

1 AGREEMENT  
2 BETWEEN  
3 COUNTY OF ORANGE

4 AND

5 HEALTHRIGHT 360

6 FOR THE PROVISION OF

7 MOTHER AND CHILD RESIDENTIAL HOMES SERVICES

8 AT TUSTIN FAMILY CAMPUS

9 This AGREEMENT, entered into this 1st day of ~~July 2017~~July 2020, which date is  
10 particularized for purpose of reference only, is by and between the COUNTY OF ORANGE,  
11 hereinafter referred to as "COUNTY," and HEALTHRIGHT 360, a California non-profit  
12 corporation, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered  
13 by the County of Orange Social Services Agency Director or designee, hereinafter referred to as  
14 "ADMINISTRATOR."

15  
16 WITNESSETH:

17  
18 WHEREAS, COUNTY issued a Request for Proposal for Mother and Child Residential  
19 Homes Services at Tustin Family Campus in 2016; and

20 WHEREAS, CONTRACTOR was selected by the Orange County Board of Supervisors  
21 for the provision of Mother and Child Residential Homes Services at Tustin Family Campus for  
22 the period of July 1, 2017 through June 30, 2020; and

23 WHEREAS, COUNTY ~~wishes~~desires to renew the contract with CONTRACTOR for an  
24 additional one (1) year ~~Agreement~~term for the provision of Mother and Child Residential Homes  
25 Services at Tustin Family Campus for the period of July 1, 2020 through June 30, 2021; and

26 WHEREAS, CONTRACTOR agrees to render such services on the terms and conditions  
27 hereinafter set forth:

28 ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 1, ~~2017~~2020, and terminate on June 30, ~~2020~~2021, unless earlier terminated pursuant to the provisions of Paragraph 43 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

2. ALTERATION OF TERMS

2.1 This Agreement, including any Exhibit(s) attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total Agreement between the parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, are valid or binding unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

2.2 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the Agreement.

3. DEFINITIONS

3.1 Assigned Social Worker: A COUNTY employee responsible for monitoring Mother's participation in the Mother and Child Residential Homes Program, providing general case management in coordination with ~~Provider's~~CONTRACTOR's staff, ensuring child safety, providing documentation of Mother's and child's progress in reports submitted to Orange County Juvenile Court, and assisting CONTRACTOR's Case Manager in ensuring that Mothers accomplish the goals set in the Treatment Plan.

3.2 CalWORKs: The California Work Opportunity and Responsibility to Kids Act of 1997 as described in California Welfare and Institutions Code (WIC) Section 11200 et seq.

3.3 Care and Control: A Mother's care and control of her child(ren) is determined by one (1) of more of the following factors: deciding where the child attends school or child care; dealing with the school on educational decisions and problems; controlling participation in extracurricular and recreational activities; arranging medical and dental care services; claiming the child as a tax dependent; and purchasing and maintaining the child's clothing.

1           3.4     Case Manager: An employee of CONTRACTOR who is responsible for providing  
2 all of the case management duties for Mothers in the Program.

3           3.5     Child and Family Team Meeting: A group of individuals who are convened and  
4 engaged by the placing agency to identify the strengths and needs of the child and his or her family  
5 and to help achieve positive outcomes for safety, permanency, and well-being.

6           3.6     Culturally Responsive: The general knowledge of cultural values of individuals  
7 from diverse ethnic groups, the ability to recognize, respect, affirm, and value the worth of  
8 individuals from different ethnic groups and the ability to interact responsively, respectfully, and  
9 effectively with people from diverse cultures, classes, races, ethnic groups, and religious  
10 backgrounds in a manner that recognizes, affirms, and values the worth of individuals, families,  
11 and communities as well as protecting the dignity of each person.

12          3.7     Mentor (Sponsor): An adult who provides friendship, guidance, and support to  
13 Mothers.

14           ~~3.8 — Motivational Enhancement Therapy: A time-limited four-session adaptation used~~  
15 ~~in Project MATCH, a US government-funded study of treatment for alcohol problems and the~~  
16 ~~Drinkers' Check-up, which provides normative-based feedback and explores client motivation to~~  
17 ~~change in light of the feedback.~~

18           ~~3.9~~ 3.8 Mutual Client: A Social Services Agency (SSA) client who has both an open or  
19 pending CalWORKs case and an open or pending Children and Family Services (CFS) case.

20           ~~3.10 — Programming: The attendance and participation in therapeutic groups and classes,~~  
21 ~~such as, but not limited to individual counseling, group counseling, chemical dependency~~  
22 ~~education, twelve (12) step meetings, and peer support groups. Programming activities are~~  
23 ~~identified in the Mother's Treatment Plan, as described in Subparagraph 3.10 below.~~

24           ~~3.11 — Strengthening Families Program: A nationally and internationally recognized~~  
25 ~~parenting and family strengthening program.~~

26           ~~3.12~~ 3.9 Treatment Plan: A plan outlining the Mother's goals and objectives for the  
27 Program. The initial treatment plan shall be created by the Case Manager, in collaboration with  
28 the Mother and the Assigned Social Worker, within seventy-two (72) hours, or as otherwise

1 approved by ADMINISTRATOR, upon Mother's entry into the Program.

2 ~~3.13~~3.10 Visitors: Volunteers, repairmen, family members, friends, consulting staff,  
3 or any other person who is not a resident or a member of CONTRACTOR's staff.

4 4. STATUS OF CONTRACTOR

5 4.1 CONTRACTOR is, and shall at all times be deemed to be, an independent  
6 contractor, and shall be wholly responsible for the manner in which it performs the services  
7 required of it by the terms of this Agreement. Nothing herein contained shall be construed as  
8 creating the relationship of employer and employee, or principal and agent, between COUNTY  
9 and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes  
10 exclusively the responsibility for the acts of its employees or agents as they relate to services to be  
11 provided during the course and scope of their employment.

12 4.2 CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or  
13 privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY  
14 employees.

15 5. DESCRIPTION OF SERVICES

16 5.1 CONTRACTOR agrees to provide those services, facilities, equipment, and  
17 supplies, as described in the Exhibit A to the Agreement between County of Orange and  
18 HealthRIGHT 360, for the Provision of Mother and Child Residential Homes Services at Tustin  
19 Family Campus (TFC), attached hereto and incorporated herein by reference. CONTRACTOR  
20 shall operate continuously throughout the term of this Agreement with the number and type of  
21 staff described and as required for provision of services hereunder.

22 5.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require  
23 changes in staffing allocations to reflect current workload demands or service needs as long as  
24 COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

25 5.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate  
26 staff to attend an orientation session and subsequent training sessions given by COUNTY.

27 6. LICENSES AND STANDARDS

28 6.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 29 of

1 this Agreement, who are subject to individual registration and/or licensing requirements, have all  
2 necessary licenses and permits required by the laws of the United States, State of California  
3 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental  
4 agencies to perform the services described in this Agreement, and agrees to maintain, and require  
5 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.  
6 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with  
7 such laws and licensure requirements, including, without limitation, compliance with laws  
8 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify  
9 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,  
10 becoming expired, inactive, etc.).

11 6.2 In the performance of this Agreement, CONTRACTOR shall comply with all  
12 applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code  
13 of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform  
14 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title  
15 48 CFR Section 31.2 and all applicable laws and regulations of the United States, State of  
16 California, County of Orange, and County of Orange Social Services Agency, and all  
17 administrative regulations, rules, and policies adopted thereunder, as each and all may now exist  
18 or be hereafter amended.

19 6.2.1 For federally funded Agreements in the amount of \$25,000 or more,  
20 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from  
21 federal financial assistance programs and/or activities.

## 22 7. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

### 23 7.1 Delegation and Assignment

24 7.1.1 In the performance of this Agreement, CONTRACTOR may neither  
25 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior  
26 written consent of COUNTY. Any attempted delegation or assignment without prior written  
27 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of  
28 CONTRACTOR, or any change in the corporate structure, the governing body, or the management

1 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of  
 2 benefits under the terms of this Agreement requiring COUNTY approval.

3 7.1.2 COUNTY reserves the right to immediately terminate the Agreement in the  
 4 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY  
 5 for the provision of services under the Agreement.

6 7.2 Change of Ownership

7 CONTRACTOR agrees that if there is a change or transfer in ownership of  
 8 CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an  
 9 assignment of the Agreement, the new owners shall be required, under the terms of sale or other  
 10 instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this  
 11 Agreement and complete them to the satisfaction of COUNTY.

12 8. SUBCONTRACTS

13 8.1 CONTRACTOR shall not subcontract for services under this Agreement without  
 14 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a  
 15 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of  
 16 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be  
 17 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision  
 18 ADMINISTRATOR may require.

19 ~~8.1.1 — Subcontracts of \$50,000 or less~~

20 ~~8.1.1.1 — CONTRACTOR shall develop a standard form Purchase Order,~~  
 21 ~~subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services~~  
 22 ~~by CONTRACTOR when the cumulative total cost of the services to be provided by any~~  
 23 ~~organization is anticipated to be fifty thousand dollars (\$50,000) or less during the term of this~~  
 24 ~~Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of~~  
 25 ~~providing services or the usual and customary charges established by the organization(s) providing~~  
 26 ~~the services.~~

27 ~~8.1.2 — Subcontracts in excess of \$50,000~~

28 ~~8.1.2.1 — CONTRACTOR shall develop and submit for approval to~~



1 ~~ADMINISTRATOR a system for the procurement of subcontracts with any organization in which~~  
2 ~~the total cumulative cost of services provided by any single organization is anticipated to exceed~~  
3 ~~fifty thousand dollars (\$50,000) during the term of this Agreement. CONTRACTOR's proposed~~  
4 ~~procurement system shall take into consideration such factors as: degree of price competition;~~  
5 ~~pricing policies and techniques; experience and quality of service; methods of evaluating~~  
6 ~~subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning,~~  
7 ~~award, and post-award management of subcontracts, including internal audit procedures and~~  
8 ~~monitoring of subcontractor's performance until completion of services.~~

9 ~~8.1.2.2 — Upon ADMINISTRATOR's approval of CONTRACTOR's~~  
10 ~~proposed procurement system, CONTRACTOR shall comply with such procurement system in~~  
11 ~~obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the~~  
12 ~~term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written~~  
13 ~~consent prior to entering into a subcontract with any organization when the total cumulative cost~~  
14 ~~of services to be provided by that organization is anticipated to exceed fifty thousand dollars~~  
15 ~~(\$50,000) during the term of this Agreement.~~

16 ~~8.1.2.3 — CONTRACTOR and its subcontractor(s) shall establish and~~  
17 ~~maintain accurate and complete financial records related to services provided under the terms of~~  
18 ~~this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to~~  
19 ~~the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or~~  
20 ~~until any pending audit is completed.~~

## 21 9. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

### 22 9.1 Form of Business Organization

23 Upon the request of ADMINISTRATOR, CONTRACTOR shall prepare and  
24 submit, within thirty (30) days thereafter, an affidavit executed by persons satisfactory to  
25 ADMINISTRATOR, containing, but not limited to, the following information:

26 9.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship,  
27 partnership, corporation, etc.

28 9.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way

1 of ownership or otherwise, to any parent organization or individual.

2 9.1.3 A detailed statement indicating the relationship of CONTRACTOR to any  
3 subsidiary business organization or to any individual who may be providing services, supplies,  
4 material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR  
5 under this Agreement.

6 9.2 Change in Form of Business Organization

7 If, during the term of this Agreement, the form of CONTRACTOR's business  
8 organization changes, or the ownership of CONTRACTOR changes, or when changes occur  
9 between CONTRACTOR and other businesses that could impact services provided through this  
10 Agreement, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such  
11 changes. A change in the form of business organization may, at COUNTY's sole discretion, be  
12 treated as an attempted assignment of rights or delegation of duties of this Agreement.

13 9.3 Name Change

14 CONTRACTOR must notify COUNTY, in writing, of any change in  
15 CONTRACTOR's status with respect to name changes that do not require an assignment of the  
16 Agreement. While CONTRACTOR is required to provide name change information without  
17 prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its  
18 status upon request by COUNTY.

19 10. USE OF COUNTY PROPERTY

20 10.1 During the entire term of this Agreement, CONTRACTOR shall provide services  
21 at a two-story, residential style structure located at Tustin Family Campus, a facility wholly owned  
22 and operated by County of Orange. CONTRACTOR ~~shall~~has entered into a license agreement  
23 GA1213-186-2 and an amendment of said license agreement, with a term of July 1, 2016 to June  
24 30, 2022, with ADMINISTRATOR for facilities provided by ADMINISTRATOR and shall  
25 execute all terms and conditions of said agreement upon ADMINISTRATOR's presentation of  
26 said document to CONTRACTOR. Failure to execute the license agreement will result in a breach  
27 of this Agreement.

28 10.2 CONTRACTOR is responsible for any costs associated with Fair Employment and

1 Housing Act and Americans with Disabilities Act accommodations for its own employees at  
2 COUNTY facilities. COUNTY may, in its sole discretion and on a case-by-case basis, provide for  
3 such accommodations at no cost to CONTRACTOR.

4 11. NON-DISCRIMINATION

5 11.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not  
6 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of  
7 services or benefits, assignment of accommodations, treatment, evaluation, employment of  
8 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,  
9 ancestry, physical disability, mental disability, medical condition, genetic information, marital  
10 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran  
11 status, or any other protected group, in accordance with the requirements of all applicable federal  
12 or State laws.

13 11.2 CONTRACTOR shall furnish any and all information requested by  
14 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to  
15 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph  
16 11 et seq.

17 11.3 Non-Discrimination in Employment

18 11.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal  
19 Employment Opportunity," as amended by Executive Order 11375, and as supplemented in  
20 Department of Labor regulations (Title 41 CFR Part 60).

21 11.3.2 All solicitations or advertisements for employees placed by or on behalf of  
22 CONTRACTOR shall state that all qualified applicants will receive consideration for employment  
23 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental  
24 disability, medical condition, genetic information, marital status, sex, gender, gender identity,  
25 gender expression, age, sexual orientation, military and veteran status, or any other protected  
26 group, in accordance with the requirements of all applicable federal or State laws. Notices  
27 describing the provisions of the equal opportunity clause shall be posted in a conspicuous place  
28 for employees and job applicants.

1                   11.3.3 CONTRACTOR shall refer any and all employees desirous of filing a  
2 formal discrimination complaint to:

3                               California Department of Fair Employment

4                               2218 Kausen Drive, Suite 100

5                               Elk Grove, CA 95758

6                               Telephone:   (800) 884-1684

7   (800) 700-2320 (TTY)

8                   11.4   Non-Discrimination in Service Delivery

9                   11.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights  
10 Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age  
11 Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in  
12 particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as  
13 amended; California Civil Code Section 51 et seq., as amended; California Government Code  
14 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC  
15 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the  
16 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the  
17 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State  
18 laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title  
19 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment  
20 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter  
21 amended. CONTRACTOR shall not implement any administrative methods or procedures which  
22 would have a discriminatory effect or which would violate the California Department of Social  
23 Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there  
24 are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other  
25 legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any  
26 other laws, or the issue may be referred to the appropriate federal agency for further compliance  
27 action and enforcement of Subparagraph 11.4 et seq.

28                   11.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal

1 complaint any and all information as appropriate:

2 11.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs”  
3 (PUB 13)

4 11.4.2.2 Discrimination Complaint Form

5 11.4.2.3 Civil Rights Contacts:

6 County Civil Rights Contact:

7 Orange County Social Services Agency

8 Program Integrity

9 Attn: Civil Rights Coordinator

10 P.O. Box 22001

11 Santa Ana, CA 92702-2001

12 Telephone: (714) 438-8877

13 State Civil Rights Contact:

14 California Department of Social Services

15 Civil Rights Bureau

16 P.O. Box 944243, M.S. 15-70

17 Sacramento, CA 94244-2430

18 Federal Civil Rights Contact:

19 U.S. Department of Health and Human Services

20 Office of Civil Rights

21 50 U.N. Plaza, Room 322

22 San Francisco, CA 94102

23 11.4.3 The following websites provide Civil Rights information, publications  
24 and/or forms:

25 11.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470>  
26 [.pdf](#) (*Pub 470 - Your rights Under Adult Protective Services*)

27 11.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your->  
28 [Rights-Under-California-Welfare-Program](#) (*Pub 13 – Your Rights Under California Welfare*)

1 *Programs)*

2 11.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply>

3 *(SSA Contractor and Vendor Compliance page)*

4 12. NOTICES

5 12.1 All notices, requests, claims, correspondence, reports, statements authorized or  
6 required by this Agreement, and/or other communications shall be addressed as follows:

7 COUNTY: County of Orange Social Services Agency  
8 Contracts and Procurement Services  
9 500 N. State College Blvd, Suite 100  
10 Orange, CA 92868

11  
12 CONTRACTOR: HealthRIGHT 360  
13 1735 Mission St., Suite 2050  
14 San Francisco, CA 94103

15 12.2 All notices shall be deemed effective when in writing and deposited in the United  
16 States mail, first class, postage prepaid and addressed as above. Any communications, including  
17 notices, requests, claims, correspondence, reports, and/or statements authorized or required by this  
18 Agreement addressed in any other fashion shall be deemed not given. The parties each may  
19 designate by written notice from time to time, in the manner aforesaid, any change in the address  
20 to which notices must be sent.

21 13. NOTICE OF DELAYS

22 Except as otherwise provided under this Agreement, when either party has knowledge that  
23 any actual or potential situation is delaying or threatens to delay the timely performance of this  
24 Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant  
25 information with respect thereto, to the other party.

26 14. INDEMNIFICATION

27 14.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by  
28 COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and

1 their elected and appointed officials, officers, employees, agents, and those special districts and  
2 agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY  
3 INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature,  
4 including, but not limited to, personal injury or property damage arising from or related to the  
5 services, products, or other performance provided by CONTRACTOR pursuant to this Agreement.  
6 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction  
7 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,  
8 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.  
9 Neither party shall request a jury apportionment.

10 15. INSURANCE

11 15.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to  
12 purchase all required insurance at CONTRACTOR's expense, including all endorsements required  
13 herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been  
14 complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance  
15 and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement.  
16 In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this  
17 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for  
18 CONTRACTOR.

19 15.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of  
20 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance  
21 as an Additional Insured or maintain insurance subject to the same terms and conditions as set  
22 forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if  
23 subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR  
24 under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance  
25 requirements to every subcontractor and to receive proof of insurance prior to allowing any  
26 subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR  
27 through the entirety of this Agreement for inspection by COUNTY representative(s) at any  
28 reasonable time.

1           15.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of  
2 Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars  
3 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon  
4 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is  
5 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity  
6 provision(s) in the Agreement, agrees to all of the following:

7           15.3.1 In addition to the duty to indemnify and hold COUNTY harmless against  
8 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,  
9 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend  
10 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against  
11 same; and

12           15.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and  
13 irrespective of any duty to indemnify or hold harmless; and

14           15.3.3 The provisions of California Civil Code Section 2860 shall apply to any  
15 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR  
16 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the  
17 insured.

18           15.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full  
19 term of this Agreement, COUNTY may terminate this Agreement.

20           15.5 Qualified Insurer

21           15.5.1 The policy or policies of insurance must be issued by an insurer with a  
22 minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as  
23 determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United  
24 States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business  
25 in the state of California (California Admitted Carrier).

26           15.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the  
27 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of  
28 the company's performance and financial ratings.



1           15.7 The policy or policies of insurance maintained by CONTRACTOR shall provide  
2 the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Passenger Vehicles up to four (4) passengers, not including the driver	\$1,000,000 per occurrence
Passenger Vehicles up to seven (7) passengers, not including the driver	\$2,000,000 per occurrence
Passenger Vehicles for eight (8) or more passengers, not including the driver	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence
<del>Employee Dishonesty</del>	<del>\$90,000</del>

21           15.8 Required Coverage Forms

22           15.8.1 Commercial General Liability coverage shall be written on Insurance  
23 Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as  
24 broad.

25           15.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01,  
26 CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

27           15.9 Required Endorsements

1           15.9.1 Commercial General Liability policy shall contain the following  
2 endorsements, which shall accompany the Certificate of Insurance:

3           15.9.1.1 An Additional Insured endorsement using ISO form CG 20 26  
4 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials,  
5 officers, agents and employees, as Additional Insureds or provide blanket coverage, which will  
6 state AS REQUIRED BY WRITTEN CONTRACT.

7           15.9.1.2 A primary non-contributing endorsement using ISO form CG 20  
8 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and  
9 any insurance or self-insurance maintained by the County of Orange shall be excess and non-  
10 contributing.

11           15.9.2 The Network Security and Privacy Liability policy shall contain the  
12 following endorsements which shall accompany the Certificate of Insurance.

13           15.9.2.1 An Additional Insured endorsement naming the County of  
14 Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds  
15 for its vicarious liability.

16           15.9.2.2 A primary and non-contributing endorsement evidencing that  
17 the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the  
18 County of Orange shall be excess and non-contributing.

19           15.10 The Workers' Compensation policy shall contain a waiver of subrogation  
20 endorsement waiving all rights of subrogation against the County of Orange, its elected and  
21 appointed officials, officers, agents and employees or provide blanket coverage, which will state  
22 AS REQUIRED BY WRITTEN CONTRACT.

23           15.11 All insurance policies required by this Agreement shall waive all rights of  
24 subrogation against the County of Orange, its elected and appointed officials, officers, agents and  
25 employees when acting within the scope of their appointment or employment.

26           15.12 ~~The County of Orange shall be the loss payee on the Employee Dishonesty~~  
27 ~~coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall~~  
28 ~~accompany the Certificate of Insurance.~~ CONTRACTOR shall notify COUNTY in writing within

1 thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and  
2 provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of  
3 cancellation may constitute a material breach of the contract, upon which the COUNTY may  
4 suspend or terminate this Agreement.

5 15.13 If CONTRACTOR's Professional Liability and/or Network Security & Privacy  
6 Liability policy are a "claims made" policy, CONTRACTOR shall agree to maintain Professional  
7 Liability and/or Network Security & Privacy Liability coverage for two (2) years following  
8 completion of this Agreement.

9 15.14 The Commercial General Liability policy shall contain a severability of interests  
10 clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

11 15.15 Insurance certificates should be mailed to COUNTY at the address indicated in  
12 Paragraph 12 of this Agreement.

13 15.16 If CONTRACTOR fails to provide the insurance certificates and endorsements  
14 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,  
15 award may be made to the next qualified proponent.

16 15.17 COUNTY expressly retains the right to require CONTRACTOR to increase or  
17 decrease insurance of any of the above insurance types throughout the term of this Agreement.  
18 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as  
19 appropriate to adequately protect COUNTY.

20 15.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance  
21 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance  
22 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of  
23 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and  
24 COUNTY shall be entitled to all legal remedies.

25 15.19 The procuring of such required policy or policies of insurance shall not be construed  
26 to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and  
27 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits  
28 available from the insurer.

1           16.    NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

2           CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of  
3 occurrence, the following:

4           16.1   Any instance in which CONTRACTOR becomes a party to any litigation against  
5 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance  
6 under this Agreement. While CONTRACTOR is required to provide this information without  
7 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,  
8 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

9           16.2   Any accident or incident relating to services performed under this Agreement that  
10 involves injury or property damage which may result in the filing of a claim or lawsuit against  
11 CONTRACTOR and/or COUNTY.

12           16.3   Any third party claim or lawsuit filed against CONTRACTOR arising from or  
13 relating to services performed by CONTRACTOR under this Agreement.

14           16.4   Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

15           16.5   Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of  
16 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this  
17 Agreement.

18           16.6   Any Notice of Contract Breach, or equivalent, received from any entity for whom  
19 CONTRACTOR is providing the same or similar services, under a written agreement, regardless  
20 of service location or jurisdiction.

21           17.    CONFLICT OF INTEREST

22           17.1   CONTRACTOR shall exercise reasonable care and diligence to prevent any actions  
23 or conditions that could result in a conflict with COUNTY interests. In addition to the  
24 CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and  
25 subcontractors associated with the provision of goods and services provided under this Agreement.  
26 The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and  
27 procedures preventing its employees, agents, and subcontractors from providing or offering gifts,  
28 entertainment, payments, loans, or other considerations which could be deemed to influence or

1 appear to influence COUNTY staff or elected officers in the performance of their duties.

2 17.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of  
3 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,  
4 Agreement performance. While CONTRACTOR will be required to provide this information  
5 without prompting from COUNTY any time there is a change regarding conflict of interest,  
6 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

7 18. ANTI-PROSELYTISM PROVISION

8 No funds provided directly to institutions or organizations to provide services and  
9 administer programs under Title 42 United States Code (USC) Section 604a(a)(1)(A) shall be  
10 expended for sectarian worship, instruction, or proselytization, except as otherwise permitted by  
11 law.

12 19. SUPPLANTING GOVERNMENT FUNDS

13 CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the  
14 purposes of this Agreement with any funds made available under this Agreement.  
15 CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from  
16 COUNTY with respect to, that portion of its obligations which have been paid by another source  
17 of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement,  
18 either directly or indirectly, as a contribution or compensation for purposes of obtaining federal,  
19 State, or COUNTY funds under any federal, State, or COUNTY program without prior written  
20 approval of ADMINISTRATOR.

21 20. EQUIPMENT

22 20.1 All items purchased with funds provided under this Agreement, or which are  
23 furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand  
24 dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital  
25 Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital  
26 Equipment is limited to the performance of this Agreement. Upon the termination of this  
27 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to  
28 COUNTY or its representatives, or dispose of them in accordance with the directions of

1 ADMINISTRATOR.

2 CONTRACTOR further agrees to the following:

3 20.1.1 To maintain all items of Capital Equipment in good working order and  
4 condition, normal wear and tear excepted.

5 20.1.2 To label all items of Capital Equipment, do periodic inventories as required  
6 by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital  
7 Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All  
8 such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request therefore.

9 20.1.3 To report in writing to ADMINISTRATOR immediately after discovery,  
10 the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement  
11 agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

12 20.1.4 To purchase a policy or policies of insurance covering loss or damage to  
13 any and all Capital Equipment purchased under this Agreement, in the amount of the full  
14 replacement value thereof, providing protection against the classification of fire, extended  
15 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the  
16 parties' interests as they appear.

17 20.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in  
18 writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the  
19 provisions of this Agreement which are appropriate and directly related to CONTRACTOR's  
20 service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for  
21 any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if  
22 prior written approval has not been obtained from ADMINISTRATOR.

23 20.3 Computer Equipment

24 No computers and/or personal electronic devices, such as tablets and laptop  
25 computers, or any component thereof, may be purchased with funds provided under this  
26 Agreement regardless of purchase price, without prior written approval of ADMINISTRATOR.  
27 Any such purchase shall be in accordance with specifications provided by ADMINISTRATOR,  
28 be subject to the same inventory control conditions specified in Subparagraphs 20.1.1 to 20.1.4,

1 and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY upon  
2 termination of this Agreement.

3 21. BREACH SANCTIONS

4 21.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or  
5 conditions of this Agreement shall be a material breach of this Agreement. In such event,  
6 ADMINISTRATOR may, and in addition to immediate termination and any other remedies  
7 available at law, in equity, or otherwise specified in this Agreement:

8 21.1.1 Afford CONTRACTOR a time period within which to cure the breach,  
9 which period shall be established by ADMINISTRATOR; and/or

10 21.1.2 Discontinue reimbursement to CONTRACTOR for and during the period  
11 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery;  
12 and/or

13 21.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
14 COUNTY those monies disallowed pursuant to Subparagraph 21.1.2 above.

15 21.2 ADMINISTRATOR will give CONTRACTOR written notice of any action  
16 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

17 22. PAYMENTS

18 22.1 Maximum Contractual Obligation

19 The maximum obligation of COUNTY under this Agreement shall be \$931,500 or  
20 actual allowable costs, whichever is less.

21 22.2 Allowable Costs

22 During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly  
23 in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this  
24 Agreement, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However,  
25 COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will  
26 be incurred by CONTRACTOR for June 2020, during the month of such anticipated expenditure.

27 22.3 Match

28 In providing services pursuant to this Agreement, CONTRACTOR shall provide a

1 match in an amount no less than ten percent (10%) of the amount paid to CONTRACTOR by  
2 COUNTY during the term of this Agreement. CONTRACTOR shall not use government funds to  
3 provide its match without prior written approval by the government agency providing the funds  
4 and ADMINISTRATOR. The match shall be reflected on the monthly invoice and shall be  
5 deducted from payments made by COUNTY to CONTRACTOR. In the event there is a portion  
6 of the match unpaid at the termination of this Agreement, it shall be deducted from any monies  
7 owed CONTRACTOR by COUNTY, or paid to COUNTY upon demand.

#### 8 22.4 Claims

9 22.4.1 CONTRACTOR shall submit monthly claims to be received by  
10 ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for expenses  
11 incurred in the preceding month. In the event the twentieth (20<sup>th</sup>) calendar day falls on a weekend  
12 or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY  
13 holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,  
14 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,  
15 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

16 22.4.2 All claims must be submitted on a form approved by ADMINISTRATOR.  
17 ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with  
18 the monthly claim, including, inter alia, a monthly statement of services, general ledgers,  
19 supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some  
20 of which may be required to be copied. Source documents that CONTRACTOR must submit shall  
21 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR  
22 shall retain all financial records in accordance with Paragraph 28 of this Agreement.

23 22.4.3 Payments should be released by COUNTY within a reasonable time period  
24 of approximately thirty (30) days after receipt of a correctly completed claim form and required  
25 supporting documentation.

#### 26 22.4.4 Year-End and Final Claims

27 22.4.4.1 CONTRACTOR shall submit a final claim by no later than  
28 August 30, 2021. Claims received after August 30<sup>th</sup> may, at ADMINISTRATOR's sole discretion,



1 not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim must be  
2 received, upon written notice to CONTRACTOR.

3 22.4.4.2 The basis for final settlement shall be the actual allowable costs  
4 as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant  
5 to this Agreement; limited, however, to the maximum obligation of COUNTY. In the event that  
6 any overpayment has been made, COUNTY may offset the amount of the overpayment against  
7 the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall  
8 pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing  
9 herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has  
10 been made.

11 ~~22.4.5 Seventy-Five Percent Authorization Notification~~

12 ~~22.4.5.1—CONTRACTOR shall maintain a system of record keeping that~~  
13 ~~will allow CONTRACTOR to determine when it has incurred seventy five percent (75%) of the~~  
14 ~~total contract authorizations under this Agreement. Upon occurrence of this event,~~  
15 ~~CONTRACTOR shall send written notification to ADMINISTRATOR.~~

16 23. OVERPAYMENTS

17 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which  
18 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in accordance with  
19 any applicable regulations and/or policies in effect during the term of this Agreement, or as  
20 established by COUNTY procedure. Any overpayments made by COUNTY which result from a  
21 payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to  
22 COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment  
23 within thirty (30) days after the date of the final audit findings report and prior to any  
24 administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected  
25 from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within  
26 thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees  
27 to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this  
28 Paragraph.

1           24.    OUTSTANDING DEBT

2           CONTRACTOR shall have no outstanding debt with COUNTY, or shall be in the process  
3 of resolving outstanding debt to ADMINISTRATOR's satisfaction, prior to entering into and  
4 during the term of this Agreement.

5           25.    REVENUE

6           25.1   Whenever CONTRACTOR receives any money specifically designated for use in  
7 programs funded through this Agreement, excluding any funds specified as a CONTRACTOR  
8 match under this Agreement, such monies shall be considered to be a cost off-set and treated as a  
9 reduction against the amount claimed by CONTRACTOR.

10          25.2   CONTRACTOR is not required to apply grants or gifts which are unrestricted in  
11 use to any cost or expense of CONTRACTOR in which COUNTY participates.

12          26.    FINAL REPORT

13          CONTRACTOR shall complete and submit to ADMINISTRATOR a final report within  
14 sixty (60) days after the termination of this Agreement, which shall summarize the activities and  
15 services provided by CONTRACTOR during the term of this Agreement. CONTRACTOR and  
16 ADMINISTRATOR may mutually agree to modify the date upon which the final report must be  
17 submitted. Any agreement must be in writing.

18          27.    INDEPENDENT AUDIT

19          27.1   CONTRACTOR shall employ a licensed certified public accountant who shall  
20 prepare and file with ADMINISTRATOR an annual organization-wide audit of related  
21 expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well  
22 as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements,  
23 Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to  
24 the aforementioned regulations for any year covered during the term of this Agreement,  
25 CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of  
26 CONTRACTOR's financial statements. The audit must be performed in accordance with  
27 generally accepted government auditing standards.

28          27.2   It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1

1 through June 30. CONTRACTOR shall provide ADMINISTRATOR its organization-wide audit  
2 within fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to  
3 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment  
4 under this or any subsequent Agreement with CONTRACTOR until such time as the required audit  
5 is provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit  
6 submission deadline upon notice to CONTRACTOR.

7 **28. RECORDS, INSPECTIONS, AND AUDITS**

8 **28.1 Financial Records**

9 28.1.1 CONTRACTOR shall prepare and maintain accurate and complete  
10 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five  
11 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,  
12 State, and federal audits are completed, whichever is later.

13 28.1.2 CONTRACTOR shall establish and maintain reasonable accounting,  
14 internal control, and financial reporting standards in conformity with generally accepted  
15 accounting principles established by the American Institute of Certified Public Accountants and  
16 to the satisfaction of ADMINISTRATOR.

17 **28.2 Client Records**

18 28.2.1 CONTRACTOR shall prepare and maintain accurate and complete records  
19 of clients served and dates and type of services provided under the terms of this Agreement in a  
20 form acceptable to ADMINISTRATOR.

21 28.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR  
22 during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment  
23 under this Agreement, or until all pending COUNTY, State, and federal audits are completed,  
24 whichever is later. These records shall be stored in Orange County, unless CONTRACTOR  
25 requests and COUNTY provides written approval for the right to store the records in another  
26 county. Notwithstanding anything to the contrary, upon termination of this Agreement,  
27 CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in  
28 accordance with Subparagraph 43.2.

1           28.2.3 COUNTY may refuse payment for a claim if client records are determined  
2 by COUNTY to be incomplete or inaccurate. In the event client records are determined to be  
3 incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an  
4 overpayment within the provisions of this Agreement.

5           28.3 Public Records

6           To the extent permissible under the law, all records, including, but not limited to,  
7 reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may  
8 be subject to public disclosure. COUNTY will not be liable for any such disclosure.

9           28.4 Inspections and Audits

10           28.4.1 The U.S. Department of Health and Human Services, Comptroller General  
11 of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's  
12 Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall  
13 have access to any books, documents, papers, and records, including medical records, of  
14 CONTRACTOR which any of them may determine to be pertinent to this Agreement. Further, all  
15 the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate  
16 the work performed or being performed under this Agreement and the premises in which it is being  
17 performed.

18           28.4.2 CONTRACTOR shall make its books and records available within the  
19 borders of Orange County within ten (10) days of receipt of written demand by  
20 ADMINISTRATOR.

21           28.4.3 In the event CONTRACTOR does not make available its books and  
22 financial records within the borders of Orange County, CONTRACTOR agrees to pay all  
23 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to  
24 obtain CONTRACTOR's books and records.

25           28.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's  
26 liability to the State or Federal Government or any agency thereof resulting from any  
27 disallowances or other audit exceptions to the extent that such liability is attributable to  
28 CONTRACTOR's failure to perform under this Agreement.

1           28.5   Evaluation Studies

2           CONTRACTOR shall participate, as requested by COUNTY, in research and/or  
3           evaluative studies designed to show the effectiveness and/or efficiency of CONTRACTOR's  
4           services or provide information about CONTRACTOR's project.

5           29.    PERSONNEL DISCLOSURE

6           29.1    This Paragraph 29 applies to all of CONTRACTOR's personnel providing services  
7           through this Agreement, paid and unpaid, including those identified in Paragraph 20 of Exhibit A  
8           (hereinafter referred to as "Personnel").

9           29.2    CONTRACTOR shall make available to ADMINISTRATOR a current list of all  
10          Personnel providing services hereunder, including résumés and job applications. Changes to the  
11          list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé  
12          and/or job application. The list shall include:

13                29.2.1 Names and dates of birth of all Personnel by title, whose direct services are  
14                required to provide the programs described herein;

15                29.2.2 A brief description of the functions of each position and the hours each  
16                person works each week, or for part-time Personnel, each day or month, as appropriate;

17                29.2.3 The professional degree, if applicable, and experience required for each  
18                position; and

19                29.2.4 The language skill, if applicable, for all Personnel.

20          29.3    Where authorized by law, and in a manner consistent with California Government  
21          Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed  
22          information regarding the conviction of a crime, by any court, for offenses other than minor traffic  
23          offenses. Information discovered subsequent to the hiring or promotion of any prospective  
24          Personnel shall be cause for termination from the performance of services under this Agreement.

25          29.4    Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,  
26          a clearance on the following public websites of the names and dates of birth for all Personnel who  
27          will have direct, interactive contact with clients served through this Agreement: U.S. Department  
28          of Justice National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender

1 Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

2 29.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,  
3 a criminal record background check on all Personnel who will have direct, interactive contact with  
4 clients served through this Agreement. Background checks conducted through the California  
5 Department of Justice shall include a check of the California Central Child Abuse Index, when  
6 applicable. Candidates will satisfy background checks consistent with this Paragraph and their  
7 performance of services under this Agreement.

8 29.6 CONTRACTOR shall ensure that clearances and background checks described in  
9 Subparagraphs 29.4 and 29.5 are completed prior to CONTRACTOR's Personnel providing  
10 services under this Agreement.

11 29.7 In the event a record is revealed through the processes described in Subparagraphs  
12 29.4 and 29.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of  
13 Personnel providing services through this Agreement.

14 29.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to  
15 provide services under this Agreement have satisfactory past work records and/or reference checks  
16 indicating their ability to perform the required duties and accept the kind of responsibility  
17 anticipated under this Agreement. CONTRACTOR shall maintain records of background  
18 investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel  
19 assigned to provide services under this Agreement, for a minimum of five (5) years from the date  
20 of final payment under this Agreement, or until all pending COUNTY, State, and federal audits  
21 are completed, whichever is later, in compliance with all applicable laws.

22 29.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
23 arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any  
24 Personnel performing services under this Agreement, when such information becomes known to  
25 CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to  
26 provide services under this Agreement and shall provide notice of such determination to  
27 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's  
28 decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 21 above.

1           29.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
2 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

3           29.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel  
4 from the performance of services under this Agreement. At the request of COUNTY,  
5 CONTRACTOR shall immediately replace said Personnel.

6           29.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated  
7 for cause from working on this Agreement.

8           29.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph  
9 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the  
10 terms and conditions of this Agreement.

11       30.    EMPLOYMENT ELIGIBILITY VERIFICATION

12           As applicable, CONTRACTOR warrants that it fully complies with all federal and State  
13 statutes and regulations regarding the employment of aliens and others, and that all its employees  
14 performing work under this Agreement meet the citizenship or alien status requirement set forth  
15 in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing  
16 work hereunder, all verification and other documentation of employment eligibility status required  
17 by federal or State statutes and regulations including, but not limited to, the Immigration Reform  
18 and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may  
19 be hereafter amended. CONTRACTOR shall retain all such documentation for all covered  
20 employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with  
21 counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its agents, officers  
22 and employees from employer sanctions and any other liability which may be assessed against  
23 CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or  
24 State statutes or regulations pertaining to the eligibility for employment of any persons performing  
25 work under this Agreement.

26       31.    CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

27           CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure  
28 that all employees, agents, subcontractors, and all other individuals performing services under this

1 Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section  
2 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of  
3 the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees,  
4 agents, subcontractors, and all other individuals performing services under this Agreement to sign  
5 a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and  
6 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set  
7 forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as  
8 they now exist or as they may hereafter be amended.

9 32. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY  
10 LAW

11 CONTRACTOR shall notify and provide to its employees, a fact sheet regarding the Safely  
12 Surrendered Baby Law, its implementation in Orange County, and where and how to safely  
13 surrender a baby. The fact sheet is available on the Internet at [www.babysafe.ca.gov](http://www.babysafe.ca.gov) for printing  
14 purposes. The information shall be posted in all reception areas where clients are served.

15 33. CONFIDENTIALITY

16 33.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to  
17 WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of  
18 law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may  
19 now exist or be hereafter amended.

20 33.2 All records and information concerning any and all persons referred to  
21 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential  
22 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other  
23 individuals performing services under this Agreement. CONTRACTOR shall require all of its  
24 employees, agents, subcontractors, and all other individuals performing services under this  
25 Agreement to sign an agreement with CONTRACTOR before commencing the provision of any  
26 such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms  
27 of this Agreement.

28 33.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all



1 other individuals performing services under this Agreement of this provision and that any person  
2 violating the provisions of said California state law may be guilty of a crime.

3 33.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject  
4 to the confidentiality requirements of this Agreement.

5 33.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect  
6 to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw,  
7 and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may  
8 hereafter be amended.

9 33.5.1 No access, disclosure, or release of information regarding a child who is the  
10 subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is  
11 in doubt, no such information shall be released without the written approval of a Judge of the  
12 Juvenile Court.

13 33.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court  
14 before allowing any child to be interviewed, photographed, or recorded by any publication or  
15 organization, or to appear on any radio, television, or internet broadcast or make any other public  
16 appearance. Such approval shall be requested through child's Social Worker.

17 34. SECURITY

18 34.1 Security Requirements

19 34.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and  
20 COUNTY-related records and information pursuant to all statutory laws relating to privacy and  
21 confidentiality that currently exists or exists at any time during the term of this Agreement.  
22 CONTRACTOR represents and warrants that it has implemented and will maintain during the  
23 term of this Agreement administrative, physical, and technical safeguards to reasonably protect  
24 private and confidential client information, to protect against anticipated threats to the security or  
25 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or  
26 use of COUNTY data. Such safeguards and controls shall include at a minimum:

27 34.1.1.1 Storage of confidential paper files that ensures records are  
28 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

1                   34.1.1.2 Control of access to physical and electronic records to ensure  
2 COUNTY data is accessed only by individuals with a need to know for the delivery of contract  
3 services.

4                   34.1.1.3 Control to prevent unauthorized access and to prevent  
5 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

6                   34.1.1.4 Firewall protection.

7                   34.1.1.5 Use of encryption methods of electronic COUNTY data while  
8 in transit from CONTRACTOR networks to external networks, when applicable.

9                   34.1.1.6 Measures to securely store all COUNTY data, including, but not  
10 be limited to, encryption at rest and multiple levels of authentication and measures to ensure  
11 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.  
12 CONTRACTOR further represents and warrants that it has implemented and will maintain during  
13 the term of this Agreement administrative, technical, and physical safeguards and controls  
14 consistent with State and federal security requirements.

15                   34.2 Security Breach Notification

16                   34.2.1 CONTRACTOR shall have policies and procedures in place for the  
17 effective management of Security Breaches, as defined below. In the event of any actual,  
18 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR  
19 experiences or learns of that either compromises or could reasonably be expected to comprise  
20 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security  
21 Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such  
22 notification, CONTRACTOR shall, at its own expense, immediately:

23                   34.2.1.1 Investigate to determine the nature and extent of the Security  
24 Breach.

25                   34.2.1.2 Contain the incident by taking necessary action, including, but  
26 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in  
27 security.

28                   34.2.1.3 Report to COUNTY the nature of the Security Breach, the

1 COUNTY data used or disclosed, the person who made the unauthorized use or received the  
2 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect  
3 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will  
4 take to prevent future similar unauthorized use or disclosure.

5 34.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will  
6 determine what actions are necessary in response to the Security Breach and who will perform  
7 these actions. Actions may include, but are not limited to: notifications; investigation and  
8 remediation costs, including notification of all whose personal information was disclosed; outside  
9 investigation; forensics; counsel; crisis management; and credit monitoring. In the event  
10 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall  
11 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection  
12 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally  
13 required actions.

14 35. COPYRIGHT ACCESS

15 The U.S. Department of Health and Human Services, the CDSS, and COUNTY will have  
16 a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now and  
17 hereafter, all material developed under this Agreement, including those covered by copyright.

18 36. WAIVER

19 No delay or omission by either party hereto to exercise any right or power accruing upon  
20 any noncompliance or default by the other party with respect to any of the terms of this Agreement  
21 shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of  
22 the parties hereto of any of the covenants, conditions, or agreements to be performed by the other  
23 shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant,  
24 condition, or agreement herein contained.

25 37. SERVICES DURING EMERGENCY AND/OR DISASTER

26 37.1 CONTRACTOR acknowledges that service usage may surge during or after an  
27 emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden,  
28 urgent, usually unexpected occurrence or event requiring immediate action to protect the health

1 and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in  
2 property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as  
3 described above may require resources or support beyond the local government's capability and  
4 will typically involve a proclamation of a local emergency by the local governing body (e.g., city  
5 council, county board of supervisors, or state) and may be declared at the federal level by the  
6 President of the United States.

7 37.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust  
8 service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY  
9 identifies as being impacted by emergencies and/or disasters. Time limited adjustments may  
10 include, but are not limited to: providing services at different location(s), assigning staff to work  
11 days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents  
12 (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and  
13 prioritizing services for staff as requested by COUNTY.

14 37.3 CONTRACTOR shall service COUNTY during emergencies and/or declared  
15 disaster under the same terms and conditions that apply during non-emergency/disaster conditions.  
16 With the exception of overtime hours which require pre-authorization, reimbursement of ordinary  
17 expenditures provided during or after an emergency/disaster shall be calculated by the same rates  
18 that apply during non-emergency/disaster conditions.

19 38. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

20 38.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use  
21 and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including  
22 commercial advertisement, promotional purposes, announcements, displays, or press releases,  
23 without COUNTY's prior written consent is expressly prohibited.

24 38.2 CONTRACTOR may develop and publish information related to this Agreement  
25 where all of the following conditions are satisfied:

26 38.2.1 ADMINISTRATOR provides its written approval of the content and  
27 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the  
28 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

1           38.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes  
2 a statement that the program, wholly or in part, is funded through County, State, and Federal  
3 Government funds;

4           38.2.3 The information does not give the appearance that the COUNTY, its  
5 officers, employees, or agencies endorse:

6                   38.2.3.1 Any commercial product or service; and

7                   38.2.3.2 Any product or service provided by CONTRACTOR, unless  
8 approved in writing by ADMINISTRATOR; and

9           38.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,  
10 or other publicly available social media sites) to publish information related to this Agreement,  
11 CONTRACTOR shall develop social media policies and procedures and have them available to  
12 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy  
13 and Procedures as they pertain to any social media developed in support of the services described  
14 within this Agreement. The policy is available on the Internet at  
15 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

16 39. ENERGY EFFICIENCY STANDARDS

17 As applicable, CONTRACTOR shall comply with the mandatory standards and policies  
18 relating to energy efficiency in the State Energy Conservation Plan (Title 24, CCR).

19 40. ENVIRONMENTAL PROTECTION STANDARDS

20 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC Section 7401  
21 et seq.], the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive Order 11738 and  
22 Environmental Protection Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR),  
23 as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR  
24 assures that:

25 40.1 No facility to be utilized in the performance of the proposed grant has been listed  
26 on the EPA List of Violating Facilities;

27 40.2 It will notify COUNTY prior to award of the receipt of any communication from  
28 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the

1 grant is under consideration to be listed on the EPA List of Violating Facilities; and

2 40.3 It will notify COUNTY and EPA about any known violation of the above laws and  
3 regulations.

4 41. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE  
5 CERTAIN FEDERAL TRANSACTIONS

6 41.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121  
7 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down  
8 by the Office of Management and Budget (OMB) and published in the Federal Register dated  
9 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it  
10 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must  
11 contain, and CONTRACTOR must certify compliance utilizing a form provided by  
12 ADMINISTRATOR that cites the following:

13 41.1.1 The definitions and prohibitions contained in the clause at Federal  
14 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal  
15 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph  
16 41.1.2 of this certification.

17 41.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her  
18 knowledge and belief as of December 23, 1989, that

19 41.1.2.1 No federal appropriated funds have been paid or will be paid to  
20 any person for influencing or attempting to influence an officer or employee of any agency, a  
21 Member of Congress, an officer or employee of Congress, or an employee of a Member of  
22 Congress on his or her behalf in connection with the awarding of any federal contract, the making  
23 of any federal grant, the making of any federal loan, the entering into of any cooperative  
24 agreement, and the extension, continuation, renewal, amendment, or modification of any federal  
25 contract, grant, loan or cooperative agreement;

26 41.1.2.2 If any funds other than federal appropriated funds (including  
27 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any  
28 person for influencing or attempting to influence an officer or employee of any agency, a Member

1 of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his  
2 or her behalf in connection with this solicitation, the offeror shall complete and submit with its  
3 offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;  
4 and

5 41.1.2.3 He or she will include the language of this certification in all  
6 subcontract awards at any tier and require that all recipients of subcontract awards in excess of  
7 \$100,000 shall certify and disclose accordingly.

8 41.1.3 Submission of this certification and disclosure is a prerequisite for making  
9 or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes  
10 an expenditure prohibited under this provision or who fails to file or amend the disclosure form to  
11 be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000,  
12 and not more than \$100,000, for each such failure.

13 42. POLITICAL ACTIVITY

14 CONTRACTOR agrees that the funds provided herein shall not be used to promote,  
15 directly or indirectly, any political party, political candidate, or political activity, except as  
16 permitted by law.

17 43. TERMINATION PROVISIONS

18 43.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately  
19 with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice  
20 shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any  
21 breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of  
22 CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable  
23 control, and repeated or continued violations of COUNTY ordinances unrelated to performance  
24 under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless  
25 disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to  
26 terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

27 43.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon  
28 notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to

1 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,  
2 and pertinent documents. The Transition Period may be modified as agreed upon in writing by the  
3 parties. During the Transition Period, service and data access shall continue to be made available  
4 to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or  
5 transitioning all data in the format determined by COUNTY.

6 43.3 In the event of termination of this Agreement, cessation of business by  
7 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide  
8 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to  
9 promptly provide to COUNTY the COUNTY data if requested to do so on such media as  
10 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this  
11 Agreement.

12 43.4 The obligations of COUNTY under this Agreement are contingent upon the  
13 availability of federal and/or State funds, as applicable, for the reimbursement of  
14 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the  
15 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement  
16 remains in effect or operation. In the event that such funding is terminated or reduced,  
17 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum  
18 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall  
19 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
20 notification of such determination. CONTRACTOR shall immediately comply with  
21 ADMINISTRATOR's decision.

22 43.5 If any term, covenant, condition, or provision of this Agreement or the application  
23 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement  
24 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated  
25 thereby.

26 44. GOVERNING LAW AND VENUE

27 This Agreement has been negotiated and executed in the State of California and shall be  
28 governed by and construed under the laws of the State of California, without reference to conflict



of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

45. SIGNATURE IN COUNTERPARTS

45.1 The parties agree that separate copies of this Agreement may be signed by each of the parties, and this Agreement will have the same force and effect as if the original had been signed by all the parties.

45.2 CONTRACTOR represents and warrants that the person executing this Agreement on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

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WHEREFORE, the parties hereto have executed this Agreement in the County of Orange, California.

By: \_\_\_\_\_ By: \_\_\_\_\_  
VITKA EISEN CHAIRWOMAN  
CHIEF EXECUTIVE OFFICER OF THE BOARD OF SUPERVISORS  
HEALTHRIGHT360 COUNTY OF ORANGE, CALIFORNIA

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535  
ATTEST:

\_\_\_\_\_  
ROBIN STIELER  
Clerk of the Board  
Orange County, California

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

By: \_\_\_\_\_  
DEPUTY

Dated: \_\_\_\_\_

EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
HEALTHRIGHT 360  
FOR THE PROVISION OF  
MOTHER AND CHILD RESIDENTIAL HOMES SERVICES  
AT TUSTIN FAMILY CAMPUS

1. POPULATION TO BE SERVED

CONTRACTOR shall provide transitional housing and supportive services to individuals eighteen (18) years or older who have care and control of their child(ren), hereinafter referred to as “Mother” or “Mothers,” to aid in their transition to independent living. The Mother and Child Residential Homes Services Program at Tustin Family Campus, hereinafter referred to as “Program,” shall provide transitional support and housing for up to fifteen (15) Mothers residing with their children, for a maximum of fifty-two (52) people, on a monthly basis. The expected length of stay for Mothers who fully complete in the Program is can be from nine (9) months up to eighteen (18) months. Mothers shall be voluntary participants who have demonstrated substance abuse issues that impact their parenting and ability to support their children, and could benefit from a residential program. ADMINISTRATOR shall ensure Mothers referred participate in an ongoing ~~Social Services Agency (SSA) P~~ program and encourage Mothers to demonstrate a substance-free lifestyle while in this Program. The Mothers are eligible for referral by ADMINISTRATOR to the Program if the following requirements are met:

1.1 Have care and control of at least one (1) child between the ages of birth through ten (10) years residing with her. Mothers with children older than ten (10) years of age may be referred on a case-by-case basis.

~~1.1.2~~ 1.2 Have a substance abuse history that has impacted their parenting and ability to

1 support their children.

2 ~~2.~~ ELIGIBILITY REQUIREMENTS

3 ~~CONTRACTOR shall accept eligible Mothers to participate in the Program who:~~

4 ~~2.1 — Are referred by ADMINISTRATOR.~~

5 ~~2.2 — Have care and control of at least one (1) child between the ages of birth through ten~~  
 6 ~~(10) years residing with her; however, Mothers with children older than age ten (10) years may be~~  
 7 ~~accepted with prior approval of ADMINISTRATOR.~~

8 ~~2.3 — Are pregnant and who also have open cases with one (1) or two (2) other children~~  
 9 ~~that are in their care and control.~~

10 ~~2.4 — Complete an application related to why she wants to enter the Program and what~~  
 11 ~~she wants to gain from the Program.~~

12 ~~2.5 — Participate in an Assessment/Intake interview.~~

13 ~~2.6 — Pledge to maintain sobriety (after acceptance into the Program).~~

14 ~~2.7 — Enroll in an educational program; and/or be employed; and/or attend at least eighty~~  
 15 ~~percent (80%) of Programming, as described in Subparagraph of this Agreement.~~

16 ~~2.8 — Sign a Waiver and Release form as set forth in Subparagraph 3.6 of Exhibit A of~~  
 17 ~~this Agreement.~~

18 ~~3.2.~~ REFERRAL PROCESS

19 CONTRACTOR shall:

20 2.1 Provide evaluation of all referred Mothers who complete an application and are  
 21 determined by ADMINSTRATOR to be eligible to participate in the Program.

22 ~~3.12.2~~ Review information provided by ADMINISTRATOR prior to scheduling an  
 23 interview with each Mother.

24 ~~3.22.3~~ Contact each Mother to schedule an initial face-to-face interview, within three (3)  
 25 business days of receipt of the referral from ADMINISTRATOR.

26 ~~3.32.4~~ Conduct the initial face-to-face interview at TFC facility, Mother's home, or other  
 27 mutually agreed upon location, within fourteen (14) calendar days of referral.

28 ~~3.3.12.4.1~~ If Mother is working full-time or enrolled in an education or training

~~program,~~ CONTRACTOR shall provide an interview time and place that does not interfere with Mother's employment, education, or training activity.

~~3.4~~2.5 Interview each Mother, thus ensuring she understands the ultimate goal is to maintain sobriety, safely parent her child(ren), live independently, and to acquire and improve life and relationship skills.

~~3.5~~2.6 Provide each Mother with information regarding rights and responsibilities, including Program rules and compliance, grievance, and appeals processes.

~~3.6~~2.7 Ensure each Mother has executed a written Waiver and Release with ADMINISTRATOR prior to entering into the Program. In said Waiver and Release, Mother shall acknowledge that she is voluntarily entering the Program with the understanding that she will be waiving confidentiality and privacy rights otherwise guaranteed under California and Federal law. The voluntary Waiver and Release shall:

~~3.6.1~~2.7.1 Enable reports to be provided to ADMINISTRATOR regarding each Mother's progress in the Program.

~~3.6.2~~2.7.2 Allow assessments of the Program to be undertaken.

~~3.6.3~~2.7.3 ~~Allow some~~ Advise each Mother of restrictions to be placed upon visitation by family and friends, ~~as described in Subparagraph 6.5 of Exhibit A of this Agreement.~~

~~3.6.4~~2.7.4 Acknowledge that ~~her~~ a participating Mother's room is subject to reasonable searches by the CONTRACTOR for prohibited items.

~~3.7~~2.8 Obtain all necessary release forms.

~~3.8~~2.9 Collaborate with Assigned Social Worker to have a Mother's application re-evaluated for the Program if Mother misses or "no shows" for three (3) consecutive scheduled intake appointments.

#### 4.3. COUNTY RESPONSIBILITIES

~~ADMINISTRATOR shall:~~

~~4.1 — Collaborate with CONTRACTOR to ensure Mother's completion of or termination from the Program is conducted utilizing a strength-based philosophy.~~

~~4.2 — Inform CONTRACTOR of any known dangerous propensities of any Mother.~~

~~4.3 Collaborate with CONTRACTOR towards the development of a detailed Treatment Plan, as described in Subparagraph 3.11 of this Agreement.~~

~~Collaborate with CONTRACTOR in the maintenance of each Mother's constructive relationships with family members and involve family members in future planning.~~

COUNTY ~~shall~~will ~~:-P~~provide consultation and technical assistance and will monitor performance of CONTRACTOR in meeting the terms of this Agreement.

5.4. PRINCIPLES OF SERVICE

CONTRACTOR shall ensure the delivery of services is based on the following principles:

~~5.14.1~~ Provision of services shall be conducted in a manner responsive to literacy, language, and socio-cultural issues that may impact Mothers and their children;

~~5.24.2~~ Barriers relating to mental health and/or substance abuse issues shall be identified and Mother shall be provided the appropriate referrals;

~~5.34.3~~ Mothers and their children shall be actively referred to needed services and follow-up shall occur to ensure that the referrals were successful;

~~5.44.4~~ Opportunities shall be maximized to provide integrated, coordinated and easily accessible resources for Mothers and their children;

~~5.54.5~~ Services shall be family-friendly, ~~and~~ family-centered, and trauma-focused;

~~5.64.6~~ Services shall be community-based and provide integrated services that coordinate Federal, State and community funding opportunities;

~~5.74.7~~ Mother's strengths shall be identified, utilizing motivational and strength-based techniques;

~~5.84.8~~ Services shall motivate and encourage Mother's' participation in the Program to facilitate achieving sobriety, employment, education and self-sufficiency; and

~~5.94.9~~ Services shall be outcome-driven and identify indicators that accurately reflect progress towards goals and outcomes as stated in Paragraph 9 of Exhibit A of this Agreement.

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1 6.5. SERVICES TO BE PROVIDED

2 CONTRACTOR shall provide transitional housing and supportive services to Mothers, and  
3 assist Mothers in successfully parenting their children and maintaining a substance abuse free life  
4 style.

5 5.1 Intake and Assessment

6 CONTRACTOR shall:

7 ~~6.1.1~~5.1.1 Develop a written agreement with each Mother specifying the  
8 requirements for Program participation including signature lines to denote agreement with  
9 requirements.

10 ~~6.1.1.1~~5.1.1.1 The agreement shall be completed within seventy-two (72)  
11 hours, or as otherwise authorized by ADMINISTRATOR, of admission.

12 ~~6.1.2~~5.1.2 Collaborate with the Assigned Social Worker to ensure Mother's  
13 compliance with Juvenile Court case plan requirements to include monitoring Mother's sobriety  
14 and the child(ren)'s safety.

15 ~~6.1.3~~5.1.3 Collaborate with ADMINISTRATOR in assisting and developing  
16 with each Mother a strength-based and trauma-informed Treatment Plan, to build marketable skills  
17 and enhance Mother self-esteem in order to prepare her to enter the workforce. The Treatment  
18 Plan shall:

19 ~~6.1.3.1~~5.1.3.1 Include a plan for the children, including, but not limited to  
20 school attendance, child care, after-school activities, tutoring, sports, medical and dental  
21 appointments, and Counseling.

22 ~~6.1.3.2~~5.1.3.2 Be completed within seventy-two (72) hours, upon  
23 admission to the Program, and updated every ninety (90) days thereafter, unless otherwise  
24 approved by ADMINISTRATOR.

25 ~~6.1.4~~5.1.4 Identify Mother's barriers to employment and evaluate the need for  
26 referrals to other service providers in the community, including Health Care Agency's ~~(HCA's)~~  
27 Behavioral Health and Alcohol and Drug Abuse Services.

28 ~~6.1.5~~5.1.5 Evaluate Mother's need for supportive services that will assist and/or

1 enhance her ability to maintain sobriety, safely parent her child(ren), obtain or retain employment  
2 and/or continue her education.

3 5.1.6 Provide, ~~and coordinate, and/or~~ connect children to trauma focused and  
4 therapeutic services, as appropriate.

5 5.2 Program Models/Plans

6 CONTRACTOR shall ensure Mothers participate in the Education or Employment plans;  
7 as applicable, per their individual treatment plan.

8 5.2.1 Education-Model:

9 CONTRACTOR shall:

10 ~~6.1.5.15.2.1.1~~ CONTRACTOR shall Ensure that Mothers who are  
11 attending school show satisfactory academic progress to demonstrate successful advancement in  
12 meeting the educational goals as described in their Treatment Plan. CONTRACTOR shall ensure  
13 that each child is evaluated for school readiness and linked to appropriate services as needed.

14 ~~6.1.5.25.2.1.2~~ Encourage and assist Mothers in obtaining a High School  
15 diploma or General Education Development (GED) certificate and to enroll in college courses  
16 and/or literacy/GED tutoring.

17 ~~6.1.5.35.2.1.3~~ Encourage and assist Mother (if a high school graduate) in  
18 seeking higher education for the purposes of expanding future employment opportunities.

19 ~~6.1.65.2.2~~ Employment-Model/Plan:

20 CONTRACTOR shall:

21 ~~6.1.6.15.2.2.1~~ CONTRACTOR shall provide Provide training for Mothers  
22 on obtaining employment and assist in developing job retention skills. For Mothers who are  
23 CalWORKs participants, CONTRACTOR shall coordinate this training with CalWORKs staff.

24 ~~6.1.6.25.2.2.2~~ CONTRACTOR shall Link Mothers to a Workforce  
25 Development Board ~~(WDB)~~, CalWORKs Welfare-To-Work program, or other employment  
26 programs, to provide employment and training.

27 ~~6.1.6.35.2.2.3~~ CONTRACTOR shall Rrequire Mothers not attending  
28 school to participate in job training and/or job search by ~~while participating in the Program.~~



~~5.2.2.3.1 Mothers not attending school to participate in job search while participating in the Program. Mothers to participate in~~ participating in job search between ten (10) to twenty (20) hours per week, or as identified in their individual case plan, if enrolled in school; ~~and/or 5.2.2.3.2 Mothers to participate~~ participating in employment efforts for twenty (20) to thirty (30) hours per week, or as identified in their individual case plan, if not enrolled in school.

~~6.1.6.4~~ 5.2.2.4 Assist each Mother in seeking employment through daily communication regarding the job search, and providing support and assistance.

~~6.1.6.5~~ 5.2.2.5 Discuss job progression to assist Mothers in understanding that the first job may not be ideal; however, it can be a stepping-stone to a better job.

### 5.3 Case Management

CONTRACTOR shall:

~~6.1.7~~ 5.3.1 ~~CONTRACTOR shall:~~ Provide case management services to all Mothers and their children.

~~6.1.8~~ 5.3.2 Meet daily, or as otherwise approved by ADMINISTRATOR ~~SSA~~, with each Mother.

~~6.1.9~~ 5.3.3 Provide care coordination to each Mother and their child(ren) including the following:

~~6.1.9.15~~ 5.3.3.1 All medical, dental, mental health and non-medical care;

~~6.1.9.25~~ 5.3.3.2 Compliance with Juvenile Court case plan;

~~6.1.9.35~~ 5.3.3.3 Resources and support, including personal care services;

~~6.1.9.45~~ 5.3.3.4 Support networks;

~~6.1.9.55~~ 5.3.3.5 Information and care among staff; and

~~6.1.9.65~~ 5.3.3.6 Advocacy for successful educational experiences for each Mother and each child.

~~6.1.10~~ 5.3.4 Conduct a monthly staff conference to discuss the status of each Mother.

~~6.1.11 Conduct a case conference with the Assigned Social Worker if CONTRACTOR determines that Program services for a Mother may need to be terminated. If the~~

~~Assigned Social Worker agrees that termination is warranted, CONTRACTOR shall provide a written termination notice to SSA with specific details supporting the decision.~~

#### 6.25.4 Life Skills Education and Training

CONTRACTOR shall:

5.4.1 Assist each Mother in developing the life skills necessary to be considered self-sufficient and maintain permanent housing and employment.

~~6.2.1~~5.4.2 Provide training components on interpersonal relationships, parenting, sex education, personal safety and hygiene, health issues, alcohol, drugs, tobacco, anger management, budget management, banking, nutrition, meal planning, cooking, shopping, and other topics as they are identified.

~~6.2.2 Assist each Mother in developing the life skills necessary to secure and maintain permanent housing and employment.~~

~~6.2.3 Assist each Mother in developing a better understanding of individual relationships.~~

~~Provide services to Mothers to assist them in successfully developing life skills in order to be considered self-sufficient and exit the Program.~~

~~6.2.4~~5.4.3 Discuss and evaluate Mother's monthly budget, planning and money management, teach money management skills, and provide assistance to develop a budget in order to facilitate self-sufficiency.

~~6.2.5~~5.4.4 Teach Mothers conflict resolution skills consisting of problem solving skills, principles of conflict resolution, the basics of effective communication and listening, critical and creative thinking, with an emphasis on personal responsibility, and self-discipline.

#### 6.35.5 Parenting Skills and Child Development Education

CONTRACTOR shall:

~~6.3.1~~5.5.1 Assist each Mother in developing appropriate parenting skills, knowledge of child development milestones, and child safety skills and awareness.

~~6.3.2~~5.5.2 Utilize ~~the~~ evidenced-based programs ~~Strengthening Families Program~~ for Mothers with their children, ~~ages three (3) years and older~~ which includes a parenting

1 training program, children's skills program, and a family skills training program in which both  
2 parents and their children practice new behaviors.

3 ~~6.3.3~~5.5.3 Promote opportunities for Mothers to spend available time to be  
4 coaches for their children that are enrolled in the TFC Early Childhood Development Center as  
5 follows:

6 ~~6.3.3.1~~5.5.3.1 During meal times.

7 ~~6.3.3.2~~5.5.3.2 During learning activities.

8 ~~6.3.3.3~~5.5.3.3 When not otherwise engaged in job searches, school  
9 education activities (i.e. college courses), substance abuse treatment plan goals, or other activities  
10 as defined in this Agreement.

11 ~~6.3.4 Provide other evidence based prevention programs for Mothers with~~  
12 ~~children less than three (3) years of age.~~

13 ~~6.3.5~~5.5.4 Educate Mothers on child abuse laws and reporting.

14 ~~6.3.6 Coordinate Mother's visits, for activities defined under Subparagraph 5.6.3~~  
15 ~~of this Exhibit A, with the TFC Early Childhood Education Services program and ensure there are~~  
16 ~~no unnecessary interruptions with Mother's or Child's schedules and program participation.~~

17 ~~6.3.7~~5.5.5 Educate Mothers to use mealtimes ~~Provide Mothers the "Dinners on~~  
18 ~~the Table" intervention designed to teach Mothers to use mealtimes~~ as an opportunity to build  
19 family connections and foster constructive communication.

20 ~~6.3.8~~5.5.6 Provide Mother's referrals for appropriate developmental  
21 screenings and services for children that do not attend the TFC Early Childhood Development  
22 Center. CONTRACTOR may also link families to other organizations for these services and  
23 follow-up to ensure the link was successful.

24 ~~6.3.9~~5.5.7 Provide Mother's referrals for their children to educational,  
25 physical health and trauma informed mental health services, if needed.

26 ~~6.3.10~~5.5.8 Provide activities for children that promote early childhood  
27 development.

28 ~~6.4~~5.6 Child Care/School Enrollment:

1 CONTRACTOR shall:

2 ~~6.4.1~~5.6.1 ~~CONTRACTOR shall~~ Assist Mothers in accessing subsidized  
3 child care or funding through available community programs.

4 ~~6.4.2~~5.6.2 Provide a plan for child care coverage during the support group  
5 sessions.

6 ~~6.4.3~~5.6.3 Coordinate enrollment for the children to attend the TFC Early  
7 Childhood Development Center, as space permits; or a public or private school, as well as before  
8 and after school programs, and holiday and summer child care programs, if the children are of  
9 school age.

10 ~~6.5~~5.7 Substance Abuse Education and Testing

11 CONTRACTOR shall:

12 ~~6.5.1~~5.7.1 Assist Mothers to maintain a substance-free lifestyle and encourage  
13 a healthy living condition that reinforces sobriety by providing:

14 ~~6.5.1.1~~5.7.1.1 Random observed urine drug testing on-site;

15 ~~6.5.1.2~~5.7.1.2 Case management services, as described in Subparagraph  
16 5.3;

17 ~~6.5.1.3~~5.7.1.3 Individual substance abuse counseling;

18 ~~6.5.1.4~~5.7.1.4 Group counseling;

19 ~~6.5.1.5~~5.7.1.5 Self-help groups;

20 ~~6.5.1.6~~5.7.1.6 Relapse prevention and other peer support groups;

21 ~~6.5.1.7~~5.7.1.7 Sponsorship system; and

22 ~~6.5.1.8~~5.7.1.8 Crisis intervention.

23 ~~6.5.2~~5.7.2 Assist each Mother in Program participation and support their case  
24 plan requirements related to substance abuse education, ~~and~~ drug testing, and attendance in  
25 Alcoholics Anonymous/Narcotics Anonymous (AA/NA) meetings, ~~and the importance of~~  
26 ~~sobriety to the parent child relationship.~~

27 ~~6.5.3~~5.7.3 Provide a plan to ensure that there are no controlled substances  
28 and/or alcohol on the premises and establish and enforce a zero tolerance policy.

1 ~~6.5.4~~5.7.4 Establish and enforce a plan and ground rules in consultation with  
 2 Assigned Social Worker, should a Mother be found to be under the influence of a controlled  
 3 substance or alcohol, as determined by CONTRACTOR.

4 ~~6.5.5—Provider will support case plan requirements for substance abuse testing and~~  
 5 ~~AA/NA participation.~~

6 ~~6.6~~5.8 Support Networks

7 CONTRACTOR shall:

8 ~~6.6.1~~5.8.1 ~~Participate in~~ Provide services to build and support efforts to  
 9 ~~establish~~ enhance relationships between Mother, extended family members, and the child(ren)'s  
 10 father as appropriate, and to establish community resource partners that may serve as mentors or  
 11 support persons, as approved by Mother's Assigned Social Worker.

12 ~~6.6.2~~5.8.2 Facilitate and/or participate in outreach activities from which  
 13 Mothers and families may benefit.

14 ~~6.6.3—Provide services to build and support the Mother's and child(ren)'s~~  
 15 ~~relationships with family and community, which may also include the child(ren)'s father's~~  
 16 ~~engagement when appropriate.~~

17 ~~6.7~~5.9 Aftercare Services

18 CONTRACTOR shall:

19 ~~6.7.1~~5.9.1 ~~CONTRACTOR shall:~~ Provide coordination of aftercare services  
 20 for Mothers who have completed the Program and who are interested in participating in Aftercare  
 21 Services. Aftercare services include, but are not limited to, the following:

22 ~~6.7.1.1~~5.9.1.1 Inviting Mothers to participate in on-site support groups;

23 ~~6.7.1.2~~5.9.1.2 Assisting Mother's in maintaining weekly attendance at  
 24 AA/NA meetings;

25 ~~6.7.1.3~~5.9.1.3 Providing employment support, such as assisting Mothers  
 26 with job search, updating resumes, and refining interviewing skills:

27 ~~6.7.1.4~~5.9.1.4 Assistance to secure and maintain affordable childcare and  
 28 housing; and

1 ~~6.7.1.5~~5.9.1.5 Supporting linkage to community referrals and tracking  
2 success of referrals.

3 ~~6.7.2~~5.9.2 Track and assess/evaluate the success of each Mother on a monthly  
4 basis for the first six (6) months, then every three (3) months for the remaining two (2) years after  
5 leaving the Program by seeking feedback from Mothers regarding the aftercare services as  
6 described in Subparagraph 5.9.1 above.

7 ~~6.7.3~~5.9.3 Offer incentives to Mothers to participate in the Aftercare Services.  
8 Incentives shall be mutually determined by CONTRACTOR and ADMINISTRATOR.

9 7.6. PROGRAM POLICIES AND PROCEDURES

10 7.1.6.1 Bank Account/Savings and Budgeting Model/Plan:

11 CONTRACTOR shall:

12 ~~7.1.1~~6.1.1 ~~Require~~ Require and assist each Mother in establishing an interest  
13 bearing Federal Deposit Insurance Corporation (FDIC) or Federal Savings and Loan Insurance  
14 Corporation (FSLIC) savings account to the satisfaction of each Mother, unless otherwise  
15 determined by ADMINISTRATOR.

16 ~~7.8~~ — Savings:

17 ~~7.1.2~~ — ~~Contractor shall require all Mothers to open and maintain a savings account,~~  
18 ~~unless otherwise determined by ADMINISTRATOR, which will assist the Mothers once they~~  
19 ~~leave the Program. Require each Mother who is employed or has income from any source, to~~  
20 ~~deposit a minimum of thirty percent (30%) of her net income in her savings account to use after~~  
21 ~~completion of the Program.~~

22 ~~7.1.3~~6.1.2 Ensure each Mother who is employed or has income from any  
23 source, saves a minimum of thirty percent (30%) of her net income; in her savings account to use  
24 after completion of the Program. These funds shall be deposited in accordance with Subparagraph  
25 6.1.1 of Exhibit A of this Agreement, or as otherwise determined by ADMINISTRATOR. In the  
26 event CONTRACTOR collects funds directly from Mother, CONTRACTOR shall issue a signed  
27 receipt to Mother for such funds.

28 ~~7.1.4~~6.1.3 Require Mother to show copies of deposit slips, pay stubs, and bank

1 statements.

2 ~~7.2.2~~ 6.2.2 Personal Safety:

3 CONTRACTOR shall:

4 ~~7.2.1~~ 6.2.1 ~~CONTRACTOR shall require:~~ Require a All Mothers to attend  
5 safety courses including but not limited to First Aid and cardiopulmonary resuscitation (CPR)  
6 courses provided by the Program.

7 ~~7.2.2~~ 6.2.2 Require Mothers to demonstrate respectful and responsible behavior  
8 toward other Mothers in the Program, CONTRACTOR's staff, and members of the TFC  
9 community.

10 ~~7.3~~ 6.3 Visitors:

11 CONTRACTOR shall:

12 ~~7.3.1~~ 6.3.1 ~~CONTRACTOR shall R~~require all visitors to abide by visitation  
13 hours. ~~Hours shall be established by the TFC facility.~~

14 ~~7.3.2~~ 6.3.2 ~~CONTRACTOR shall M~~monitor the behavior of the visitor, and ask  
15 the visitor to leave if he/she acts inappropriately CONTRACTOR shall ~~H~~hold Mothers  
16 accountable for any problems/damages caused by their visitors.

17 ~~7.3.3~~ 6.3.3 ~~CONTRACTOR shall N~~not allow visitors in possession of or under  
18 the influence of a controlled substance and/or alcohol into the TFC facility.

19 ~~7.3.4~~ 6.3.4 ~~On-duty CONTRACTOR staff shall A~~address any problems that  
20 arise with a visitor during visitation.

21 ~~7.4~~ 6.4 Emergencies:

22 CONTRACTOR shall:

23 ~~7.4.1~~ 6.4.1 Aaddress all emergencies as soon as possible and ~~shall~~ notify  
24 ADMINISTRATOR as appropriate. An emergency is defined as anything requiring immediate  
25 attention or assistance from resources such as police, fire, or ambulance.

26 ~~7.4.2~~ 6.4.2 ~~CONTRACTOR shall P~~post emergency telephone numbers for  
27 police, fire, ambulance, poison control, SSA, and Case Manager's phone and emergency pager  
28 number next to the community house phone in the Mother and Child Residential Homes facility.

1                   ~~7.4.3~~6.4.3     ~~CONTRACTOR shall V~~ verbally notify the Assigned Social Worker  
 2 and the ~~SSA~~ Specialized Family Services (SFS) Continuing Program Manager or designee, within  
 3 twenty-four (24) hours of the emergency. This verbal report shall be followed by the submission  
 4 of a written Special Incident Report within seven (7) calendar days of the incident to Assigned  
 5 Social Worker.

6                   ~~7.5.6~~5     Medical Issues:

7                   CONTRACTOR shall:

8                   ~~7.5.1~~6.5.1     ~~Upon entry to the Program, CONTRACTOR shall~~ Clarify with  
 9 Mothers the appropriate resources to be used in the event of a medical issue and/or emergency  
 10 upon Mother's entry into the Program.

11                  ~~7.5.2~~6.5.2     In case of medical emergency with Mother or their children,  
 12 ~~CONTRACTOR shall~~ notify Assigned Social Worker and Specialized Family Services (SFS)  
 13 Continuing Program Manager or designees as soon as possible, although no later than the  
 14 following day.

15                  ~~7.6.6~~6     Lending or Borrowing Money:

16                  CONTRACTOR shall:

17                  ~~7.6.1~~6.6.1     ~~CONTRACTOR shall strongly D~~iscourage Mothers from lending  
 18 or borrowing money.

19                  ~~7.6.1~~6.6.1.1     Neither ADMINISTRATOR nor CONTRACTOR shall  
 20 assume responsibility for replacement or return of funds that a Mother lends or borrows.

21                  ~~7.6.2~~6.6.2     ~~As part of increasing Mothers' independence and self sufficiency,~~  
 22 ~~CONTRACTOR shall~~ Encourage each Mother to pay all debts in a timely manner.

23                  ~~7.7.6~~7     Budgeting and Payment of Bills:

24                  CONTRACTOR shall:

25                  ~~7.7.1~~6.7.1     ~~Hold Each Mother accountable for her budget and payment of bills,~~  
 26 as necessary.

27                  ~~7.7.2~~6.7.2     ~~Monitor each Mother on a weekly basis in order to prepare Mother~~  
 28 to live on a fixed income.



1 ~~7.7.3~~6.7.3 Work with each Mother on a monthly budget to develop skills  
 2 regarding a system of payment of bills for items such as utilities, telephone, rent, and other bills  
 3 once they leave the Program.

4 ~~7.8~~6.8 Pregnancy:

5 CONTRACTOR shall:

6 ~~7.8.1~~6.8.1 ~~CONTRACTOR shall~~ allow a pregnant Mother to continue her  
 7 involvement in the Program as long as appropriate progress towards her goals with reasonable  
 8 accommodations, is maintained, and Mother remains in compliance with Program requirements.

9 ~~7.9~~6.9 Discipline:

10 CONTRACTOR shall:

11 ~~7.9.1~~6.9.1 ~~CONTRACTOR shall~~ inform each Mother on discipline policies  
 12 and behavioral consequences, which may include, but is not limited to:

13 ~~7.9.1.1~~6.9.1.1 Visitor restrictions.

14 ~~7.9.1.2~~6.9.1.2 More frequent meetings with CONTRACTOR and/or  
 15 Assigned Social Worker.

16 ~~7.9.1.3~~6.9.1.3 Termination from the Program.

17 ~~7.9.2~~6.9.2 Consult with tThe Assigned Social Worker ~~shall to~~ determine  
 18 appropriate disciplinary action ~~with and obtain~~ the approval of the ~~SSA~~SFS Continuing Program  
 19 Manager and SSA Supervisor when behavioral consequences beyond standard interventions are  
 20 required.

21 ~~7.10~~6.10 Termination:

22 CONTRACTOR shall:

23 ~~7.10.1~~6.10.1 Follow termination guidelines as detailed in this Subparagraph. A  
 24 Mother may be terminated from the Program for the following reasons:

25 ~~7.10.1.1~~6.10.1.1 When it is determined by the Assigned Social  
 26 Worker that the children are no longer safe in the care of their Mother.

27 ~~7.10.1.2~~6.10.1.2 Failure to follow ~~the p~~Program rules or agreements.

28 ~~7.10.1.3~~6.10.1.3 Involvement in illegal or prohibited activities (e.g.,

1 use of alcohol, drugs, theft, assault, etc.).

2 ~~7.10.1.4~~6.10.1.4 Destruction of property.

3 ~~7.10.1.5~~6.10.1.5 Participation in high risk or unsafe behavior.

4 ~~7.10.1.6~~6.10.1.6 Continual misuse of allowance or personal money  
5 without demonstration of managing use of money in a responsible manner.

6 ~~7.10.1.7~~6.10.1.7 Violation of visitation policy.

7 ~~7.10.1.8~~6.10.1.8 Making threats of any nature to staff or other  
8 Mothers in the Program.

9 ~~7.10.1.9~~6.10.1.9 Absent without leave (~~AWOL~~) from the premises.

10 ~~7.10.1.10~~6.10.1.10 Arson.

11 ~~7.10.1.11~~6.10.1.11 Administrative termination when Mother's services  
12 are suspended due to administrative action (i.e., court decision, etc.).

13 6.10.2 Consult with the Assigned Social Worker, Senior Social Services  
14 Supervisor, and/or SFS Continuing Program Manager or designee prior to an immediate  
15 termination. Any Mother may be immediately terminated from the Program for any behavior or  
16 misconduct that jeopardizes the Program or anyone's personal safety or success in the Program  
17 including her own. Such behavior or acts can include, but are not limited to, violent acts or threats  
18 by any Mother that places the immediate safety of others in the community at risk of harm. ~~in~~  
19 ~~addition to termination provisions described in Subparagraph 7.22 and 7.24.1.~~

20 6.10.3 Consult with the Assigned Social Worker, Senior Social Services  
21 Supervisor, and/or SFS Continuing Program Manager or designee prior to a three (3) day notice  
22 of termination if CONTRACTOR would like to terminate a Mother from the Program for reasons  
23 besides those detailed in Subparagraph 6.10.2.

24 6.10.3.1 A case conference with the Assigned Social Worker may be  
25 requested by ADMINISTRATOR in such circumstances. If the ADMINISTRATOR agrees that  
26 termination is warranted, CONTRACTOR shall provide a written three (3) day termination notice  
27 to SSA with specific details supporting the decision. A separate three (3) day termination notice  
28 shall be given to the Mother.

~~Program. Conduct a case conference with the Assigned Social Worker if CONTRACTOR determines that Program services for a Mother may need to be terminated. If the Assigned Social Worker agrees that termination is warranted, CONTRACTOR shall provide a written termination notice to SSA with specific details supporting the decision.~~

~~CONTRACTOR may terminate any Mother from the Program with the concurrence of ADMINISTRATOR's Program Manager, upon three (3) business days advance written notice to Mother. The decision regarding termination of a Mother from the Program shall be binding on CONTRACTOR. On rare occasions, violent acts or threats by the Mother threatening other's safety may not warrant a three (3) day advanced notice, but may require the Mother's immediate termination from the program to ensure the safety of the rest of the community. In such instances, the CONTRACTOR shall consult with the Assigned Social Worker, Senior Social Services Supervisor and/or Program Manager prior to an immediate termination.~~

#### 8.7. CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall:

~~8.17.1~~ 8.17.1 Identify Mutual Clients, initiate and/or participate in multidisciplinary team (~~MDT~~) meetings and/or ~~CFT~~ Child and Family Team meetings, communicate with the Assigned Social Worker, develop a service plan, and provide ongoing prevention services.

~~8.27.2~~ 8.27.2 Utilize management reports or other tools designed to monitor and/or increase participation in the Program.

~~8.37.3~~ 8.37.3 Attend all mandated trainings/meetings as requested by ADMINISTRATOR.

~~8.47.4~~ 8.47.4 Provide each Mother with a volunteer mentor or staff while participating in the Program. Mothers shall receive help and support from the volunteer mentor or staff for interpersonal and social skills, and increase Mother's awareness of resources available to them in and around their community (i.e. life skills development). CONTRACTOR shall carefully screen each volunteer mentor or staff per ~~Subp~~ Paragraph 29 ~~Personnel Disclosure~~ of this Agreement prior to any contact with Mothers.

~~8.57.5~~ 8.57.5 Assist in connecting eligible Mothers with COUNTY CalWORKs staff. CONTRACTOR shall encourage eligible Mothers to apply.

1 ~~8.6~~7.6 Provide the basic essential needs for Mothers and their children who do not qualify  
2 for CalWORKs out of CONTRACTOR's budget, as described in Paragraph 19 of Exhibit A ~~of this~~  
3 ~~Agreement.~~

4 7.7 Provide ~~space for activities~~y-areas for to transitional support group discussions,  
5 skill instruction, ~~s-~~and educational programs.

6 ~~8.7~~ ~~Provide activity areas for support group discussions to help Mothers maintain~~  
7 ~~sobriety, promote self-sufficiency, address issues related to domestic violence, parenting, child~~  
8 ~~development, etc.~~

9 ~~8.8~~7.8 Provide assistance to Mothers when they leave the Program, including locating  
10 and/or maintaining affordable housing that costs no more than thirty percent (30%) of Mother's  
11 gross income.

12 ~~8.9~~7.9 Housing Allocation:

13 CONTRACTOR shall:

14 ~~8.9.1~~7.9.1 ~~During the length of the Mother and Child's stay, CONTRACTOR~~  
15 ~~shall~~ Pprovide residents with housing at TFC during the Mother and child's stay, to include  
16 utilities, transportation, purchase of food, cleaning supplies, telephone, cable and other necessities  
17 (i.e. basic needs).

18 ~~8.9.2~~7.9.2 Permit ADMINISTRATOR ~~will to~~ conduct an on-site evaluation of  
19 the Mother and Child Residential Homes facilities in order to observe sleeping arrangements and  
20 degree of privacy to be afforded to each Mother and her children.

21 ~~8.10~~7.10 Personal Needs:

22 CONTRACTOR shall:

23 ~~8.10.1~~7.10.1 Assist Mothers with the purchase of personal care items, including  
24 but not limited to toothpaste, toothbrush, soap, hair care items, hygienic supplies, diapers, etc., if  
25 they are unable to purchase these items themselves.

26 ~~8.10.2~~7.10.2 Provide a secure and separate storage area for personal items for  
27 each Mother. CONTRACTOR shall ensure cleanliness and warmth, by providing a sufficient  
28 amount of clean fresh towels, mattress pads, pillows, sheets, and blankets.

1 ~~8.10.3~~7.10.3 Ensure Mothers take their clothing and personal items with them  
 2 upon completion/termination from the Program, if feasible. If not, all clothing shall immediately  
 3 be stored separately and securely for each individual Mother by CONTRACTOR for a period of  
 4 thirty (30) calendar days.

5 ~~8.11~~7.11 Safeguard for Cash Resources, Personal Property and Valuables

6 CONTRACTOR shall:

7 ~~8.11.1~~7.11.1 ~~CONTRACTOR shall~~ assist each Mother in keeping cash  
 8 resources, personal property, and valuables separate and intact. CONTRACTOR shall maintain  
 9 accurate records of such resources.

10 ~~8.11.2~~7.11.2 Mother's contribution towards her savings goal, as established in  
 11 accordance with Subparagraph 6.1 of Exhibit A, or other cash resources, shall not be commingled  
 12 with CONTRACTOR's funds or petty cash and shall be released in full to Mother upon Mother's  
 13 completion/termination from the Program.

14 8. REPORTING REQUIREMENTS

15 8.1 CONTRACTOR shall provide information deemed necessary by  
 16 ADMINISTRATOR to complete any State-required reports related to the services provided under  
 17 this Agreement.

18 ~~8.12~~8.2 CONTRACTOR shall maintain records and submit reports containing such  
 19 data and information regarding the performance of CONTRACTOR's services, costs, or other data  
 20 relating to this Agreement, as requested by ADMINISTRATOR, upon a form approved by  
 21 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon  
 22 written notice to CONTRACTOR. CONTRACTOR shall submit the following reports:

23 ~~8.13~~8.3 Intake Report:

24 ~~8.13.1~~8.3.1 CONTRACTOR shall prepare an Intake Report on each Mother  
 25 within thirty (30) days of Mother's start in the Program.

26 ~~8.13.2~~8.3.2 The Intake Report shall include, but not be limited to the following:

27 ~~8.13.2.1~~8.3.2.1 Substance abuse history.

28 ~~8.13.2.2~~8.3.2.2 Identification of Mother's and child(ren)'s strengths;

1 ~~8.13.2.3~~8.3.2.3 Medical and dental needs;  
 2 ~~8.13.2.4~~8.3.2.4 Psychological/psychiatric evaluations obtained;  
 3 ~~8.13.2.5~~8.3.2.5 Case staffing review summaries;  
 4 ~~8.13.2.6~~8.3.2.6 Education Assessment;  
 5 ~~8.13.2.7~~8.3.2.7 Peer adjustment;  
 6 ~~8.13.2.8~~8.3.2.8 Relationship to staff;  
 7 ~~8.13.2.9~~8.3.2.9 Involvement in recreation programs;  
 8 ~~8.13.2.10~~8.3.2.10 Behavioral problems; and  
 9 ~~8.13.2.11~~8.3.2.11 Familial involvement/relationships/community  
 10 support.

11 ~~8.13.3~~8.3.3 Report shall be submitted to ADMINISTRATOR on a format  
 12 approved by ADMINISTRATOR.

13 ~~8.14~~8.4 Treatment Plan:

14 ~~8.14.1~~8.4.1 CONTRACTOR shall develop a Treatment Plan in partnership with  
 15 the Mother's treatment provider(s), including the Assigned Social Worker.

16 ~~8.14.2~~8.4.2 The Treatment Plan shall be completed within seventy-two (72)  
 17 hours of Mother's start in the Program.

18 ~~8.15~~8.5 Monthly Evaluation:

19 ~~8.15.1~~8.5.1 CONTRACTOR shall submit ongoing written evaluations, in the  
 20 form of an updated Treatment Plan, on each Mother to Mother's Assigned Social Worker on a  
 21 monthly basis, to be submitted within seven (7) calendar days following the monthly reporting  
 22 period. These evaluations shall include, but not be limited to:

23 ~~8.15.1.1~~8.5.1.1 Progress toward accomplishing goals and outcomes  
 24 addressed in Paragraph 9 of Exhibit A ~~of this Agreement~~.

25 ~~8.15.1.2~~8.5.1.2 Identification of Mother's unmet needs, assessment  
 26 of unmet needs, and efforts made to meet these needs.

27 ~~8.15.1.3~~8.5.1.3 Current status of Mother's and children's physical  
 28 and psychological health, including a report of medical care received and medication given.

1 ~~8.15.1.4~~8.5.1.4 Modification of the Treatment Plan; and, as  
 2 necessary, the tasks to be performed by Mother, and changes in the anticipated length of stay.

3 ~~8.15.1.5~~8.5.1.5 The number and dates of contacts with Mother's  
 4 Assigned Social Worker, psychiatrist(s), psychologist(s), ~~Assigned Social Worker~~, Marriage and  
 5 Family Therapist(s) ~~(MFT)~~, and/or Licensed Clinical Social Worker ~~(LCSW)~~ during the monthly  
 6 report.

7 ~~8.16~~8.6 Quarterly Performance Report:

8 ~~8.16.1~~8.6.1 CONTRACTOR shall provide a quarterly report of Mother's  
 9 performance relative to her goals and outcomes identified in Paragraph 9 ~~below of~~ Exhibit A. The  
 10 report shall be submitted to ADMINISTRATOR on a format approved by ADMINISTRATOR.

11 ~~8.17~~8.7 Termination Summary:

12 ~~8.17.1~~8.7.1 CONTRACTOR shall deliver to Mother's Assigned Social Worker  
 13 a closing summary of the records relating to the Mother's treatment within thirty (30) days of  
 14 Mother's completion/termination from the Program.

15 ~~8.17.2~~8.7.2 The Termination Summary shall include, but not be limited to: a  
 16 closing summary of all issues regularly reported in the Quarterly Performance Report, including  
 17 records relating to treatment of Mother and child(ren), Mother's progress, children's progress, dates  
 18 of service, extensions obtained, number of negative/positive urine tests during treatment, ~~G~~goal  
 19 ~~P~~progress (goal completion), documented behavioral changes to obtain goal, activity log of  
 20 attendance in services, summary of ~~client~~Mother's cooperation during length of treatment, and  
 21 statements regarding:

22 ~~8.17.2.1~~8.7.2.1 ~~Client's~~Mother's Insight regarding issue(s) that  
 23 required child protective services (if applicable).

24 ~~8.17.2.2~~8.7.2.2 Prognosis.

25 ~~8.17.2.3~~8.7.2.3 ~~Clients~~Mother's follow-up needs and/or unresolved  
 26 issues.

27 ~~8.17.2.4~~8.7.2.4 ~~Client~~Mother's Strengths.

28 ~~8.17.2.5~~8.7.2.5 Community Resource Linkage provided to

1 ~~client~~ Mother, which will include reason for termination (i.e. goal completion, adequate progress,  
2 refused/dropped out of services, authorization expired, other.

3 ~~8.17.3 For a minimum of two (2) years following completion of the Program,~~  
4 ~~CONTRACTOR shall complete the follow-up assessments and outcome evaluations as set forth~~  
5 ~~in Subparagraph of Exhibit A of this Agreement.~~

6 ~~8.18.8~~ 8.8 Aftercare Report:

7 ~~8.18.1~~ 8.8.1 For a minimum of two (2) years following completion of the  
8 Program, CONTRACTOR shall complete the follow-up assessments and outcome evaluations as  
9 set forth in Subparagraph 5.9.1 of Exhibit A ~~of this Agreement.~~

10 ~~8.18.2~~ 8.8.2 ~~Within the term of the Agreement,~~ CONTRACTOR shall provide  
11 an Aftercare Report section on client tracking data reports. ~~on a monthly basis for the first six (6)~~  
12 ~~months and then every three (3) months for the remaining two (2) years, following each Mother's~~  
13 ~~completion of the Program. The Aftercare Report shall include the results of follow up~~  
14 ~~assessments and outcome evaluations as described in Subparagraph 6.3.2 of Exhibit A of this~~  
15 ~~Agreement.~~

16 ~~8.19.9~~ 8.9 Absence:

17 ~~8.19.1~~ 8.9.1 An authorized absence is one that the Mother's Assigned Social  
18 Worker and CONTRACTOR have mutually agreed to.

19 ~~8.19.2~~ 8.9.2 If a Mother is aware that she will be expected to be out of the Mother  
20 and Child Residential Homes overnight, CONTRACTOR shall require Mother to report to her  
21 Assigned Social Worker and CONTRACTOR in advance of the absence.

22 ~~8.19.3~~ 8.9.3 CONTRACTOR shall notify Mother's Assigned Social Worker  
23 immediately after learning of Mother's unauthorized absence.

24 ~~8.19.4~~ 8.9.4 If Mother returns voluntarily, CONTRACTOR shall immediately  
25 notify Mother's Assigned Social Worker.

26 ~~8.19.5~~ 8.9.5 CONTRACTOR shall file a report in Mother's record of the action  
27 taken by CONTRACTOR, as a result of the absence.

28 ~~8.19.6~~ 8.9.6 Following Mother's return, CONTRACTOR shall conduct an



1 evaluation of Mother emphasizing the significance of the absence. All discussions resulting from  
2 the evaluation shall be documented in Mother's record.

3 ~~8.19.7~~8.9.7 CONTRACTOR shall maintain records of authorized and  
4 unauthorized absences in Mother's record.

5 ~~8.20~~8.10 Tracking Report:

6 ~~8.20.1~~8.10.1 CONTRACTOR shall provide a Tracking Report to  
7 ADMINISTRATOR on a monthly basis.

8 ~~8.20.2~~8.10.2 The Tracking Report will include, but not be limited to: Mother's  
9 name, age, gender of child(ren), assessment date, intake outcomes and decisions, date admitted to  
10 Program, referral resources, and outcomes.

11 ~~8.21~~8.11 Serious Illness, Accident/Injury, Hospitalization or Death:

12 ~~8.21.1~~8.11.1 CONTRACTOR shall immediately telephone Emergency (911) as  
13 the situation warrants, and/~~or or telephone Orangewood Children and Family Center Intake at~~  
14 ~~(714) 935-6565~~, Mother's Assigned Social Worker and the SSA SFS Continuing Program Manager  
15 or designee and make direct person-to-person contact upon CONTRACTOR becoming aware of  
16 any serious illness, accident/injury, hospitalization or death of any Mother or child in  
17 CONTRACTOR's care. If the Assigned Social Worker, SFS Continuing Program Manager, or  
18 designees are unavailable or if it is after hours/holiday/weekend, CONTRACTOR shall notify  
19 Orangewood Children and Family Center Intake Services at (714) 935-6565. This verbal report  
20 shall be followed by a written report to the SSA SFS Continuing Program Manager or designee  
21 within twenty-four (24) hours after such serious illness, serious accident/injury, hospitalization or  
22 death.

23 ~~8.21.2~~8.11.2 The verbal and written report shall include, but not be limited to:

24 ~~8.21.2.1~~8.11.2.1 The name of Mother and/or child;

25 ~~8.21.2.2~~8.11.2.2 The date, time, and location of serious illness,  
26 accident/injury, hospitalization, or death;

27 ~~8.21.2.3~~8.11.2.3 A complete, concise description of the incident;  
28 including the identities of all parties involved in the incident;

1 ~~8.21.2.4~~8.11.2.4 The program under which Mother or child was  
 2 receiving treatment; and

3 ~~8.21.2.5~~8.11.2.5 The name or names of CONTRACTOR's officers,  
 4 employees, agents, subcontractors, or volunteer staff with knowledge of the event.

5 ~~8.22~~8.12 Special Incidents:

6 ~~8.22.1~~8.12.1 CONTRACTOR shall immediately telephone Mother's Assigned  
 7 Social Worker and the SSA SFS Continuing Program Manager or designee, if any of the following  
 8 occurs:

9 ~~8.22.1.1~~8.12.1.1 Any behavior or activities by any Mother which  
 10 substantially disrupts activities within the Mother and Child Residential Homes and/or TFC  
 11 facility and jeopardizes the status, safety or health of the Mothers or children.

12 ~~8.22.1.2~~8.12.1.2 Any behavior or activities by CONTRACTOR staff  
 13 which substantially disrupts activities within the Mother and Child Residential Homes and/or TFC  
 14 facility and jeopardizes the status, safety or health of the Mothers or children.

15 ~~8.22.1.3~~8.12.1.3 Any other behavior or activity by the Mothers or  
 16 CONTRACTOR staff not listed above, which is required to be reported to ADMINISTRATOR.

17 ~~8.23~~8.13 The verbal report shall be followed by the submission of a written "Special  
 18 Incident Report" on a form approved by ADMINISTRATOR ~~via facsimile,~~ to Mother's Assigned  
 19 Social Worker, ~~and~~ within seven (7) calendar days of the incident via secure email. ~~the CFS Special  
 20 Incident Report Fax line at (714) 940-3961. CONTRACTOR shall comply with the "Special  
 21 Incident Reporting Guidelines for Residential Facilities" developed by SSA, as it currently exists  
 22 or may hereafter be amended.~~

23 9. GOAL AND OUTCOMES

24 9.1 ~~OUTCOMES~~ Goals

25 9.1.1 The goal of the Program is to help Mothers develop appropriate parenting  
 26 skills to ensure a safe, stable home for their child(ren), and to provide the treatment and support  
 27 for Mothers to maintain their sobriety and to become self-sufficient. This goal is achieved by  
 28 ~~Outcomes:~~ Mother and Child Residential Homes Services providing services to assist in

1 knowledge of substance abuse treatment and recovery, parenting and child development, and to  
 2 increases parental resilience.

### 3 9.2 Individual Outcome Measures for Mothers

4 ~~9.1.1~~9.2.1 The following outcomes ~~may~~ shall be measured by activities/tools,  
 5 which may include written and/or electronic surveys given to Mothers, social workers, and others;  
 6 ~~application of evidence-based or evidence-informed models or approaches and tools; and/or other~~  
 7 utilizing methods determined by COUNTY. (Measurement tools are subject to change based on  
 8 program and evaluation needs determined by COUNTY).

9 ~~9.1.2~~9.2.2 ~~Individual Outcome Measures for Mothers:~~ CONTRACTOR shall  
 10 measure the following key focus areas as outcomes to determine individual program effectiveness:

11 ~~9.1.2.1~~9.2.2.1 Child safety;

12 ~~9.1.2.2~~9.2.2.2 Child development;

13 ~~9.1.2.3~~9.2.2.3 Daily living skills and ability to care for children;

14 ~~9.1.2.4~~9.2.2.4 Substance abuse prevention;

15 ~~9.1.2.5~~9.2.2.5 Preventative health and safety activities (including  
 16 immunizations, well-baby checks, nutrition, smoking cessation, education, pregnancy prevention,  
 17 and establishing and using a health home). A "health home," also known as a medical home, which  
 18 means a model of delivering primary care that is accessible, continuous, comprehensive, family-  
 19 centered, coordinated, compassionate, and culturally responsive care;

20 ~~9.1.2.6~~9.2.2.6 Academic achievement;

21 ~~9.1.2.7~~9.2.2.7 Employment and career development;

22 ~~9.1.2.8~~9.2.2.8 Vocational training;

23 ~~9.1.2.9~~9.2.2.9 Job placement and retention;

24 ~~9.1.2.10~~9.2.2.10 Household management;

25 ~~9.1.2.11~~9.2.2.11 Financial Literacy and competency;

26 ~~9.1.2.12~~9.2.2.12 Consumer resource usage;

27 ~~9.1.2.13~~9.2.2.13 Interpersonal/social and self-development skills;

28 ~~9.1.2.14~~9.2.2.14 Survival skills;

~~9.1.2.15~~9.2.2.15 Computer/Internet skills;

~~9.1.2.16~~9.2.2.16 Car seat safety; and

~~9.1.2.17~~9.2.2.17 Locating and using child care.

### ~~9.2.3~~9.2.3 ~~GOALS~~Program Outcomes

CONTRACTOR shall meet the following programmatic ~~goals~~outcomes during the term of this Agreement:

~~9.2.1~~9.3.1 Sixty percent (60%) of Mothers will have demonstrated sobriety through negative random weekly drug testing.

~~9.2.2~~9.3.2 Sixty percent (60%) of Mothers will have demonstrated sobriety through ~~and consistent~~ documented attendance in a twelve (12) step program.

~~9.2.3~~9.3.3 Eighty percent (80%) of Mothers have consistently attended ninety percent (90%) of the Parenting Skills Group ~~and have demonstrated improvement in their knowledge of parenting,~~

~~9.2.4~~9.3.4 Eighty (80%) percent of Mother's have ~~as~~ demonstrated the ability to meet the child ~~by the parent meeting the child's~~ needs of daily living and the provision of developmentally appropriate supervision and parenting.

~~9.2.5~~9.3.5 Eighty percent (80%) of Mothers shall be fully engaged in all Treatment Plan activities which meet ~~CalWORKS~~CalWORKs Welfare-to-Work hourly participation requirements by the end of month two (2) of entering the Program. Mothers in a One-Parent Assistance Unit with a child under six (6) years old shall participate a minimum average of twenty (20) hours per week. Mothers in a One-Parent Assistance Unit with no child under six (6) years old shall participate a minimum average of thirty (30) hours per week.

~~9.2.6~~9.3.6 Eighty percent (80%) of ~~MOTHERS~~Mothers shall be in compliance with their individual Treatment Plan goals each month.

~~9.2.7~~9.3.7 Seventy percent (70%) of Mothers shall have successfully met their employment goals upon planned discharge from the Program.

~~9.2.8~~9.3.8 Seventy percent (70%) of Mothers shall have successfully completed their educational goals upon planned discharge from the Program.

1 ~~9.2.9~~9.3.9 Eighty percent (80%) of Mothers shall have developed a savings  
 2 account and deposited at least thirty percent (30%) of their income upon planned discharge from  
 3 the Program.

4 ~~9.3.9.4~~ ADMINISTRATOR may, in its sole discretion, require changes to the  
 5 ~~goals~~outcomes stated in ~~SubP~~paragraph 9 herein, in accordance with any changes in law and/or  
 6 State policy or regulation.

#### 7 10. CASE RECORDS AND CASE DOCUMENTATION

8 10.1 CONTRACTOR shall maintain physical case records (hard copy). Content of the  
 9 physical case records must be in a format approved by ADMINISTRATOR.

10 10.2 Information in case records shall be treated as confidential, maintained in a secure  
 11 area, and released only to ADMINISTRATOR as required, or to others upon approval of  
 12 ADMINISTRATOR.

13 10.3 CONTRACTOR shall accurately maintain and update the case narrative in the case  
 14 record in a timely fashion whenever there is contact with Mother. All entries by CONTRACTOR  
 15 are to be signed, dated, legible, and in a format approved by ADMINISTRATOR. Case narratives  
 16 shall include, but are not limited to, the following:

17 10.3.1 Date referral is received, assessment of service needs, actions taken, and  
 18 status of referrals;

19 10.3.2 Progress of Treatment Plan goals, outcomes, and follow-up dates arranged  
 20 during contact;

21 10.3.3 Weekly participation hours;

22 10.3.4 Complete and accurate description of the case activity;

23 10.3.5 Issues related to Mother's progress toward the established Treatment Plan;

24 and

25 10.3.6 The closing narrative shall include date and reason for the termination,  
 26 incomplete actions and reasons, actions to be taken upon termination.

27 10.4 Items in the physical case records may include, but are not limited to, the following:

28 10.4.1 ~~Children and Family Services (CFS)~~ Case Plan Goals.

10.4.2 The Treatment Plan and amendments.

10.4.3 Documentation of all services provided.

10.4.4 Documentation of community organizations working with the Mother.

10.4.5 Child care arrangements/documentation.

10.4.6 Documentation/justification for supportive services.

~~10.4.7 Documentation of hours of participation.~~

~~10.4.8~~10.4.7 Documentation regarding any cooperation issues and cause determinations.

~~10.4.9~~10.4.8 Attendance and progress reports.

~~10.4.10~~10.4.9 Family connections and support network.

~~10.4.11~~10.4.10 Employment information and employment retention tracking.

~~10.4.12~~10.4.11 Documentation of changes in earnings.

~~10.4.13~~10.4.12 Documentation of savings, as described in Subparagraph 6.1 of Exhibit A ~~of this Agreement~~.

~~10.4.14~~10.4.13 Standard release forms as needed for collateral contacts.

~~10.4.15~~10.4.14 Documentation of language needs and how they were resolved, as applicable.

~~10.4.16~~10.4.15 Copies of rights and responsibilities, and other forms and documents required in program procedures.

~~10.4.17~~10.4.16 Medical verifications, as applicable.

~~11.~~ CASE NARRATIVES

~~12.~~11. CASE REVIEW CONFERENCES

~~12.1~~11.1 CONTRACTOR shall conduct a monthly Case Review Conference to present and review the progress of participating Mothers. ~~Provider~~CONTRACTOR ~~will~~shall invite the Assigned Social Worker(s) to participate with at least two (2) weeks' notice of the scheduled meeting. Topics to be discussed may include but are not limited to, Mother's dynamics, case challenges, and successful strategies for service delivery, resources utilized, outcomes, and

1 SSA case plan compliance.

2 ~~12.2~~11.2 CONTRACTOR agrees that all CONTRACTOR's direct staff shall attend  
3 these meetings monthly. CONTRACTOR may attend with CONTRACTOR's staff to provide  
4 consultation and assistance in monitoring and determining the focus of the programmatic services  
5 provided under this Agreement. CONTRACTOR shall provide feedback to the Assigned Social  
6 Worker on at least a monthly basis or as deemed necessary by the Assigned Social Worker.

7 ~~13.12.~~ FACILITIES

8 CONTRACTOR shall:

9 ~~13.1~~12.1 Provide transitional housing and supportive services for up to fifteen (15)  
10 Mothers and their children at TFC.

11 ~~13.2~~12.2 Provide Mothers with key cards so they may enter or leave their living units  
12 at any time.

13 ~~13.3~~12.3 Maintain the Mother and Child Residential Homes in a manner which shall  
14 ensure the well-being, protection, health, safety, and comfort of each Mother and her child(ren).

15 ~~13.4~~12.4 Have Mother and Child Residential Homes professionally deep-cleaned on  
16 a quarterly basis, which includes but is not limited to carpet cleaning, mopping and polishing  
17 flooring, cleaning the grout between tiles, and cleaning walls, furniture, bedding, bathrooms, living  
18 quarters, dining areas, etc.

19 ~~13.5~~12.5 Provide work spaces for CONTRACTOR's staff.

20 ~~14.13.~~ RESIDENTIAL GUIDELINES

21 ~~14.1~~13.1 Residence Management/Cleanliness

22 ~~14.1.1~~13.1.1 CONTRACTOR is not responsible to keep Mother's residence clean  
23 or to do Mother's laundry.

24 ~~14.1.2~~13.1.2 Each bedroom within the Mother and Child Residential Homes is  
25 subject to a weekly unannounced inspection by CONTRACTOR. Each bedroom shall be  
26 evaluated on cleanliness, tidiness, compliance with visitor regulations, and any other aspect as  
27 related to the regulations of the Program. CONTRACTOR may offer Mothers special incentives  
28 for the cleanest bedroom at the end of each month.

1           ~~14.2~~13.2       Furnishings

2                   ~~14.2.1~~13.2.1 Prior to a Mother moving into her residence, CONTRACTOR shall  
3 ensure appropriate furniture, bedding, and household items are in order. Furniture and household  
4 items shall be checked by CONTRACTOR prior to each M~~OTHER~~other moving in.

5           ~~14.3~~13.3       Property

6                   ~~14.3.1~~13.3.1 CONTRACTOR shall subject Mothers who either by deliberate or  
7 negligent acts damage or destroy property, or other Mother's personal belongings, to a discipline  
8 policy violation or termination from the Program. CONTRACTOR shall require Mother to pay  
9 for damages.

10          ~~14.4~~13.4       Alcohol and Other Drugs:

11                   ~~14.4.1~~13.4.1 CONTRACTOR shall not permit drugs or alcohol on the TFC  
12 premises. If any Mother is suspected to be under the influence of a controlled substance or alcohol,  
13 CONTRACTOR shall administer an observed drug screen on-site and provide results to Assigned  
14 Social Worker within three (3) business days.

15                   ~~14.4.2~~13.4.2 In consultation with the Assigned Social Worker, CONTRACTOR  
16 may immediately terminate any Mother found using a controlled substance or alcohol at the TFC  
17 from the Program.

18                   ~~14.4.3~~13.4.3 CONTRACTOR ~~will~~shall not allow Mothers to smoke inside the  
19 Mother and Child Residential Homes and shall require Mothers to follow the TFC smoking rules.

20                   ~~14.4.4~~13.4.4 If a Mother is observed to be under the influence of a controlled  
21 substance and/or alcohol, CONTRACTOR shall require Mother to attend a twelve (12) step group  
22 or other intervention deemed appropriate. CONTRACTOR shall notify the Assigned Social  
23 Worker and the ~~SSA~~-SFS Program Manager of the incident within three (3) business days.

24                   ~~14.4.5~~13.4.5 CONTRACTOR may immediately terminate any Mother caught  
25 possessing a controlled substance or alcohol on their person, in their belongings or in their bedroom  
26 from the Program. Mother may also be terminated if her visitors bring a controlled substance  
27 and/or alcohol onto the TFC.

28       ///



1                   ~~14.5~~13.5        Decorating Room

2                   ~~14.5.1~~13.5.1    CONTRACTOR must provide approval to Mothers decorating their  
3 rooms.

4                   ~~14.5.2~~13.5.2    CONTRACTOR shall ensure all décor is appropriate and must not  
5 contain, for example, obscenities, vulgar content, and/or gang-related material.

6                   ~~14.6~~13.6        Noise Level

7                   ~~14.6.1~~13.6.1    CONTRACTOR shall require Mothers to adhere to the noise level  
8 rules of the TFC facility and keep noise level from television, radio equipment, electronic media,  
9 and computers, etc., at a reasonable level.

10                  ~~14.6.2~~ Dating:

11                  ~~14.6.3~~ CONTRACTOR shall educate Mothers in characteristics of healthy  
12 relationships.

13                  ~~14.7~~13.7        Vehicles

14                  ~~14.7.1~~13.7.1    1.8.1 CONTRACTOR shall ensure each Mother has a valid  
15 driver's license, proof of insurance, and maintained insurance, in order to drive a vehicle. If mother  
16 is transporting children, CONTRACTOR ~~will~~shall ensure appropriate use of car safety seats.  
17 CONTRACTOR shall ensure a Mother does not violate any conditions of probation related to  
18 operating a motor vehicle.

19                  ~~14.7.2~~13.7.2    CONTRACTOR may terminate a Mother from the program for  
20 failing to follow these vehicle rules.

21                  ~~14.8~~13.8        Use of Utilities and Phone

22                  ~~14.8.1~~13.8.1    All Mother and Child Residential Homes shall contain a working  
23 community house phone, cable television, and utilities such as water, electricity and heating in  
24 good working condition. CONTRACTOR shall work with Mothers to provide house rules for the  
25 use of community house phones which shall be restricted to local calls.

26                  ~~14.8.2~~13.8.2    CONTRACTOR shall instruct each Mother on proper usage and  
27 functioning of these systems, and ensure Mother does not use these resources in excess.

28                  ~~14.9~~13.9        Weapons:

~~14.9.1~~13.9.1 CONTRACTOR shall ensure no weapons of any kind (guns, knives, etc.) are allowed to be in the possession of any Mother or in the Mother and Child Residential Homes facility or the TFC premises for any reason. Cooking knives and sharp utensils are to be locked up when not in use. Failure to comply with these rules shall lead to immediate termination from the ~~p~~Program.

~~15.14.~~ HANDLING COMPLAINTS

~~15.1~~14.1 CONTRACTOR shall develop, operate, and maintain procedures for receiving, investigating and responding to complaints, including Civil Rights complaints, requests for COUNTY reviews and negative comments relating to the TFC.

~~15.2~~14.2 CONTRACTOR shall maintain a log for identification and response to Mother's complaints. When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines. Ideally responses to complaints should occur within two (2) business days.

14.3 CONTRACTOR shall notify SFS Program Manager and SFS Program Liaison of ~~m~~Mother's complaints within three (3) business days via email.

~~15.3~~14.4 For Civil Rights complaints, refer to Subparagraph 11.4 of this Agreement.

~~15.4~~14.5 CONTRACTOR shall identify issues with potential legal implications and review any such cases with designated COUNTY staff prior to responding to the complaints.

~~15.5~~14.6 CONTRACTOR shall provide ADMINISTRATOR, in a form approved by ADMINISTRATOR, information pertaining to complaints, as well as CONTRACTOR's response to any complaints as described above within ten (10) business days of the complaint. CONTRACTOR shall provide a summary of all complaints and/or negative comments as prescribed and on a format approved by ADMINISTRATOR. Complaints include, but are not limited to, complaints from Mothers, other contract service providers, community organizations, and the public.

///

///

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1 ~~16.~~15. OUTSIDE CONTACTS

2 CONTRACTOR shall:

3 ~~16.1~~15.1 Immediately inform ADMINISTRATOR of any inquiry from an elected  
4 official, their representative, participant advocate, parent's counsel, or the press, and immediately  
5 provide information in order to permit ADMINISTRATOR to respond.

6 ~~16.2~~15.2 Consult with ADMINISTRATOR prior to initiating contact with an elected  
7 official, their representative, participant advocate, parent's counsel or the press.

8 ~~16.3~~15.3 Inform ADMINISTRATOR prior to initiating contact with an elected  
9 official or their representative.

10 ~~17.~~16. QUALITY CONTROL

11 ~~17.1~~16.1 During the term of this Agreement, CONTRACTOR shall establish and  
12 utilize a comprehensive Quality Control Plan, on a format approved by ADMINISTRATOR, to  
13 monitor the level of program service and quality. The Quality Control Plan shall be effective on  
14 the start date of this Agreement and ~~shall~~ be updated and resubmitted for ADMINISTRATOR  
15 approval when changes occur. The Quality Control Plan shall include, but not be limited to, the  
16 following:

17 ~~17.2~~16.2 The method for ensuring the services, deliverables, and requirements  
18 defined in this Agreement are being provided at or above ADMINISTRATOR's level of quality;

19 ~~17.3~~16.3 The method for assuring that the professional staff rendering services under  
20 this Agreement have the necessary qualifications;

21 ~~17.4~~16.4 The method for identifying and preventing deficiencies in the quality of  
22 service as defined by COUNTY policy;

23 ~~17.5~~16.5 The method for providing ADMINISTRATOR with a copy of  
24 CONTRACTOR's case reviews, a clear description of, and corrective action taken, to resolve  
25 identified problems;

26 ~~17.6~~16.6 Items/areas to be inspected on either a scheduled or unscheduled basis, how  
27 often inspections shall be accomplished, and the title of the individual(s) who shall perform the  
28 inspections;

1 ~~17.7~~16.7 Specific methods for identifying and preventing deficiencies in the quality  
2 of service performed, before the level of performance becomes unacceptable; and

3 ~~17.8~~16.8 Maintenance of a file of all inspections conducted by CONTRACTOR and,  
4 if necessary, the corrective action taken.

#### 5 ~~18.17.~~ BUSINESS CONTINUITY PLAN

6 17.1 CONTRACTOR shall provide a written Business Continuity Plan (BCP) that  
7 identifies how CONTRACTOR will continue to provide services after a business interruption,  
8 including, but not limited to a man-made or natural disaster.

9 ~~18.1~~17.2 The BCP shall include a Disaster Preparedness and Response Plan and shall  
10 be submitted to ADMINISTRATOR within thirty (30) days prior to the start of this Agreement.  
11 The BCP shall be reviewed, updated, and resubmitted to ADMINISTRATOR as changes occur.

12 ~~18.2~~17.3 The Disaster Preparedness and Response plan shall include, but not be  
13 limited to, the following:

14 ~~18.2.1~~17.3.1 Evacuation protocols and procedures that include CONTRACTOR's  
15 responsibility for the safety, relocation, and tracking of all Mother's and children's welfare in its  
16 care during any disaster event.

17 ~~18.2.2~~17.3.2 Notification to be made to ADMINISTRATOR with regard to  
18 Mother's welfare, including the provision of on-site emergency contact information.

19 ~~18.2.3~~17.3.3 Provisions for maintaining court ordered services during a disaster.

20 ~~18.2.4~~17.3.4 Protection and recovery of Mother's records.

21 ~~18.2.5~~17.3.5 Provision of crisis-response services to Mothers and children such  
22 as crisis counseling, medical needs, both through the provision of prescribed medications, or  
23 through the provision of emergency medical services.

24 ~~18.2.6~~17.3.6 Disaster response training for staff.

25 ~~18.2.7~~17.3.7 Maintenance and review of plan at regular intervals.

#### 26 ~~19.18.~~ CONTRACTOR PERFORMANCE MONITORING/UTILZATION REVIEWS

27 ~~19.1~~18.1 CONTRACTOR's performance will be monitored and reviewed by  
28 ADMINISTRATOR who will conduct reviews as part of an ongoing evaluation of

1 CONTRACTOR's performance. Cases to be reviewed shall be randomly selected by  
2 ADMINISTRATOR and may include both open and closed cases.

3 ~~19.2~~18.2 ADMINISTRATOR may conduct a Utilization Review (UR) at  
4 CONTRACTOR'S facility referenced in Paragraph 12 of Exhibit A, with date and time  
5 determined at ADMINISTRATOR'S discretion. ADMINISTRATOR may provide oral and/or  
6 written feedback regarding the UR findings. CONTRACTOR shall comply with the findings of  
7 the UR and take corrective action accordingly.

8 ~~19.3~~18.3 ADMINISTRATOR may use a variety of inspection methods to evaluate  
9 CONTRACTOR's performance, including, but not be limited to, the following:

10 ~~19.3.1~~18.3.1 Inspection of CONTRACTOR's case files and applicable data  
11 reports to ensure compliance with outcome objectives;

12 ~~19.3.2~~18.3.2 Random sampling of Program activities including a review of case  
13 files as determined by ADMINISTRATOR;

14 ~~19.3.3~~18.3.3 Activity checklists and random observations;

15 ~~19.3.4~~18.3.4 Inspection of output items on a periodic basis as deemed necessary;

16 ~~19.3.5~~18.3.5 Computer data system reports; ~~and~~

17 ~~19.3.6~~18.3.6 Mothers' complaints and/or Mother's questionnaires.

18 ~~19.4~~18.4 When it is determined those services were not performed in accordance with  
19 this Agreement and/or COUNTY policies during the review period, ADMINISTRATOR may  
20 require a corrective action plan. CONTRACTOR shall, within the time period specified in any  
21 such corrective action plan, remedy the performance defects.

22 ~~19.5~~18.5 CONTRACTOR shall cooperate with ADMINISTRATOR in providing the  
23 information necessary for performance monitoring, and with authorized State or Federal  
24 representatives who may audit Program services.

25 ~~19.6~~18.6 Performance evaluation meetings will be conducted as deemed necessary  
26 by ADMINISTRATOR.

27 ///

28 ///

20.19. BUDGET

The annual budget for services provided pursuant to Exhibit A of this Agreement is set forth as follows:

<u>LINE ITEMS:</u>	Maximum Hourly or <u>Salary Rate<sup>(1)</sup></u>	<u>FTEs<sup>(2)</sup></u>	<u>Amount<sup>(3)</sup></u>
<u>Direct Service Positions:</u>			
Lead Certified Substance Abuse Counselor	23.25	1.00	\$ 48,360
Program Supervisor	28.39	1.00	59,060
Certified Substance Abuse Counselor	20.04	3.00	125,060
Life Skills Development Manager	18.48	1.00	38,429
Overnight Counselor	18.50	2.80	103,064
Child/Family Program Therapist	28.63	1.00	59,552
Childcare/Parenting Specialist	18.28	<u>1.00</u>	<u>38,040</u>
Subtotal Direct Service Positions		10.80	\$ 471,565
Benefits <sup>(4)</sup> (30%)			141,470
Subtotal Direct Service Positions and Benefits			\$ 613,035
<u>Administrative Positions<sup>(5)(6)</sup>:</u>			
Program Director (Salary per month)	6,977	1.00	83,723
Vice President of Behavioral Health	15,757	0.07	13,236
Chief Executive Officer	10,372	<u>0.35</u>	<u>43,564</u>
Subtotal Administrative Positions		1.42	\$ 140,523
Benefits <sup>(4)</sup> (30%)			25,117
In-Kind Benefits <sup>(4)(11)</sup> (30%)			17,040
Subtotal Administrative Positions and Benefits			\$ 182,680
Total Salaries and Employee Benefits			\$ 795,715

1	<u>Services and Supplies:</u>	
2	On-Call Counseling Services	\$ 20,500
3	Office Expense	11,000
4	Security	850
5	Staff Development/Trainings	1,000
6	Program Expense	27,000
7	Telephone	5,000
8	Mileage <sup>(7)</sup>	1,000
9	Other <sup>(8)</sup>	<u>62,400</u>
10	Total Services and Supplies	\$ 128,750
11	<u>Operating Expenses:</u>	
12	Vehicle Lease/Rental	10,500
13	Equipment Lease/Rental	3,500
14	Permits, Licenses, and Vehicle Gasoline	1,350
15	Maintenance	1,500
16	Insurance	4,200
17	Total Operating Expense	\$ 21,050
18	<u>Indirect Costs:</u>	
19	Indirect Costs <sup>(9)</sup> (12.6%)	\$ 109,831
20	In-Kind Indirect Costs <sup>(9)(11)</sup> (12.6%)	<u>\$ 9,304</u>
21	Total Indirect Costs	\$ 119,135
22	GRAND TOTAL	\$1,064,650
23	Minus Cal FRESH Deduction <sup>(10)</sup>	40,000
24	Minus In-Kind Administrative Position Salaries and Benefits <sup>(11)</sup>	73,840
25	Minus In-Kind Indirect Costs <sup>(11)</sup>	9,304
26	Minus In-Kind Foundation Grants and Donations <sup>(11)(12)</sup>	10,006
27	ANNUAL ACTUAL ALLOWABLE COSTS	\$ 931,500
28		

1 (1) Maximum hourly/monthly salary rates which will be permitted during the term of this  
2 Agreement; employees may be paid at less than maximum rate.

3 (2) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time  
4 (stated as a percentage) each position will be providing services under the terms of this Agreement.  
5 This percentage is based upon a 40-hour work week.

6 (3) Total salaries are calculated using the maximum hourly rates for positions by the total  
7 FTE. One lump sum payments for cost of livings adjustments are not permitted under this  
8 Agreement.

9 (4) Employee Benefits include contributions to 401k or retirement plans; health insurance;  
10 dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA,  
11 Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based  
12 on the currently prevailing rates; and expense for accrued vacation time payout, for a separated  
13 employee, limited to the actual vacation time accrued during the fiscal year in which the expense  
14 is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall  
15 benefit rate shall not exceed thirty percent (30%) of the actual salary expense claimed.

16 (5) Administrative positions are defined as all other classifications either higher than first  
17 line supervisors or positions not providing services to clients. Administrative positions higher than  
18 first line supervisors must be specified as either salaried or hourly positions.

19 (6) For salaried employees, FTE is defined as the amount of time (stated as a percentage)  
20 the position will be paid ~~for~~ under the terms of this Agreement, regardless of the number of hours  
21 actually worked.

22 (7) Mileage is limited to the amount allowed by the United States Internal Revenue Service.

23 (8) Supplies-Other expense includes annual expenses for food expense; postage; delivery;  
24 and other expenses related to meeting client needs or necessary to achieve program objectives.

25 (9) Indirect cost includes administrative cost not directly charged to the program including  
26 the administration, payroll, human resources, and accounting/finance departments that support the  
27 program. Indirect costs are based on 12.6% of all direct costs to include salaries and fringe  
28 benefits, the administrative position plus fringe benefits, all direct services and supplies and



operating expense. ~~Indirect Costs are approved by a cognizant federal agency and include, but are not limited to, Prototypes' executive, fiscal, human resources and support staff at its corporate office; and administrative costs, including information technology and contract management functions required by the Mother-Child Residential Homes Services program.~~

(10) Cal FRESH is deducted from each Mother's Electronic Benefit Card directly by CONTRACTOR.

(11) In-Kind Match is comprised of ~~the~~ salaries (\$56,800) and benefits (\$17,040) for the Vice President Prototypes and Vice President Residential, \$9,304 for Indirect Costs, and \$10,006 for In-Kind Donations.

(12) In-Kind Foundation Grants and Donations includes, but is not limited to, clothes, backpacks, school supplies, toys, books and other items for children, clothes and household items for mothers, and program supplies or furnishings, and some packaged food supplies.

~~20.1~~19.1 Expenses for extra pay, including but not limited to, overtime, stipends, bonuses, staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Agreement unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an exception and may be approved, on a case-by-case basis, at the sole discretion of ADMINISTRATOR.

~~20.2~~19.2 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum obligation as stated in Subparagraph 22.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 43.4 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 22.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Exhibit. Failure to obtain advance written approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.

~~20.3~~19.3 In the event the budget shown in ~~Subp~~Paragraph 19.1 of this Exhibit is modified, the modified budget shall remain in effect for the remainder of the contract term, unless

1 superseded by subsequent budget modification(s) that have been approved in writing by  
 2 ADMINISTRATOR. For example, if Budget Modification #1 is approved on August 15, 2020,  
 3 the modified budget will remain in effect until Budget Modification #2 is requested and approved  
 4 in writing.

<u>LINE ITEMS:</u>	<u>Maximum Hourly or Salary Rate<sup>(1)</sup></u>	<u>FTEs<sup>(2)</sup></u>	<u>Amount<sup>(3)</sup></u>
<u>Direct Service Positions:</u>			
<del>Lead Certified Substance Abuse Counselor</del>	23.25	1.00	\$ 48,360
<del>Program Supervisor</del>	28.39	1.00	-59,060
<del>Certified Substance Abuse Counselor</del>	20.04	3.00	-125,060
<del>Life Skills Development Manager</del>	18.48	1.00	-38,429
<del>Overnight Counselor</del>	18.50	2.80	-102,723
<del>Child/Family Program Manager</del>	28.63	1.00	-59,552
<del>Childcare/Parenting Specialist</del>	17.33	<u>1.00</u>	<u>-36,040</u>
<del>Subtotal Direct Service Positions</del>		10.80	\$ 469,224
<del>Benefits<sup>(4)</sup> (30%)</del>			-140,767
<del>Subtotal Direct Service Positions and Benefits</del>			\$ 609,991
<u>Administrative Positions<sup>(5)(6):</sup></u>			
<del>Program Director (Salary per month)</del>	6,977	1.00	-83,723
<del>Vice President Prototypes (In Kind Salary per month)</del>	15,757	0.07	-13,236
<del>Vice President Residential (In Kind Salary per month)</del>	10,372	<u>0.35</u>	<u>-43,564</u>
<del>Subtotal Administrative Positions</del>		1.42	\$ 140,253
<del>Benefits<sup>(4)</sup> (30%)</del>			-25,117
<del>In-Kind Benefits<sup>(4)(1)</sup> (30%)</del>			-17,040

1	<del>Subtotal Administrative Positions and Benefits</del>	<del>\$ 182,410</del>
2	<del>Total Salaries and Employee Benefits</del>	<del>\$ 792,401</del>
3	<del><u>Services and Supplies:</u></del>	
4	<del>On-Call Counseling Services</del>	<del>\$ 20,500</del>
5	<del>Office Expense</del>	<del>—10,600</del>
6	<del>Security</del>	<del>—1,500</del>
7	<del>Staff Development/Trainings</del>	<del>—1,000</del>
8	<del>Program Expense</del>	<del>—25,000</del>
9	<del>Telephone</del>	<del>—9,170</del>
10	<del>Mileage<sup>(7)</sup></del>	<del>—1,290</del>
11	<del>Other<sup>(8)</sup></del>	<del>—54,200</del>
12	<del>Total Services and Supplies</del>	<del>\$ 123,260</del>
13	<del><u>Operating Expenses:</u></del>	
14	<del>Vehicle Lease/Rental</del>	<del>—4,772</del>
15	<del>Equipment Lease/Rental</del>	<del>—5,500</del>
16	<del>Permits, Licenses, and Vehicle Gasoline</del>	<del>—4,000</del>
17	<del>Maintenance</del>	<del>—1,621</del>
18	<del>Insurance</del>	<del>—14,000</del>
19	<del>Total Operating Expense</del>	<del>\$ 29,893</del>
20	<del><u>Indirect Costs:</u></del>	
21	<del>Indirect Costs<sup>(9)</sup> (12.6%)</del>	<del>\$ 109,792</del>
22	<del>In-Kind Indirect Costs<sup>(9)(11)</sup> (12.6%)</del>	<del>\$ 9,304</del>
23	<del>Total Indirect Costs</del>	<del>\$ 119,096</del>
24	<del>GRAND TOTAL</del>	<del>\$1,064,650</del>
25	<del>Minus CalFRESH Deduction<sup>(10)</sup></del>	<del>—40,000</del>
26	<del>Minus In-Kind Administrative Position Salaries and Benefits<sup>(11)</sup></del>	<del>—73,840</del>
27	<del>Minus In-Kind Indirect Costs<sup>(11)</sup></del>	<del>—9,304</del>
28	<del>Minus In-Kind Foundation Grants and Donations<sup>(11)(12)</sup></del>	<del>—10,006</del>

~~ANNUAL ACTUAL ALLOWABLE COSTS~~~~\$ 931,500~~~~21.20. STAFF~~

CONTRACTOR shall:

~~21.120.1~~ Ensure that all direct service staff ~~shall be trained in Motivational Enhancement Therapy as described in Subparagraph 3.7, and are required to~~ have the ability to speak, read, and write in English, and, if applicable, in the specified language, (i.e., Spanish or Vietnamese) in which services are to be delivered. CONTRACTOR shall provide translation services for all languages as needed to ensure Mothers are provided services in the language they speak. Additionally, direct service staff shall have the ability to prepare clear, complete, and concise reports in English.

~~21.220.2~~ Provide ~~ongoing~~ training ~~program~~ designed to educate employees who work directly with Mothers about ~~the characteristics of~~ substance abuse ~~and mental health~~; child abuse and neglect; and ~~trauma informed~~ early childhood development ~~education~~. The training shall be designed to ensure that these employees are able to adequately supervise and counsel Mothers and provide them with training in independent living skills.

~~21.320.3~~ Ensure that CONTRACTOR's direct service staff shall not live on the site; however, office space shall be provided for services to be provided under this Agreement.

~~21.420.4~~ Provide the following described ~~Full Time Equivalent (FTE)~~ staff positions to ensure twenty-four (24) hours, seven (7) days per week coverage:

~~21.520.5~~ Lead Certified Substance Abuse CounselorDuties:

~~21.5.1~~ ~~Provide supervision to the Certified Substance Abuse Counselor(s) and Overnight Counselor(s).~~

20.5.1 Provide awake on-site supervision and crisis intervention services.

~~21.5.2~~20.5.2 Provide Intake coordination, which includes, but is not limited to, initial screening, intake interviews, waitlist management, and scheduling of admission.

~~21.5.3~~20.5.3 Assist each Mother with orientation to the Program upon admission.

1 ~~21.5.4~~20.5.4 Collect information related to each Mother's history and current  
2 situation and assist each Mother in developing a Treatment Plan.

3 ~~21.5.5~~20.5.5 Monitor each Mother's progress in the program and work with each  
4 Mother to update their Treatment Plan, as necessary.

5 ~~21.5.6~~20.5.6 Train and support each Mother on independent living skills,  
6 including but not limited to, cooking, meal planning, shopping, and budgeting.

7 ~~21.5.7~~20.5.7 Provide individual and group counseling. Monitor Mother and child  
8 interactions to ensure safety and well-being of children.

9 ~~21.5.8~~20.5.8 Assist with community outings. Participate in staff meetings, team  
10 meetings, and in-service trainings.

11 Qualifications:

12 ~~21.5.9~~20.5.9 ~~Completion of an~~ Must be a Substance Use Disorder Counselor  
13 with a certifying agency in California. ~~Alcohol and Drug Certification program.~~

14 ~~21.5.10~~20.5.10 Must have a minimum of two (2) years of experience  
15 working in the human services field and must have knowledge of substance abuse treatment,  
16 relapse and recovery.

17 ~~21.5.11~~20.5.11 Must have experience in conducting support groups.

18 ~~21.5.12~~20.5.12 Must have an understanding of child development, child  
19 abuse and neglect, and self-sufficiency issues.

20 ~~21.5.13~~20.5.13 Possess a valid California State driver's license with  
21 acceptable driving record as determined by ~~Provider~~ CONTRACTOR's insurance carrier and  
22 verified clearance from the California Department of Motor Vehicles.

23 ~~21.5.14~~20.5.14 Must be at least twenty-one (21) years of age.

24 ~~21.6~~20.6 Certified Substance Abuse Counselor

25 Duties:

26 ~~21.6.1~~20.6.1 ~~The Certified Substance Abuse Counselors shall p~~Provide awake  
27 on-site supervision and crisis intervention services. The work schedule shall be Sunday to  
28 Thursday or Tuesday to Saturday. ~~The Certified Substance Abuse Counselor shall be responsible~~

1 ~~for performing the following duties:~~

2 ~~21.6.2~~20.6.2 Assist each Mother with orientation to the Program upon admission.

3 ~~21.6.3~~20.6.3 Collect information related to each Mother's history and current  
4 situation and assist each Mother in developing a Treatment Plan.

5 ~~21.6.4~~20.6.4 Monitor each Mother's progress in the program and work with each  
6 Mother to update their Treatment Plan, as necessary.

7 ~~21.6.5~~20.6.5 Train and support each Mother on independent living skills,  
8 including but not limited to, cooking, meal planning, shopping, and budgeting.

9 ~~21.6.6~~20.6.6 Provide individual and group counseling. Monitor Mother and child  
10 interactions to ensure safety and well-being of children.

11 ~~21.6.7~~20.6.7 Assist with community outings.

12 ~~21.6.8~~20.6.8 Participate in staff meetings, team meetings, and in-service  
13 trainings.

14 Qualifications:

15 ~~21.6.9~~20.6.9 Must be a Substance Use Disorder Counselor with a certifying  
16 agency in California.

17 ~~21.6.10~~20.6.10 \_\_\_\_\_ Must have a minimum of two (2) years of experience  
18 working in the human services field and must have knowledge of substance abuse treatment,  
19 relapse and recovery.

20 ~~21.6.11~~20.6.11 \_\_\_\_\_ Must have experience in conducting support groups.

21 ~~21.6.12~~20.6.12 \_\_\_\_\_ Must have an understanding of child development, child  
22 abuse and neglect, and self-sufficiency issues.

23 ~~21.6.13~~20.6.13 \_\_\_\_\_ Possess a valid California State driver's license with  
24 acceptable driving record as determined by CONTRACTOR's ~~Provider's~~ insurance carrier and  
25 verified clearance from the California Department of Motor Vehicles.

26 ~~21.6.14~~20.6.14 \_\_\_\_\_ Must be at least twenty-one (21) years of age.

27 ~~21.7~~20.7 Life Skills Development Manager

28 Duties:

1 ~~21.7.1~~20.7.1 Shall be responsible for covering shifts scheduled from Monday to  
2 Friday, 8:00 a.m. to 5:00 p.m. ~~and, which~~ may also include evening and weekend hours (as  
3 needed).

4 ~~21.7.2~~20.7.2 Conduct employment groups to provide ~~clients~~Mother's with skills  
5 in resume writing, job applications, interviewing, appropriate work behavior, and employer  
6 expectations.

7 ~~21.7.3 The Housing and Employment Case Manager shall be responsible for~~  
8 ~~performing the following duties:~~

9 ~~21.7.4~~20.7.3 Assist ~~clients~~Mother's to identify public housing assistance  
10 programs for which they may be eligible, complete housing and/or rental applications, access  
11 waiting lists where applicable, and explore creative means to secure housing such as shared  
12 housing arrangements.

13 ~~21.7.5~~20.7.4 Assist ~~clients~~Mother's with budgeting and maintaining a savings  
14 account with thirty percent (30%) of all income to be used upon exit of the program for housing  
15 or other needs.

16 ~~21.7.6~~20.7.5 Conduct employment groups to provide ~~clients~~Mother's with skills  
17 in resume writing, job applications, interviewing, appropriate work behavior, and employer  
18 expectations.

19 ~~21.7.7~~20.7.6 Assist ~~clients~~Mothers to identify their vocational interests,  
20 aptitudes, and work or life experiences that will assist them in their job search.

21 ~~21.7.8~~20.7.7 Assist ~~clients~~Mothers to identify and use employment resources in  
22 the community and conduct job searches using the internet, newspapers, networking groups, as  
23 well as volunteer and intern opportunities.

24 ~~21.7.9~~20.7.8 Develop supportive community relationships with landlords or  
25 employers who are willing to rent property or to extend job opportunities to ~~clients~~Mothers in or  
26 exiting the program.

27 ~~21.7.10~~20.7.9 Timely documentation in ~~clients'~~Mothers' files ensuring agency  
28 standards are followed.

1 ~~21.7.11~~20.7.10 Participate in team and staff meetings and in-service  
2 trainings.

3 Qualifications:

4 ~~21.7.12~~20.7.11 Must have a High school diploma and some college  
5 preferred.

6 ~~21.7.13~~20.7.12 Must have one (1) to two (2) years of experience in the  
7 human services field or in the provision of social services, with vocational, employment, and/or  
8 housing experience.

9 ~~21.7.14~~20.7.13 Possess a valid California State driver's license with  
10 acceptable driving record as determined by ~~Provider's~~CONTRACTOR's insurance carrier and  
11 verified clearance from the California Department of Motor Vehicles.

12 ~~21.7.15~~20.7.14 Must be at least twenty-one (21) years of age Must have an  
13 aptitude for or experience with government regulations, especially as they relate to housing  
14 programs.

15 ~~21.7.16~~20.7.15 Must be experience with working with computers and  
16 productivity software, such as Microsoft Office and Outlook.

17 ~~21.7.17~~20.7.16 Must have good written and oral communication skills.

18 ~~21.7.18~~20.7.17 Bilingual English/Spanish language skills are desirable.

19 ~~21.8~~20.8 Overnight Counselor

20 Duties:

21 ~~21.8.1~~20.8.1 ~~The Overnight Counselors shall be responsible for covering~~Provide  
22 coverage for on-site graveyard shifts, from 11:00 p.m. to 8:00 a.m. daily. The Overnight Counselor  
23 shall be responsible for performing the following duties:

24 ~~21.8.2~~20.8.2 Provide supervision to Mothers and children during awake activities  
25 and while Mothers and children are sleeping.

26 ~~21.8.3~~20.8.3 Oversee Mothers' work related activities and independent living  
27 skills activities during awake hours.

28 ~~21.8.4~~20.8.4 Monitor Mother and child interactions to ensure safety and well-



1 being of children.

2 ~~21.8.5~~20.8.5 Assist with community outings as needed.

3 ~~21.8.6~~20.8.6 Assist Mothers with time management to ensure Mothers and their  
4 children, if applicable, arrive and/or depart to their assigned activities.

5 ~~21.8.7~~20.8.7 Document and maintain case notes in Mother's record.

6 ~~21.8.8~~20.8.8 Contact Program Director, Program Supervisor, or Vice President  
7 of Behavioral Health ~~Child/Family Program Manager, or Life Skills Development Manager~~ if  
8 consultation related to program issues is needed during the assigned shift, ~~as described in~~  
9 ~~Subparagraph 21.8.1 of Exhibit A of this Agreement.~~

10 Qualifications:

11 ~~21.8.9~~20.8.9 Must be a Registered Substance and Abuse Counseling Intern with  
12 a certifying organization recognized by the State of California.

13 ~~21.8.10~~20.8.10 Must have a minimum of six (6) months of experience  
14 working in the human services field and ~~must~~ have knowledge of substance abuse treatment,  
15 relapse and recovery.

16 ~~21.8.11~~20.8.11 Must have training or education in conducting support  
17 groups.

18 ~~21.8.12~~20.8.12 Must have an understanding of child development, child  
19 abuse, and self-sufficiency.

20 ~~21.8.13~~20.8.13 Possess a valid California State driver's license with  
21 acceptable driving record as determined by ~~Provider's~~ CONTRACTOR's insurance carrier and  
22 verified clearance from the California Department of Motor Vehicles.

23 ~~21.8.14~~20.8.14 Must be at least twenty-one (21) years of age.

24 ~~21.9.20.9~~ Child/Family Program ~~Manager~~ Therapist

25 Duties:

26 ~~21.9.1~~20.9.1 Responsible for covering shifts schedule Monday to Friday, 8:00  
27 a.m. to 5:00 p.m.

28 ~~21.9.2~~ Supervise the Child Care/Parenting Specialist.

~~21.9.3~~20.9.2 Develop the Parenting Skills Program policies and procedures.

~~21.9.4~~20.9.3 Implement and oversee the Parenting Skills Program.

~~Facilitate group meetings using evidence-based curriculum to include Nurturing Parenting and Strengthening Families.~~

~~21.9.5~~20.9.4 Train and supervise staff in the use of the curriculum.

~~21.9.6~~20.9.5 Facilitate and oversee scheduled activities to promote Mother and child bonding such as Mommy and Me Groups, story-telling, music groups, arts, and crafts.

~~21.9.7~~20.9.6 Provide individual counseling with parents and children as needed and document in Mother's records.

~~21.9.8~~20.9.7 Provide developmental assessments and screening of children, as needed.

~~21.9.9~~20.9.8 -Participate in team and staff meetings and in-service trainings.

Qualifications:

~~21.9.10~~20.9.9 Master's Degrees or higher in Social Work, Psychology, and/or Counseling.

~~21.9.11~~20.9.10 \_\_\_\_\_ Must have appropriate State Board licensure.

~~21.9.12~~20.9.11 \_\_\_\_\_ Must have a minimum of two (2) years of experience providing family and child clinical services, or parenting education and training with a culturally diverse population.

~~21.9.13~~20.9.12 \_\_\_\_\_ Must have knowledge of substance abuse and treatment.

~~21.9.14~~20.9.13 \_\_\_\_\_ Must have experience in monitoring other's work.

~~21.9.15~~20.9.14 \_\_\_\_\_ Must have the ability to work in a community based setting.

~~21.9.16~~20.9.15 \_\_\_\_\_ Must have strong verbal communication and writing skills.

~~21.9.17~~20.9.16 \_\_\_\_\_ Possess a valid California State driver's license with acceptable driving record as determined by ~~Provider~~ CONTRACTOR's insurance carrier and verified clearance from the California Department of Motor Vehicles.

~~21.10~~20.10 Childcare/Parenting Specialist

- Duties:

1 ~~21.10.1~~20.10.1 Responsible for covering shifts scheduled from Monday to  
 2 Friday, 8:00 a.m. to 5:00 p.m., except on the nights that evening groups or other activities will be  
 3 conducted.

4 ~~21.10.2~~20.10.2 Facilitate scheduled activities to promote Mother and child  
 5 bonding such as Mommy and Me groups, story-telling, music groups, arts, and crafts.

6 ~~21.10.3~~20.10.3 Facilitate group meetings using evidence informed  
 7 parenting and strength based curriculum. ~~Participate and facilitate the evidenced based curriculum~~  
 8 ~~groups such as Nurturing Parenting and Strengthening Families.~~

9 ~~21.10.4~~20.10.4 Provide on-site child care during program activities with  
 10 Mothers who are assigned to child care/child development duties as part of program activities.

11 ~~21.10.5~~20.10.5 Assist each Mother in locating transportation for off-site  
 12 schools when necessary.

13 ~~21.10.6~~20.10.6 Assist each Mother participating in the Program and  
 14 Mothers who have exited the Program, in obtaining quality off-site child care while they are  
 15 working.

16 -Qualifications:

17 ~~21.10.7~~20.10.7 Must have a minimum of two (2) years of experience in a  
 18 child care setting.

19 ~~21.10.8~~20.10.8 Must have at least six (6) Early Childhood Education  
 20 (ECE) units from a community college.

21 ~~21.10.9~~20.10.9 Must be participating in/or possess a child development  
 22 Associates in Arts (AA) Degree or related field.

23 ~~21.10.10~~20.10.10 Possess a valid California State driver's license with  
 24 acceptable driving record as determined by ~~Provider's~~ CONTRACTOR's insurance carrier and  
 25 verified clearance from the California Department of Motor Vehicles.

26 ~~21.11~~20.11 Program Director

27 Duties:

28 ~~21.11.1~~20.11.1 Oversee and manage all aspects of the Program.

~~21.11.2~~20.11.2 Supervise all lower level staff as applicable.

~~21.11.3~~20.11.3 Provide and oversee recruitment, orientation, and training of staff.

~~21.11.4~~20.11.4 Facilitate staff meetings and clinical meetings.

~~21.11.5~~20.11.5 Create Program budget and monitor revenue and expenses.

~~21.11.6~~20.11.6 Oversee ~~the~~ Program billing and monitor quality assurance.

~~21.11.7~~20.11.7 Develop the policies and procedures and prepare all monthly, quarterly, and annual reports.

~~21.11.8~~20.11.8 Prepare grant proposals and coordinate fundraising activities.

-Qualifications:

~~21.11.9~~20.11.9 Master's Degree in Social work, Psychology, Counseling, or related field from an accredited college.

~~21.11.10~~20.11.10 Must have one (1) to two (2) years progressively responsible social work casework experience in a public or private organization with demonstrated knowledge and experience in substance abuse, treatment, relapse and recovery.

~~21.11.11~~20.11.11 Must have an understanding of child development, child abuse and neglect, and must have experience in assigning and monitoring the work of others.

~~21.11.12~~20.11.12 Possess a valid California State driver's license with acceptable driving record as determined by CONTRACTOR's insurance carrier and verified clearance from the California Department of Motor Vehicles.

~~21.12~~20.12 Program Supervisor

-Duties:

~~21.12.1~~20.12.1 Recruit, hire, supervise, and train staff.

~~21.12.2~~20.12.2 Supervise all lower level staff as applicable.

~~21.12.3~~20.12.3 Schedule staff to ensure twenty-four (24) hour, seven (7) days per week coverage for the Program.

~~21.12.4~~20.12.4 Provide oversight of the Mother's activity schedule,

1 including group meetings, mealtimes, recreation activities, vocational and housing activities, and  
2 transportation support services.

3 ~~21.12.5~~20.12.5 Provide oversight of case management activities including  
4 referrals and aftercare plans.

5 ~~21.12.6~~20.12.6 Assist Program Director with team meetings that are  
6 focused on Mother's service plans and progress in the Program.

7 ~~21.12.7~~20.12.7 Be on-call twenty-four (24) hours, seven (7) days per week  
8 for emergencies.

9 ~~21.12.8~~20.12.8 Maintain collaborative relationships with outside partner  
10 agencies and TFC partner agencies.

11 -Qualifications:

12 ~~21.12.9~~20.12.9 Bachelor's Degree in Social Work, Psychology, Human  
13 Services, or related field from an accredited college.

14 ~~21.12.10~~20.12.10 Must have one (1) to two (2) years of progressively  
15 responsible social work casework experience in a public or private organization with demonstrated  
16 knowledge and experience in substance abuse, treatment, relapse, recovery and conducting support  
17 groups.

18 ~~21.12.11~~20.12.11 Must have an understanding of child development, child  
19 abuse and neglect, and substance abuse.

20 ~~21.12.12~~20.12.12 Must have experience in assigning and monitoring the work  
21 of others.

22 ~~21.12.13~~20.12.13 Possess a valid California State driver's license with  
23 acceptable driving record as determined by CONTRACTOR's insurance carrier and verified  
24 clearance from the California Department of Motor Vehicles.

25 ~~21.13~~20.13 Chief Executive Officer ~~Vice President Prototypes~~

26 -Duties:

27 ~~21.13.1~~20.13.1 Provides strategic and programmatic guidance for the  
28 Pprogram.

~~21.13.2~~20.13.2 Meets weekly with the Vice President of Behavioral Health Residential Services and is on site in Tustin at least bi-monthly.

~~21.13.3~~20.13.3 Has overall responsibility for budgetary planning and budget integrity of the program and human resources/employee relations issues for the program.

-Qualifications:

~~21.13.4~~20.13.4 Masters' Degree in a Behavioral Health field or Non-Profit Management and a minimum of five (5) years of experience in non-profit management, or a Bachelor Degree and ten (10) years equivalent experience in non-profit management.

~~21.14~~20.14 Vice President of Behavioral Health Residential

-Duties:

~~21.14.1~~20.14.1 Provides direct supervision of the Program Manager.

~~21.14.2~~20.14.2 As needed, provides on-site management of the program and staff when the Program Manager is off due to vacation or sick leave.

~~21.14.3~~20.14.3 Has overall responsibility for program and service issues.

-Qualifications:

~~21.14.4~~20.14.4 Masters' Degree in the Behavioral Health field and at least five (5) years of experience in program management, or a Bachelor Degree and seven (7) years of equivalent experience in program management.

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