

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 Family Care Network, Inc. with an address at 1255 Kendall Rd, San Luis Obispo, CA 93401 (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

Amy Krueger, Division Chief for Social Services Operations at phone number (805) 346-7248 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Jim Roberts, CEO and Founder at phone number (805) 349-9600 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: Amy Krueger, Division Chief for Social Services Operations, 2125 S. Centerpointe Parkway, Santa Maria, CA 93455 (805) 346-8366

To CONTRACTOR: Jim Roberts, CEO & Founder, 1255 Kendall Rd, San Luis Obispo, CA 93401

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, 2014 and end performance upon completion, but no later than June 30, 2015 unless otherwise directed by COUNTY or unless earlier terminated. COUNTY at the end of the first contract term has an option to renegotiate two (2) additional one (1) year renewals, without re-bidding. A renewal determination will be contingent upon CONTRACTOR's satisfactory achievement of agreed upon performance measures and availability of funding.

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. 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 or by law, 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.

In accordance with Federal Government Accounting Standards, Contractor will only seek reimbursement from County for expenses that are allowable under the provisions of the specific Federal cost principles appropriate for their entity, for example: OMB A-21 (Educational Institutions), OMB A-87 (State, Local or Indian Tribe Governments), OMB A-122 (Non-Profit Organizations), 45 CFR part 74 Appendix E (Hospitals), and Federal Acquisition Regulation (FAR) at 48 CFR part 31 (Commercial organizations and non-profit organizations listed in Attachment C to Circular A-122).

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

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.

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

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.
1. **For Convenience:** Contractor for any reason, prior to the expiration date of this Agreement, may terminate this Agreement upon ninety (90) days notice in writing to the County.
- 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. 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 laws, regulations, 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 Family Care Network, Inc.

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:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Department of Social Services

By: _____
Daniel Nielson, Director

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Family Care Network, Inc.

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

CONTRACTOR:

Family Care Network, Inc

By:

Designated Representative

Name:

Jim Roberts

Title:

CEO & Founder

EXHIBIT A

STATEMENT OF WORK

The CONTRACTOR shall provide services pursuant to the County of Santa Barbara Request for Proposal (RFP) and CONTRACTOR response to the RFP dated January 24, 2014. The CONTRACTOR shall provide Independent Living Program (ILP) Services in partnership with Child Welfare Services (CWS) to approximately 188 CWS and Probation eligible youth under the jurisdiction of the Juvenile Court countywide. The number of youth participating in program or receiving services may fluctuate with placement changes and youth entering/existing foster care. The applicable components of the RFP and CONTRACTOR's response have been incorporated in Exhibit A.

BACKGROUND

The purpose of the Independent Living Program (ILP) is to assist youth in making the transition from foster care to self sufficiency by providing services such as assistance in obtaining a high school diploma, career exploration, vocational training, job placement and retention, training in daily living skills, training in budgeting and financial management skills, substance abuse prevention, and preventive health activities.

TARGET POPULATION

Eligible youth for the purpose of the ILP are children 16 years of age up to the day prior to their 21st birthday (optional for youth age 14-15). According to the California DSS Manual of Policies and Procedures for Child Welfare Services Program, Independent Living Program, Section 31-525, and the criteria of Santa Barbara County ILP, youth must also meet at least one of the following criteria:

1. Were/are in foster care under the jurisdiction of the Juvenile Court, any time from their 16th to their 19th birthday.
2. Were/are 16 years of age up to 18 years of age in receipt of the Kinship Guardianship Assistance Payment Program (KinGap) assistance.
3. Were former foster youth that were adopted after their 16th birthday.
4. Were former dependent children of the juvenile court pursuant to Section 300, placed with a non-related legal guardian, whose guardianship was ordered on or after the child's eighth (8) birthday.

Children who meet these criteria could be under the jurisdiction of Child Welfare Services or the Probation Department. Children who emancipate are still eligible for program participation up to age 21 as Aftercare Services.

Total eligible youth	Santa Barbara/South County	Lompoc/Mid-County	Santa Maria/North County
188	40	38	110

The figures above may fluctuate with placement changes and youth entering/exiting Foster Care.

SCOPE OF SERVICES

Contractor shall provide ILP services based on Positive Youth Development, Best Practices, and Wraparound principle/practices. The service delivery shall include, at the minimum, the following : initial competency assessments, individual/group educational opportunities, and targeted case management addressing the individual youth's Transitional Independent Living Plan (TILP) goals. The practical services may include but are not limited to: facilitation of the steps necessary to graduate from high school; applying

for and securing housing; applying for college or a career training program; completing and submitting job applications; practical experience in daily living skills, budgeting, financial planning and management; development of refusal skills; and, an understanding of safe sexual practices.

The CONTRACTOR shall address both training and direct services and shall assess competencies for youth within the service areas listed below:

1. Money Management – Youth shall be taught how to determine budget goals, total income and expenditures. Information shall include:
 - Understanding and utilizing wages;
 - Maintaining and balancing a checkbook;
 - Organizing and preparing a budget;
 - Bill paying;
 - Banking (nearby locations, pros and cons, etc.);
 - Taxes and payroll deductions;
 - Preparing taxes (withholding and refunds);
 - Savings accounts;
 - Establishing and using credit;
 - Purchasing a car (new/used).
2. Job Skills/Career Planning – Youth shall be taught the basics of a job search. Information shall include:
 - Career planning;
 - Obtaining a work permit;
 - Job-seeking including filling out an application;
 - Writing an effective resume;
 - Interview skills including interpersonal skills;
 - Job maintenance including employment expectations;
 - Conflict resolution;
 - Discrimination.
3. Educational Planning – Youth shall be introduced to various educational options available during and after high school. Information shall include:
 - Linking career goals and education needs;
 - College prep courses;
 - Vocational training courses;
 - Tutoring services;
 - GED preparation/testing;
 - Laws relating to minimum educational requirements;
 - College and beyond;
 - Paying for education (e.g. financial aid, Chaffe grant, etc.);
 - Educational Opportunity Program/Extended Opportunity Programs and Services.
4. Health and Counseling Services – Youth shall be introduced to good nutritional habits by discussing issues relating to the youth's current habits and eating patterns. Youth shall also be taught how to obtain adequate health care. Information shall include:
 - Food and nutrition;
 - Communication skills;
 - Sexuality and medical services including teen pregnancy;

- Counseling referral services;
 - Substance abuse and rehabilitation;
 - Depression and suicide prevention;
 - Peer pressure;
 - Mental health services and referrals;
 - Health rights of Lesbian Gay Bisexual Transgender and Questioning (LGBTQ) foster youth;
 - Resources available for LGBTQ youth.
5. Living Independently – Youth shall be assisted in preparing for life on their own. Information shall include:
- Housing;
 - Utilities;
 - Home management;
 - Landlord and tenant rights (including LGBTQ housing rights);
 - Home security;
 - Utilizing public transportation.
6. Resource Listing and Training – Youth shall be introduced to their community and the many resources available. Information should include:
- Obtaining a social security card/number;
 - Obtaining medical history records;
 - Obtaining a birth certificate;
 - Recreational activities;
 - Peer support groups;
 - Transportation services;
 - Crisis/emergency hotlines;
 - Department of Motor Vehicles services.
7. Mentor Relationships – Youth shall be provided with personal and emotional support through:
- Mentors and promotion of positive interactions with dedicated adults;
 - Encouraging the youth's care provider to become an active participant in preparing the youth for independent living.

Additionally, the CONTRACTOR must integrate the following components:

1. Aftercare/Transition Programs - Programs for emancipated youth to assist with housing and employment.
2. Transportation - Transportation must be addressed so that youth are able to attend county ILP sponsored activities.
3. Job Training - Services can include workshops, contracted services through the Workforce Investment Act, county employers and county resources.
4. Involvement of care providers - The care provider of the participating youth shall be encouraged to become an active participant in preparing the youth to transition to an independent living placement.
5. Integration of Existing Services - Collaboration with community resources. These relationships include leveraging of resources to offer an array of comprehensive services to youth to assist in successful transition into self-sufficiency.

6. Survival Skills - Eligible youth shall be able to identify their own values, ask for assistance and keep safe.
7. Interpersonal/Social Skills - Eligible youth shall be able to identify communication strengths/weaknesses, manage peer pressure, develop appropriate relationships, and develop problem solving skills.
8. Computer skills - Eligible youth shall demonstrate computer literacy skills.

DUTIES AND RESPONSIBILITIES

The CONTRACTOR shall:

1. Implement a culturally competent Independent Living Program that meets required State and Federal Regulations, and Performance Measures, under the direction of the County ILP liaison.
2. Develop an individual file on each eligible youth that is available for review by County staff. The file shall include a copy of the TILP, a chronological list of all contacts with a summary of topics discussed or services provided, a copy of all evaluations sent to the County social worker or the probation officer, a list of all workshops and activities the youth has attended.
3. Develop and coordinate periodic workshops or other learning activities for eligible youth which minimally includes:
 - Developing workshop/learning activity curriculum.
 - Providing an annual schedule of all proposed workshops/activities.
 - Utilizing an identified assessment tool pre and post workshop to assess the youth's understanding of the material presented.
 - Inform all eligible youth, caregivers, all Foster Family Agency (FFA), and group homes about the times and locations of upcoming workshops.
 - Secure an appropriate location for the workshops; provide materials and snacks as appropriate.
 - Coordinate transportation of eligible youth.
 - Keep records of attendance by eligible youth.
4. Purchase all needed ILP supplies.
5. Provide emotional, practical and social support to eligible youth to learn the daily living competencies, to complete high school or the GED, to attend vocational schools or higher education, to find and maintain employment, to maintain stable placement, and in the Aftercare Program to find and maintain housing.
6. Involve caregivers as a partner in preparing the youth for the transition to independence.
7. Provide youth with linkages to mentors and/or dedicated adults to enhance their support network.
8. Coordinate appropriate services with all approved Transitional Housing Program providers.
9. Provide support to eligible youth (18 up to 21 years of age) in the Aftercare Program to obtain services leading to self sufficiency. Responsibilities shall include all major components of the ILP for youth 14-18 years of age (optional for youth ages 14-15 but mandatory for youth ages 16-18), including initial assessment, case management, and invitations to workshops, incentives and transportation.
10. Provide the County social worker or probation officer assigned to the child's case a written progress and participation report on a quarterly basis.
11. Work in conjunction with the County to hold emancipation conferences for all youth, at a minimum, at the six and three month mark prior to the youth's emancipation date to assist in adequately planning for the transition to independence.
12. Establish multi-level communication strategies to connect with the broadest number of program youth regarding program services and activities, e.g. an updated open ILP website, newsletter, Facebook, and use of other social media.
13. Work with the County to develop/enhance proposed contract monitoring tools via Excel to assist in providing the necessary detail for state and county level reporting requirements which requires the contractor to:

- Provide all required information for the State mandated quarterly and annual reports to the County ILP liaison.
 - Maintain and submit monthly statistics of eligible youth participation for all required services to County ILP liaison.
 - Provide monthly a demographic activities report.
 - Provide a summary of services report.
14. Participate in contract meetings to discuss and resolve any issues that may arise in coordinating services with the County or in the course of delivering services to the eligible youth.
 15. Develop and maintain an ILP website that is accessible to the public that includes but is not limited to: ILP participation eligibility, services offered, and links to resources within the county.

The COUNTY shall:

1. Provide program oversight by the County ILP liaison.
2. Provide referrals of all ILP eligible youth.
3. Assure that TILP for all child welfare eligible youth are entered into the County's CWS/CMS computer system.
4. Forward the TILP and a Needs Assessment for all referred youth.
5. Provide address changes for all participating youth to ensure continued program participation.
6. Provide ILP regulatory information as it becomes available.
7. Complete the State quarterly and annual report with statistical information provided by the contractor.
8. Work in conjunction with the contractor to develop/enhance proposed contract monitoring tools to assist in providing the necessary detail for State and county level reporting requirements.
9. Work in conjunction with the contractor to hold emancipation conferences for all youth, at a minimum, at the six and three month mark prior to the youth's emancipation date to assist in adequately planning for the transition to independence.
10. Hold contract meetings to discuss and resolve any issues that may arise in coordinating services with the contractor or in the course of delivering services to the ILP eligible youth.

PERFORMANCE MEASURES/OUTCOMES

Outcome Expectations for Core Services

1. Education: 100% of eligible youth in ILP shall have an individualized and identified secondary education completion program.
2. Employment: 100% of all eligible youth in ILP shall be referred for an employment and/or work training assessment.
3. Resource Listing: 100% of all eligible youth in ILP shall be have information, verbal and/or written provided to them in the areas of community resources.
4. Career Development: 100% of all eligible youth in ILP shall have information, verbal or written provided to them in the areas of job seeking, writing a resume, interviewing skills and employment expectations.
5. Health and Safety: 100% of all eligible youth in ILP shall have information, verbal and/or written provided to them in the areas of substance abuse, pregnancy prevention, and sexually transmitted diseases and shall have a medical provider.
6. Financial Resources: 100% of all eligible youth in ILP shall have information, verbal or written provided to them in the areas of financial literacy, opening and maintaining an active bank account and successfully completing a budget.

7. Housing: 100% of all eligible youth in ILP shall have information, verbal or written provided to them in the areas of locating housing, utilities, basic understanding of landlord and tenant rights and keeping a home secure.
8. Daily Living Skills: 100 % of all eligible youth in ILP shall have a documented assessment of their daily living skills with identified activities for attaining competency in this area.
9. Survival Skills: 100% of all eligible ILP youths shall have a documented assessment of their survival skills with identified activities for attaining competency in this area.
10. Interpersonal/Social Skills: 100% of all eligible ILP youths shall have a documented assessment of their interpersonal/social skills with identified activities for attaining competency in this area.
11. Computer/Internet Skills: 100% of all ILP eligible youths shall be tested for their computer/internet skills with an expectation that they possess basic skill levels with identified activities for attaining competency in this area.

Target outcomes for youth participating in ILP activities:

1. Money Management
 - Follows a budget = 85%
 - Savings account = 90%
 - Responsible banking = 75%
 - Paying bills and wise spending = 75%
 - Successfully completed TILP goals = 90%
2. Job Skills/Career Planning
 - Prepared resume and job applications = 100%
 - Seeking work = 100%
 - Has a job = 85%
 - Established a career objective and goals = 95%
 - Successfully completed TILP goals = 95%
3. Educational Planning
 - Able to complete HSD or equivalency = 100%
 - Assigned a tutor = 25%
 - Has completed HSD or equivalency = 95%
 - Has a college or vocational training plan = 100%
 - Enrolled in higher education or vocational training = 75%
 - Successfully completed TILP goals = 95%
4. Health and Wellbeing
 - Referred to necessary services = 100%
 - Currently receiving necessary health services = 100%
 - Prepares healthy menus = 85%
 - Engaged in positive social activities = 95%
 - Uses Medi-Cal or health insurance = 100%
 - Successfully completed TILP goals = 95%
5. Independent Living
 - Follows a transportation plan = 100%
 - Completed housing exercise = 100%
 - Secured housing and furnishings = 100% of those seeking housing
 - Successfully completed TILP goals = 95%

6. Personal and Community Resources
 - Has all vital documents = 100%
 - Uses community resources = 80%
 - Successfully completed TILP goals = 90%
7. Permanent Supportive Relationships
 - Has requested a mentor = 25%
 - Has an assigned mentor/intern = 30%
 - Has established a community-based support team = 70%
 - Successfully completed TILP goals = 90%

REPORTING REQUIREMENTS

CONTRACTOR shall submit reports as indicated below which include, but are not limited to the following data elements:

- Monthly Report :
 - Youth Participant and Demographics Report: Number of youth enrolled/participating; Number of youth emancipated; County of jurisdiction; Parental status of youth; Educational status including financial details; Vocational status; Financial information; Tribal information; Housing information/status; and Status of permanency connections.
- Quarterly Reports –
 - Youth Summary of Services Report: Youth name; Date of birth; County of residence and jurisdiction; Services documentation; Workshops/learning activities participation.
 - Contractor Summary of Activities Report: Number, location, and type of workshops/learning activities provided during the quarter; Number of youth participating in each activity; Status for both the core and target performance measures/outcomes.

Additional reporting requirements shall be added as needed and in consultation with the CONTRACTOR to ensure compliance with all regulatory reporting requirements.

GENERAL CONTRACT PROVISIONS

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

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total Agreement amount, including cost reimbursements, not to exceed \$210,000.00.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- 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 Agreement Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory 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 shall not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. Tracking of Expenses: Contractor shall inform County when seventy-five percent (75%) of Maximum Agreement Amount has been incurred based upon Contractor's own billing records. Contractor shall send such notice to those persons and addresses which are set forth in the Agreement, Section 2 (NOTICES).
- F. Six-Month Billing Limit: Unless otherwise determined by state or federal regulations all original invoices under this Agreement must be received by County within six (6) months from the date of service to avoid possible payment reduction or denial for late billing.
- G. Budget Variances: Contractor shall obtain the expressed written consent from the County for any variation in the line item amounts detailed in **Attachment B-1** of this agreement. Reasonable and necessary changes shall be considered, but in no event shall the overall budget amount be exceeded without a formal amendment to the Agreement.
- H. Monitoring/Audit Exceptions and Disallowed Costs: Contractor shall be subject to monitoring reviews that cover all fiscal and programmatic terms and conditions of the Agreement and/or prescribed by the State, including cost allocation methodologies. Contractor shall be liable for and shall repay, to the County, all amounts recouped as a result of audit exceptions or disallowances of claimed costs. Such repayment shall be from funds other than those received under this agreement.

Line Item Budget**Exhibit B-1****Name of Applicant Agency:** Family Care Network, Inc.**Term Beginning:** July 1, 2014**Term Ending:** June 30, 2015**A. SALARIES AND EMPLOYEE BENEFITS**

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

Position(s)	Full-Time Equivalent (FTE) ¹	Budget for Contract Term
Direct Service Positions		
ILP Program Supervisor	1 FTE	\$ 47,500.00
ILP Case Specialist	2 FTE	\$ 68,000.00
Administrative Positions		
Management Supervision	.10 FTE	\$ 6,500.00
Clerical	.07 FTE	\$ 2,000.00
Sub-Total Salaries:		\$ 124,000.00

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

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

Type of Employee Benefit	Budget for Contract Term
Direct Service Staff	
ILP Program Supervisor	\$ 9,500.00
ILP Case Specialist	\$ 13,600.00
(PR tax 8.3%, WC 4.3%, Health 7.4%)	
Administrative Staff	
Management Supervision	\$ 1,300.00
Clerical	\$ 400.00
(PR tax 8.3%, WC 4.3%, Health 7.4%)	
Sub-Total Employee Benefits	\$ 24,800.00
Percentage Benefits	20.0%
TOTAL SALARIES AND EMPLOYEE BENEFITS	\$ 148,800.00

Line Item Budget**Exhibit B-1****B. SERVICES AND SUPPLIES****1) Services - List any consultant(s) or contract services**

Name of Consultant(s)/Contract Services	Budget for Contract Term
Independent Audit	\$ 400.00
Sub-Total Services	\$ 400.00

2) Supplies

Item	Budget for Contract Term
Office Expense*	\$ 5,000.00
Program Expense*	\$ 3,500.00
Telephone*	\$ 1,300.00
Mileage*	\$ 15,000.00
Other*	
Sub-Total Supplies	\$ 24,800.00
TOTAL SERVICES AND SUPPLIES	\$ 25,200.00

Line Item Budget

Exhibit B-1

C. OPERATING EXPENSES

Item*	Budget for Contract Term
Facility Lease/Rental*	\$ 6,000.00
Equipment Lease/Rental*	\$ 700.00
Furnishings*	
Maintenance	\$ 1,500.00
Utilities	\$ 500.00
Insurance (Refer to General Contract Provisions for Insurance Requirements)	\$ 1,500.00
Other* Shared Administration	\$ 25,800.00
Total Operating Expenses	\$ 36,000.00
GRAND TOTAL LINE ITEM BUDGET	\$ 210,000.00
Minus Revenue	
TOTAL BEING REQUESTED	\$ 210,000.00

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

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

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

Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

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

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. **Workers' Compensation Insurance:** Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

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

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

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

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

