

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and **The Youth Connection of Ventura County dba Casa Pacifica** having its principal place of business at **1722 South Lewis Road Camarillo, CA 93012** (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 at phone number (805) 346-7248 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. **Steven E. Elson, Ph.D. at phone number (805) 445-7801** 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, as follows:

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

To CONTRACTOR: **Steven E. Elson, Ph.D., Chief Executive Officer, 1722 South Lewis Road, Camarillo, CA 93012**

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 upon receiving approval of the Board Of Supervisors, and end performance upon completion, but no later than **June 30, 2009**, with a one year renewal option, unless otherwise directed by COUNTY or unless earlier terminated,

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 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 first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR'S profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

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

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

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

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

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

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR'S profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR'S regular business hours or upon reasonable notice. In accordance with Federal Government Accounting Standards, CONTRACTOR will only seek reimbursement from COUNTY for expenses that are allowable under the provisions of OMB Circular A-87. Additionally, CONTRACTOR is required to have an audit that complies with OMB Circular A-133. Within 60 days of the opinion date, CONTRACTOR will provide COUNTY with a copy of the single audit conducted in accordance with OMB Circular A-133.

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

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

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

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

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY'S convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon termination, CONTRACTOR shall 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. At the end of the notice period, CONTRACTOR shall promptly cease work.

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 affect 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. Additionally, the COUNTY has the option to terminate immediately without notice to the CONTRACTOR, in the event the CONTRACTOR is unable to claim Medi-Cal EPSDT Funding.

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 estoppels.

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

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

31. **NONAPPROPRIATION CLAUSE:** In the event that funds are not appropriated, budgeted, or otherwise made available in the consecutive years of this Agreement, then COUNTY shall immediately notify CONTRACTOR of such occurrence and the Agreement may be terminated by COUNTY. Subsequent to the termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **The Youth Connection of Ventura County dba Casa Pacifica** .

**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

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

CONTRACTOR:  
STEVE E. ELSON PhD, CEO  
The Youth Connection dba CASA PACIFICA

By: \_\_\_\_\_  
SocSec                      or                      TaxID                      Number:

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

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

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

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

APPROVED AS TO FORM:  
RAY AROMATORIO

By: \_\_\_\_\_  
Risk Program Administrator

## EXHIBIT A

### STATEMENT OF WORK

Casa Pacifica will provide services pursuant to the County of Santa Barbara Request for Proposal (RFP) and CONTRACTOR response to the RFP dated August 28, 2006. The applicable components of the RFP have been incorporated by reference into Exhibit A. In the event of conflict between the provisions contained in the RFP and the provisions contained in Exhibit A, the provision of Exhibit A shall prevail over those in the RFP.

#### **Summary of Activities/Program Highlights**

Senate Bill 163, Chapter 795, Statutes of 1997, provided for the establishment of a statewide project to keep eligible children in or return them to permanent family settings. The SB 163 Wraparound Program is a family-centered, strength-based, needs-driven planning process for creating individualized services and supports for children and their families.

Santa Barbara County has elected to use an implementation model that pairs a Parent Partner and a Family Facilitator as equal partners. These positions will be employed through Casa Pacifica and both positions will be seen as neutral across the three main public partners' agencies. Duties will include resource development, convening and engaging child & family teams including natural and system supports, scheduling and hosting SB 163 Wraparound Program planning meetings for individual children and families, facilitating and ongoing planning process and documenting, submitting and explaining plans of care to the SB 163 Wraparound Program Implementation Team (WIT) "Core Group"

Santa Barbara County's plan is to initially fill 9 client slots leading up to a full capacity of 25. A gradual phase-in is projected at two clients per month upon implementation, and increasing as the program develops over the first year. However, no minimum number of children or families can be guaranteed by the County for SB 163 Wraparound Program services.

#### **Target Population**

- The child must be a California Welfare and Institutions Code 300 dependent or 602 ward, or eligible for mental health services pursuant to Chapter 26.5 of the California Government Code, and/or Adoption Assistance Program (AAP) eligible; and
- A child who is currently, or would be placed in a group home licensed at a Rate Classification Level, (RCL) of 10 or higher; and
- A family member; legal guardian or potential provider has agreed to strength-based, family-centered, neighborhood-based planning and has the willingness and ability to utilize SB 163 Wraparound Program services.

#### **Program Management**

**Organizational Structure.** Casa Pacifica's corporate headquarters are located in Camarillo, California. Santa Barbara County's operations are headquartered in Santa Maria. Services will be overseen by the Director of Community-Based Services whose office site in Camarillo.

**Program Administration.** The Program Manager will be a master's level professional with a minimum of two year's experience delivering and overseeing in-home and in the community services will administer the Santa Barbara SB 163 Wraparound Program. All SB 163 Wraparound Program staff will report to the Program Manager. The Program Manager will report directly to the Assistant Director of Community-Based Services, Santa Barbara County.

In addition to team members the family selects, each family's SB 163 Wraparound Program team will include a Family Facilitator, a Parent Partner(s), and a Child/Family Specialist. Though each position on the team will represent a unique and equal perspective and provide unique services, team members will be interchangeable as the individual needs of the family dictate. The following are considered core positions for the SB 163 Wraparound Program. Staff in these positions will provide direct services, complete service documentation, and initiate billing. Each team member will participate in a 24-hour on-call system to ensure that the family's needs are met whenever the need occurs.

- ◆ *Program Manager (PM)*. The PM will be responsible for oversight of the day-to-day operation of the program, monitoring contract compliance, supervision of Family Facilitators, Parent Partners, Child/Family Specialists, and all support staff. The PM will ensure that trainings are provided and that the SB 163 Wraparound Program philosophy is maintained at all levels. The PM will serve as liaison to public and private agencies and with the SB 163 Wraparound Program network, will represent SB 163 Wraparound Program in local organizations, committees, and professional groups. The PM will oversee all outcome measures and prepare and submit required reports. The PM will be a master's level professional, and preferably have two years of experience post licensure.
- ◆ *Family Facilitator (FF)*. Family Facilitators (FF's) will coordinate and assist in the implementation of individualized service plans through creative problem solving and collaboration, provide direct services to families in order to maximize the involvement of all persons, serve as a neutral mediator between all team members and family resources, and ensure that communication between agencies and natural resources is upheld. FF's, in close partnership with Parent Partners, will convene Child and Family Team meetings for purposes of establishing and modifying the Family Care Plan. They will assure strengths based assessments, and promote family decision making and consensus building. It is assumed that FF's will average approximately eight or more hours per week billable to Medi-Cal EPSDT. FF's will carry a caseload of between 8-10 families and are master's level professionals.
- ◆ *Parent Partner (PP)*. The PP will assure that parents have voice, choice, and ownership. They work in equal partnership with all team members to promote family-centered practice strategies, provide support to parents particularly during the engagement phase and crises, work to promote parent/family-professional partnerships and family decision-making, participate in collaborative cross-system teaming, and promote use of natural community resources identified by the family. It is assumed that PP's will average approximately 7 -8 hours per week billable to Medi-Cal EPSDT. Parent Partners will be assigned to a caseload of 8-10 families each. Qualifications include personal experience with successfully navigating the mental health and residential "systems."
- ◆ *Child/Family Specialists (CFS)*. CFS's will participate in Child and Family Teams, provide direct services to children and families as identified in the Family Care Plan, especially when natural or existing resources are not available or until the resources become available (e.g., waitlist for service, service not yet identified, service cannot be funded through existing resources). CFS's will promote child and family/professional partnerships and family decision making. Child/Family Specialists are assigned a caseload of three to four families. CFS's will deliver approximately 15 hours a week of billable Medi-Cal EPSDT services. Hiring qualifications will typically include a bachelor's degree and at least 2 years experience in working with youth and families.
- ◆ *Resource Specialist*. The person in this position will be responsible to develop community resources to meet family goals. This means finding what the family needs – transportation, work, tutors, child care, housing, and so on, at low-cost, or no-cost.

**Use of Consultants.** "CDSS approved", National SB 163 Wraparound Program Consultant will provide training and consultation. Additionally, ongoing formal trainings and consultation will be



conducted (e.g., Life Space Crisis Intervention, Aggression Replacement Training, and the National SB 163 Wraparound Program Institute Conference).

**Grievance Issues.** A grievance procedure form will be reviewed and given to each family receiving Casa Pacifica services. If the grievance cannot be resolved directly by the Child Family Team, the grievance will be heard by the PM. If the family continues to be dissatisfied with the outcome, the family will be notified that they may take their grievance to the SB 163 (WIT) “Core Group” for resolution. All grievances and their results will be sent to the COUNTY in a monthly report.

**Contractual Issues.** Any contractual disputes or disagreements regarding performance measures will be addressed as they arise through discussion between agency supervisors and or addressing issues at the SB 163 WIT “Core Group”

### **General Contract Provisions**

#### **Casa Pacifica will:**

1. Cooperate with COUNTY and the SB 163 WIT “Core Group” to enroll up to **twenty-five** (25) children/families in SB 163 Wraparound Program services in Santa Barbara County based on the target population identified on the page 7(Exhibit A).
2. Facilitate the program planning process (individualized, family-centered, strength-based, and needs driven).
3. Provide intensive case management.
4. Coordinate with the COUNTY agency staff, the courts, community members, families and the schools.
5. Provide SB 163 Wraparound Program services to clients 24 hours per day, seven (7) days a week as needed for assigned participants.
6. Be flexible in provision of services in terms of location, time, planning, response, and funding.
7. Ensure community-based intervention (including delivery of highly coordinated and individualized, unconditional services addressing child and family needs) and achieving positive outcomes.
8. Secure services from a network of providers and completing appropriate service authorization and agreements.
9. Develop and facilitate all service activities in a manner consistent with the SB 163 Wraparound Program philosophy.
10. Adhere to a “no reject/no eject” policy. This is defined as Children are accepted regardless of behavioral characteristics or case histories (no reject) and receive unconditional care in that they are not unilaterally terminated due to resistance or case management problems (no eject).
11. Work in collaboration with major SB 163 Wraparound Program stakeholders including, the COUNTY Department of Social Services, Probation, and Alcohol, Drug and Mental Health.
12. Coordinate, select, and convene SB 163 Wraparound Program Teams.

13. Develop and utilize new and existing formal as well as natural supports and services available within the community to serve SB 163 Wraparound Program children and families, and to ensure SB 163 Wraparound Program funds are maximized and services are not duplicated.
14. Develop parent advocacy and support network(s); including, but not limited to, Parent Partners.
15. Employ and train adequate number of staff to achieve SB 163 Wraparound Program objectives, reflective of the cultural and linguistic (Spanish Speaking) needs of Santa Barbara County and will ensure that translation services are available to meet participant needs.
16. Agree to participate in all training provided by the California Department of Social Services and their agents to facilitate CONTRACTOR staff's knowledge of the SB 163 Wraparound Program Service Delivery Philosophy, and to provide ongoing training through its own resources as necessary and as determined in consultation with the SB 163 WIT "Core Group"
17. Provide outcome measures consistent with SB 163 requirements, and meeting the COUNTY'S outcome expectations.
18. Comply with the State Department of Mental Health to maintain Medi-Cal certification/eligibility and being able to provide the full range of services.
19. Ensure child/family teams, including all professional and non-professional, will have a voice in all aspects of the SB 163 Wraparound Program process.
20. Coordinate with various county agencies, staff, the courts, community members, families and schools.
21. Submit all fiscal reports required by the COUNTY Department of Social Services by the 15<sup>th</sup> of the following month on a quarterly basis.
22. Blend and/or pool state, federal, and county funds at the programmatic level to maximize services when feasible.

**Department of Social Services will:**

1. Participate as a core member of the SB 163 WIT "Core Group."
2. Act as lead fiscal agent.
3. Act as administrator for all contractual functions related to non-Medi-Cal billing.
4. Assign a case manager for each child placed by their department in a SB 163 slot who will provide:
  - a. Work collaboratively as part of the Individualized SB 163 Wraparound Program Team.
  - b. Ensure that SB 163 Wraparound Program planning is inline with the court approved case plan.
  - c. Monitor child and family compliance with court orders.

**Alcohol, Drug and Mental Health Services will:**

1. Participate as a Core Member of the SB 163 WIT "Core Group."
2. Monitor/process/authorize all Medi-Cal billing.
3. Chair SB 163 WIT"Extended Group."

4. Act as administrator for all contractual functions related to Medi-Cal billing.
5. Assign a case manager for each child placed by their department in a SB 163 slot who will provide:
  - a. Work collaboratively as part of the Individualized SB 163 Wraparound Program Team.
  - b. Ensure that SB 163 Wraparound Program planning is inline with the court approved case plan.
  - c. Monitor child and family compliance with court orders.

**The Probation Department will:**

1. Participate as a Core and Extended Member of the SB 163 WIT “Core Group.”
2. Assign a case manager for each child placed by their department in a SB 163 slot who will provide:
  - a. Work collaboratively as part of the Individualized SB 163 Wraparound Program Team.
  - b. Ensure that SB 163 Wraparound Program planning is inline with the court approved case plan.
  - c. Monitor child and family compliance with court orders.

**Financial Reporting and Tracking Requirements:**

1. CONTRACTOR shall ensure the Facilitation Team in conjunction with the entire Individual SB 163 Wraparound Program Team develop a budget, “Family Budget”, for the participant and participant’s family based on all anticipated needs and or costs. All needs or costs should be expressly tied to the items in the participant’s plan of care (See Exhibit A-1).
2. It will be required that the initial “Family Budget” be completed and submitted to the SB 163 WIT “Core Group” the latter of 10 days from the completion of the plan of care or by the next fiscal SB 163 WIT “Core Group” meeting. It must cover 3 months of services, along with a conceptual budget for the following three months (6 months total). It is required that the 3 month budget be allocated to the appropriate calendar quarter in which the budgeted expenditures will be incurred and billed. A new “Family Budget” containing the above information, is required to be completed, submitted and approved by the SB 163 WIT “Core Group” every three months thereafter.
3. All new budgets must be approved prior to the effective date of the budget. **Available funding from one budget does not roll forward to the new “Family Budget”.**
4. All “Family Budgets” and any requested revisions will require approval from the SB 163 WIT “Core Group.” The SB 163 WIT “Core Group” will meet monthly to discuss all financial aspects of the SB 163 Wraparound Program including the approval or disapprovals of requested “Family Budgets”.
5. All budgets must be approved by the SB 163 WIT “Core Group” before the contractor has the authorization to expend any funds to be reimbursed by **SB 163 funds**, except for emergency purchases defined as:
  - A) *Unusual and unforeseen non-medical expenses that are less than \$5,000 that are critical to the success of the case plan, needed immediately, and not part of the currently approved “Family Budget”;***

***B) Costs, up to \$5,000, that need to be incurred after the initial budget is developed and submitted, but prior to the next SB 163 WIT “Core Group” financial meeting.***

6. Prior to expending any funds under either of the two above exceptions, CONTRACTOR shall obtain authorization from the COUNTY designee. CONTRACTOR is responsible to submit, within 48 hours, documentation outlining requested emergency purchases, name of participant, case number, if applicable, and proof of appropriate authorization. CONTRACTOR can submit this information either electronically or via fax.
7. CONTRACTOR will be required to attend the monthly SB 163 WIT “Core Group” financial meetings to justify, request and obtain approval for all “Family Budgets” and any adjustments made to them. This includes final approval of all previously authorized emergency purchases.
8. CONTRACTOR will be required to reimburse all providers of services rendered under this program timely.
9. CONTRACTOR is required to track and submit to the COUNTY by the 15th of the month, following the end of the quarter, all individual participant expenditures against the appropriate approved “Family Budget” by participant and for the calendar quarter the expenditure was budgeted and approved for. CONTRACTOR is required to reconcile all invoiced, non Medi-Cal funded, direct service costs to approved individual “Family Budgets”.
10. CONTRACTOR will be required to submit backup documentation either 1) copies of receipts, timesheets, allocation of overhead documentation or 2) formal accounting registers that clearly document who, what and how much, all amounts by line item, invoiced to the COUNTY or 3) other documentation as approved by the Santa Barbara County Department of Social Services Chief Financial Officer. CONTRACTOR must always have available for review by COUNTY all original backup documentation that supports all costs being submitted for payment for review by COUNTY.
11. 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.

**Reporting Requirements**

CONTRACTOR shall comply with reporting requirements and submittal of the standard reports as described below:

- A quarterly project activity report that details statistics as required by the Evaluation Charts including but not limited to: the number of clients served and the total service hours billed.
- Caseload information, supervision and provider staff information, employee evaluation information, training information.

## Performance Objectives

### Process Evaluation:

The WIT/Community Team will conduct client/partner satisfaction surveys focusing on client satisfaction, accountability and compliance with service program objectives. This feedback will be used in making any required adjustments or modification to the process and to ensure continuous quality improvement. Casa Pacifica will also be required to report information consistent with the quality management indicators at regular intervals.

### Outcome Evaluation:

- 1) Family Functioning – Measurement tool consistent with Children’s System of Care standards and requirements.
- 2) Prevention of placements in more restrictive environments – The Child Living Environment Profile (CLEP) measures the current living environment of the youth. Data is gathered annually.
- 3) Improvement of emotional and behavioral adjustments – The Child and Adolescent Functioning Assessment Scale (CAFAS) rates the extent to which mental health issues influence functioning through measurement of role performance at home, school, in the community, behavior toward others, moods/emotions, self-harmful behaviors, substance abuse and thinking. This information is gathered annually.

#### 4) Performance Measures:

Outcome/Indicator	Plan
<b>Safety:</b> Substantiated allegations of abuse and/or neglect while receiving SB 163 Wraparound Program services.	90% of children receiving SB 163 Wraparound Program Services will not have any new, substantiated allegations of child abuse/neglect within six months after graduating from the program.
<b>Permanency:</b> Graduations from the SB 163 Wraparound Program (consistent with the child/ family services plan of care) and placement retention.	90% of children will maintain community placement (parent, guardian, relative) at 3 month follow-up point.
<b>Well-being:</b> Children will improve their overall level of health and well-being.	90% will have improved in emotional and behavioral adjustments by graduation date, or six months into the program, whichever comes first, as measured by CAFAS. (Cumulative score)
<b>Service Delivery Goals:</b>	80% of children served are successfully closed within 12-18 months.  95% of care plans and “family budgets” will be completed within 60 days of child entering the SB 163 Wraparound Program.  75% of children not disenrolled by the County will be maintained in the SB 163 Wraparound Program for a minimum of three (3) months.  90% of children and families state overall satisfaction with SB 163 Wraparound Program services at the time of closure/graduation.



## EXHIBIT B

### PAYMENT ARRANGEMENTS Periodic Compensation (with attached Schedule of Fees)

A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid, including cost reimbursements; for non Medi-Cal funded costs, an amount of up to \$99,843 for services to be provided to nine families, and gradually increasing in cost over the term of the contract with written approval by the COUNTY DESIGNATED REPRESENTATIVE, to an amount of up to \$425,833 per annum when full capacity of 25 families are being served. For the term of this Agreement, the total contract amount shall not exceed a maximum \$951,509.

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. Actual costs may fluctuate, and specific line items in EXHIBIT B1 and B2 may adjusted up to 15% without written approval by the COUNTY DESIGNATED REPRESENTATIVE as long as the Total Budget amounts in Exhibit B1 and B2, are not exceeded. Invoices must be submitted in County required format and contain sufficient detail to enable an audit of the charges along with adequate documentation as approved by the Department of Social Service's CFO. Exhibit B1 will be updated throughout contract term as children are added to the program, thus adding to the reimbursable expenditures up to the maximum, not to exceed amounts stated in Section A, above.

C. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of Section B above, shall initiate payment processing. Invoices, submitted according to Exhibit B and for satisfactory work, will be reduced by the amount of Medi-Cal funding earned for services submitted through the Department of Alcohol, Drug and Mental Health Services' (ADMHS) Medi-Cal billing system. This adjusted amount will be paid by the Department of Social Services within 45 days of presentation.

D. **Quarterly**, CONTRACTOR must reconcile billed amounts to approved "Family Budgets" prior to payment of the final quarterly invoice.

E. COUNTY will advance CONTRACTOR a maximum of \$5,000 for direct client services at the commencement of this contract, which will be repaid to the COUNTY, via a reduction in the amount of non Medi-Cal funded services submitted on the last contract invoice.

F. 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.

G. COUNTY and CONTRACTOR agree to assess implementing incentive payments over and above the actual cost incurred in providing Wraparound services to eligible youth. Such assessment of incentive payments will take place at the end of the initial nine months of providing Wraparound services.

**EXHIBIT B-1**

**Youth Connection of Ventura County dba Casa Pacifica  
Startup SB 163 SB 163 Wraparound Program Funded Budget for 9 Families**

	<b><u>SB 163 Funded</u></b>
<b>Direct Program costs</b>	
Payroll/Benefits	
Facilitation Team	
Salary	\$35,189
Benefits	7,909
Direct Supervision	
Salary	7,583
Benefits	1,744
Direct Travel Costs	1,488
Other Direct Program Costs	<u>4,603</u>
<b>Total Direct Program Costs</b>	<b>58,516</b>
<b>Indirect and Administration Costs</b>	
Payroll/Benefits	
Supervision	
Salary	
Benefits	
Administrative Staff	
Salary	1633
Benefits	408
Service and Supplies	4,498
Operating Expenditures	14,973
Other Costs	<u>12,415</u>
<b>Total Indirect and Administration Costs</b>	<b>33,927</b>
<b>Direct Participant Expenditures</b>	<b>7,400</b>
<b>Total Budget</b>	<b><u><u>\$99,843</u></u></b>



EXHIBIT B-2

Youth Connection of Ventura County dba Casa Pacifica  
Annual SB 163 SB 163 Wraparound Program Funded Budget for 25 Families

	<b>SB 163 Funded</b>
<b>Direct Program costs</b>	
Payroll/Benefits	
Facilitation Team	
Salary	\$190,400
Benefits	43,792
Direct Supervision	
Salary	22,750
Benefits	5,233
Direct Travel Costs	8,050
Other Direct Program Costs	<u>21,500</u>
<b>Total Direct Program Costs</b>	291,725
<b>Indirect and Administration Costs</b>	
Payroll/Benefits	
Supervision	
Salary	
Benefits	
Administrative Staff	
Salary	9800
Benefits	2254
Service and Supplies	13,997
Operating Expenditures	37,877
Other Costs	<u>43,960</u>
<b>Total Indirect and Administration Costs</b>	107,888
<b>Direct Participant Expenditures</b>	26,220
<b>Total Budget</b>	<u><u>\$425,833</u></u>

## 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 coverage 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 a 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 if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."*

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 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.

**THIS AGREEMENT DOES NOT INCLUDE EXHIBIT D**

## EXHIBIT E

### HIPAA Business Associate Agreement

#### 1. Use and Disclosure of Protected Health Information

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

#### 2. Further Disclosure of PHI

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

#### 3. Safeguarding PHI

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

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

#### 4. Unauthorized Use or Disclosure of PHI

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

#### 5. Agents and Subcontractors of the Business Associate

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

E\_\_\_\_\_

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

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

## **6. Access to PHI**

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

## **7. Amendments to Designated Record Sets**

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

## **8. Documentation of Uses and Disclosures**

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

## **9. Accounting of Disclosure**

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

## **10. Records Available to Covered Entity and Secretary**

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

## **11. Destruction of PHI**

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

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

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

**12. Amendments**

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

**13. Mitigation of Disallowed Uses and Disclosures**

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

**14. Termination of Agreement**

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

**15. Definitions**

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

**16. Interpretation**

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



**Contract Summary Form: Contract Number:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

D1. Fiscal Year : FY 06-09  
 D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 044  
 D3. Requisition Number : n/a  
 D4. Department Name : Social Services  
 D5. Contact Person : Judy Doughty  
 D6. Phone : 346-7302

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K1. Contract Type (check one):  Personal Service  Capital Project/Construction  
 K2. Brief Summary of Contract Description/Purpose :Childrens SB163 Wraparound Program Services )  
 (Senate Bill 163  
 K3. Original Contract Amount : \$951,509  
 K4. Contract Begin Date : 3/20/07  
 K5. Original Contract End Date : 6/30/09  
 K6. Amendment History (leave blank if no prior amendments):  

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndtAmt</u>	<u>CumAmndtToDate</u>	<u>NewTotalAmt</u>	<u>NewEndDate</u>	<u>Purpose(2-4 Words)</u>
\$	\$	\$				
K7.	Department Project Number					: n/a
B1.	Is this a Board Contract? (Yes/No)					: Yes
B2.	Number of Workers Displaced (if any)					: None
B3.	Number of Competitive Bids (if any)					: Two
B4.	Lowest Bid Amount (if bid)					: n/a
B5.	If Board waived bids, show Agenda Date					:
B6.	... and Agenda Item Number					: #
B7.	Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶)					: #5 and #12

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F1. Encumbrance Transaction Code : 1701  
 F2. Current Year Encumbrance Amount : \$0  
 F3. Fund Number : 0001  
 F4. Department Number : 044  
 F5. Division Number (if applicable) : 09  
 F6. Account Number : 7659  
 F7. Cost Center number (if applicable) : 10  
 F8. Payment Terms : Net 30

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V1. Vendor Numbers (A=uditor; P=urchasing) :  
 V2. Payee/Contractor Name : The Youth Connection of Ventura dba  
 Casa Pacifica  
 V3. Mailing Address : 1722 South Lewis Road  
 V4. City State (two-letter) Zip (include +4 if known) : Camarillo, CA 93012  
 V5. Telephone Number : 805-987-7232  
 V6. Contractor's Federal Tax ID Number (EIN or SSN) : 77-0195022  
 V7. Contact Person : Steven E. Elson, Ph.D.  
 V8. Workers Comp Insurance Expiration Date : 01/01/08  
 V9. Liability Insurance Expiration Date[s] (G=ent; P=rofl) : 11/01/07  
 V10. Professional License Number : #  
 V11. Verified by (name of County staff) : Judy Doughty  
 V12. Company Type (Check one):  Individual  Sole Proprietorship  Partnership  Corporation

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

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_