maximum amount for the original three year contract term is \$3,232,266 subject to annual renegotiation as provided in EXHIBIT A.

B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance of the Services set forth herein, 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** (Schedule of Fees). 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. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be reasonably satisfactory in accordance with the terms of this Agreement 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.

Percentage of Total Contract Amount or Maximum Amount Chargeable	Milestone Description
<u><b>Year One</b></u>	
<b>\$77,246</b>	<b>Monthly maximum cost reimbursement.</b>
<b>\$25,748.50</b>	<b>Maximum quarterly profit potential.</b>
<u><b>Year Two</b></u>	
<b>\$81,225</b>	<b>Monthly maximum cost reimbursement.</b>
<b>\$26,714.75</b>	<b>Maximum quarterly profit potential.</b>
<u><b>Year Three</b></u>	
<b>\$84,160</b>	<b>Monthly maximum cost reimbursement.</b>
<b>\$27,710.75</b>	<b>Maximum quarterly profit potential.</b>

The final milestone payment above shall not be made until all services have been completed and item(s) as specified in **EXHIBIT A** have been delivered and found to be satisfactory in the COUNTY's reasonable opinion and in accordance with the terms of this Agreement.

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.

**Schedule of Fees**

**Attachment B-1**

**Line Item Budget**

**Name of Applicant Agency:** Concera Corporation

Please provide a line item budget for each year of the term of the contract. Note that contract will be awarded for a three year period. Please do not forget to include any proposed cost of living or performance appraisal merit increases in your proposed budget.

**Year Beginning** 7/1/02 **Year Ending** 6/30/03

**A. SALARIES AND EMPLOYEE BENEFITS**

**A. SALARIES AND EMPLOYEE BENEFITS**

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

<b>Position(s)</b>	<b>Full-Time Equivalent (FTE)1</b>	<b>Annual Budget</b>
<b>Direct Service Positions</b>		
Program Director (1)	100%	55,733
Operations Supervisor (3)	100%	124,996
Career Services Consultant (11)	100%	346,628
<b>Administrative Positions</b>		
Direct Company Support	varies	7,043
<b>Sub-Total Salaries:</b>		<b>\$534,400</b>

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.

<b>Type of Employee Benefit</b>	<b>Annual Budget</b>
<b>Direct Service Staff</b>	
Insurance	56,232
Retirement	21,094
FICA/FUTA/SUI	55,373
Workers Compensation, Accrued Paid Time Off, etc.	4,483
<b>Administrative Staff</b>	
Insurance	752
Retirement	281
FICA/FUTA/SUI	739
Workers Compensation, Accrued Paid Time Off, etc.	60
<b>Sub-Total Employee Benefits</b>	<b>\$139,014</b>
<b>Percentage Benefits</b>	<b>26.01%</b>
<b>TOTAL SALARIES AND EMPLOYEE BENEFITS</b>	<b>\$673,414</b>

**B. SERVICES AND SUPPLIES**

**B. SERVICES AND SUPPLIES**

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

<b>Name of Consultant(s)/Contract Services</b>	<b>Annual Budget</b>
Independent Audit	1,222
<b>Sub-Total Services</b>	<b>\$1,222</b>

2) Supplies

<b>Item</b>	<b>Annual Budget</b>
Office Expense*	30,660
Program Expense*	
Telephone*	17,190

(Co of SB Std Terms Ver 4-21-95)

**Schedule of Fees**

**Attachment B-1  
Annual Budget**

Item	
<b>Mileage*</b>	12,600
<b>Other*</b>	
<b>Sub-Total Supplies</b>	<b>\$60,450</b>
<b>TOTAL SERVICES AND SUPPLIES</b>	<b>\$61,672</b>

\*detail Provided in Budget Narrative.

**C. OPERATING EXPENSES**

**Schedule of Fees**  
**C. OPERATING EXPENSES**

**Attachment B-1**

<b>Item*</b>		<b>Annual Budget</b>
<b>Facility</b>	<b>Lease/Rental</b>	70,056
<b>Equipment</b>	<b>Lease/Rental*</b>	11,150
<b>Furnishings*</b>		
<b>Maintenance</b>		2,802
<b>Utilities</b>		7,006
<b>Insurance</b> (Refer to General Contract Provisions for Insurance Requirements)		3,354
<b>Other*</b>		
	Staff Development/Transportation	20,790
	Advertising/Promotions	1,500
	Miscellaneous Fees and Licenses	2,015
	Allowable Indirect Costs	73,191
	Profit Potential	102,994
<b>Total Operating Expenses</b>		<b>\$294,858</b>
<b>GRAND TOTAL LINE ITEM BUDGET</b>		<b>\$1,029,944</b>
<b>Minus Revenue</b>		
<b>TOTAL BEING REQUESTED</b>		<b>\$1,029,944</b>

\*Detail provided in Budget Narrative

**Budget Narrative**

**Name of Applicant Agency:** Concera Corporation

**Personnel:** (Job descriptions are included for all positions in the budget.)

TITLE	FTE	HOURLY RATE
Program Director	1	\$26.79
<b>Duties</b>		
<p>The Program Director will manage overall operations of the contract. Mr. Walker will be the Program Director for this contract and will act as the main interface with the County of Santa Barbara Department of Social Services regarding contract compliance and overseeing training for all staff in policies and procedures. The Program Director will directly supervise the Operational Supervisors and the Quality Control Analyst.</p>		
<b>Minimum Qualifications</b>		
<p>Bachelor's Degree in a related field and two to four years of operational management experience in government services to consumers or the equivalent of education and experience.</p>		

TITLE	FTE	HOURLY RATE
Operations Supervisor	3	\$20.03
<b>Duties</b>		
<p>The supervisors will be responsible for the staff performance, direct participant service delivery, and overall office management. Supervision of direct line staff includes recruiting, hiring, and training of new staff, and conducting ongoing staff development. Performs staff evaluations and oversees monthly statistical reports.</p>		
<b>Minimum Qualifications</b>		
<p>Bachelor's Degree in a related field and two to three years of experience in government services to consumers or the equivalent combination of education and experience.</p>		

TITLE	FTE	HOURLY RATE
Career Services Consultant	11	\$15.15
<b>Duties</b>		
<p>The Career Services Consultants will be responsible for delivering services, which includes Orientation, Appraisal, Job Club, Career Advancement, and Training and Site Support for Work Experience and Community Service, directly to recipients and applicants in the County of Santa Barbara. For a detailed explanation of the services, please refer to EXHIBIT A.</p>		
<b>Minimum Qualifications</b>		
<p>Bachelor's Degree in a related field and two to three years of experience in government services to consumers or the equivalent combination of education and experience.</p>		

**Budget Narrative**

**A detailed breakdown of expenses is provided in the space below for each item asterisked (\*) on the Line Item Budget.**

**Office Expense:**

Office expense includes costs for participant supplies (paper, pens, etc) and staff supplies (pens, paper, tape, folders, copy paper, etc.) at \$2,555 per month x 12 months = \$30,660.

**Program Expense:**

Cost for program materials is included in office expense.

**Telephone:**

Staff and participant local and long distance telephone usage and cellular telephone usage at \$1,038.50 x 12 months = \$12,462. Postage at \$394 per month x 12 months = \$4,728. Total telephone and postage costs are \$17,190.

**Mileage:**

Local mileage is included for staff to perform home visits, community work experience site visits, and job site visits. 15 staff x \$70 per month x 12 = \$12,600. Some staff will incur more mileage than others.

**Supplies-Other:**

Nothing budgeted at this time.

**Facility-Lease/Rental:**

Costs to lease space at the Lompoc site at \$5,838 per month x 12 = \$70,056. This budget is based on the assumption that office space at the Santa Maria and Santa Barbara sites will be provided at no cost to Concera.

**Equipment-Lease/Rental:**

Costs to purchase internet software at \$350 is included for employee use. Two copier leases at \$400 per month each and one postage meter at \$100 per month is included. Total costs are \$11,150.

**Furnishings:**

Nothing budgeted at this time. This budget is based on the assumption that furnishings at the Santa Maria and Santa Barbara sites will be provided at no cost to Concera.

**Operating Expenses-Other:**

Staff Development and Transportation Costs for 15 employees at \$115.50 per month per employee is included for staff to attend quality training, supplies for team meetings, seminars for employee growth, and for direct company support to travel into the contract, as needed. We have taken into consideration that some staff will travel considerably more than others.

Advertising/Promotions costs for \$1,500 is included for advertising of open positions, if needed.

Miscellaneous fees and license costs are included for payroll processing fees, business licenses, and other miscellaneous costs.

Allowable Indirect Costs – see Cost Policy Statement.

Profit potential is 10% of the Year One budget amount.



Line Item Budget

Name of Applicant Agency: Concera Corporation

Please provide a line item budget for each year of the term of the contract. Note that contract will be awarded for a three year period. Please do not forget to include any proposed cost of living or performance appraisal merit increases in your proposed budget.

Year Beginning 7/1/03 Year Ending 6/30/04

**A. SALARIES AND EMPLOYEE BENEFITS**

A. SALARIES AND EMPLOYEE BENEFITS

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

Position(s)	Full-Time Equivalent (FTE) <sup>1</sup>	Annual Budget
<b>Direct Service Positions</b>		
Program Director (1)	100%	57,963
Operations Supervisor (3)	100%	129,997
Career Services Consultant (11)	100%	360,493
<b>Administrative Positions</b>		
Direct Company Support	varies	7,324
<b>Sub-Total Salaries:</b>		<b>\$555,777</b>

<sup>1</sup> 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	Annual Budget
<b>Direct Service Staff</b>	
Insurance	56,232
Retirement	21,938
FICA/FUTA/SUI	57,587
Workers Compensation, Accrued Paid Time Off, etc.	4,662
<b>Administrative Staff</b>	
Insurance	750
Retirement	293
FICA/FUTA/SUI	770
Workers Compensation, Accrued Paid Time Off, etc.	62
<b>Sub-Total Employee Benefits</b>	<b>\$142,294</b>
<b>Percentage Benefits</b>	<b>25.60%</b>
<b>TOTAL SALARIES AND EMPLOYEE BENEFITS</b>	<b>\$698,071</b>

**B. SERVICES AND SUPPLIES**

B. SERVICES AND SUPPLIES

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

Name of Consultant(s)/Contract Services	Annual Budget
Independent Audit	1,271
<b>Sub-Total Services</b>	<b>\$1,271</b>

2) Supplies

Item	Annual Budget
Office Expense*	31,580
Program Expense*	13,060

(Co of SB Std Terms Ver 4-21-95)

**Schedule of Fees****Attachment B-1  
Annual Budget**

<b>Item</b>	
<b>Telephone*</b>	17,706
<b>Mileage*</b>	12,978
<b>Other*</b>	
<b>Sub-Total Supplies</b>	<b>\$75,324</b>
<b>TOTAL SERVICES AND SUPPLIES</b>	<b>\$76,595</b>

\*detail Provided in Budget Narrative.

**C. OPERATING EXPENSES**

**Schedule of Fees**  
**C. OPERATING EXPENSES**

**Attachment B-1**

<b>Item*</b>		<b>Annual Budget</b>
<b>Facility</b>	<b>Lease/Rental</b>	73,559
<b>Equipment</b>	<b>Lease/Rental*</b>	11,800
<b>Furnishings*</b>		
<b>Maintenance</b>		2,942
<b>Utilities</b>		7,356
<b>Insurance</b> (Refer to General Contract Provisions for Insurance Requirements)		3,488
<b>Other*</b>		
	Staff Development/Transportation	21,414
	Advertising/Promotions	1,545
	Miscellaneous Fees and Licenses	2,069
	Allowable Indirect Costs	75,861
	Profit Potential	106,859
<b>Total Operating Expenses</b>		<b>\$306,893</b>
<b>GRAND TOTAL LINE ITEM BUDGET</b>		<b>\$1,081,559</b>
<b>Minus Revenue</b>		
<b>TOTAL BEING REQUESTED</b>		<b>\$1,081,559</b>

\*Detail provided in Budget Narrative

**Budget Narrative**

**Name of Applicant Agency:** Concera Corporation

**Personnel:** (See job descriptions in year one budget narrative.)

TITLE	FTE	HOURLY RATE
Program Director	1	\$27.87

TITLE	FTE	HOURLY RATE
Operations Supervisor	3	\$20.83

TITLE	FTE	HOURLY RATE
Career Services Consultant	11	\$15.76

**Budget Narrative**

**A detailed breakdown of expenses is provided in the space below for each item asterisked (\*) on the Line Item Budget.**

**Office Expense:**

Office expense includes costs for participant supplies (paper, pens, etc) and staff supplies (pens, paper, tape, folders, copy paper, etc.) at \$2,631.65 per month x 12 months = \$31,580.

**Program Expense:**

Costs to purchase Jump Starts, 30 Ways to Shine, Career Action Planners, YES guidebooks and other participant handbooks are included at catalog price and are to be purchased through our Product Department. Profit is included in the catalog price and therefore is placed below the proposed profit line. Total cost of \$1,088.33 per month x 12 = \$13,060.

**Telephone:**

Staff and participant local and long distance telephone usage and cellular telephone usage at \$1,069.66 x 12 months = \$12,836. Postage at \$405.82 per month x 12 months = \$4,870. Total telephone and postage costs are \$17,706.

**Mileage:**

Local mileage is included for staff to perform home visits, community work experience site visits, and job site visits. 15 staff x \$72.10 per month x 12 = \$12,978. Some staff will incur more mileage than others.

**Supplies-Other:**

Nothing budgeted at this time.

**Facility-Lease/Rental:**

Costs to lease space at the Lompoc site at \$6,129.92 per month x 12 = \$73,559. This budget is based on the assumption that office space at the Santa Maria and Santa Barbara sites will be provided at no cost to Concera.

**Equipment-Lease/Rental:**

Two copier leases at \$400 per month each and one postage meter at \$100 per month is included. \$1,000 has also been included for equipment replacement during the program year. Total costs are \$11,800.

**Furnishings:**

Nothing budgeted at this time. This budget is based on the assumption that furnishings at the Santa Maria and Santa Barbara sites will be provided at no cost to Concera.

**Operating Expenses-Other:**

Staff Development and Transportation Costs for 15 employees at \$118.97 per month per employee is included for staff to attend quality training, supplies for team meetings, seminars for employee growth, and for direct company support to travel into the contract, as needed. We have taken into consideration that some staff will travel considerably more than others.

Advertising/Promotions costs for \$1,545 is included for advertising of open positions, if needed.

**Schedule of Fees****Attachment B-1**

Miscellaneous fees and license costs are included for payroll processing fees, business licenses, and other miscellaneous costs.

Allowable Indirect Costs – see Cost Policy Statement.

Profit potential is 9.88% of the Year Two budget amount.

**Schedule of Fees**

**Attachment B-1**

**A. SALARIES AND EMPLOYEE BENEFITS**

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

**Line Item Budget**

**Name of Applicant Agency:** Concera Corporation

Please provide a line item budget for each year of the term of the contract. Note that contract will be awarded for a three year period. Please do not forget to include any proposed cost of living or performance appraisal merit increases in your proposed budget.

**Year Beginning** 7/1/04 **Year Ending** 6/30/05

**A. SALARIES AND EMPLOYEE BENEFITS**

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

**A. SALARIES AND EMPLOYEE BENEFITS**

**A. SALARIES AND EMPLOYEE BENEFITS**

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

<b>Position(s)</b>	<b>Full-Time Equivalent (FTE)<sup>1</sup></b>	<b>Annual Budget</b>
<b>Direct Service Positions</b>		
Program Director (1)	100%	60,281
Operations Supervisor (3)	100%	135,196
Career Services Consultant (11)	100%	374,913
<b>Administrative Positions</b>		
Direct Company Support	varies	7,617
<b>Sub-Total Salaries:</b>		<b>578,007</b>

<sup>1</sup> 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.

<b>Type of Employee Benefit</b>	<b>Annual Budget</b>
<b>Direct Service Staff</b>	
Insurance	56,232
Retirement	22,816
FICA/FUTA/SUI	59,891
Workers Compensation, Accrued Paid Time Off, etc.	4,848
<b>Administrative Staff</b>	
Insurance	750
Retirement	305
FICA/FUTA/SUI	800
Workers Compensation, Accrued Paid Time Off, etc.	65
<b>Sub-Total Employee Benefits</b>	<b>145,707</b>
<b>Percentage Benefits</b>	<b>25.21%</b>
<b>TOTAL SALARIES AND EMPLOYEE BENEFITS</b>	<b>723,714</b>

**B. SERVICES AND SUPPLIES**

**B. SERVICES AND SUPPLIES**

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

<b>Name of Consultant(s)/Contract Services</b>	<b>Annual Budget</b>
<b>Independent Audit</b>	1,322
<b>Sub-Total Services</b>	<b>1,322</b>

**Schedule of Fees  
2) Supplies**

**Attachment B-1**

<b>Item</b>	<b>Annual Budget</b>
<b>Office Expense*</b>	32,527
<b>Program Expense*</b>	13,060
<b>Telephone*</b>	18,237
<b>Mileage*</b>	13,367
<b>Other*</b>	
<b>Sub-Total Supplies</b>	<b>77,191</b>
<b>TOTAL SERVICES AND SUPPLIES</b>	<b>78,513</b>

\*detail Provided in Budget Narrative.

**C. OPERATING EXPENSES**

**Schedule of Fees**  
**C. OPERATING EXPENSES**

**Attachment B-1**

<b>Item*</b>		<b>Annual Budget</b>
<b>Facility</b>	<b>Lease/Rental</b>	77,112
<b>Equipment</b>	<b>Lease/Rental*</b>	11,800
<b>Furnishings*</b>		
<b>Maintenance</b>		3,084
<b>Utilities</b>		7,711
<b>Insurance</b> (Refer to General Contract Provisions for Insurance Requirements)		3,628
<b>Other*</b>		
	Staff Development/Transportation	22,057
	Advertising/Promotions	1,591
	Miscellaneous Fees and Licenses	2,125
	Allowable Indirect Costs	78,584
	Profit Potential	110,843
<b>Total Operating Expenses</b>		<b>318,536</b>
<b>GRAND TOTAL LINE ITEM BUDGET</b>		<b>1,120,763</b>
<b>Minus Revenue</b>		
<b>TOTAL BEING REQUESTED</b>		<b>1,120,763</b>

\*Detail provided in Budget Narrative



**Budget Narrative**

Name of Applicant Agency: Concera Corporation

Personnel: ( See job descriptions in year one budget narrative.)

TITLE	FTE	HOURLY RATE
Program Director	1	\$28.98

TITLE	FTE	HOURLY RATE
Operations Supervisor	3	\$21.67

TITLE	FTE	HOURLY RATE
Career Services Consultant	11	\$16.39

**Budget Narrative**

**A detailed breakdown of expenses is provided in the space below for each item asterisked (\*) on the Line Item Budget.**

**Office Expense:**

Office expense includes costs for participant supplies (paper, pens, etc) and staff supplies (pens, paper, tape, folders, copy paper, etc.) at \$2,710.58 per month x 12 months = \$32,527.

**Program Expense:**

Costs to purchase Jump Starts, 30 Ways to Shine, Career Action Planners, YES guidebooks and other participant handbooks are included at catalog price and are to be purchased through our Product Department. Profit is included in the catalog price and therefore is placed below the proposed profit line. Total cost of \$1,088.33 per month x 12 = \$13,060.

**Telephone:**

Staff and participant local and long distance telephone usage and cellular telephone usage at \$1,101.75 x 12 months = \$13,221. Postage at \$417.99 per month x 12 months = \$5,016. Total telephone and postage costs are \$18,237.

**Mileage:**

Local mileage is included for staff to perform home visits, community work experience site visits, and job site visits. 15 staff x \$74.26 per month x 12 = \$13,367. Some staff will incur more mileage than others.

**Supplies-Other:**

Nothing budgeted at this time.

**Facility-Lease/Rental:**

Costs to lease space at the Lompoc site at \$6,426 per month x 12 = \$77,112. This budget is based on the assumption that office space at the Santa Maria and Santa Barbara sites will be provided at no cost to Concera.

**Equipment-Lease/Rental:**

Two copier leases at \$400 per month each and one postage meter at \$100 per month is included. \$1,000 has been included for equipment replacement during the program year. Total costs are \$11,800.

**Furnishings:**

Nothing budgeted at this time. This budget is based on the assumption that furnishings at the Santa Maria and Santa Barbara sites will be provided at no cost to Concera.

**Operating Expenses-Other:**

Staff Development and Transportation Costs for 15 employees at \$122.54 per month per employee is included for staff to attend quality training, supplies for team meetings, seminars for employee growth, and for direct company support to travel into the contract, as needed. We have taken into consideration that some staff will travel considerably more than others.

Advertising/Promotions costs for \$1,591 is included for advertising of open positions, if needed.

**Schedule of Fees****Attachment B-1**

Miscellaneous fees and license costs are included for payroll processing fees, business licenses, and other miscellaneous costs.

Allowable Indirect Costs – see Cost Policy Statement.

Profit potential is 9.89% of the Year Three budget amount.

**COST POLICY STATEMENT**

**Basis of Accounting:** Accrual Basis

**Fiscal Period:** December 1 through November 30 annually

**Cost Allocation Basis**

We will use the following procedures in determining the total cost to be allocated to any contract with a state or local government.

**Basic Consideration** - The total costs charged to any contract with a state or local government is the sum of the allowable direct and allocable indirect costs. To be allowable, the cost must meet criteria established in the contract with the state or local government. These criteria may include guidance in Office of Management and Budget Circulars or state allocable cost policy manuals.

**Direct Costs** - Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular contract, project, service or other direct activity of the Company). Direct costs associated with each particular cost objective will be assigned to a "department" within the Company's financial records to account for the revenue and direct costs associated with the cost objective. Direct costs would be, for example, salaries, rent, and utilities directly related to a specific project.

Direct costs will be reviewed to determine which direct costs are "allowable" under federal and/or state guidelines. Applicable federal and/or state publications shall be used to make this determination. Only allowable costs will be charged directly or allocated to such contracts.

The allocation of direct costs will be accomplished as follows:

1. Direct costs that are attributable to one program will be charged directly to that contract.
2. Direct costs that are attributable to two or more programs will be allocated to each program based on an equitable allocation rate.
3. If a special allocation rate is required by contract agreement, such allocation rate will be used.

**Indirect Costs** - Indirect costs are those administrative or overhead costs that have been incurred for common or joint objectives and cannot be readily identified with a particular cost objective. Indirect costs would be, for example, salaries, rent, and utilities at the corporate headquarters. Since all of the major functions of the Company benefit from the indirect costs based on a proportionate share, the Company will use a simplified allocation procedure allowed by federal and state publications.

Indirect costs will be reviewed to determine which indirect costs are "allowable" (under federal and/or state guidelines) to be allocated to contracts with state or local governments. Only allowable costs will be allocated to such contracts.

The allowable indirect costs will be allocated to individual contracts based on an equitable allocation rate. This allocation rate will be determined as follows:

1. The allocation rate will be determined by dividing the direct salaries and wages (including all fringe benefits and related taxes), plus direct programmatic contracted services (i.e., permanent or temporary program support specialists, ES workers, case management, etc.), assigned to the particular contract, by the total of all Company direct salaries and wages (including all fringe benefits and related taxes) plus direct programmatic contracted services.

**Schedule of Fees**

**Attachment B-1**

2. If a special allocation rate is required by contract agreement, such allocation rate will be used.

## EXHIBIT C

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

Two forms of Exhibit C are provided, one of which will cover many of the kinds of contracts you're likely to prepare. In consultation with the Risk Management office (x2640), select the one that best fits your circumstance and delete the other. If neither is correct, delete both; Risk Management will supply you with a suitable alternative form.

#### 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.

#### INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance 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.

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

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of

damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

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

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

## EXHIBIT D

### YEAR 2000 DATE CHANGE COMPLIANCE WARRANTY FOR GOODS AND SERVICES

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

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

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

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



If contract is **not** for expenditure of funds by or through the County  
(eg, if it is a revenue contract or a no-fee agreement):

- 1) **DO NOT COMPLETE THIS FORM**; and
- 2) After concurrences on Board Letter write "Contract Summary Form N/A"

**Always leave Contract Number blank.** Shaded area will be completed by Auditor or Purchasing.

**Special Instructions: D2.** Show **both** the Bill-To and Ship-To codes you would normally use on a Purchasing Requisition (eg, "1234-00; 1234-01").

**K6.** Under **Seq#** assign a number to each amendment (1,2,3,etc), if any.

**V1.** Show both vendor numbers, if known, as CodeLetter/Dash/Number (eg, "A-654321; P-123456"). **V11&12.** If insurance is waived by Risk Management, type "Waived"; must be initialed and dated by Risk Manager. **V12.** Show applicable dates as CodeLetter/Dash/Date (eg, "G-12/31/95; P-12/31/99"). Contract Summary Form: Contract Number : \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

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

D1. Fiscal Year ..... : FY02-05  
 D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) :  
 D3. Requisition Number ..... :  
 D4. Department Name ..... : Social Services  
 D5. Contact Person ..... : Jack Williams  
 D6. Phone ..... : 805/346-8357

K1. Contract Type (check one):  Personal Service  Capital Project/Construction  
 K2. Brief Summary of Contract Description/Purpose ..... : Employment Support Services  
 K3. Original Contract Amount ..... : \$3,232,266.00  
 K4. Contract Begin Date ..... : 7/01/02  
 K5. Original Contract End Date ..... : 06/30/05, subject to a one year renewal option  
 K6. Amendment History (leave blank if no prior amendments):  
Seq#EffectiveDate ThisAmndtAmtCumAmndtToDateNewTotalAmtNewEndDate Purpose (2-4 words)  
 \$ \$ \$  
 K7. Department Project Number .....

B1. Is this a Board Contract? (Yes/No) ..... : Yes  
 B2. Number of Workers Displaced (if any) ..... : 0  
 B3. Number of Competitive Bids (if any) ..... : 1  
 B4. Lowest Bid Amount (if bid) ..... : \$  
 B5. If Board waived bids, show Agenda Date ..... :  
 B6. ... and Agenda Item Number ..... : #  
 B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) :

F1. Encumbrance Transaction Code ..... : 1701  
 F2. Current Year Encumbrance Amount ..... : \$1,029,944.00  
 F3. Fund Number ..... : 0055  
 F4. Department Number ..... : 044  
 F5. Division Number (if applicable) ..... :  
 F6. Account Number ..... :  
 F7. Cost Center number (if applicable) ..... :  
 F8. Payment Terms ..... : Net 30

V1. Vendor Numbers (A=uditor; P=urchasing) ..... :  
 V2. Payee/Contractor Name ..... : Concera Corporation  
 V3. Mailing Address ..... : 1220 SW Morrison, Ste. 700  
 V4. City State (two-letter) Zip (include +4 if known) ..... : Portland, OR 97205  
 V5. Telephone Number ..... : 503/273-4376  
 V6. Contractor's Federal Tax ID Number (EIN or SSN) ..... : 93-0942425  
 V7. Contact Person ..... : Colleen Cain, President  
 V8. Workers Comp Insurance Expiration Date ..... : 01/01/03  
 V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) : 01/01/03

V10. Professional License Number .....: #

V11. Verified by (*name of County staff*) .....: Maria Ratliff

V12. Company Type (*Check one*): [ ] Individual [ ] Sole Proprietorship [ ] Partnership [ X ] Corporation

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

Date : Authorized Signature.....:

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