

**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Social Services		(2) MEETING DATE February 7, 2006		(3) CONTACT/PHONE Trish Avery Caldwell (805) 781-1970	
(4) SUBJECT Request to approve a contract for professional communication materials between the County of San Luis Obispo Department of Social Services and Barnett Cox & Associates in the amount of \$51,762.					
(5) SUMMARY OF REQUEST The Department of Social Services (DSS) is requesting approval of a contract with Barnett Cox & Associates in the amount of \$51,762 dollars for professional communication materials to educate the public and train staff in support of the Child Welfare Services Outcome Improvement Project for Fiscal year 2005/2006.					
(6) RECOMMENDED ACTION It is recommended that your Board approve, and direct the Chairperson to sign, a contract with Barnett Cox & Associates for professional communication materials to educate the public and train staff in support of the Child Welfare Services Outcome Improvement Project for Fiscal year 2005/2006.					
(7) FUNDING SOURCE: State	(8) CURRENT YEAR COST \$51,762	(9) ANNUAL COST \$51,762	(10) BUDGETED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A <input type="checkbox"/> No		
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): County Counsel has reviewed and approved these contracts as to legal form and effect.					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____					
(13) ADMINISTRATIVE OFFICE REVIEW <p align="center"><i>OK - Pam Burkshi</i></p>					
(14) SUPERVISOR DISTRICT(S) 1st, 2nd, 3rd, 4th, 5th, <u>All</u>			(15) LOCATION MAP <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A		
(16) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)			(17) EXECUTED DOCUMENTS <input type="checkbox"/> Resolutions (Orig + 4 copies) <input checked="" type="checkbox"/> Contracts (2 Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A		
(18) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A			(19) APPROPRIATION TRANSFER REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A		

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(2.7.06)*



DEPARTMENT OF SOCIAL SERVICES

3433 South Higuera Street, Post Office Box 8119
San Luis Obispo, California 93403-8119

TO: Board of Supervisors

**FROM: Leland W. Collins, Director
Department of Social Services**

DATE: February 7, 2006

SUBJECT: Request to approve a contract for professional communication materials between the County of San Luis Obispo Department of Social Services and Barnett Cox & Associates in the amount of \$51,762 dollars.

Recommendation

It is recommended that your Board approve, and direct the Chairperson to sign, a contract with Barnett Cox & Associates for professional communication materials to educate the public and train staff in support of the Child Welfare Services Outcome Improvement Project for Fiscal year 2005/2006.

Discussion

In 2000, the California Legislature created a statewide Child Welfare Stakeholders Group to review the state's welfare system and make recommendations for improvement and change. The stakeholders group produced a final report referred to as the Child Welfare Redesign. Based on this report state and county efforts shifted to implementing key elements of the report. Principle efforts are focused on:

1. Developing a statewide safety assessment system to ensure all counties are consistent in determining if a child is being abused or neglected.
2. Improving the child abuse hotline response system to better enable social workers to screen and refer families for community services.
3. Promoting permanent connections for youth and improved transitions to adulthood.

In 2001, Assembly Bill 636 (AB 636), the Child Welfare System Improvement and Accountability Act (better know as the System Improvement Plan or SIP), was enacted to replace the state's process-driven compliance review system with a new system that focused on results. The SIP operates on the philosophy of continuous improvement, interagency partnerships, community involvement and public reporting outcomes.

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In January 2003 San Luis Obispo County Department of Social Services (DSS) was one (1) of eleven (11) counties selected by the state to be an "early implementer county". Beginning in January 2004, DSS began its 5-year Redesign plan. The goals of local Redesign focus on:

1. SAFETY:
 - Children are, first and foremost, protected in their living situations.
 - Children are maintained safely in their homes whenever possible and appropriate.

2. PERMANENCY:
 - Children have permanency and stability in their living situations.
 - The continuity of family relationships and connections is preserved for children.

3. WELL-BEING:
 - Children receive adequate services to meet physical, emotional and mental health needs.
 - Children receive appropriate services to meet their educational needs.
 - Families have enhanced capacity to provide for their children's needs.
 - Youth emancipating from foster care are prepared to transition to adulthood.

As an "early implementer county" DSS received grant money from the California Department of Social Services (CDSS). DSS is contracting with Barnett Cox & Associates, a public relations agency with a proven record of expertise and accomplishments in providing marketing and communication services to a broad range of business and public sector concerns. Materials produced by Barnett Cox & Associates will be used to create brochures, flyers, training materials, etc., and to work with local media. The materials will be used to educate and train staff, birth families, foster families, and community partners and agencies.

Other Agency Involvement

County Counsel has reviewed and approved this contract as to legal form and effect.

Fiscal Considerations

The California Department of Social Services (CDSS) is providing a one-time cost augmentation to enable counties to fund a public awareness campaign about the Redesign strategies, and to train department staff. The total cost of this contract is fifty-one thousand seven hundred sixty two dollars (\$51,762) and will be funded by CDSS grant money.

Agency	FY 04/05	FY 05/06	Notes	Sharing Ratios			
				Fed	State	Co	Other
Barnett Cox & Associates	.00	\$51,762	Communication Materials		100%		

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Results

Fiscal Year 2005/2006

Contractor will create and produce five thousand (5,000) presentation folders/brochures aimed at increasing the awareness of the Child Welfare Service Outcomes Improvement Project.

Contractor will create and produce five thousand (5,000) "waterfall inserts" which include four (4) individual inserts (total inserts 20,000). The template used for these inserts will be given to the County for reproduction of additional copies.

Contractor will create and produce a logo aimed at increasing awareness of the Child Welfare Service Outcomes Improvement Project.

Contractor will create and produce a PowerPoint presentation for the professional community aimed at increasing awareness of the Child Welfare Service Outcomes Improvement Project.

Contractor will create and produce a PowerPoint presentation for the general public aimed at increasing awareness of the Child Welfare Service Outcomes Improvement Project.

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CONTRACT BETWEEN
BARNETT COX & ASSOCIATES
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

This contract, entered into by and between the County of San Luis Obispo, a public entity in the State of California, (hereafter "County") and Barnett Cox & Associates, a California Corporation (hereafter "Contractor").

WITNESSETH:

WHEREAS, County has a need to develop a consistent image and message that speaks to the Child Welfare Service (CWS) Outcomes Improvement Project more particularly described in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Contractor is specifically trained, experienced, expert and competent to perform such special services; and

WHEREAS, this Contract is in accordance with California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Section 23-600.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties agree as follows:

1. Retention of Services. County hereby engages Contractor to perform, and Contractor hereby agrees to perform for County, the services set forth in Exhibit A, attached hereto and incorporated herein by reference, all pursuant to the terms and conditions hereinafter set forth.
2. Compensation. County shall compensate Contractor for performing said services in accordance with Exhibit B, attached hereto and incorporated herein by reference.
3. Duration and Effective Date. Contractor and County shall comply with the Duration and Effective Date attached hereto to as Exhibit C, and incorporated herein by reference.
4. General Conditions. Contractor and County shall comply with all provisions of County's General Conditions, a copy of which is attached hereto as Exhibit D, and incorporated herein by reference.
5. Special Conditions. Contractor and County shall comply with the Special Conditions attached hereto as Exhibit E, and incorporated herein by reference. In the event of conflicts between the provisions of the General Conditions and the Special Conditions, the provisions of the Special Conditions shall be controlling.
6. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to the County at:

Leland Collins, Director
Department of Social Services
P.O. Box 8119
San Luis Obispo, CA 93403

and to the Contractor at:

David Cox, Chief Executive Officer/Vice President
Barnett Cox & Associates
748 Pismo Street
San Luis Obispo, CA 93401

IN WITNESS WHEREOF County and Contractor have executed this Contract on the day and year herein set forth below.

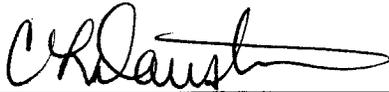
CONTRACTOR

Barnett Cox & Associates, a California Corporation



David Cox, Chief Executive Officer/Vice President

1/19/06
Date



Cynthia Dauster/Controller

1/19/06
Date

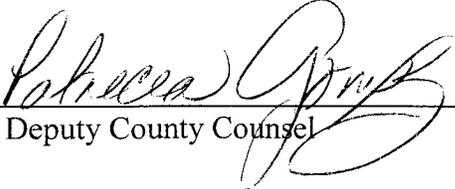


COUNTY OF SAN LUIS OBISPO

COUNTY COUNSEL

Approved as to form and legal effect.

COUNTY COUNSEL
JAMES B. LINDHOLM, JR.

By: 
Deputy County Counsel

Dated: 1/23/06

COUNTY OF SAN LUIS OBISPO
A public entity in the State of California

By: _____
Chair, Board of Supervisors

Dated: _____

ATTEST

By: _____
County Clerk and Ex-Officio Clerk
of the Board of Supervisors

Dated: _____

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EXHIBIT A

CONTRACT BETWEEN
BARNETT COX & ASSOCIATES
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

Services to be Performed

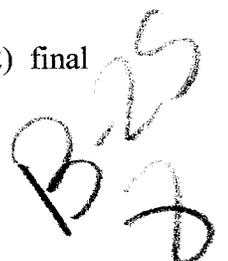
1. Scope of Services:

To develop a consistent message that is professional, approachable and that speaks to the Child Welfare Service (CWS) Outcomes Improvement Project (hereafter "Project") of child safety, permanency and well being of children and families. Contractor will integrate program strategies and outcomes to create materials to increase public awareness of the Department's philosophy and services for children and families.

2. Service Specifications:

a. Contractor will provide the following special services:

- 1) Research materials produced by other departments of social services and community child welfare agencies in the state and country to sample and review existing formats, content and current philosophy affecting the development of collateral and media and outreach material in support of the Project.
- 2) Interview staff, stakeholders and community partners to gather information and data to assess public and professional perception of the child welfare system and the Project, recognize shared goals, objectives and sensitivities, identify issues/problems to be addressed in the multi-media, multi-facet communications program; and evaluate the current understanding of the Project.
- 3) Consult with County on an as needed basis on communication matters, including public relations issues, outreach projects and collateral development, and written recommended website changes and upgrades.
- 4) Develop name (i.e., acronym, tagline, etc.) that brands the Project and heightens public awareness. Contractor will provide up to three (3) options and up to one (1) final revision with a final presentation to County identified stakeholders.
- 5) Develop County logo with three (3) options and up to two (2) final revisions.



- 6) Design, write and produce five thousand (5,000) presentation folders and five thousand (5,000) each of four (4) individual inserts.
 - a) Design of folder materials used:
 - (1) Four (4) colors.
 - (2) Two (2) sided, mill stock 100# gloss cover, coated stock 2-sided.
 - (3) Three (3) panels with a roll fold and one (1) pocket.
 - (4) Up to three (3) design concepts and up to two (2) revisions of final selection with two rounds of copy revisions.
 - (5) Stock photographs to be used.
 - b) Design of insert materials used:
 - (1) Four (4) colors.
 - (2) One (1) sided mill stock 80# gloss cover, coated stock 1-sided.
 - (3) Graduated sizes to create a waterfall.
 - (4) Up to three (3) design concepts and up to two (2) revisions of final selection with two rounds of copy revisions.
 - (5) Template for inserts will be provided to DSS for additional inserts as needed.
 - 7) Design, produce and edit PowerPoint Presentation for professional community that is up to forty (40) slides that includes up to ten (10) 1-page charts (i.e., pie charts, graphs, etc.). Simple PowerPoint transitions will be used.
 - 8) Design, produce and edit PowerPoint Presentation for general public that is up to forty (40) slides that includes up to ten (10) 1-page charts (i.e., pie charts, graphs, etc.). Simple PowerPoint transitions will be used.
 - 9) Provide three (3) month public relations service to include:
 - a) Up to five (5) press releases.
 - b) Up to two (2) featured stories.
 - c) Solicitation of broadcast interviews.
 - d) Development of media relations.
- b. County will provide the following:
- 1) Project background information.
 - 2) Identify interviewees reflective of stakeholders, partners and staff.
 - 3) Assign representative to serve as the primary contact with Contractor who is empowered to approve project elements.

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- 4) Participate in research, development and review meetings.
- 5) Website copy.
- 6) PowerPoint text for the professional and general public PowerPoint presentations.
- 7) Review Contractor's submissions in a timely fashion.

3. Performance Outcomes:

- a. Contractor in consultation with County will develop an action plan/timeline for each Project element.
- b. Contractor will create and produce five thousand (5,000) Project presentation folders/brochures for the general public, actual and potential stakeholders and professionals working in child welfare and social service agencies
- c. Contractor will create and produce five thousand (5,000) "waterfall inserts" which include four (4) individual inserts (total inserts 20,000). The template used for these inserts will be given to the County for reproduction of additional copies.
- d. Contractor will develop a name (i.e., acronym, tagline, etc.) that brands the Project.
- e. Contractor will create and produce logo aimed at increasing awareness of County.
- f. Contractor will create and produce a PowerPoint presentation for the professional community aimed at increasing awareness of Project.
- g. Contractor will create and produce a PowerPoint presentation for the general public aimed at increasing awareness of Project.
- h. Contractor will develop a community outreach plan for implementation by County.
- i. Contractor will provide three (3) month public relations service, including media distribution and follow-up to promote, but not guarantee media exposure. The program will include up to 2-feature articles, up to five (5) press releases and the solicitation of broadcast interviews.

4. Ownership of Materials.

The County shall retain exclusive ownership of all materials in San Luis Obispo County, produced by Contractor including ideas, artwork, reports, publications (all electronic and

otherwise), etc., resulting from this contractual relationship with Contractor and all accounts paid in full.

Contractor retains ownership to intellectual information, underlying programming, and processes unique to formats electronic and otherwise that define the product produced by Contractor on behalf of the County.

Contractor retains the right to show materials, not deemed confidential, for promotional purposes and to retain rights to appropriate design identification in printed materials for promotional purposes.

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EXHIBIT B

CONTRACT BETWEEN
BARNETT COX & ASSOCIATES
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

Compensation and Billing

1. Compensation: County shall pay to Contractor as compensation in full for all services performed by Contractor an amount not exceed fifty one thousand seven hundred sixty two dollars (\$51,762.00).

2. Line Item Budget Adjustments:
 - a. The contract budget in Exhibit B-1, attached hereto and incorporated by reference, lists amounts of each line item and a line item category total. If Contractor needs to make a line item adjustment within a line item category, a written request including a new budget shall be submitted to the Director of Social Services of San Luis Obispo County, or designee. Line item adjustments shall only be approved if the Contractor can show "good cause" and the adjustment will further the overall purpose of this contract.

 - b. The Board of Supervisors expressly grants to the Director of Social Services for San Luis Obispo County, or designee, the authority to approve budget adjustments as long as the change does not increase the maximum dollar amount of this contract or any other burden of the County under this contract.

3. Advance Payments. If advance payments are allowed, the County shall not pay for more than two (2) months of service in advance.

4. Billing: Contractor shall submit to County, on the 10th of each month an itemized statement of services performed during that preceding period. All fiscal reports and billing shall be submitted to Gladys Kintz, Fiscal Services Division, Department of Social Services, PO Box 8119, San Luis Obispo CA 93403-8119. The compensation shall be paid within thirty (30) days after the receipt of an itemized statement from Contractor. Additional data may be required at the direction of the State Department of Social Services.

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EXHIBIT B-1

CONTRACT BETWEEN
BARNETT COX & ASSOCIATES
AND
SAN LUIS OBISPO COUNTY DEPARTMENT OF SOCIAL SERVICES
PROJECT BUDGET FY 2005/2006

AGENCY: Barnett Cox and Associates
GRANT CONTACT PERSON: Carol Schreiber
PHONE: (805) 545.8887
PROJECT: CWS Outcomes Improvement Project
PROJECT BUDGET: \$51,762

BUDGET

<u>LINE ITEM AND CATEGORY TOTALS</u>	<u>AMOUNT</u>
RESEARCH & DEVELOPMENT: Research, Client Consultation & Interaction, Name & Logo Development	\$14,300.00
CREATIVE SERVICES: Design and production of presentation materials including folders and inserts, PowerPoint presentations for professionals and general public and Website modification recommendations	\$25,062.00
PUBLIC RELATIONS AND OUTREACH: Outreach plan development, and project completion including review, evaluation and recommendations	\$12,400.00
TOTAL PROGRAM COSTS	<u>\$51,762.00</u>

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EXHIBIT C

CONTRACT BETWEEN
BARNETT COX & ASSOCIATES
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

Duration and Effective Date

1. Effective Date: Agreement shall be effective as of the date this Contract is signed by the Chair, Board of Supervisors, and that signatory shall be the last to sign.
 - a. Because of delays that occurred in determining the governmental budget impacting this Contract, the Board of Supervisors signature date may be after July 1, 2005. The Board of Supervisors expressly intends that this Contract shall begin on February 1, 2006 and apply to all transactions on or after that date.
2. Service Date: Services shall commence on or after the effective date, and shall end upon the end of the duration date.
3. Duration Date: This agreement shall remain in effect from the effective date stated above through June 30, 2006.

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EXHIBIT D

CONTRACT BETWEEN
BARNETT COX & ASSOCIATES
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

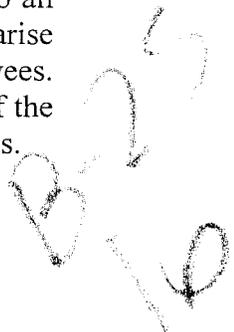
General Conditions

1. Status:
 - a. Independent Contractor: Contractor is an independent contractor of the County. Nothing in this Contract shall be construed as creating an employer-employee relationship, partnership, or a joint venture relationship. Nothing in this Contract authorizes or permits County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject of this Contract, provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.
 - b. No eligibility for fringe benefits: Contractor understands and agrees that they will not be eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement or pension program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

2. Warranty of Contractor: Contractor warrants that they will at all times be properly certified and licensed under the laws and regulations of the State of California to provide the services herein agreed to.

3. Conflicts of Interest:
 - a. No officer, employee, director, or agent of the County shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested, nor shall any such person have any interest, direct or indirect, in this Contract or the provisions thereof.
 - b. Any County employee in civil service or with a direct contract with the County as an independent contractor or volunteer is not an eligible contractor under this Contract.
 - c. Contractor shall not offer or transfer any property of any value to or on behalf of any employee, officer, director or agent of the County other than those compensations described in this Contract.
 - d. Contractor shall not engage in any employment, occupation, work, endeavor or association, whether compensated for or not, that would in any way conflict or impair Contractor's ability to perform the duties described herein or give a public appearance of impropriety having the same effect.

4. Non-Assignment of Contract: Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor shall not delegate its obligations under this Contract and shall not assign or otherwise transfer its rights under this Contract or any interest therein and shall not assign or otherwise transfer its rights under this contract or any other interest therein without the prior written consent of County. Any such assignment, transfer, delegation or sublet without the County's prior written consent shall be null and void. County also reserves the right prior of approval for independent subcontractors.
5. Contractor's Facilities: Contractor shall obtain and maintain all appropriate licenses, permits and certificates required by all Federal, State and/or local laws, rules, regulations, guidelines, and directives for the operation of its facilities and for the provision of services hereunder.
6. Termination:
 - a. Termination of Contract for Convenience of Either Party: Either party may terminate this contract at any time by giving to the other party thirty (30) days written notice of such termination. Termination shall have no effect on the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.
 - b. Termination of Contract for Cause: If any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to Contractor:
 - 1) Contractor fails to perform its duties to the satisfaction of County;
 - 2) Contractor fails to fulfill in a timely and professional manner its obligation under this Contract; or
 - 3) Contractor, or its agents or employees, fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon County.
 - c. Power to Terminate Contract: The Director of County Department of Social Services may effectuate Termination of the Contract without need for action, approval or ratification by the Board of Supervisors.
7. Indemnification:
 - a. Contractor shall defend, indemnify, and hold harmless the County, its officers and employees, from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.



The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to the Contractor, including, but not limited to the following:

- 1) Violation of statute, ordinance, or regulation.
- 2) Professional malpractice.
- 3) Willful, intentional or other wrongful acts, or failures to act.
- 4) Negligence or recklessness.
- 5) Furnishing of defective or dangerous products.
- 6) Premises liability.
- 7) Strict Liability.
- 8) Inverse condemnation.
- 9) Violation of civil rights.
- 10) Violation of any Federal or State statute, regulation or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board, or any other California public entity responsible for collecting payroll taxes, that Contractor is not an independent contractor.

b. The parties expressly agree that the indemnification clauses in this Contract are an integral part of the performance of this Contract. The compensation in this Contract includes compensation for the risks that are transferred to Contractor by the indemnification clauses.

8. Insurance: Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this agreement. Such policies shall be maintained for the full term of this Agreement. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A VI or above, and (2) are admitted insurance companies in the State of California.

a. Comprehensive General Liability (CGL): Contractor shall maintain in full force and effect, for the period covered by this Contract, Comprehensive General Liability insurance with the following coverage:

- 1) \$1,000,000 for Personal Injury and Bodily Injury, including death.
- 2) \$1,000,000 for Property damage.
- 3) Automobile coverage, which shall include owned and non-owned vehicles. This policy shall include a minimum combined single limit of not less than one million (\$1,000,000) dollars for each accident of bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this agreement. Contractor shall not provide a Comprehensive Automobile Liability policy that specifically lists scheduled vehicles without the express written consent of County.
- 4) The following endorsements must be provided in the policy:
 - a) If the insurance policy coverage is on an "accident" basis, it must be changed to "occurrence".
 - b) The policy must cover personal injury as well as bodily injury.
 - c) Blanket contractual liability must be afforded and the policy must

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pursuant to the Contract and shall make such records available to County upon request. Contractor and County shall ensure the confidentiality of any records that are required by law to be so maintained.

- 10. Accounting. Contractor shall maintain accounting records in accordance with generally accepted accounting principles. The Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

Contractor shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

Contractor shall record costs in a cost accounting system that clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the County. Travel and lodging costs must be reasonable and not exceed levels allowed for County employees on official business. Gifts may not be charged to this contract, whether given to contractor staff or anyone else.

The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the Contractor's cost accounting records.

- 11. Audits: All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.

Contractor shall make accounting records and supporting documentation available on demand to the County for inspection and audit. Disallowed costs shall be repaid to the County. The County may require the Contractor's accounting records to be audited, at Contractor's expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

12 Social Laws:

a. Nondiscrimination in State and Federally Funded Programs:

- 1) Prohibition. There shall be no discrimination against any person employed pursuant to this Contract in any manner forbidden by Government Code Section 12940 et seq. or any other law. Gender harassment is included in this prohibition as a form of discrimination. During the performance of this Contract, Contractor agrees that employment practices and administration of services shall be nondiscriminatory, to the effect that no person shall because of age, sex, color, disability, national origin, race, marital status, religion or political affiliation be excluded from participation in or be denied benefits of, or be otherwise subject to discrimination, under any program or activity receiving federal or state

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financial assistance. Contractor hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement. Contractor shall ensure that effective bilingual/interpretive services are provided to serve the needs of the non-English speaking population and individuals with disabilities. The provision of bilingual/interpretive services shall be offered for each location whose non-English language cases equal or exceed five percent of the total cases for each program or location. The provision of bilingual /interpretive services shall be prompt without undue delay. Contractor agrees to compile data, maintain records and submit reports as required to permit effective enforcement of nondiscrimination laws, rules and regulations. The data elements specifically required by this section refer to primary language and ethnic groups of participants/applicants. California Department of Social Services (CDSS), federal government personnel, and the County reserve the right to review records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code 10605, or State of California Division 21-100 or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this Contract. The terms of this Contract are binding as long as the Contractor is receiving directly, or through contract, federal or state assistance.

- 2) Gender Harassment Warranty and Liability. All Contractors have a contractual obligation to become fully trained and knowledgeable regarding behavior prohibited by law as gender harassment and at all times to comply with an appropriate standard of conduct. Every Contractor who violates gender harassment laws shall be liable to the County for all claims, demands, damages, costs, expenses, and attorney fees incurred by the County as a result of the management of or the behavior of any of Contractor's personnel or anyone in Contractor's chain of contractual privity performing this Contract.
- b. Americans with Disabilities Act: All Contractors have a contractual obligation to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. sec. 12101 et seq., and all future amendments to the Act. Contractor is responsible for making physical alterations to Contractor's facility that are necessary to comply with the Americans With Disabilities Act. Whether or not Contractor's facility has disability access, Contractor will provide to persons with disabilities, on the same basis as are provided to the general public, all administrative and other services normally provided by Contractor.
- c. Social Security Act: All Contractors have a contractual obligation to comply with Title XIX of the Social Security Act, and conform to all applicable Federal and State statutes and regulations, in addition to any future amendments to the Act.
- d. Compliance with Federal Immigration and Naturalization Laws: Contractor, Contractor's personnel or subcontractors will not perform any services under this Contract unless and until adequate documentation, which will be a Federal I.D. number or a Social Security Number or INS form I-9 (or a successor form).

showing Contractor's, Contractor's personnel or subcontractors' right to work in the United States and any conditions of limitation and obligations of the employer. If said documentation is INS form I-9 (or a successor form), the completed form must be submitted along with federally required supporting documentation. County shall review Form I-9 and supporting documentation and make a determination in accordance with federal law as to whether or not it can certify that Contractor, Contractor's personnel or subcontractors is/are authorized to work in the United States. If the Form I-9 or the supporting documentation submitted by Contractor is such that County is unable to certify that Contractor or Contractor's employee or subcontractors is/are authorized to work in the United States, this Contract shall terminate automatically and Contractor shall not be entitled to any compensation or other benefits under this Contract. To the extent consistent with federal law and INS regulations, County shall not hire or continue beyond the first termination date of a Contract any employment of any foreign national if a pool of qualified applicants shows U.S. citizens are qualified, available and willing to fill the position.

- e. Drug Free Workplace: Contractor and Contractor's employees shall comply with County's policy of a drug free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess, or use controlled substances, including, but not limited to, marijuana, heroin, cocaine, and amphetamines at any of Contractor's facilities or County's facilities or work sites. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal substance abuse statute violation occurring at a County facility or work site, Contractor, within five (5) days thereafter, shall notify the Director, County of San Luis Obispo Department of Social Services. Violation of this notification provision shall constitute a breach of this Contract.
- f. Equal Employment Opportunity: During the performance of this Contract, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number 11246.

13. Execution.

- a. Corporate Authority: Any individual executing this agreement on behalf of Contractor represents and warrants that he is duly authorized to execute and deliver this Contract on behalf of said Contractor, and that this Contract is binding upon said Contractor in accordance with its terms.

14. Entire Agreement and Modifications: This Contract supercedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

15. Applicable Law and Venue: This Contract has been executed and delivered in the State

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of California and covers services to be performed in California. The parties agree that the validity, enforceability, and interpretation of the Contract or any of its provisions shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in San Luis Obispo County, and San Luis Obispo County, California courts shall be the venue for any action or proceeding that may be brought, or arise out of, in connection with or by reason of this Contract.

16. Separability: The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

Handwritten signature or initials in black ink, appearing to be 'BOS' with a flourish below it.

EXHIBIT E

CONTRACT BETWEEN
BARNETT COX & ASSOCIATES
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

Special Conditions

1. Reports. Contractor shall submit reports quarterly to County by the 20th of the month succeeding the quarter with which the report is concerned. Contractor is encouraged to use the reporting form developed by the County. The report shall describe the goals for the services being performed, a means to measure them, and any problems anticipated in performing said work in the future. Reports shall be submitted to Trish Avery Caldwell, Department of Social Services, PO Box 8119, San Luis Obispo CA 93403-8119.
2. Confidentiality. Contractor shall participate in this Contract for purposes directly connected with the administration of public social services. Contractor and its officers, agents, and employees shall comply with the requirements of the Welfare and Institutions Code and all professional rules pertaining to the confidentiality of information pertaining to a client. Contractor understands that any breach of Welfare and Institutions Code Sections 827 and 10850 may be a criminal offense. Contractor will not permit any access to client records by any person under Contractor's supervision until he/she has received training in confidentiality and has signed an oath to protect confidentiality of client records and juvenile court proceedings.
3. HIPAA. If the performance of this contract involves access to any individual identifiable health information, contractor and all officers, agents, employees and subcontractors shall comply with the Health Information Portability and Accountability Act of 1996 including, but not limited to signing a HIPAA Business Associates Agreement.

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