

**Attachment A:
Community Action
Commission
Agreement**

Board Contract Summary

BC _____

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: *Auditor-Controller Intranet Policies->Contracts.*

D1.	Fiscal Year	2017-2018
D2.	Department Name	Probation
D3.	Contact Person	Brian Swanson
D4.	Telephone	(805) 739-8606

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	Provide mentoring and case management services to youthful offenders as referred by the County.
K3.	Department Project Number	
K4.	Original Contract Amount	\$ 196,003
K5.	Contract Begin Date	7/1/2017
K6.	Original Contract End Date	6/30/2018
K7.	Amendment? (Yes or No)	No
K8.	- New Contract End Date	
K9.	- Total Number of Amendments	
K10.	- This Amendment Amount	\$
K11.	- Total Previous Amendment Amounts	\$
K12.	- Revised Total Contract Amount	\$


B1.	Intended Board Agenda Date	
B2.	Number of Workers Displaced (if any)	
B3.	Number of Competitive Bids (if any)	
B4.	Lowest Bid Amount (if bid)	
B5.	If Board waived bids, show Agenda Date	
	and Agenda Item Number	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph)	

F1.	Fund Number	0001
F2.	Department Number	022
F3.	Line Item Account Number	7460
F4.	Project Number (if applicable)	
F5.	Program Number (if applicable)	3099
F6.	Org Unit Number (if applicable)	3300
F7.	Payment Terms	Net 30

V1.	Auditor-Controller Vendor Number	
V2.	Payee/Contractor Name	Community Action Commission of Santa
V3.	Mailing Address	5638 Holliste Ave, Suite 230
V4.	City State (two-letter) Zip (include +4 if known)	Goleta, CA 93117
V5.	Telephone Number	(805) 964-8857
V6.	Vendor Contact Person	Tracy Lang-Wood
V7.	Workers Comp Insurance Expiration Date	9/1/2017
V8.	Liability Insurance Expiration Date	GL 5/24/2017; PL 5/24/2017
V9.	Professional License Number	
V10.	Verified by (print name of county staff)	

V11 Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

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

Date: 5-23-17 Authorized Signature: 

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

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

1. DESIGNATED REPRESENTATIVE

Brian Swanson at phone number (805) 739-8606 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Tracy Lang-Wood at phone number (805) 964-8857 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Santa Barbara County Probation
 2121 S. Centerpointe Pkwy
 Santa Maria, CA 93454
 Attention: Brian Swanson

To CONTRACTOR: Community Action Commission of Santa Barbara County
 5638 Hollister Ave, Suite 230
 Goleta, CA 93117
 Attention: Tracy Lang-Wood

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

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, 2017 and end performance upon completion, but no later than June 30, 2018 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

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

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. 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. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

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. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. 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.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, 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. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, 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 of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. 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 principles. 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 addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. 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.

17. 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.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. 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, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing

unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **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 or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- 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.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services 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.

20. 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.

21. 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.

22. 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.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. 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.

25. 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.

26. 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.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its 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.

28. CALIFORNIA LAW AND JURISDICTION

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.

29. 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.

30. AUTHORITY

All signatories and 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.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. 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 Community Action Commission of Santa Barbara County.

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

Joan Hartmann
Board of Supervisors

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Beverly A. Taylor, Acting Chief
Santa Barbara County Probation

CONTRACTOR:

Community Action Commission of Santa
Barbara County

By: Beverly A. Taylor
Department Head

By: Fran Forman
Authorized Representative

Name: Fran Forman

Title: Executive Director

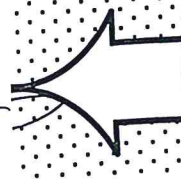
APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: [Signature]
Deputy County Counsel

By: Betsy M. Schall
Deputy 

APPROVED AS TO FORM:

Risk Management

By: [Signature]
Risk Management

Exhibit A

STATEMENT OF WORK

I. Youthful Offender Block Grant (YOBG) Mentoring and Case Management Services

A. CONTRACTOR shall provide the following services for youthful offenders supervised by COUNTY from the Probation Department's Santa Barbara, Santa Maria and Lompoc offices.

1. Service Component:

a. CONTRACTOR shall provide two and three quarters (2.75) Case Managers/Educators for a total of 110 service hours per week. These Case Managers/Educators shall provide mentoring and case management services to youthful offenders referred to them by COUNTY.

2. Description of Component:

- a. CONTRACTOR shall provide mentoring, informal counseling, skill development, and case management services (including academic, vocational, recreational, and employment assistance) for specified high-risk youthful offenders referred and supervised by COUNTY, and associated support to those youths' parents and families. Assess needs of youths across various domains and provide education, intervention, direction, and referrals as appropriate to address issues that act as barriers to achieving and maintaining pro-social lifestyles.
- b. CONTRACTOR shall provide rehabilitation (skills development) and support services to a caseload of up to eighteen (18) youthful offenders per one (1) FTE and up to fourteen (14) youthful offenders per .75 FTE, in accordance with their case plan. Services will include individual and family meetings, participation in Wraparound meetings, alcohol/drug treatment groups, restorative justice family group conferencing and Joven Noble groups for YOBG or other Probation youth if space is available.
- c. CONTRACTOR shall maintain regular contact with youths and their families. Contact shall be face-to-face on at least three (3) separate occasions per month.
- d. CONTRACTOR shall provide case management services which would include development of and linkage to community resources such as education, treatment providers, work programs, employers, housing, social and recreational programs, as well as assisting youths and families in development of natural support systems.
- e. CONTRACTOR shall perform administrative tasks including, but not limited to, the documentation of services performed, preparation of requested reports, provide statistical information, and shall submit that information as requested to COUNTY, with the monthly invoice.
- f. CONTRACTOR shall meet with the youth and family members within five (5) business days of receipt of referral to assess their needs and develop a case plan. The plan shall include measurable and attainable short and long-term goals. If after ten (10) business days, CONTRACTOR has been unsuccessful in contacting the referred youth, the assigned Deputy Probation Officer (DPO) is to be notified.

- g. Youths shall demonstrate improved efforts toward developing and maintaining positive relationships with parents, family members, and extended family members within sixty (60) days of beginning services. CONTRACTOR shall assist by providing youths and families with opportunities that promote positive relationships, and shall demonstrate positive communication techniques with the youth. The degree to which youths and their families are achieving this goal shall be measured by interviews and questionnaires with youths and their parents, family members, and other important persons at sixty (60) days, one-hundred and twenty (120) days, and upon program exit. The interviews and questionnaires shall be documented and provided to COUNTY on a quarterly basis.
- h. CONTRACTOR shall determine a youth's eligibility and suitability for employment within thirty (30) days of receipt of referral. CONTRACTOR shall assist employment-ready youth with identifying appropriate job opportunities, completing job applications, and progressing through the hiring process. CONTRACTOR shall assist youth who are not employment-ready with developing the skills necessary to obtain employment and receiving the training and education that may be necessary in order to obtain employment. This may include direct guidance and supervision as well as referrals to other community-based organizations and programs that may assist in improving a youth's employability. These may include vocation and academic programs that are short or long-term in nature.
- i. At the time the initial case plan is developed, CONTRACTOR shall have a referred youth complete an initial questionnaire that shall assess the youth's current status in various areas and his or her attitudes about those areas. After one-hundred and twenty (120) days and at program exit, CONTRACTOR shall have a youth complete a questionnaire that makes the same assessments as the initial one. The assessments shall be provided to the DPO supervising the probation case.
- j. CONTRACTOR shall notify COUNTY prior to making any staffing changes.
- k. CONTRACTOR shall adhere to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, develop and maintain comprehensive patient confidentiality policies and procedures, and demonstrate reasonable effort to secure written and/or electronic client information.

3. Performance Measures:

Data correlating to these performance measures will be provided to the COUNTY on a quarterly basis beginning October 1, 2017.

- a. Ninety percent (90%) of youths and families will have at least three (3) in-person contacts each month with Contractor.
- b. Ninety percent (90%) of youths and families will meet with Contractor to design a case plan within five (5) business days of referral. The case plan will address educational, vocational, employment, and recreational needs.
- c. Seventy-five (75%) percent of youths exiting the program will have demonstrated notable improvement based upon pre and post surveys.

- d. Eighty-five percent (85%) of all youths referred shall be assessed using an evidence based eligibility and suitability tool for employment within thirty (30) days of receipt of referral. The assessment includes the development of an employment plan.
 - e. Eighty-five percent (85%) of youths who are job ready will be assisted by CONTRACTOR in locating appropriate job opportunities, completing job applications and assisting them through the hiring process.
 - f. Eighty-five percent (85%) of youths who are not employment ready will receive training and education to prepare them for future employment opportunities.
4. Budgeted Service Level:
- a. Two and three quarter (2.75) FTE Case Manager/ Educator providing services to each geographic area of the County with caseloads of up to 18 youthful offenders per 1 FTE and up to 14 juvenile offenders per .75 FTE each. Based on the individual case plan services are to be provided equally to each youth and each youth's case, averaging approximately two hours per week.
5. Location of Service:
- a. Santa Barbara, Santa Maria, and Lompoc office areas, including youths' homes and schools, community sites, offices and facilities of the Community Action Commission, and detention facilities and offices maintained by the Probation Department.
 - b. Services are to be provided principally in a community-based setting. As such, referrals for detained youths shall be coordinated with the supervising DPO to insure youths who are not detained are given primary consideration.
6. Hours of Operation:
- a. Hours of operation shall generally follow a normal business week (Monday through Friday, 8:00 a.m. to 5:00 p.m.) but because of the nature of the service, may vary and shall include periodic weekend and evening work depending on activities performed or the needs of youths, their families, or COUNTY.
7. Qualifications of Position:
- a. Case Manager/Educators shall meet the minimum qualifications established by the Community Action Commission (CAC) for its Case Manager/Educator classification, Levels I through III.
 - b. In addition to the CONTRACTOR'S minimum qualifications, Case Manager/Educators shall meet one of the two experience and education requirements as follows:
 - 1. For Levels II and III, a Bachelor of Arts or Science Degree and one year of related experience working with youthful offenders and/or at-risk youth.
 - 2. For Level I, an Associate of Arts Degree and two years of related experience working with youthful offenders and/or at-risk youth.
 - c. Case Managers/Educators shall also possess the capability to work with social services and juvenile justice agencies, have knowledge of the special needs of low-income persons, families, and at-risk

youth. Case Managers/Educators shall have experience working with an ethnically and culturally diverse population and youth involved in the juvenile justice system, be familiar with wraparound and restorative justice concepts, evidence based practices, substance abuse issues, causes, and treatment, be able to access community resources for educational, vocational, employment, recreational, and health services for program participants, be able to train in and work with program materials, and have excellent oral and written communication skills.

- d. COUNTY prefers that Case Managers/Educators read, write, and speak Spanish fluently.
- e. Case Managers/Educators are to possess a valid California Driver's License.

8. Client Referral, Attendance and Performance Measure Monitoring:

- a. Utilize YOBG funds (see Exhibit B-1 for detailed Budget) to serve high-risk youthful offenders referred by COUNTY. CONTRACTOR shall only serve clients targeted by YOBG and referred by COUNTY.
- b. If CONTRACTOR determines referred youth is not appropriate for the services provided under this agreement, CONTRACTOR shall notify the COUNTY through the referring DPO, or the referring DPO's immediate supervisor, within three (3) business days. Youths may be dropped or disqualified from services by CONTRACTOR with written approval from aforementioned COUNTY representatives.
- c. CONTRACTOR shall utilize and maintain contact sheets to document their activities with youths. These shall be made available to COUNTY within three (3) business days of request. These sheets shall indicate the name of the Case Manager/Educator, the youth, and the date and duration and nature of each contact between the two.
- d. CONTRACTOR shall on a quarterly basis, beginning on October 1, 2017, provide COUNTY with performance measure outcomes related to 3. a.-d. above.
- e. CONTRACTOR will use evidence based surveys and questionnaires tools in measuring outcomes of program. CONTRACTOR shall submit timecards with each monthly invoice submitted to COUNTY (see EXHIBIT B for detailed invoicing requirements) for persons coding time to this program. CONTRACTOR shall submit mileage sheets with each monthly invoice that indicate the date of travel, distances traveled (in terms of miles), start and end locations, and purpose of travel. CONTRACTOR shall maintain any and all other necessary documentation to support invoices made under this program.
- f. CONTRACTOR shall insure that only male Case Managers/Educators work with male youths, and only female Case Managers/Educators work with female youths. CONTRACTOR is to immediately consult with COUNTY whenever it is unable to meet this provision.

II. Other Requirements for Service Delivery Staff

A. Criminal Records Check:

1. Ensure that all existing staff and prospective staff and volunteers performing services as part of, related to, or in connection with this Agreement whose duties **do** not require his/her presence at the herein referenced locations shall have a criminal record check and pay for any and all associated costs. The criminal record check shall be through one of the local law enforcement agencies and consist of a local law enforcement record check, a California Department of Motor Vehicle check, and a Live Scan submitted to the California Department of Justice (CDOJ). CONTRACTOR shall complete and submit the Staff Records Check form (attached hereto as ATTACHMENT A-1) as appropriate for existing and prospective staff or volunteers.

For existing staff and prospective staff and volunteers performing services as part of, related to, or in connection with this Agreement whose duties require his/her physical presence at the herein referenced locations, COUNTY will conduct a criminal records check.

2. Prospective CONTRACTOR staff or volunteer may commence services only after the results of the live scan have been received by the CONTRACTOR and the person is deemed suitable for work by COUNTY, with the CONTRACTOR.
3. Failure by CONTRACTOR to comply with the criminal records check requirements may result in withholding of invoice payments until compliant.

B. Staff Professional Standards:

1. CONTRACTOR warrants that all employees and volunteers under this agreement have background, training, work experience, licenses, and supervision necessary for the performance of services in a manner of, and according to the standards observed by, a practitioner of the same profession and in keeping with all Federal, State and County Laws. CONTRACTOR shall provide a list of current employees and copies of permits, licenses, certifications or other documents certifying staff training and qualifications upon demand from COUNTY.

C. Drugs and Alcohol:

1. CONTRACTOR shall not allow the use or possession of drugs, including alcohol, in the workplace or facility.

D. Incident Reporting:

1. CONTRACTOR shall report the following incidents to COUNTY within 24 hours (excluding holidays and weekends) of occurrence:
 - a. Physical confrontation between staff and client, between clients, clients and non-staff, between staff and non-staff, and any threats of violence, including self-inflicted violence.
 - b. Any law violation.
 - c. Possession of any illegal drugs, paraphernalia, weapons or other contraband.
 - d. Failure or refusal to participate in or receive services.

- e. Participant discharge or disqualification, exclusion, or termination from receiving services and reasons for said discharge or disqualification.

E. Confidentiality:

1. CONTRACTOR agrees to maintain the confidentiality of client records and/or client information pursuant to: Title 42 United States Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Sections 14100.2, 5328, and 827; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Penal Code (PC) Sections 11140, 11142 and 13330. Client records and/or information must comply with all appropriate State and Federal requirements. CONTRACTOR shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of these services or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

F. Status Reports:

1. On request of COUNTY, provide written status reports on forms provided by COUNTY and delivered to such places and times as directed by COUNTY.

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 a total contract amount, including cost reimbursements, not to exceed **\$196,003**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (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. 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 DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

E. CONTRACTOR MONTHLY INVOICING REQUIREMENTS

1. Invoice Format:

Monthly invoices shall be in a COUNTY pre-approved format. The invoice shall list costs by staff position (including total hours by position) and operating expense and equipment costs consistent with the line items on the attached ATTACHMENT B-1. All costs claimed by CONTRACTOR for reimbursement by COUNTY shall be identified in the specific format required by the COUNTY.

2. Invoice Linkage to ATTACHMENT B-1 Budget Positions:

Any invoiced cost for staff positions or equipment costs not listed in ATTACHMENT B-1 of this agreement shall not be reimbursed by the COUNTY unless approved in advance by the COUNTY.

3. Invoice Timely Submission:

CONTRACTOR shall submit monthly invoices by the tenth of each subsequent month to the COUNTY DESIGNATED REPRESENTATIVE (i.e. representative listed in paragraph 2, Notices, of the main body of this agreement).

4. Invoice Signature:

Invoices shall be signed and dated by an authorized CONTRACTOR designated representative, as well as, identifying the name and title of the accounting staff person preparing the invoice.

5. Copies of Payroll Ledgers:

A copy of all payroll ledgers for the invoice service period for each staff person directly claimed on the invoice shall be attached to the invoice. CONTRACTOR shall be notified if any invoice is missing copies of required payroll ledger. **IMPORTANT: Monthly invoices shall not be considered valid until copies of all required timecards are received by the COUNTY.**

6. Administrative/Overhead Costs:

Allocated Administrative/Overhead shall not be reimbursable and shall not be claimed unless such costs are identified and budgeted in ATTACHMENT B-1 of this agreement.

7. Administrative/Overhead Documentation:

Annually, COUNTY may require the CONTRACTOR to submit written documentation to support the calculation of the set percentage and basis used to allocate administrative/overhead costs for the fiscal year in question, as well as, identifying all administrative/overhead costs by line item and by staff position for salaries.

8. Board of Directors List:

To the first monthly invoice submitted under this agreement, the CONTRACTOR shall attach a list of the CONTRACTOR'S Board of Directors including addresses, phone numbers and titles of officers who are members of the Board. **IMPORTANT: No invoice shall be considered valid until a copy of this list of the Board of Directors is received by the COUNTY.**

F. OTHER FINANCIAL REQUIREMENTS:

1. CPA Prepared Financial Audit Report:

CONTRACTOR shall provide a copy of the most recent CONTRACTOR financial audit report and related management letter (prepared by a Certified Public Accountant) to the County along with the first monthly invoice under this agreement and annually thereafter with the same calendar month invoice if this agreement covers multiple years. The submission of the aforementioned audit report and management letter shall be a condition precedent for payment for each year covered by this agreement.

2. Delivery of Service Commitment:

CONTRACTOR is expected to deliver the level of services (by fiscal year) as specified on the attached ATTACHMENT B-1. CONTRACTOR understands and acknowledges that the failure to timely expend funds for any given fiscal year of this agreement may jeopardize the ability to meet performance measures are legal requirements and may raise questions about the need for services and viability providing funds for these services.

3. Fiscal Records:

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the CONTRACTOR'S performance of the Agreement in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from support documentation to the accounting record to the financial reports and

billings. These records shall be maintained for a minimum of four (4) years or as otherwise required by law after the date of completion of the project and shall be subject to examination and audit by authorized State or COUNTY representatives at any time during CONTRACTOR's regular business hours upon reasonable notice.

4. Inspection of Records:

Make books, records, documents and other evidence available to the COUNTY, or its designated representative, during the term of the Agreement or final audit, and for four (4) years after the termination of this Agreement or as otherwise required by law, whichever is later, and provide suitable facilities for access, monitoring, inspection, and copying thereof.

5. Access to Staff and Facilities:

Permit the COUNTY, or its designated representative, to have access to CONTRACTOR'S staff and facilities wherever CONTRACTOR has been or is performing this Agreement and shall provide proper facilities for access, monitoring and inspection.

ATTACHMENT B1

Schedule of Fees
Budget Period 7/1/17 to 6/30/18

Salaries and Benefits:

Positions:	FTE	
Case Manager 1	1.00	36,746
Case Manager 2	1.00	42,538
Case Manager 3	0.75	28,864
Program Director	0.01	924
Program Manager	0.15	8,534
Office Assistant	0.02	651
Fringe @ 36.50%		43,164
	Total Salaries and Benefits	<u>161,421</u>

Operating Expenses:

Local Mileage	8,000	
Rent/Utilities/Main. (12 months @ \$475/ month)	5,700	
Equipment Rental	300	
Telephone (3 cell phones @ \$115/month plus % land line)	1,500	
Office Supplies	400	
Equipment	1,000	
Program Supplies/Activities	400	
Printing	100	
Training and TA	500	
Recruitment Cost	300	
Liability Insurance	240	
	<u>Total Operating Cost</u>	<u>18,440</u>

	Total Direct Cost	179,861
	Indirect Cost @ 10% of Salaries & Benefits	16,142
	Total Program Cost	<u><u>196,003</u></u>

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR’s insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR’s insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

Contract Risk Assessment Worksheet

Contractor Name: Community Action Commission
 Board Contract No.:
 Contracted Service: To provide mentoring and case management services to youthful offenders.
 Department: Probation
 Grant/Contract Manager: Brian Swanson

Vendor Number: 188062
 Contract Start Date: 7/1/2017
 Contract End Date: 6/30/2018

Date:

Risk Factors	Weight	Low (1)	Medium (3)	High (5)	Comments
1. Contract Size	2	<input checked="" type="radio"/> Small (less than \$100k)	<input checked="" type="radio"/> Medium (\$100K - \$500K)	<input type="radio"/> Large (over \$500K)	
2. Performance Period	1	<input checked="" type="radio"/> Less than 2 years	<input type="radio"/> 2 - 5 Years	<input type="radio"/> More than 5 years	
3. Contract Type	2	<input checked="" type="radio"/> Performance Based	<input type="radio"/> Fixed Price	<input type="radio"/> Cost Reimbursable	
4. Complexity of Contract Requirements	3	<input checked="" type="radio"/> Low Complexity	<input type="radio"/> Moderate Complexity	<input type="radio"/> High Complexity	
5. Contract Award	1	<input checked="" type="radio"/> Full and open competition with a large # of bidders or simplified acquisition	<input type="radio"/> Competitive acquisition with limited # of bidders	<input type="radio"/> Sole source	
6. Contractor	2	<input checked="" type="radio"/> Agency has significant experience with contractor and no significant issues	<input type="radio"/> Agency has experience with contractor, only minor issues, or new contractor	<input type="radio"/> Known issues with contractor, such as defaults; suspensions or debarments; past performance issues; significant audit findings on previous contracts; or past or ongoing investigations or lawsuits	
7. Contract Subject	2	<input checked="" type="radio"/> Not mission critical or not highly visible, sensitive, or potentially controversial	<input type="radio"/> Contract is moderately visible, sensitive, or controversial	<input type="radio"/> Contract is mission critical or is highly visible, sensitive, or potentially controversial	
8. Subcontractors	1	<input checked="" type="radio"/> Percent of work subcontracted is less than 25%	<input type="radio"/> Percent of work subcontracted is between 25% and 50%.	<input type="radio"/> Percent of work subcontracted is more than 50%	
9. Contracting Manager and/or County Department	2	<input checked="" type="radio"/> Previous audits or program reviews noted no significant deficiencies with the contract manager and/or department.	<input type="radio"/> Previous audits or program reviews noted moderate deficiencies with the contract manager and/or department	<input type="radio"/> Previous audits or program reviews noted significant deficiencies with the contract manager and/or department.	
10. Fiscal Responsibility of Contractor	5	<input checked="" type="radio"/> Contractor has submitted AUDITED financial statements and tax returns	<input type="radio"/> Contractor has provided current financial statements and/or tax returns	<input type="radio"/> Contractor is unable to provide current financial statements and/or tax returns	
11. Federal/State or Other Program or Funding Requirements	5	<input type="radio"/> Program not funded by Federal/State (0%). No Federal/State funding & program requirements exist.	<input type="radio"/> Program partially funded by Federal/State (less than 50%). Federal/State funding & program requirements exist.	<input checked="" type="radio"/> Program mostly funded by Federal/State (50% or more) Federal/State funding & program requirements exist.	
12. Availability of Progress Reports	2	<input checked="" type="radio"/> Contractor is able to perform good and system-generated performance reports.	<input type="radio"/> Contractor is able to perform adequate or manually-generated performance reports.	<input type="radio"/> Performance is difficult to measure; or contractor is unable to perform adequate performance reports.	
13. Contract Modifications	1	<input type="radio"/> No modifications or modifications had little impact on cost and/or period of performance	<input checked="" type="radio"/> Modifications moderately increased cost and/or period of performance	<input type="radio"/> Modifications significantly increased cost and/or period of performance	
14. Program Longevity	2	<input checked="" type="radio"/> Existing with no changes within past year	<input type="radio"/> Existing with minimal changes within past year	<input type="radio"/> New or existing with significant changes	
15. Access to Personally Identifiable, Proprietary and/or Classified Information	2	<input checked="" type="radio"/> No requirement to access	<input type="radio"/> Limited requirement to access	<input type="radio"/> Requirement to access	
16. Other Risk Factor	0	<input type="radio"/> Other- Low Risk	<input checked="" type="radio"/> Other- Medium Risk	<input type="radio"/> Other- High Risk	
	33	33-48 = Low Risk	49-79 = Medium Risk	80-165 = High Risk	

Contract Risk =	59
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