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

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

W I T N E S E T H:

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

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

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

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

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 1, 2020, and terminate on June 30, 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 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 Mutual Client: A Social Services Agency (SSA) client who has both an open or
15 pending CalWORKs case and an open or pending Children and Family Services (CFS) case.

16 3.9 Treatment Plan: A plan outlining the Mother's goals and objectives for the
17 Program. The initial treatment plan shall be created by the Case Manager, in collaboration with
18 the Mother and the Assigned Social Worker, within seventy-two (72) hours, or as otherwise
19 approved by ADMINISTRATOR, upon Mother's entry into the Program.

20 3.10 Visitors: Volunteers, repairmen, family members, friends, consulting staff, or any
21 other person who is not a resident or a member of CONTRACTOR's staff.

22 4. STATUS OF CONTRACTOR

23 4.1 CONTRACTOR is, and shall at all times be deemed to be, an independent
24 contractor, and shall be wholly responsible for the manner in which it performs the services
25 required of it by the terms of this Agreement. Nothing herein contained shall be construed as
26 creating the relationship of employer and employee, or principal and agent, between COUNTY
27 and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes
28 exclusively the responsibility for the acts of its employees or agents as they relate to services to be

1 provided during the course and scope of their employment.

2 4.2 CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or
3 privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY
4 employees.

5 5. DESCRIPTION OF SERVICES

6 5.1 CONTRACTOR agrees to provide those services, facilities, equipment, and
7 supplies, as described in the Exhibit A to the Agreement between County of Orange and
8 HealthRIGHT 360, for the Provision of Mother and Child Residential Homes Services at Tustin
9 Family Campus (TFC), attached hereto and incorporated herein by reference. CONTRACTOR
10 shall operate continuously throughout the term of this Agreement with the number and type of
11 staff described and as required for provision of services hereunder.

12 5.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require
13 changes in staffing allocations to reflect current workload demands or service needs as long as
14 COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

15 5.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate
16 staff to attend an orientation session and subsequent training sessions given by COUNTY.

17 6. LICENSES AND STANDARDS

18 6.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 29 of
19 this Agreement, who are subject to individual registration and/or licensing requirements, have all
20 necessary licenses and permits required by the laws of the United States, State of California
21 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental
22 agencies to perform the services described in this Agreement, and agrees to maintain, and require
23 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.
24 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with
25 such laws and licensure requirements, including, without limitation, compliance with laws
26 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify
27 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,
28 becoming expired, inactive, etc.).

1 6.2 In the performance of this Agreement, CONTRACTOR shall comply with all
2 applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code
3 of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform
4 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title
5 48 CFR Section 31.2 and all applicable laws and regulations of the United States, State of
6 California, County of Orange, and County of Orange Social Services Agency, and all
7 administrative regulations, rules, and policies adopted thereunder, as each and all may now exist
8 or be hereafter amended.

9 6.2.1 For federally funded Agreements in the amount of \$25,000 or more,
10 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from
11 federal financial assistance programs and/or activities.

12 7. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

13 7.1 Delegation and Assignment

14 7.1.1 In the performance of this Agreement, CONTRACTOR may neither
15 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior
16 written consent of COUNTY. Any attempted delegation or assignment without prior written
17 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of
18 CONTRACTOR, or any change in the corporate structure, the governing body, or the management
19 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of
20 benefits under the terms of this Agreement requiring COUNTY approval.

21 7.1.2 COUNTY reserves the right to immediately terminate the Agreement in the
22 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY
23 for the provision of services under the Agreement.

24 7.2 Change of Ownership

25 CONTRACTOR agrees that if there is a change or transfer in ownership of
26 CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an
27 assignment of the Agreement, the new owners shall be required, under the terms of sale or other
28 instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this

1 Agreement and complete them to the satisfaction of COUNTY.

2 8. SUBCONTRACTS

3 8.1 CONTRACTOR shall not subcontract for services under this Agreement without
4 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a
5 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of
6 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be
7 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision
8 ADMINISTRATOR may require.

9 9. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

10 9.1 Form of Business Organization

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

14 9.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship,
15 partnership, corporation, etc.

16 9.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way
17 of ownership or otherwise, to any parent organization or individual.

18 9.1.3 A detailed statement indicating the relationship of CONTRACTOR to any
19 subsidiary business organization or to any individual who may be providing services, supplies,
20 material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR
21 under this Agreement.

22 9.2 Change in Form of Business Organization

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

1 9.3 Name Change

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

7 10. USE OF COUNTY PROPERTY

8 10.1 During the entire term of this Agreement, CONTRACTOR shall provide services
9 at a two-story, residential style structure located at Tustin Family Campus, a facility wholly owned
10 and operated by County of Orange. CONTRACTOR has entered into a license agreement
11 GA1213-186-2 and an amendment of said license agreement, with a term of July 1, 2016 to June
12 30, 2022, with ADMINISTRATOR for facilities provided by ADMINISTRATOR and shall
13 execute all terms and conditions of said agreement upon ADMINISTRATOR's presentation of
14 said document to CONTRACTOR. Failure to execute the license agreement will result in a breach
15 of this Agreement.

16 10.2 CONTRACTOR is responsible for any costs associated with Fair Employment and
17 Housing Act and Americans with Disabilities Act accommodations for its own employees at
18 COUNTY facilities. COUNTY may, in its sole discretion and on a case-by-case basis, provide for
19 such accommodations at no cost to CONTRACTOR.

20 11. NON-DISCRIMINATION

21 11.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not
22 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of
23 services or benefits, assignment of accommodations, treatment, evaluation, employment of
24 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,
25 ancestry, physical disability, mental disability, medical condition, genetic information, marital
26 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran
27 status, or any other protected group, in accordance with the requirements of all applicable federal
28 or State laws.

1 11.2 CONTRACTOR shall furnish any and all information requested by
2 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
3 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph
4 11 et seq.

5 11.3 Non-Discrimination in Employment

6 11.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal
7 Employment Opportunity," as amended by Executive Order 11375, and as supplemented in
8 Department of Labor regulations (Title 41 CFR Part 60).

9 11.3.2 All solicitations or advertisements for employees placed by or on behalf of
10 CONTRACTOR shall state that all qualified applicants will receive consideration for employment
11 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental
12 disability, medical condition, genetic information, marital status, sex, gender, gender identity,
13 gender expression, age, sexual orientation, military and veteran status, or any other protected
14 group, in accordance with the requirements of all applicable federal or State laws. Notices
15 describing the provisions of the equal opportunity clause shall be posted in a conspicuous place
16 for employees and job applicants.

17 11.3.3 CONTRACTOR shall refer any and all employees desirous of filing a
18 formal discrimination complaint to:

19 California Department of Fair Employment

20 2218 Kausen Drive, Suite 100

21 Elk Grove, CA 95758

22 Telephone: (800) 884-1684

23 (800) 700-2320 (TTY)

24 11.4 Non-Discrimination in Service Delivery

25 11.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights
26 Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age
27 Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in
28 particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as

1 amended; California Civil Code Section 51 et seq., as amended; California Government Code
 2 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
 3 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the
 4 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the
 5 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State
 6 laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title
 7 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
 8 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter
 9 amended. CONTRACTOR shall not implement any administrative methods or procedures which
 10 would have a discriminatory effect or which would violate the California Department of Social
 11 Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there
 12 are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other
 13 legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any
 14 other laws, or the issue may be referred to the appropriate federal agency for further compliance
 15 action and enforcement of Subparagraph 11.4 et seq.

16 11.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal
 17 complaint any and all information as appropriate:

18 11.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs”
 19 (PUB 13)

20 11.4.2.2 Discrimination Complaint Form

21 11.4.2.3 Civil Rights Contacts:

22 County Civil Rights Contact:

23 Orange County Social Services Agency

24 Program Integrity

25 Attn: Civil Rights Coordinator

26 P.O. Box 22001

27 Santa Ana, CA 92702-2001

28 Telephone: (714) 438-8877

1 State Civil Rights Contact:

2 California Department of Social Services

3 Civil Rights Bureau

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

5 Sacramento, CA 94244-2430

6 Federal Civil Rights Contact:

7 U.S. Department of Health and Human Services

8 Office of Civil Rights

9 50 U.N. Plaza, Room 322

10 San Francisco, CA 94102

11 11.4.3 The following websites provide Civil Rights information, publications
12 and/or forms:

13 11.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470>
14 [.pdf](#) (*Pub 470 - Your rights Under Adult Protective Services*)

15 11.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your->
16 [Rights-Under-California-Welfare-Program](#) (*Pub 13 – Your Rights Under California Welfare*
17 *Programs*)

18 11.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply>
19 (*SSA Contractor and Vendor Compliance page*)

20 12. NOTICES

21 12.1 All notices, requests, claims, correspondence, reports, statements authorized or
22 required by this Agreement, and/or other communications shall be addressed as follows:

23 COUNTY: County of Orange Social Services Agency
24 Contracts and Procurement Services
25 500 N. State College Blvd, Suite 100
26 Orange, CA 92868

27 ///

28 ///

1 CONTRACTOR: HealthRIGHT 360
2 1735 Mission St., Suite 2050
3 San Francisco, CA 94103

4 12.2 All notices shall be deemed effective when in writing and deposited in the United
5 States mail, first class, postage prepaid and addressed as above. Any communications, including
6 notices, requests, claims, correspondence, reports, and/or statements authorized or required by this
7 Agreement addressed in any other fashion shall be deemed not given. The parties each may
8 designate by written notice from time to time, in the manner aforesaid, any change in the address
9 to which notices must be sent.

10 13. NOTICE OF DELAYS

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

15 14. INDEMNIFICATION

16 14.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by
17 COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and
18 their elected and appointed officials, officers, employees, agents, and those special districts and
19 agencies which COUNTY’s Board of Supervisors acts as the governing Board (“COUNTY
20 INDEMNITEES”) harmless from any claims, demands, or liability of any kind or nature,
21 including, but not limited to, personal injury or property damage arising from or related to the
22 services, products, or other performance provided by CONTRACTOR pursuant to this Agreement.
23 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction
24 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
25 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.
26 Neither party shall request a jury apportionment.

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1 15. INSURANCE

2 15.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to
3 purchase all required insurance at CONTRACTOR's expense, including all endorsements required
4 herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been
5 complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance
6 and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement.
7 In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this
8 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for
9 CONTRACTOR.

10 15.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of
11 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance
12 as an Additional Insured or maintain insurance subject to the same terms and conditions as set
13 forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if
14 subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR
15 under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance
16 requirements to every subcontractor and to receive proof of insurance prior to allowing any
17 subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR
18 through the entirety of this Agreement for inspection by COUNTY representative(s) at any
19 reasonable time.

20 15.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of
21 Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars
22 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon
23 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is
24 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity
25 provision(s) in the Agreement, agrees to all of the following:

26 15.3.1 In addition to the duty to indemnify and hold COUNTY harmless against
27 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,
28 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend

COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

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

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

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

15.5 Qualified Insurer

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

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

15.7 The policy or policies of insurance maintained by CONTRACTOR shall provide 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

1	Passenger Vehicles up to seven (7) passengers, not including the driver	\$2,000,000 per occurrence
2	Passenger Vehicles for eight (8) or more passengers, not including the driver	\$5,000,000 per occurrence
3		
4	Workers' Compensation	Statutory
5	Employer's Liability Insurance	\$1,000,000 per occurrence
6	Network Security & Privacy Liability	\$1,000,000 per claims made
7		
8	Professional Liability Insurance	\$1,000,000 per claims made
9		\$1,000,000 aggregate
10	Sexual Misconduct Liability	\$1,000,000 per occurrence
11		

12 15.8 Required Coverage Forms

13 15.8.1 Commercial General Liability coverage shall be written on Insurance
14 Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as
15 broad.

16 15.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01,
17 CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

18 15.9 Required Endorsements

19 15.9.1 Commercial General Liability policy shall contain the following
20 endorsements, which shall accompany the Certificate of Insurance:

21 15.9.1.1 An Additional Insured endorsement using ISO form CG 20 26
22 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials,
23 officers, agents and employees, as Additional Insureds or provide blanket coverage, which will
24 state AS REQUIRED BY WRITTEN CONTRACT.

25 15.9.1.2 A primary non-contributing endorsement using ISO form CG 20
26 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and
27 any insurance or self-insurance maintained by the County of Orange shall be excess and non-
28

1 contributing.

2 15.9.2 The Network Security and Privacy Liability policy shall contain the
3 following endorsements which shall accompany the Certificate of Insurance:

4 15.9.2.1 An Additional Insured endorsement naming the County of
5 Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds
6 for its vicarious liability.

7 15.9.2.2 A primary and non-contributing endorsement evidencing that
8 the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the
9 County of Orange shall be excess and non-contributing.

10 15.10 The Workers' Compensation policy shall contain a waiver of subrogation
11 endorsement waiving all rights of subrogation against the County of Orange, its elected and
12 appointed officials, officers, agents and employees or provide blanket coverage, which will state
13 AS REQUIRED BY WRITTEN CONTRACT.

14 15.11 All insurance policies required by this Agreement shall waive all rights of
15 subrogation against the County of Orange, its elected and appointed officials, officers, agents and
16 employees when acting within the scope of their appointment or employment.

17 15.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any
18 policy cancellation and ten (10) days for non-payment of premium and provide a copy of the
19 cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute
20 a material breach of the contract, upon which the COUNTY may suspend or terminate this
21 Agreement.

22 15.13 If CONTRACTOR's Professional Liability and/or Network Security & Privacy
23 Liability policy are a "claims made" policy, CONTRACTOR shall agree to maintain Professional
24 Liability and/or Network Security & Privacy Liability coverage for two (2) years following
25 completion of this Agreement.

26 15.14 The Commercial General Liability policy shall contain a severability of interests
27 clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

28 15.15 Insurance certificates should be mailed to COUNTY at the address indicated in

1 Paragraph 12 of this Agreement.

2 15.16 If CONTRACTOR fails to provide the insurance certificates and endorsements
3 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,
4 award may be made to the next qualified proponent.

5 15.17 COUNTY expressly retains the right to require CONTRACTOR to increase or
6 decrease insurance of any of the above insurance types throughout the term of this Agreement.
7 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
8 appropriate to adequately protect COUNTY.

9 15.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance
10 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance
11 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of
12 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and
13 COUNTY shall be entitled to all legal remedies.

14 15.19 The procuring of such required policy or policies of insurance shall not be construed
15 to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and
16 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits
17 available from the insurer.

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

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

21 16.1 Any instance in which CONTRACTOR becomes a party to any litigation against
22 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance
23 under this Agreement. While CONTRACTOR is required to provide this information without
24 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,
25 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

26 16.2 Any accident or incident relating to services performed under this Agreement that
27 involves injury or property damage which may result in the filing of a claim or lawsuit against
28 CONTRACTOR and/or COUNTY.

1 16.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or
2 relating to services performed by CONTRACTOR under this Agreement.

3 16.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

4 16.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of
5 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this
6 Agreement.

7 16.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom
8 CONTRACTOR is providing the same or similar services, under a written agreement, regardless
9 of service location or jurisdiction.

10 17. CONFLICT OF INTEREST

11 17.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions
12 or conditions that could result in a conflict with COUNTY interests. In addition to the
13 CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and
14 subcontractors associated with the provision of goods and services provided under this Agreement.
15 The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and
16 procedures preventing its employees, agents, and subcontractors from providing or offering gifts,
17 entertainment, payments, loans, or other considerations which could be deemed to influence or
18 appear to influence COUNTY staff or elected officers in the performance of their duties.

19 17.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of
20 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,
21 Agreement performance. While CONTRACTOR will be required to provide this information
22 without prompting from COUNTY any time there is a change regarding conflict of interest,
23 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

24 18. ANTI-PROSELYTISM PROVISION

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

1 19. SUPPLANTING GOVERNMENT FUNDS

2 CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the
3 purposes of this Agreement with any funds made available under this Agreement.
4 CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from
5 COUNTY with respect to, that portion of its obligations which have been paid by another source
6 of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement,
7 either directly or indirectly, as a contribution or compensation for purposes of obtaining federal,
8 State, or COUNTY funds under any federal, State, or COUNTY program without prior written
9 approval of ADMINISTRATOR.

10 20. EQUIPMENT

11 20.1 All items purchased with funds provided under this Agreement, or which are
12 furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand
13 dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital
14 Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital
15 Equipment is limited to the performance of this Agreement. Upon the termination of this
16 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to
17 COUNTY or its representatives, or dispose of them in accordance with the directions of
18 ADMINISTRATOR.

19 CONTRACTOR further agrees to the following:

20 20.1.1 To maintain all items of Capital Equipment in good working order and
21 condition, normal wear and tear excepted.

22 20.1.2 To label all items of Capital Equipment, do periodic inventories as required
23 by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital
24 Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All
25 such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request therefore.

26 20.1.3 To report in writing to ADMINISTRATOR immediately after discovery,
27 the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement
28 agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

1 20.1.4 To purchase a policy or policies of insurance covering loss or damage to
2 any and all Capital Equipment purchased under this Agreement, in the amount of the full
3 replacement value thereof, providing protection against the classification of fire, extended
4 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the
5 parties' interests as they appear.

6 20.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in
7 writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the
8 provisions of this Agreement which are appropriate and directly related to CONTRACTOR's
9 service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for
10 any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if
11 prior written approval has not been obtained from ADMINISTRATOR.

12 20.3 Computer Equipment

13 No computers and/or personal electronic devices, such as tablets and laptop
14 computers, or any component thereof, may be purchased with funds provided under this
15 Agreement regardless of purchase price, without prior written approval of ADMINISTRATOR.
16 Any such purchase shall be in accordance with specifications provided by ADMINISTRATOR,
17 be subject to the same inventory control conditions specified in Subparagraphs 20.1.1 to 20.1.4,
18 and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY upon
19 termination of this Agreement.

20 21. BREACH SANCTIONS

21 21.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or
22 conditions of this Agreement shall be a material breach of this Agreement. In such event,
23 ADMINISTRATOR may, and in addition to immediate termination and any other remedies
24 available at law, in equity, or otherwise specified in this Agreement:

25 21.1.1 Afford CONTRACTOR a time period within which to cure the breach,
26 which period shall be established by ADMINISTRATOR; and/or

27 21.1.2 Discontinue reimbursement to CONTRACTOR for and during the period
28 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery;

1 and/or

2 21.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
3 COUNTY those monies disallowed pursuant to Subparagraph 21.1.2 above.

4 21.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
5 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

6 22. PAYMENTS

7 22.1 Maximum Contractual Obligation

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

10 22.2 Allowable Costs

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

16 22.3 Match

17 In providing services pursuant to this Agreement, CONTRACTOR shall provide a
18 match in an amount no less than ten percent (10%) of the amount paid to CONTRACTOR by
19 COUNTY during the term of this Agreement. CONTRACTOR shall not use government funds to
20 provide its match without prior written approval by the government agency providing the funds
21 and ADMINISTRATOR. The match shall be reflected on the monthly invoice and shall be
22 deducted from payments made by COUNTY to CONTRACTOR. In the event there is a portion
23 of the match unpaid at the termination of this Agreement, it shall be deducted from any monies
24 owed CONTRACTOR by COUNTY, or paid to COUNTY upon demand.

25 22.4 Claims

26 22.4.1 CONTRACTOR shall submit monthly claims to be received by
27 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses
28 incurred in the preceding month. In the event the twentieth (20th) calendar day falls on a weekend

1 or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY
2 holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,
3 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
4 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

5 22.4.2 All claims must be submitted on a form approved by ADMINISTRATOR.
6 ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with
7 the monthly claim, including, inter alia, a monthly statement of services, general ledgers,
8 supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some
9 of which may be required to be copied. Source documents that CONTRACTOR must submit shall
10 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
11 shall retain all financial records in accordance with Paragraph 28 of this Agreement.

12 22.4.3 Payments should be released by COUNTY within a reasonable time period
13 of approximately thirty (30) days after receipt of a correctly completed claim form and required
14 supporting documentation.

15 22.4.4 Year-End and Final Claims

16 22.4.4.1 CONTRACTOR shall submit a final claim by no later than
17 August 30, 2021. Claims received after August 30th may, at ADMINISTRATOR's sole discretion,
18 not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim must be
19 received, upon written notice to CONTRACTOR.

20 22.4.4.2 The basis for final settlement shall be the actual allowable costs
21 as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant
22 to this Agreement; limited, however, to the maximum obligation of COUNTY. In the event that
23 any overpayment has been made, COUNTY may offset the amount of the overpayment against
24 the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
25 pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing
26 herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has
27 been made.

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1 23. OVERPAYMENTS

2 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which
3 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in accordance with
4 any applicable regulations and/or policies in effect during the term of this Agreement, or as
5 established by COUNTY procedure. Any overpayments made by COUNTY which result from a
6 payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to
7 COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment
8 within thirty (30) days after the date of the final audit findings report and prior to any
9 administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected
10 from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within
11 thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees
12 to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this
13 Paragraph.

14 24. OUTSTANDING DEBT

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

18 25. REVENUE

19 25.1 Whenever CONTRACTOR receives any money specifically designated for use in
20 programs funded through this Agreement, excluding any funds specified as a CONTRACTOR
21 match under this Agreement, such monies shall be considered to be a cost off-set and treated as a
22 reduction against the amount claimed by CONTRACTOR.

23 25.2 CONTRACTOR is not required to apply grants or gifts which are unrestricted in
24 use to any cost or expense of CONTRACTOR in which COUNTY participates.

25 26. FINAL REPORT

26 CONTRACTOR shall complete and submit to ADMINISTRATOR a final report within
27 sixty (60) days after the termination of this Agreement, which shall summarize the activities and
28 services provided by CONTRACTOR during the term of this Agreement. CONTRACTOR and

1 ADMINISTRATOR may mutually agree to modify the date upon which the final report must be
2 submitted. Any agreement must be in writing.

3 27. INDEPENDENT AUDIT

4 27.1 CONTRACTOR shall employ a licensed certified public accountant who shall
5 prepare and file with ADMINISTRATOR an annual organization-wide audit of related
6 expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well
7 as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements,
8 Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to
9 the aforementioned regulations for any year covered during the term of this Agreement,
10 CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of
11 CONTRACTOR's financial statements. The audit must be performed in accordance with
12 generally accepted government auditing standards.

13 27.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1
14 through June 30. CONTRACTOR shall provide ADMINISTRATOR its organization-wide audit
15 within fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to
16 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment
17 under this or any subsequent Agreement with CONTRACTOR until such time as the required audit
18 is provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit
19 submission deadline upon notice to CONTRACTOR.

20 28. RECORDS, INSPECTIONS, AND AUDITS

21 28.1 Financial Records

22 28.1.1 CONTRACTOR shall prepare and maintain accurate and complete
23 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five
24 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,
25 State, and federal audits are completed, whichever is later.

26 28.1.2 CONTRACTOR shall establish and maintain reasonable accounting,
27 internal control, and financial reporting standards in conformity with generally accepted
28 accounting principles established by the American Institute of Certified Public Accountants and

1 to the satisfaction of ADMINISTRATOR.

2 28.2 Client Records

3 28.2.1 CONTRACTOR shall prepare and maintain accurate and complete records
4 of clients served and dates and type of services provided under the terms of this Agreement in a
5 form acceptable to ADMINISTRATOR.

6 28.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR
7 during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment
8 under this Agreement, or until all pending COUNTY, State, and federal audits are completed,
9 whichever is later. These records shall be stored in Orange County, unless CONTRACTOR
10 requests and COUNTY provides written approval for the right to store the records in another
11 county. Notwithstanding anything to the contrary, upon termination of this Agreement,
12 CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in
13 accordance with Subparagraph 43.2.

14 28.2.3 COUNTY may refuse payment for a claim if client records are determined
15 by COUNTY to be incomplete or inaccurate. In the event client records are determined to be
16 incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an
17 overpayment within the provisions of this Agreement.

18 28.3 Public Records

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

22 28.4 Inspections and Audits

23 28.4.1 The U.S. Department of Health and Human Services, Comptroller General
24 of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's
25 Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall
26 have access to any books, documents, papers, and records, including medical records, of
27 CONTRACTOR which any of them may determine to be pertinent to this Agreement. Further, all
28 the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate

1 the work performed or being performed under this Agreement and the premises in which it is being
2 performed.

3 28.4.2 CONTRACTOR shall make its books and records available within the
4 borders of Orange County within ten (10) days of receipt of written demand by
5 ADMINISTRATOR.

6 28.4.3 In the event CONTRACTOR does not make available its books and
7 financial records within the borders of Orange County, CONTRACTOR agrees to pay all
8 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to
9 obtain CONTRACTOR's books and records.

10 28.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
11 liability to the State or Federal Government or any agency thereof resulting from any
12 disallowances or other audit exceptions to the extent that such liability is attributable to
13 CONTRACTOR's failure to perform under this Agreement.

14 28.5 Evaluation Studies

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

18 29. PERSONNEL DISCLOSURE

19 29.1 This Paragraph 29 applies to all of CONTRACTOR's personnel providing services
20 through this Agreement, paid and unpaid, including those identified in Paragraph 20 of Exhibit A
21 (hereinafter referred to as "Personnel").

22 29.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all
23 Personnel providing services hereunder, including résumés and job applications. Changes to the
24 list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé
25 and/or job application. The list shall include:

26 29.2.1 Names and dates of birth of all Personnel by title, whose direct services are
27 required to provide the programs described herein;

28 29.2.2 A brief description of the functions of each position and the hours each

1 person works each week, or for part-time Personnel, each day or month, as appropriate;

2 29.2.3 The professional degree, if applicable, and experience required for each
3 position; and

4 29.2.4 The language skill, if applicable, for all Personnel.

5 29.3 Where authorized by law, and in a manner consistent with California Government
6 Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed
7 information regarding the conviction of a crime, by any court, for offenses other than minor traffic
8 offenses. Information discovered subsequent to the hiring or promotion of any prospective
9 Personnel shall be cause for termination from the performance of services under this Agreement.

10 29.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
11 a clearance on the following public websites of the names and dates of birth for all Personnel who
12 will have direct, interactive contact with clients served through this Agreement: U.S. Department
13 of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender
14 Registry (www.meganslaw.ca.gov).

15 29.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
16 a criminal record background check on all Personnel who will have direct, interactive contact with
17 clients served through this Agreement. Background checks conducted through the California
18 Department of Justice shall include a check of the California Central Child Abuse Index, when
19 applicable. Candidates will satisfy background checks consistent with this Paragraph and their
20 performance of services under this Agreement.

21 29.6 CONTRACTOR shall ensure that clearances and background checks described in
22 Subparagraphs 29.4 and 29.5 are completed prior to CONTRACTOR's Personnel providing
23 services under this Agreement.

24 29.7 In the event a record is revealed through the processes described in Subparagraphs
25 29.4 and 29.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of
26 Personnel providing services through this Agreement.

27 29.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to
28 provide services under this Agreement have satisfactory past work records and/or reference checks

1 indicating their ability to perform the required duties and accept the kind of responsibility
2 anticipated under this Agreement. CONTRACTOR shall maintain records of background
3 investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel
4 assigned to provide services under this Agreement, for a minimum of five (5) years from the date
5 of final payment under this Agreement, or until all pending COUNTY, State, and federal audits
6 are completed, whichever is later, in compliance with all applicable laws.

7 29.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
8 arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any
9 Personnel performing services under this Agreement, when such information becomes known to
10 CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to
11 provide services under this Agreement and shall provide notice of such determination to
12 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's
13 decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 21 above.

14 29.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's
15 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

16 29.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel
17 from the performance of services under this Agreement. At the request of COUNTY,
18 CONTRACTOR shall immediately replace said Personnel.

19 29.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated
20 for cause from working on this Agreement.

21 29.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph
22 29 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the
23 terms and conditions of this Agreement.

24 30. EMPLOYMENT ELIGIBILITY VERIFICATION

25 As applicable, CONTRACTOR warrants that it fully complies with all federal and State
26 statutes and regulations regarding the employment of aliens and others, and that all its employees
27 performing work under this Agreement meet the citizenship or alien status requirement set forth
28 in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing

1 work hereunder, all verification and other documentation of employment eligibility status required
2 by federal or State statutes and regulations including, but not limited to, the Immigration Reform
3 and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may
4 be hereafter amended. CONTRACTOR shall retain all such documentation for all covered
5 employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with
6 counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its agents, officers
7 and employees from employer sanctions and any other liability which may be assessed against
8 CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or
9 State statutes or regulations pertaining to the eligibility for employment of any persons performing
10 work under this Agreement.

11 31. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

12 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure
13 that all employees, agents, subcontractors, and all other individuals performing services under this
14 Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section
15 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of
16 the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees,
17 agents, subcontractors, and all other individuals performing services under this Agreement to sign
18 a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and
19 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set
20 forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as
21 they now exist or as they may hereafter be amended.

22 32. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY
23 LAW

24 CONTRACTOR shall notify and provide to its employees, a fact sheet regarding the Safely
25 Surrendered Baby Law, its implementation in Orange County, and where and how to safely
26 surrender a baby. The fact sheet is available on the Internet at www.babysafe.ca.gov for printing
27 purposes. The information shall be posted in all reception areas where clients are served.

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1 33. CONFIDENTIALITY

2 33.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to
3 WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of
4 law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may
5 now exist or be hereafter amended.

6 33.2 All records and information concerning any and all persons referred to
7 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential
8 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other
9 individuals performing services under this Agreement. CONTRACTOR shall require all of its
10 employees, agents, subcontractors, and all other individuals performing services under this
11 Agreement to sign an agreement with CONTRACTOR before commencing the provision of any
12 such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms
13 of this Agreement.

14 33.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all
15 other individuals performing services under this Agreement of this provision and that any person
16 violating the provisions of said California state law may be guilty of a crime.

17 33.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject
18 to the confidentiality requirements of this Agreement.

19 33.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect
20 to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw,
21 and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may
22 hereafter be amended.

23 33.5.1 No access, disclosure, or release of information regarding a child who is the
24 subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is
25 in doubt, no such information shall be released without the written approval of a Judge of the
26 Juvenile Court.

27 33.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court
28 before allowing any child to be interviewed, photographed, or recorded by any publication or

1 organization, or to appear on any radio, television, or internet broadcast or make any other public
2 appearance. Such approval shall be requested through child's Social Worker.

3 34. SECURITY

4 34.1 Security Requirements

5 34.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and
6 COUNTY-related records and information pursuant to all statutory laws relating to privacy and
7 confidentiality that currently exists or exists at any time during the term of this Agreement.
8 CONTRACTOR represents and warrants that it has implemented and will maintain during the
9 term of this Agreement administrative, physical, and technical safeguards to reasonably protect
10 private and confidential client information, to protect against anticipated threats to the security or
11 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or
12 use of COUNTY data. Such safeguards and controls shall include at a minimum:

13 34.1.1.1 Storage of confidential paper files that ensures records are
14 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

15 34.1.1.2 Control of access to physical and electronic records to ensure
16 COUNTY data is accessed only by individuals with a need to know for the delivery of contract
17 services.

18 34.1.1.3 Control to prevent unauthorized access and to prevent
19 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

20 34.1.1.4 Firewall protection.

21 34.1.1.5 Use of encryption methods of electronic COUNTY data while
22 in transit from CONTRACTOR networks to external networks, when applicable.

23 34.1.1.6 Measures to securely store all COUNTY data, including, but not
24 be limited to, encryption at rest and multiple levels of authentication and measures to ensure
25 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.
26 CONTRACTOR further represents and warrants that it has implemented and will maintain during
27 the term of this Agreement administrative, technical, and physical safeguards and controls
28 consistent with State and federal security requirements.

1 34.2 Security Breach Notification

2 34.2.1 CONTRACTOR shall have policies and procedures in place for the
3 effective management of Security Breaches, as defined below. In the event of any actual,
4 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR
5 experiences or learns of that either compromises or could reasonably be expected to comprise
6 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security
7 Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such
8 notification, CONTRACTOR shall, at its own expense, immediately:

9 34.2.1.1 Investigate to determine the nature and extent of the Security
10 Breach.

11 34.2.1.2 Contain the incident by taking necessary action, including, but
12 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in
13 security.

14 34.2.1.3 Report to COUNTY the nature of the Security Breach, the
15 COUNTY data used or disclosed, the person who made the unauthorized use or received the
16 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect
17 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will
18 take to prevent future similar unauthorized use or disclosure.

19 34.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will
20 determine what actions are necessary in response to the Security Breach and who will perform
21 these actions. Actions may include, but are not limited to: notifications; investigation and
22 remediation costs, including notification of all whose personal information was disclosed; outside
23 investigation; forensics; counsel; crisis management; and credit monitoring. In the event
24 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall
25 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection
26 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally
27 required actions.

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1 35. COPYRIGHT ACCESS

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

5 36. WAIVER

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

12 37. SERVICES DURING EMERGENCY AND/OR DISASTER

13 37.1 CONTRACTOR acknowledges that service usage may surge during or after an
14 emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden,
15 urgent, usually unexpected occurrence or event requiring immediate action to protect the health
16 and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in
17 property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as
18 described above may require resources or support beyond the local government's capability and
19 will typically involve a proclamation of a local emergency by the local governing body (e.g., city
20 council, county board of supervisors, or state) and may be declared at the federal level by the
21 President of the United States.

22 37.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust
23 service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY
24 identifies as being impacted by emergencies and/or disasters. Time limited adjustments may
25 include, but are not limited to: providing services at different location(s), assigning staff to work
26 days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents
27 (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and
28 prioritizing services for staff as requested by COUNTY.

1 37.3 CONTRACTOR shall service COUNTY during emergencies and/or declared
2 disaster under the same terms and conditions that apply during non-emergency/disaster conditions.
3 With the exception of overtime hours which require pre-authorization, reimbursement of ordinary
4 expenditures provided during or after an emergency/disaster shall be calculated by the same rates
5 that apply during non-emergency/disaster conditions.

6 38. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

7 38.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use
8 and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including
9 commercial advertisement, promotional purposes, announcements, displays, or press releases,
10 without COUNTY's prior written consent is expressly prohibited.

11 38.2 CONTRACTOR may develop and publish information related to this Agreement
12 where all of the following conditions are satisfied:

13 38.2.1 ADMINISTRATOR provides its written approval of the content and
14 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the
15 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

16 38.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes
17 a statement that the program, wholly or in part, is funded through County, State, and Federal
18 Government funds;

19 38.2.3 The information does not give the appearance that the COUNTY, its
20 officers, employees, or agencies endorse:

21 38.2.3.1 Any commercial product or service; and

22 38.2.3.2 Any product or service provided by CONTRACTOR, unless
23 approved in writing by ADMINISTRATOR; and

24 38.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,
25 or other publicly available social media sites) to publish information related to this Agreement,
26 CONTRACTOR shall develop social media policies and procedures and have them available to
27 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy
28 and Procedures as they pertain to any social media developed in support of the services described

1 within this Agreement. The policy is available on the Internet at
2 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

3 39. ENERGY EFFICIENCY STANDARDS

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

6 40. ENVIRONMENTAL PROTECTION STANDARDS

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

12 40.1 No facility to be utilized in the performance of the proposed grant has been listed
13 on the EPA List of Violating Facilities;

14 40.2 It will notify COUNTY prior to award of the receipt of any communication from
15 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the
16 grant is under consideration to be listed on the EPA List of Violating Facilities; and

17 40.3 It will notify COUNTY and EPA about any known violation of the above laws and
18 regulations.

19 41. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
20 CERTAIN FEDERAL TRANSACTIONS

21 41.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
22 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down
23 by the Office of Management and Budget (OMB) and published in the Federal Register dated
24 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it
25 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must
26 contain, and CONTRACTOR must certify compliance utilizing a form provided by
27 ADMINISTRATOR that cites the following:

28 41.1.1 The definitions and prohibitions contained in the clause at Federal

1 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal
2 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph
3 41.1.2 of this certification.

4 41.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her
5 knowledge and belief as of December 23, 1989, that

6 41.1.2.1 No federal appropriated funds have been paid or will be paid to
7 any person for influencing or attempting to influence an officer or employee of any agency, a
8 Member of Congress, an officer or employee of Congress, or an employee of a Member of
9 Congress on his or her behalf in connection with the awarding of any federal contract, the making
10 of any federal grant, the making of any federal loan, the entering into of any cooperative
11 agreement, and the extension, continuation, renewal, amendment, or modification of any federal
12 contract, grant, loan or cooperative agreement;

13 41.1.2.2 If any funds other than federal appropriated funds (including
14 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any
15 person for influencing or attempting to influence an officer or employee of any agency, a Member
16 of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his
17 or her behalf in connection with this solicitation, the offeror shall complete and submit with its
18 offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;
19 and

20 41.1.2.3 He or she will include the language of this certification in all
21 subcontract awards at any tier and require that all recipients of subcontract awards in excess of
22 \$100,000 shall certify and disclose accordingly.

23 41.1.3 Submission of this certification and disclosure is a prerequisite for making
24 or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes
25 an expenditure prohibited under this provision or who fails to file or amend the disclosure form to
26 be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000,
27 and not more than \$100,000, for each such failure.

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1 42. POLITICAL ACTIVITY

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

5 43. TERMINATION PROVISIONS

6 43.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately
7 with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice
8 shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any
9 breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of
10 CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable
11 control, and repeated or continued violations of COUNTY ordinances unrelated to performance
12 under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless
13 disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to
14 terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

15 43.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon
16 notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to
17 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,
18 and pertinent documents. The Transition Period may be modified as agreed upon in writing by the
19 parties. During the Transition Period, service and data access shall continue to be made available
20 to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
21 transitioning all data in the format determined by COUNTY.

22 43.3 In the event of termination of this Agreement, cessation of business by
23 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide
24 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to
25 promptly provide to COUNTY the COUNTY data if requested to do so on such media as
26 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this
27 Agreement.

28 43.4 The obligations of COUNTY under this Agreement are contingent upon the

1 availability of federal and/or State funds, as applicable, for the reimbursement of
2 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the
3 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement
4 remains in effect or operation. In the event that such funding is terminated or reduced,
5 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum
6 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall
7 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
8 notification of such determination. CONTRACTOR shall immediately comply with
9 ADMINISTRATOR's decision.

10 43.5 If any term, covenant, condition, or provision of this Agreement or the application
11 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement
12 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated
13 thereby.

14 44. GOVERNING LAW AND VENUE

15 This Agreement has been negotiated and executed in the State of California and shall be
16 governed by and construed under the laws of the State of California, without reference to conflict
17 of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole
18 and exclusive venue shall be a court of competent jurisdiction located in Orange County,
19 California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court,
20 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree
21 to waive any and all rights to request that an action be transferred for trial to another county.

22 45. SIGNATURE IN COUNTERPARTS

23 45.1 The parties agree that separate copies of this Agreement may be signed by each of
24 the parties, and this Agreement will have the same force and effect as if the original had been
25 signed by all the parties.

26 45.2 CONTRACTOR represents and warrants that the person executing this Agreement
27 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind
28 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all

1 requirements of CONTRACTOR have been fulfilled to provide such actual authority.

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

3
4 By:  By: _____
5 VITKA EISEN CHAIRWOMAN
6 CHIEF EXECUTIVE OFFICER OF THE BOARD OF SUPERVISORS
7 HEALTHRIGHT360 COUNTY OF ORANGE, CALIFORNIA

8 Dated: 3/10/2020 Dated: _____
9

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

14 _____
15 ROBIN STIELER
16 Clerk of the Board
17 Orange County, California

18 APPROVED AS TO FORM
19 COUNTY COUNSEL
20 COUNTY OF ORANGE, CALIFORNIA

21 By: 
22 DEPUTY

23 Dated: 03/16/20
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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 the Program can be 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 SSA 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.

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

1 support their children.

2 2. REFERRAL PROCESS

3 CONTRACTOR shall:

4 2.1 Provide evaluation of all referred Mothers who complete an application and are
5 determined by ADMINISTRATOR to be eligible to participate in the Program.

6 2.2 Review information provided by ADMINISTRATOR prior to scheduling an
7 interview with each Mother.

8 2.3 Contact each Mother to schedule an initial face-to-face interview, within three (3)
9 business days of receipt of the referral from ADMINISTRATOR.

10 2.4 Conduct the initial face-to-face interview at TFC facility, Mother's home, or other
11 mutually agreed upon location, within fourteen (14) calendar days of referral.

12 2.4.1 CONTRACTOR shall provide an interview time and place that does not
13 interfere with Mother's employment, education, or training activity.

14 2.5 Interview each Mother, thus ensuring she understands the ultimate goal is to
15 maintain sobriety, safely parent her child(ren), live independently, and to acquire and improve life
16 and relationship skills.

17 2.6 Provide each Mother with information regarding rights and responsibilities,
18 including Program rules and compliance, grievance, and appeals processes.

19 2.7 Ensure each Mother has executed a written Waiver and Release with
20 ADMINISTRATOR prior to entering into the Program. In said Waiver and Release, Mother shall
21 acknowledge that she is voluntarily entering the Program with the understanding that she will be
22 waiving confidentiality and privacy rights otherwise guaranteed under California and Federal law.
23 The voluntary Waiver and Release shall:

24 2.7.1 Enable reports to be provided to ADMINISTRATOR regarding each
25 Mother's progress in the Program.

26 2.7.2 Allow assessments of the Program to be undertaken.

27 2.7.3 Advise each Mother of restrictions to be placed upon visitation by family
28 and friends.

1 2.7.4 Acknowledge that a participating Mother's room is subject to reasonable
2 searches by the CONTRACTOR for prohibited items.

3 2.8 Obtain all necessary release forms.

4 2.9 Collaborate with Assigned Social Worker to have a Mother's application re-
5 evaluated for the Program if Mother misses or "no shows" for three (3) consecutive scheduled
6 intake appointments.

7 3. COUNTY RESPONSIBILITIES

8 COUNTY will provide consultation and technical assistance and will monitor performance
9 of CONTRACTOR in meeting the terms of this Agreement.

10 4. PRINCIPLES OF SERVICE

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

12 4.1 Provision of services shall be conducted in a manner responsive to literacy,
13 language, and socio-cultural issues that may impact Mothers and their children;

14 4.2 Barriers relating to mental health and/or substance abuse issues shall be identified
15 and Mother shall be provided the appropriate referrals;

16 4.3 Mothers and their children shall be actively referred to needed services and follow-
17 up shall occur to ensure that the referrals were successful;

18 4.4 Opportunities shall be maximized to provide integrated, coordinated and easily
19 accessible resources for Mothers and their children;

20 4.5 Services shall be family-friendly, family-centered, and trauma-focused;

21 4.6 Services shall be community-based and provide integrated services that coordinate
22 Federal, State and community funding opportunities;

23 4.7 Mother's strengths shall be identified, utilizing motivational and strength-based
24 techniques;

25 4.8 Services shall motivate and encourage Mother's' participation in the Program to
26 facilitate achieving sobriety, employment, education and self-sufficiency; and

27 4.9 Services shall be outcome-driven and identify indicators that accurately reflect
28 progress towards goals and outcomes as stated in Paragraph 9 of Exhibit A of this Agreement.

1 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 5.1.1 Develop a written agreement with each Mother specifying the requirements
8 for Program participation including signature lines to denote agreement with requirements.

9 5.1.1.1 The agreement shall be completed within seventy-two (72)
10 hours, or as otherwise authorized by ADMINISTRATOR, of admission.

11 5.1.2 Collaborate with the Assigned Social Worker to ensure Mother's
12 compliance with Juvenile Court case plan requirements to include monitoring Mother's sobriety
13 and the child(ren)'s safety.

14 5.1.3 Collaborate with ADMINISTRATOR in assisting and developing with each
15 Mother a strength-based and trauma-informed Treatment Plan, to build marketable skills and
16 enhance Mother self-esteem in order to prepare her to enter the workforce. The Treatment Plan
17 shall:

18 5.1.3.1 Include a plan for the children, including, but not limited to
19 school attendance, child care, after-school activities, tutoring, sports, medical and dental
20 appointments, and Counseling.

21 5.1.3.2 Be completed within seventy-two (72) hours, upon admission to
22 the Program, and updated every ninety (90) days thereafter, unless otherwise approved by
23 ADMINISTRATOR.

24 5.1.4 Identify Mother's barriers to employment and evaluate the need for referrals
25 to other service providers in the community, including Health Care Agency's Behavioral Health
26 and Alcohol and Drug Abuse Services.

27 5.1.5 Evaluate Mother's need for supportive services that will assist and/or
28 enhance her ability to maintain sobriety, safely parent her child(ren), obtain or retain employment

1 and/or continue her education.

2 5.1.6 Provide, coordinate, and/or connect children to trauma focused and
3 therapeutic services, as appropriate.

4 5.2 Program Models/Plans

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

7 5.2.1 Education:

8 CONTRACTOR shall:

9 5.2.1.1 Ensure that Mothers who are attending school show satisfactory
10 academic progress to demonstrate successful advancement in meeting the educational goals as
11 described in their Treatment Plan. CONTRACTOR shall ensure that each child is evaluated for
12 school readiness and linked to appropriate services as needed.

13 5.2.1.2 Encourage and assist Mothers in obtaining a High School
14 diploma or General Education Development (GED) certificate and to enroll in college courses
15 and/or literacy/GED tutoring.

16 5.2.1.3 Encourage and assist Mother (if a high school graduate) in
17 seeking higher education for the purposes of expanding future employment opportunities.

18 5.2.2 Employment:

19 CONTRACTOR shall:

20 5.2.2.1 Provide training for Mothers on obtaining employment and
21 assist in developing job retention skills. For Mothers who are CalWORKs participants,
22 CONTRACTOR shall coordinate this training with CalWORKs staff.

23 5.2.2.2 Link Mothers to a Workforce Development Board, CalWORKs
24 Welfare-To-Work program, or other employment programs, to provide employment and training.

25 5.2.2.3 Require Mothers not attending school to participate in job
26 training and/or job search by participating in job search between ten (10) to twenty (20) hours per
27 week, or as identified in their individual case plan, if enrolled in school; and/or participating in
28 employment efforts for twenty (20) to thirty (30) hours per week, or as identified in their individual

1 case plan, if not enrolled in school.

2 5.2.2.4 Assist each Mother in seeking employment through daily
3 communication regarding the job search, and providing support and assistance.

4 5.2.2.5 Discuss job progression to assist Mothers in understanding that
5 the first job may not be ideal; however, it can be a stepping-stone to a better job.

6 5.3 Case Management

7 CONTRACTOR shall:

8 5.3.1 Provide case management services to all Mothers and their children.

9 5.3.2 Meet daily, or as otherwise approved by ADMINISTRATOR, with each
10 Mother.

11 5.3.3 Provide care coordination to each Mother and their child(ren) including the
12 following:

13 5.3.3.1 All medical, dental, mental health and non-medical care;

14 5.3.3.2 Compliance with Juvenile Court case plan;

15 5.3.3.3 Resources and support, including personal care services;

16 5.3.3.4 Support networks;

17 5.3.3.5 Information and care among staff; and

18 5.3.3.6 Advocacy for successful educational experiences for each
19 Mother and each child.

20 5.3.4 Conduct a monthly staff conference to discuss the status of each Mother.

21 5.4 Life Skills Education and Training

22 CONTRACTOR shall:

23 5.4.1 Assist each Mother in developing the life skills necessary to be considered
24 self-sufficient and maintain permanent housing and employment.

25 5.4.2 Provide training components on interpersonal relationships, parenting, sex
26 education, personal safety and hygiene, health issues, alcohol, drugs, tobacco, anger management,
27 budget management, banking, nutrition, meal planning, cooking, shopping, and other topics as
28 they are identified.

1 5.4.3 Discuss and evaluate Mother's monthly budget, planning and money
2 management, teach money management skills, and provide assistance to develop a budget in order
3 to facilitate self-sufficiency.

4 5.4.4 Teach Mothers conflict resolution skills consisting of problem solving
5 skills, principles of conflict resolution, the basics of effective communication and listening, critical
6 and creative thinking, with an emphasis on personal responsibility, and self-discipline.

7 5.5 Parenting Skills and Child Development Education

8 CONTRACTOR shall:

9 5.5.1 Assist each Mother in developing appropriate parenting skills, knowledge
10 of child development milestones, and child safety skills and awareness.

11 5.5.2 Utilize evidenced-based programs for Mothers with their children, which
12 include a parenting training program, children's skills program, and a family skills training
13 program in which both parents and their children practice new behaviors.

14 5.5.3 Promote opportunities for Mothers to spend available time to be coaches for
15 their children that are enrolled in the TFC Early Childhood Development Center as follows:

16 5.5.3.1 During meal times.

17 5.5.3.2 During learning activities.

18 5.5.3.3 When not otherwise engaged in job searches, school education
19 activities (i.e. college courses), substance abuse treatment plan goals, or other activities as defined
20 in this Agreement.

21 5.5.4 Educate Mothers on child abuse laws and reporting.

22 5.5.5 Educate Mothers to use mealtimes as an opportunity to build family
23 connections and foster constructive communication.

24 5.5.6 Provide Mothers referrals for appropriate developmental screenings and
25 services for children that do not attend the TFC Early Childhood Development Center.

26 CONTRACTOR may also link families to other organizations for these services and follow-up to
27 ensure the link was successful.

28 5.5.7 Provide Mothers referrals for their children to educational, physical health

1 and trauma informed mental health services, if needed.

2 5.5.8 Provide activities for children that promote early childhood development.

3 5.6 Child Care/School Enrollment:

4 CONTRACTOR shall:

5 5.6.1 Assist Mothers in accessing subsidized child care or funding through
6 available community programs.

7 5.6.2 Provide a plan for child care coverage during the support group sessions.

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

11 5.7 Substance Abuse Education and Testing

12 CONTRACTOR shall:

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

15 5.7.1.1 Random observed urine drug testing on-site;

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

17 5.7.1.3 Individual substance abuse counseling;

18 5.7.1.4 Group counseling;

19 5.7.1.5 Self-help groups;

20 5.7.1.6 Relapse prevention and other peer support groups;

21 5.7.1.7 Sponsorship system; and

22 5.7.1.8 Crisis intervention.

23 5.7.2 Assist each Mother in Program participation and support their case plan
24 requirements related to substance abuse education, drug testing, and attendance in Alcoholics
25 Anonymous/Narcotics Anonymous (AA/NA) meetings.

26 5.7.3 Provide a plan to ensure that there are no controlled substances and/or
27 alcohol on the premises and establish and enforce a zero tolerance policy.

28 5.7.4 Establish and enforce a plan and ground rules in consultation with Assigned

1 Social Worker, should a Mother be found to be under the influence of a controlled substance or
2 alcohol, as determined by CONTRACTOR.

3 5.8 Support Networks

4 CONTRACTOR shall:

5 5.8.1 Provide services to build and support efforts to enhance relationships
6 between Mother, extended family members, and the child(ren)'s father as appropriate, and to
7 establish community resource partners that may serve as mentors or support persons, as approved
8 by Mother's Assigned Social Worker.

9 5.8.2 Facilitate and/or participate in outreach activities from which Mothers and
10 families may benefit.

11 5.9 Aftercare Services

12 CONTRACTOR shall:

13 5.9.1 Provide coordination of aftercare services for Mothers who have completed
14 the Program and who are interested in participating in Aftercare Services. Aftercare services
15 include, but are not limited to, the following:

16 5.9.1.1 Inviting Mothers to participate in on-site support groups;

17 5.9.1.2 Assisting Mother's in maintaining weekly attendance at AA/NA
18 meetings;

19 5.9.1.3 Providing employment support, such as assisting Mothers with
20 job search, updating resumes, and refining interviewing skills:

21 5.9.1.4 Assistance to secure and maintain affordable childcare and
22 housing; and

23 5.9.1.5 Supporting linkage to community referrals and tracking success
24 of referrals.

25 5.9.2 Track and assess/evaluate the success of each Mother on a monthly basis
26 for the first six (6) months, then every three (3) months for the remaining two (2) years after leaving
27 the Program by seeking feedback from Mothers regarding the aftercare services as described in
28 Subparagraph 5.9.1 above.

1 5.9.3 Offer incentives to Mothers to participate in the Aftercare Services.
2 Incentives shall be mutually determined by CONTRACTOR and ADMINISTRATOR.

3 6. PROGRAM POLICIES AND PROCEDURES

4 6.1 Bank Account/Savings and Budgeting Model/Plan:

5 CONTRACTOR shall:

6 6.1.1 Require and assist each Mother in establishing an interest bearing Federal
7 Deposit Insurance Corporation (FDIC) or Federal Savings and Loan Insurance Corporation
8 (FSLIC) savings account to the satisfaction of each Mother, unless otherwise determined by
9 ADMINISTRATOR.

10 6.1.2 Ensure each Mother who is employed or has income from any source, saves
11 a minimum of thirty percent (30%) of her net income in her savings account to use after completion
12 of the Program. These funds shall be deposited in accordance with Subparagraph 6.1.1 of Exhibit
13 A of this Agreement, or as otherwise determined by ADMINISTRATOR. In the event
14 CONTRACTOR collects funds directly from Mother, CONTRACTOR shall issue a signed receipt
15 to Mother for such funds.

16 6.1.3 Require Mother to show copies of deposit slips, pay stubs, and bank
17 statements.

18 6.2 Personal Safety:

19 CONTRACTOR shall:

20 6.2.1 Require all Mothers to attend safety courses including but not limited to
21 First Aid and cardiopulmonary resuscitation (CPR) courses provided by the Program.

22 6.2.2 Require Mothers to demonstrate respectful and responsible behavior toward
23 other Mothers in the Program, CONTRACTOR's staff, and members of the TFC community.

24 6.3 Visitors:

25 CONTRACTOR shall:

26 6.3.1 Require all visitors to abide by visitation hours.

27 6.3.2 Monitor the behavior of the visitor, and ask the visitor to leave if he/she acts
28 inappropriately CONTRACTOR shall hold Mothers accountable for any problems/damages

1 caused by their visitors.

2 6.3.3 Not allow visitors in possession of or under the influence of a controlled
3 substance and/or alcohol into the TFC facility.

4 6.3.4 Address any problems that arise with a visitor during visitation.

5 6.4 Emergencies:

6 CONTRACTOR shall:

7 6.4.1 Address all emergencies as soon as possible and notify ADMINISTRATOR
8 as appropriate. An emergency is defined as anything requiring immediate attention or assistance
9 from resources such as police, fire, or ambulance.

10 6.4.2 Post emergency telephone numbers for police, fire, ambulance, poison
11 control, SSA, and Case Manager's phone and emergency pager number next to the community
12 house phone in the Mother and Child Residential Homes facility.

13 6.4.3 Verbally notify the Assigned Social Worker and the Specialized Family
14 Services (SFS) Continuing Program Manager or designee, within twenty-four (24) hours of the
15 emergency. This verbal report shall be followed by the submission of a written Special Incident
16 Report within seven (7) calendar days of the incident to Assigned Social Worker.

17 6.5 Medical Issues:

18 CONTRACTOR shall:

19 6.5.1 Clarify with Mothers the appropriate resources to be used in the event of a
20 medical issue and/or emergency upon Mother's entry into the Program.

21 6.5.2 In case of medical emergency with Mother or their children, notify
22 Assigned Social Worker and SFS Continuing Program Manager or designees as soon as possible,
23 although no later than the following day.

24 6.6 Lending or Borrowing Money:

25 CONTRACTOR shall:

26 6.6.1 Discourage Mothers from lending or borrowing money.

27 6.6.1.1 Neither ADMINISTRATOR nor CONTRACTOR shall assume
28 responsibility for replacement or return of funds that a Mother lends or borrows.

6.6.2 Encourage each Mother to pay all debts in a timely manner.

6.7 Budgeting and Payment of Bills:

CONTRACTOR shall:

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

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

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

6.8 Pregnancy:

CONTRACTOR shall:

6.8.1 Allow a pregnant Mother to continue her involvement in the Program as long as appropriate progress towards her goals with reasonable accommodations is maintained, and Mother remains in compliance with Program requirements.

6.9 Discipline:

CONTRACTOR shall:

6.9.1 Inform each Mother on discipline policies and behavioral consequences, which may include, but is not limited to:

6.9.1.1 Visitor restrictions.

6.9.1.2 More frequent meetings with CONTRACTOR and/or Assigned Social Worker.

6.9.1.3 Termination from the Program.

6.9.2 Consult with the Assigned Social Worker to determine appropriate disciplinary action and obtain the approval of the SFS Continuing Program Manager and SSA Supervisor when behavioral consequences beyond standard interventions are required.

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1 6.10 Termination:

2 CONTRACTOR shall:

3 6.10.1 Follow termination guidelines as detailed in this Subparagraph. A Mother
4 may be terminated from the Program for the following reasons:

5 6.10.1.1 When it is determined by the Assigned Social Worker that the
6 children are no longer safe in the care of their Mother.

7 6.10.1.2 Failure to follow Program rules or agreements.

8 6.10.1.3 Involvement in illegal or prohibited activities (e.g., use of
9 alcohol, drugs, theft, assault, etc.).

10 6.10.1.4 Destruction of property.

11 6.10.1.5 Participation in high risk or unsafe behavior.

12 6.10.1.6 Continual misuse of allowance or personal money without
13 demonstration of managing use of money in a responsible manner.

14 6.10.1.7 Violation of visitation policy.

15 6.10.1.8 Making threats of any nature to staff or other Mothers in the
16 Program.

17 6.10.1.9 Absent without leave from the premises.

18 6.10.1.10 Arson.

19 6.10.1.11 Administrative termination when Mother's services are
20 suspended due to administrative action (i.e., court decision, etc.).

21 6.10.2 Consult with the Assigned Social Worker, Senior Social Services
22 Supervisor, and/or SFS Continuing Program Manager or designee prior to an immediate
23 termination. Any Mother may be immediately terminated from the Program for any behavior or
24 misconduct that jeopardizes the Program or anyone's personal safety or success in the Program
25 including her own. Such behavior or acts can include, but are not limited to, violent acts or threats
26 by any Mother that places the immediate safety of others in the community at risk of harm.

27 6.10.3 Consult with the Assigned Social Worker, Senior Social Services
28 Supervisor, and/or SFS Continuing Program Manager or designee prior to a three (3) day notice

1 of termination if CONTRACTOR would like to terminate a Mother from the Program for reasons
2 besides those detailed in Subparagraph 6.10.2.

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

8 7. CONTRACTOR RESPONSIBILITIES

9 CONTRACTOR shall:

10 7.1 Identify Mutual Clients, initiate and/or participate in multidisciplinary team
11 meetings and/or Child and Family Team meetings, communicate with the Assigned Social Worker,
12 develop a service plan, and provide ongoing prevention services.

13 7.2 Utilize management reports or other tools designed to monitor and/or increase
14 participation in the Program.

15 7.3 Attend all mandated trainings/meetings as requested by ADMINISTRATOR.

16 7.4 Provide each Mother with a volunteer mentor or staff while participating in the
17 Program. Mothers shall receive help and support from the volunteer mentor or staff for
18 interpersonal and social skills, and increase Mother's awareness of resources available to them in
19 and around their community (i.e. life skills development). CONTRACTOR shall carefully screen
20 each volunteer mentor or staff per Paragraph 29 of this Agreement prior to any contact with
21 Mothers.

22 7.5 Assist in connecting eligible Mothers with COUNTY CalWORKs staff.
23 CONTRACTOR shall encourage eligible Mothers to apply.

24 7.6 Provide the basic essential needs for Mothers and their children who do not qualify
25 for CalWORKs out of CONTRACTOR's budget, as described in Paragraph 19 of Exhibit A .

26 7.7 Provide space for activities to support group discussions, skill instruction, and
27 educational programs.

28 7.8 Provide assistance to Mothers when they leave the Program, including locating

1 and/or maintaining affordable housing that costs no more than thirty percent (30%) of Mother's
2 gross income.

3 7.9 Housing Allocation:

4 CONTRACTOR shall:

5 7.9.1 Provide residents with housing at TFC during the Mother and child's stay,
6 to include utilities, transportation, purchase of food, cleaning supplies, telephone, cable and other
7 necessities (i.e. basic needs).

8 7.9.2 Permit ADMINISTRATOR to conduct an on-site evaluation of the Mother
9 and Child Residential Homes facilities in order to observe sleeping arrangements and degree of
10 privacy to be afforded to each Mother and her children.

11 7.10 Personal Needs:

12 CONTRACTOR shall:

13 7.10.1 Assist Mothers with the purchase of personal care items, including but not
14 limited to toothpaste, toothbrush, soap, hair care items, hygienic supplies, diapers, etc., if they are
15 unable to purchase these items themselves.

16 7.10.2 Provide a secure and separate storage area for personal items for each
17 Mother. CONTRACTOR shall ensure cleanliness and warmth, by providing a sufficient amount
18 of clean fresh towels, mattress pads, pillows, sheets, and blankets.

19 7.10.3 Ensure Mothers take their clothing and personal items with them upon
20 completion/termination from the Program, if feasible. If not, all clothing shall immediately be
21 stored separately and securely for each individual Mother by CONTRACTOR for a period of thirty
22 (30) calendar days.

23 7.11 Safeguard for Cash Resources, Personal Property and Valuables

24 CONTRACTOR shall:

25 7.11.1 Assist each Mother in keeping cash resources, personal property, and
26 valuables separate and intact. CONTRACTOR shall maintain accurate records of such resources.

27 7.11.2 Mother's contribution towards her savings goal, as established in
28 accordance with Subparagraph 6.1 of Exhibit A, or other cash resources, shall not be commingled

1 with CONTRACTOR's funds or petty cash and shall be released in full to Mother upon Mother's
2 completion/termination from the Program.

3 8. REPORTING REQUIREMENTS

4 8.1 CONTRACTOR shall provide information deemed necessary by
5 ADMINISTRATOR to complete any State-required reports related to the services provided under
6 this Agreement.

7 8.2 CONTRACTOR shall maintain records and submit reports containing such data
8 and information regarding the performance of CONTRACTOR's services, costs, or other data
9 relating to this Agreement, as requested by ADMINISTRATOR, upon a form approved by
10 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon
11 written notice to CONTRACTOR. CONTRACTOR shall submit the following reports:

12 8.3 Intake Report:

13 8.3.1 CONTRACTOR shall prepare an Intake Report on each Mother within
14 thirty (30) days of Mother's start in the Program.

15 8.3.2 The Intake Report shall include, but not be limited to the following:

16 8.3.2.1 Substance abuse history.

17 8.3.2.2 Identification of Mother's and child(ren)'s strengths;

18 8.3.2.3 Medical and dental needs;

19 8.3.2.4 Psychological/psychiatric evaluations obtained;

20 8.3.2.5 Case staffing review summaries;

21 8.3.2.6 Education Assessment;

22 8.3.2.7 Peer adjustment;

23 8.3.2.8 Relationship to staff;

24 8.3.2.9 Involvement in recreation programs;

25 8.3.2.10 Behavioral problems; and

26 8.3.2.11 Familial involvement/relationships/community support.

27 8.3.3 Report shall be submitted to ADMINISTRATOR on a format approved by
28 ADMINISTRATOR.

1 8.4 Treatment Plan:

2 8.4.1 CONTRACTOR shall develop a Treatment Plan in partnership with the
3 Mother's treatment provider(s), including the Assigned Social Worker.

4 8.4.2 The Treatment Plan shall be completed within seventy-two (72) hours of
5 Mother's start in the Program.

6 8.5 Monthly Evaluation:

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

11 8.5.1.1 Progress toward accomplishing goals and outcomes addressed
12 in Paragraph 9 of Exhibit A.

13 8.5.1.2 Identification of Mother's unmet needs, assessment of unmet
14 needs, and efforts made to meet these needs.

15 8.5.1.3 Current status of Mother's and children's physical and
16 psychological health, including a report of medical care received and medication given.

17 8.5.1.4 Modification of the Treatment Plan; and, as necessary, the tasks
18 to be performed by Mother, and changes in the anticipated length of stay.

19 8.5.1.5 The number and dates of contacts with Mother's Assigned Social
20 Worker, psychiatrist(s), psychologist(s), Marriage and Family Therapist(s), and/or Licensed
21 Clinical Social Worker during the monthly report.

22 8.6 Quarterly Performance Report:

23 8.6.1 CONTRACTOR shall provide a quarterly report of Mother's performance
24 relative to her goals and outcomes identified in Paragraph 9 of Exhibit A. The report shall be
25 submitted to ADMINISTRATOR on a format approved by ADMINISTRATOR.

26 8.7 Termination Summary:

27 8.7.1 CONTRACTOR shall deliver to Mother's Assigned Social Worker a
28 closing summary of the records relating to the Mother's treatment within thirty (30) days of

1 Mother's completion/termination from the Program.

2 8.7.2 The Termination Summary shall include, but not be limited to: a closing
3 summary of all issues regularly reported in the Quarterly Performance Report, including records
4 relating to treatment of Mother and child(ren), Mother's progress, children's progress, dates of
5 service, extensions obtained, number of negative/positive urine tests during treatment, goal
6 progress (goal completion), documented behavioral changes to obtain goal, activity log of
7 attendance in services, summary of Mother's cooperation during length of treatment, and
8 statements regarding:

9 8.7.2.1 Mother's Insight regarding issue(s) that required child protective
10 services (if applicable).

11 8.7.2.2 Prognosis.

12 8.7.2.3 Mother's follow-up needs and/or unresolved issues.

13 8.7.2.4 Mother's Strengths.

14 8.7.2.5 Community Resource Linkage provided to Mother, which will
15 include reason for termination (i.e. goal completion, adequate progress, refused/dropped out of
16 services, authorization expired, other.

17 8.8 Aftercare Report:

18 8.8.1 For a minimum of two (2) years following completion of the Program,
19 CONTRACTOR shall complete the follow-up assessments and outcome evaluations as set forth
20 in Subparagraph 5.9.1 of Exhibit A.

21 8.8.2 CONTRACTOR shall provide an Aftercare Report section on client
22 tracking data reports.

23 8.9 Absence:

24 8.9.1 An authorized absence is one that the Mother's Assigned Social Worker and
25 CONTRACTOR have mutually agreed to.

26 8.9.2 If a Mother is aware that she will be expected to be out of the Mother and
27 Child Residential Homes overnight, CONTRACTOR shall require Mother to report to her
28 Assigned Social Worker and CONTRACTOR in advance of the absence.

1 8.9.3 CONTRACTOR shall notify Mother's Assigned Social Worker
2 immediately after learning of Mother's unauthorized absence.

3 8.9.4 If Mother returns voluntarily, CONTRACTOR shall immediately notify
4 Mother's Assigned Social Worker.

5 8.9.5 CONTRACTOR shall file a report in Mother's record of the action taken by
6 CONTRACTOR, as a result of the absence.

7 8.9.6 Following Mother's return, CONTRACTOR shall conduct an evaluation of
8 Mother emphasizing the significance of the absence. All discussions resulting from the evaluation
9 shall be documented in Mother's record.

10 8.9.7 CONTRACTOR shall maintain records of authorized and unauthorized
11 absences in Mother's record.

12 8.10 Tracking Report:

13 8.10.1 CONTRACTOR shall provide a Tracking Report to ADMINISTRATOR
14 on a monthly basis.

15 8.10.2 The Tracking Report will include, but not be limited to: Mother's name, age,
16 gender of child(ren), assessment date, intake outcomes and decisions, date admitted to Program,
17 referral resources, and outcomes.

18 8.11 Serious Illness, Accident/Injury, Hospitalization or Death:

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

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

8.11.2.1 The name of Mother and/or child;

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

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

8.11.2.4 The program under which Mother or child was receiving treatment; and

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

8.12 Special Incidents:

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

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

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

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

8.13 The verbal report shall be followed by the submission of a written "Special Incident Report" on a form approved by ADMINISTRATOR to Mother's Assigned Social Worker within seven (7) calendar days of the incident via secure email.

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1 9. GOAL AND OUTCOMES

2 9.1 Goals

3 9.1.1 The goal of the Program is to help Mothers develop appropriate parenting
4 skills to ensure a safe, stable home for their child(ren), and to provide the treatment and support
5 for Mothers to maintain their sobriety and to become self-sufficient. This goal is achieved by
6 Mother and Child Residential Homes Services providing services to assist in knowledge of
7 substance abuse treatment and recovery, parenting and child development, and to increase parental
8 resilience.

9 9.2 Individual Outcome Measures for Mothers

10 9.2.1 The following outcomes shall be measured by activities/tools, which may
11 include written and/or electronic surveys given to Mothers, social workers, and others; utilizing
12 methods determined by COUNTY. Measurement tools are subject to change based on program
13 and evaluation needs determined by COUNTY.

14 9.2.2 CONTRACTOR shall measure the following key focus areas as outcomes
15 to determine individual program effectiveness:

16 9.2.2.1 Child safety;

17 9.2.2.2 Child development;

18 9.2.2.3 Daily living skills and ability to care for children;

19 9.2.2.4 Substance abuse prevention;

20 9.2.2.5 Preventative health and safety activities (including
21 immunizations, well-baby checks, nutrition, smoking cessation, education, pregnancy prevention,
22 and establishing and using a health home). A "health home," also known as a medical home, which
23 means a model of delivering primary care that is accessible, continuous, comprehensive, family-
24 centered, coordinated, compassionate, and culturally responsive care;

25 9.2.2.6 Academic achievement;

26 9.2.2.7 Employment and career development;

27 9.2.2.8 Vocational training;

28 9.2.2.9 Job placement and retention;

- 1 9.2.2.10 Household management;
- 2 9.2.2.11 Financial Literacy and competency;
- 3 9.2.2.12 Consumer resource usage;
- 4 9.2.2.13 Interpersonal/social and self-development skills;
- 5 9.2.2.14 Survival skills;
- 6 9.2.2.15 Computer/Internet skills;
- 7 9.2.2.16 Car seat safety; and
- 8 9.2.2.17 Locating and using child care.

9 9.3 Program Outcomes

10 CONTRACTOR shall meet the following programmatic outcomes during the term
11 of this Agreement:

12 9.3.1 Sixty percent (60%) of Mothers will have demonstrated sobriety through
13 negative random weekly drug testing.

14 9.3.2 Sixty percent (60%) of Mothers will have demonstrated sobriety through
15 documented attendance in a twelve (12) step program.

16 9.3.3 Eighty percent (80%) of Mothers have consistently attended ninety percent
17 (90%) of the Parenting Skills Group.

18 9.3.4 Eighty (80%) percent of Mother's have demonstrated the ability to meet the
19 child needs of daily living and the provision of developmentally appropriate supervision and
20 parenting.

21 9.3.5 Eighty percent (80%) of Mothers shall be fully engaged in all Treatment
22 Plan activities which meet CalWORKs Welfare-to-Work hourly participation requirements by the
23 end of month two (2) of entering the Program. Mothers in a One-Parent Assistance Unit with a
24 child under six (6) years old shall participate a minimum average of twenty (20) hours per week.
25 Mothers in a One-Parent Assistance Unit with no child under six (6) years old shall participate a
26 minimum average of thirty (30) hours per week.

27 9.3.6 Eighty percent (80%) of Mothers shall be in compliance with their
28 individual Treatment Plan goals each month.

1 9.3.7 Seventy percent (70%) of Mothers shall have successfully met their
2 employment goals upon planned discharge from the Program.

3 9.3.8 Seventy percent (70%) of Mothers shall have successfully completed their
4 educational goals upon planned discharge from the Program.

5 9.3.9 Eighty percent (80%) of Mothers shall have developed a savings account
6 and deposited at least thirty percent (30%) of their income upon planned discharge from the
7 Program.

8 9.4 ADMINISTRATOR may, in its sole discretion, require changes to the outcomes
9 stated in Paragraph 9 herein, in accordance with any changes in law and/or State policy or
10 regulation.

11 10. CASE RECORDS AND CASE DOCUMENTATION

12 10.1 CONTRACTOR shall maintain physical case records (hard copy). Content of the
13 physical case records must be in a format approved by ADMINISTRATOR.

14 10.2 Information in case records shall be treated as confidential, maintained in a secure
15 area, and released only to ADMINISTRATOR as required, or to others upon approval of
16 ADMINISTRATOR.

17 10.3 CONTRACTOR shall accurately maintain and update the case narrative in the case
18 record in a timely fashion whenever there is contact with Mother. All entries by CONTRACTOR
19 are to be signed, dated, legible, and in a format approved by ADMINISTRATOR. Case narratives
20 shall include, but are not limited to, the following:

21 10.3.1 Date referral is received, assessment of service needs, actions taken, and
22 status of referrals;

23 10.3.2 Progress of Treatment Plan goals, outcomes, and follow-up dates arranged
24 during contact;

25 10.3.3 Weekly participation hours;

26 10.3.4 Complete and accurate description of the case activity;

27 10.3.5 Issues related to Mother's progress toward the established Treatment Plan;

28 and

1 10.3.6 The closing narrative shall include date and reason for the termination,
2 incomplete actions and reasons, actions to be taken upon termination.

3 10.4 Items in the physical case records may include, but are not limited to, the following:

4 10.4.1 CFS Case Plan Goals.

5 10.4.2 The Treatment Plan and amendments.

6 10.4.3 Documentation of all services provided.

7 10.4.4 Documentation of community organizations working with the Mother.

8 10.4.5 Child care arrangements/documentation.

9 10.4.6 Documentation/justification for supportive services.

10 10.4.7 Documentation regarding any cooperation issues and cause determinations.

11 10.4.8 Attendance and progress reports.

12 10.4.9 Family connections and support network.

13 10.4.10 Employment information and employment retention tracking.

14 10.4.11 Documentation of changes in earnings.

15 10.4.12 Documentation of savings, as described in Subparagraph 6.1 of Exhibit A.

16 10.4.13 Standard release forms as needed for collateral contacts.

17 10.4.14 Documentation of language needs and how they were resolved, as
18 applicable.

19 10.4.15 Copies of rights and responsibilities, and other forms and documents
20 required in program procedures.

21 10.4.16 Medical verifications, as applicable.

22 11. CASE REVIEW CONFERENCES

23 11.1 CONTRACTOR shall conduct a monthly Case Review Conference to present and
24 review the progress of participating Mothers. CONTRACTOR shall invite the Assigned Social
25 Worker(s) to participate with at least two (2) weeks' notice of the scheduled meeting. Topics to
26 be discussed may include but are not limited to, Mother's dynamics, case challenges, and
27 successful strategies for service delivery, resources utilized, outcomes, and SSA case plan
28 compliance.

1 11.2 CONTRACTOR agrees that all CONTRACTOR's direct staff shall attend these
2 meetings monthly. CONTRACTOR may attend with CONTRACTOR's staff to provide
3 consultation and assistance in monitoring and determining the focus of the programmatic services
4 provided under this Agreement. CONTRACTOR shall provide feedback to the Assigned Social
5 Worker on at least a monthly basis or as deemed necessary by the Assigned Social Worker.

6 12. FACILITIES

7 CONTRACTOR shall:

8 12.1 Provide transitional housing and supportive services for up to fifteen (15) Mothers
9 and their children at TFC.

10 12.2 Provide Mothers with key cards so they may enter or leave their living units at any
11 time.

12 12.3 Maintain the Mother and Child Residential Homes in a manner which shall ensure
13 the well-being, protection, health, safety, and comfort of each Mother and her child(ren).

14 12.4 Have Mother and Child Residential Homes professionally deep-cleaned on a
15 quarterly basis, which includes but is not limited to carpet cleaning, mopping and polishing
16 flooring, cleaning the grout between tiles, and cleaning walls, furniture, bedding, bathrooms, living
17 quarters, dining areas, etc.

18 12.5 Provide work spaces for CONTRACTOR's staff.

19 13. RESIDENTIAL GUIDELINES

20 13.1 Residence Management/Cleanliness

21 13.1.1 CONTRACTOR is not responsible to keep Mother's residence clean or to
22 do Mother's laundry.

23 13.1.2 Each bedroom within the Mother and Child Residential Homes is subject to
24 a weekly unannounced inspection by CONTRACTOR. Each bedroom shall be evaluated on
25 cleanliness, tidiness, compliance with visitor regulations, and any other aspect as related to the
26 regulations of the Program. CONTRACTOR may offer Mothers special incentives for the cleanest
27 bedroom at the end of each month.

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1 13.2 Furnishings

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

5 13.3 Property

6 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 13.4 Alcohol and Other Drugs:

11 13.4.1 CONTRACTOR shall not permit drugs or alcohol on the TFC premises. If
12 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 13.4.2 In consultation with the Assigned Social Worker, CONTRACTOR may
16 immediately terminate any Mother found using a controlled substance or alcohol at the TFC from
17 the Program.

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

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

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

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1 13.5 Decorating Room

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

3 13.5.2 CONTRACTOR shall ensure all décor is appropriate and must not contain,
4 for example, obscenities, vulgar content, and/or gang-related material.

5 13.6 Noise Level

6 13.6.1 CONTRACTOR shall require Mothers to adhere to the noise level rules of
7 the TFC facility and keep noise level from television, radio equipment, electronic media, and
8 computers, etc., at a reasonable level.

9 13.7 Vehicles

10 13.7.1 1.8.1 CONTRACTOR shall ensure each Mother has a valid driver's
11 license, proof of insurance, and maintained insurance, in order to drive a vehicle. If mother is
12 transporting children, CONTRACTOR shall ensure appropriate use of car safety seats.
13 CONTRACTOR shall ensure a Mother does not violate any conditions of probation related to
14 operating a motor vehicle.

15 13.7.2 CONTRACTOR may terminate a Mother from the program for failing to
16 follow these vehicle rules.

17 13.8 Use of Utilities and Phone

18 13.8.1 All Mother and Child Residential Homes shall contain a working
19 community house phone, cable television, and utilities such as water, electricity and heating in
20 good working condition. CONTRACTOR shall work with Mothers to provide house rules for the
21 use of community house phones which shall be restricted to local calls.

22 13.8.2 CONTRACTOR shall instruct each Mother on proper usage and
23 functioning of these systems, and ensure Mother does not use these resources in excess.

24 13.9 Weapons:

25 13.9.1 CONTRACTOR shall ensure no weapons of any kind (guns, knives, etc.)
26 are allowed to be in the possession of any Mother or in the Mother and Child Residential Homes
27 facility or the TFC premises for any reason. Cooking knives and sharp utensils are to be locked
28 up when not in use. Failure to comply with these rules shall lead to immediate termination from

1 the Program.

2 14. HANDLING COMPLAINTS

3 14.1 CONTRACTOR shall develop, operate, and maintain procedures for receiving,
4 investigating and responding to complaints, including Civil Rights complaints, requests for
5 COUNTY reviews and negative comments relating to the TFC.

6 14.2 CONTRACTOR shall maintain a log for identification and response to Mother's
7 complaints. When complaints cannot be resolved informally, a system of follow-through will be
8 instituted which adheres to formal plans for specific actions and strict time deadlines. Ideally
9 responses to complaints should occur within two (2) business days.

10 14.3 CONTRACTOR shall notify SFS Program Manager and SFS Program Liaison of
11 Mother's complaints within three (3) business days via email.

12 14.4 For Civil Rights complaints, refer to Subparagraph 11.4 of this Agreement.

13 14.5 CONTRACTOR shall identify issues with potential legal implications and review
14 any such cases with designated COUNTY staff prior to responding to the complaints.

15 14.6 CONTRACTOR shall provide ADMINISTRATOR, in a form approved by
16 ADMINISTRATOR, information pertaining to complaints, as well as CONTRACTOR's response
17 to any complaints as described above within ten (10) business days of the complaint.
18 CONTRACTOR shall provide a summary of all complaints and/or negative comments as
19 prescribed and on a format approved by ADMINISTRATOR. Complaints include, but are not
20 limited to, complaints from Mothers, other contract service providers, community organizations,
21 and the public.

22 15. OUTSIDE CONTACTS

23 CONTRACTOR shall:

24 15.1 Immediately inform ADMINISTRATOR of any inquiry from an elected official,
25 their representative, participant advocate, parent's counsel, or the press, and immediately provide
26 information in order to permit ADMINISTRATOR to respond.

27 15.2 Consult with ADMINISTRATOR prior to initiating contact with an elected official,
28 their representative, participant advocate, parent's counsel or the press.

1 15.3 Inform ADMINISTRATOR prior to initiating contact with an elected official or
2 their representative.

3 16. QUALITY CONTROL

4 16.1 During the term of this Agreement, CONTRACTOR shall establish and utilize a
5 comprehensive Quality Control Plan, on a format approved by ADMINISTRATOR, to monitor
6 the level of program service and quality. The Quality Control Plan shall be effective on the start
7 date of this Agreement and be updated and resubmitted for ADMINISTRATOR approval when
8 changes occur. The Quality Control Plan shall include, but not be limited to, the following:

9 16.2 The method for ensuring the services, deliverables, and requirements defined in this
10 Agreement are being provided at or above ADMINISTRATOR's level of quality;

11 16.3 The method for assuring that the professional staff rendering services under this
12 Agreement have the necessary qualifications;

13 16.4 The method for identifying and preventing deficiencies in the quality of service as
14 defined by COUNTY policy;

15 16.5 The method for providing ADMINISTRATOR with a copy of CONTRACTOR's
16 case reviews, a clear description of, and corrective action taken, to resolve identified problems;

17 16.6 Items/areas to be inspected on either a scheduled or unscheduled basis, how often
18 inspections shall be accomplished, and the title of the individual(s) who shall perform the
19 inspections;

20 16.7 Specific methods for identifying and preventing deficiencies in the quality of
21 service performed, before the level of performance becomes unacceptable; and

22 16.8 Maintenance of a file of all inspections conducted by CONTRACTOR and, if
23 necessary, the corrective action taken.

24 17. BUSINESS CONTINUITY PLAN

25 17.1 CONTRACTOR shall provide a written Business Continuity Plan (BCP) that
26 identifies how CONTRACTOR will continue to provide services after a business interruption,
27 including, but not limited to a man-made or natural disaster.

28 17.2 The BCP shall include a Disaster Preparedness and Response Plan and shall be

1 submitted to ADMINISTRATOR within thirty (30) days prior to the start of this Agreement. The
2 BCP shall be reviewed, updated, and resubmitted to ADMINISTRATOR as changes occur.

3 17.3 The Disaster Preparedness and Response plan shall include, but not be limited to,
4 the following:

5 17.3.1 Evacuation protocols and procedures that include CONTRACTOR'S
6 responsibility for the safety, relocation, and tracking of all Mother's and children's welfare in its
7 care during any disaster event.

8 17.3.2 Notification to be made to ADMINISTRATOR with regard to Mother's
9 welfare, including the provision of on-site emergency contact information.

10 17.3.3 Provisions for maintaining court ordered services during a disaster.

11 17.3.4 Protection and recovery of Mother's records.

12 17.3.5 Provision of crisis-response services to Mothers and children such as crisis
13 counseling, medical needs, both through the provision of prescribed medications, or through the
14 provision of emergency medical services.

15 17.3.6 Disaster response training for staff.

16 17.3.7 Maintenance and review of plan at regular intervals.

17 18. CONTRACTOR PERFORMANCE MONITORING/UTILIZATION REVIEWS

18 18.1 CONTRACTOR'S performance will be monitored and reviewed by
19 ADMINISTRATOR who will conduct reviews as part of an ongoing evaluation of
20 CONTRACTOR'S performance. Cases to be reviewed shall be randomly selected by
21 ADMINISTRATOR and may include both open and closed cases.

22 18.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR'S
23 facility referenced in Paragraph 12 of Exhibit A, with date and time determined at
24 ADMINISTRATOR'S discretion. ADMINISTRATOR may provide oral and/or written feedback
25 regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take
26 corrective action accordingly.

27 18.3 ADMINISTRATOR may use a variety of inspection methods to evaluate
28 CONTRACTOR'S performance, including, but not be limited to, the following:

1 18.3.1 Inspection of CONTRACTOR's case files and applicable data reports to
2 ensure compliance with outcome objectives.

3 18.3.2 Random sampling of Program activities including a review of case files as
4 determined by ADMINISTRATOR.

5 18.3.3 Activity checklists and random observations.

6 18.3.4 Inspection of output items on a periodic basis as deemed necessary.

7 18.3.5 Computer data system reports.

8 18.3.6 Mothers' complaints and/or Mother's questionnaires.

9 18.4 When it is determined those services were not performed in accordance with this
10 Agreement and/or COUNTY policies during the review period, ADMINISTRATOR may require
11 a corrective action plan. CONTRACTOR shall, within the time period specified in any such
12 corrective action plan, remedy the performance defects.

13 18.5 CONTRACTOR shall cooperate with ADMINISTRATOR in providing the
14 information necessary for performance monitoring, and with authorized State or Federal
15 representatives who may audit Program services.

16 18.6 Performance evaluation meetings will be conducted as deemed necessary by
17 ADMINISTRATOR.

18 19. BUDGET

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

	Maximum		
<u>LINE ITEMS:</u>	Hourly or		
	<u>Salary Rate⁽¹⁾</u>	<u>FTEs⁽²⁾</u>	<u>Amount⁽³⁾</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

1	Life Skills Development Manager	18.48	1.00	38,429
2	Overnight Counselor	18.50	2.80	103,064
3	Child/Family Program Therapist	28.63	1.00	59,552
4	Childcare/Parenting Specialist	18.28	<u>1.00</u>	<u>38,040</u>
5	Subtotal Direct Service Positions		10.80	\$ 471,565
6	Benefits ⁽⁴⁾ (30%)			141,470
7	Subtotal Direct Service Positions and Benefits			\$ 613,035
8	<u>Administrative Positions</u> ⁽⁵⁾⁽⁶⁾ :			
9	Program Director (Salary per month)	6,977	1.00	83,723
10	Vice President of Behavioral Health	15,757	0.07	13,236
11	Chief Executive Officer	10,372	<u>0.35</u>	<u>43,564</u>
12	Subtotal Administrative Positions		1.42	\$ 140,523
13	Benefits ⁽⁴⁾ (30%)			25,117
14	In-Kind Benefits ⁽⁴⁾⁽¹¹⁾ (30%)			17,040
15	Subtotal Administrative Positions and Benefits			\$ 182,680
16	Total Salaries and Employee Benefits			\$ 795,715
17	<u>Services and Supplies:</u>			
18	On-Call Counseling Services			\$ 20,500
19	Office Expense			11,000
20	Security			850
21	Staff Development/Trainings			1,000
22	Program Expense			27,000
23	Telephone			5,000
24	Mileage ⁽⁷⁾			1,000
25	Other ⁽⁸⁾			<u>62,400</u>
26	Total Services and Supplies			\$ 128,750

1	<u>Operating Expenses:</u>	
2	Vehicle Lease/Rental	10,500
3	Equipment Lease/Rental	3,500
4	Permits, Licenses, and Vehicle Gasoline	1,350
5	Maintenance	1,500
6	Insurance	4,200
7	Total Operating Expense	\$ 21,050
8	<u>Indirect Costs:</u>	
9	Indirect Costs ⁽⁹⁾ (12.6%)	\$ 109,831
10	In-Kind Indirect Costs ⁽⁹⁾⁽¹¹⁾ (12.6%)	<u>\$ 9,304</u>
11	Total Indirect Costs	\$ 119,135
12	GRAND TOTAL	\$1,064,650
13	Minus Cal FRESH Deduction ⁽¹⁰⁾	40,000
14	Minus In-Kind Administrative Position Salaries and Benefits ⁽¹¹⁾	73,840
15	Minus In-Kind Indirect Costs ⁽¹¹⁾	9,304
16	Minus In-Kind Foundation Grants and Donations ⁽¹¹⁾⁽¹²⁾	10,006
17	ANNUAL ACTUAL ALLOWABLE COSTS	\$ 931,500

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

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

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

(4) Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA,

1 Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based
2 on the currently prevailing rates; and expense for accrued vacation time payout, for a separated
3 employee, limited to the actual vacation time accrued during the fiscal year in which the expense
4 is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall
5 benefit rate shall not exceed thirty percent (30%) of the actual salary expense claimed.

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

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

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

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

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

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

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

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

28 19.1 Expenses for extra pay, including but not limited to, overtime, stipends, bonuses,

1 staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Agreement
2 unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an
3 exception and may be approved, on a case-by-case basis, at the sole discretion of
4 ADMINISTRATOR.

5 19.2 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
6 notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE
7 positions without changing COUNTY's maximum obligation as stated in Subparagraph 22.1 of
8 this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in
9 accordance with Subparagraph 43.4 of this Agreement, in the event ADMINISTRATOR reduces
10 the maximum obligation as stated in Subparagraph 22.1, CONTRACTOR and
11 ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as
12 set forth in this Exhibit. Failure to obtain advance written approval for any proposed Budget
13 Modification Request may result in disallowance of reimbursement for those costs.

14 19.3 In the event the budget shown in Paragraph 19.1 of this Exhibit is modified, the
15 modified budget shall remain in effect for the remainder of the contract term, unless superseded
16 by subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR.
17 For example, if Budget Modification #1 is approved on August 15, 2020, the modified budget will
18 remain in effect until Budget Modification #2 is requested and approved in writing.

19 20. STAFF

20 CONTRACTOR shall:

21 20.1 Ensure that all direct service staff have the ability to speak, read, and write in
22 English, and, if applicable, in the specified language, (i.e., Spanish or Vietnamese) in which
23 services are to be delivered. CONTRACTOR shall provide translation services for all languages
24 as needed to ensure Mothers are provided services in the language they speak. Additionally, direct
25 service staff shall have the ability to prepare clear, complete, and concise reports in English.

26 20.2 Provide ongoing training designed to educate employees who work directly with
27 Mothers about substance abuse and mental health; child abuse and neglect; and trauma informed
28 early childhood development education. The training shall be designed to ensure that these

1 employees are able to adequately supervise and counsel Mothers and provide them with training
2 in independent living skills.

3 20.3 Ensure that CONTRACTOR's direct service staff shall not live on the site;
4 however, office space shall be provided for services to be provided under this Agreement.

5 20.4 Provide the following described FTE staff positions to ensure twenty-four (24)
6 hours, seven (7) days per week coverage:

7 20.5 Lead Certified Substance Abuse Counselor

8 Duties:

9 20.5.1 Provide awake on-site supervision and crisis intervention services.

10 20.5.2 Provide Intake coordination, which includes, but is not limited to, initial
11 screening, intake interviews, waitlist management, and scheduling of admission.

12 20.5.3 Assist each Mother with orientation to the Program upon admission.

13 20.5.4 Collect information related to each Mother's history and current situation
14 and assist each Mother in developing a Treatment Plan.

15 20.5.5 Monitor each Mother's progress in the program and work with each Mother
16 to update their Treatment Plan, as necessary.

17 20.5.6 Train and support each Mother on independent living skills, including but
18 not limited to, cooking, meal planning, shopping, and budgeting.

19 20.5.7 Provide individual and group counseling. Monitor Mother and child
20 interactions to ensure safety and well-being of children.

21 20.5.8 Assist with community outings. Participate in staff meetings, team
22 meetings, and in-service trainings.

23 Qualifications:

24 20.5.9 Must be a Substance Use Disorder Counselor with a certifying agency in
25 California.

26 20.5.10 Must have a minimum of two (2) years of experience working in the
27 human services field and must have knowledge of substance abuse treatment, relapse and recovery.

28 20.5.11 Must have experience in conducting support groups.

1 20.5.12 Must have an understanding of child development, child abuse and
2 neglect, and self-sufficiency issues.

3 20.5.13 Possess a valid California State driver's license with acceptable driving
4 record as determined by CONTRACTOR's insurance carrier and verified clearance from the
5 California Department of Motor Vehicles.

6 20.5.14 Must be at least twenty-one (21) years of age.

7 20.6 Certified Substance Abuse Counselor

8 Duties:

9 20.6.1 Provide awake on-site supervision and crisis intervention services. The
10 work schedule shall be Sunday to Thursday or Tuesday to Saturday.

11 20.6.2 Assist each Mother with orientation to the Program upon admission.

12 20.6.3 Collect information related to each Mother's history and current situation
13 and assist each Mother in developing a Treatment Plan.

14 20.6.4 Monitor each Mother's progress in the program and work with each Mother
15 to update their Treatment Plan, as necessary.

16 20.6.5 Train and support each Mother on independent living skills, including but
17 not limited to, cooking, meal planning, shopping, and budgeting.

18 20.6.6 Provide individual and group counseling. Monitor Mother and child
19 interactions to ensure safety and well-being of children.

20 20.6.7 Assist with community outings.

21 20.6.8 Participate in staff meetings, team meetings, and in-service trainings.

22 Qualifications:

23 20.6.9 Must be a Substance Use Disorder Counselor with a certifying agency in
24 California.

25 20.6.10 Must have a minimum of two (2) years of experience working in the
26 human services field and must have knowledge of substance abuse treatment, relapse and recovery.

27 20.6.11 Must have experience in conducting support groups.

28 20.6.12 Must have an understanding of child development, child abuse and

1 neglect, and self-sufficiency issues.

2 20.6.13 Possess a valid California State driver's license with acceptable driving
3 record as determined by CONTRACTOR's insurance carrier and verified clearance from the
4 California Department of Motor Vehicles.

5 20.6.14 Must be at least twenty-one (21) years of age.

6 20.7 Life Skills Development Manager

7 Duties:

8 20.7.1 Shall be responsible for covering shifts scheduled from 8:00 a.m. to 5:00
9 p.m. and may also include evening and weekend hours (as needed).

10 20.7.2 Conduct employment groups to provide Mother's with skills in resume
11 writing, job applications, interviewing, appropriate work behavior, and employer expectations.

12 20.7.3 Assist Mothers to identify public housing assistance programs for which
13 they may be eligible, complete housing and/or rental applications, access waiting lists where
14 applicable, and explore creative means to secure housing such as shared housing arrangements.

15 20.7.4 Assist Mothers with budgeting and maintaining a savings account with
16 thirty percent (30%) of all income to be used upon exit of the program for housing or other needs.

17 20.7.5 Conduct employment groups to provide Mothers with skills in resume
18 writing, job applications, interviewing, appropriate work behavior, and employer expectations.

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

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

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

26 20.7.9 Timely documentation in Mothers' files ensuring agency standards are
27 followed.

28 20.7.10 Participate in team and staff meetings and in-service trainings.

1 Qualifications:

2 20.7.11 Must have a High school diploma and some college preferred.

3 20.7.12 Must have one (1) to two (2) years of experience in the human services
4 field or in the provision of social services, with vocational, employment, and/or housing
5 experience.

6 20.7.13 Possess a valid California State driver's license with acceptable driving
7 record as determined by CONTRACTOR's insurance carrier and verified clearance from the
8 California Department of Motor Vehicles.

9 20.7.14 Must be at least twenty-one (21) years of age Must have an aptitude for
10 or experience with government regulations, especially as they relate to housing programs.

11 20.7.15 Must be experience with working with computers and productivity
12 software, such as Microsoft Office and Outlook.

13 20.7.16 Must have good written and oral communication skills.

14 20.7.17 Bilingual English/Spanish language skills are desirable.

15 20.8 Overnight Counselor

16 Duties:

17 20.8.1 Provide coverage for on-site graveyard shifts, from 11:00 p.m. to 8:00 a.m.
18 daily. The Overnight Counselor shall be responsible for performing the following duties:

19 20.8.2 Provide supervision to Mothers and children during awake activities and
20 while Mothers and children are sleeping.

21 20.8.3 Oversee Mothers' work related activities and independent living skills
22 activities during awake hours.

23 20.8.4 Monitor Mother and child interactions to ensure safety and well-being of
24 children.

25 20.8.5 Assist with community outings as needed.

26 20.8.6 Assist Mothers with time management to ensure Mothers and their
27 children, if applicable, arrive and/or depart to their assigned activities.

28 20.8.7 Document and maintain case notes in Mother's record.

1 20.8.8 Contact Program Director, Program Supervisor, or Vice President of
2 Behavioral Health if consultation related to program issues is needed during the assigned shift.

3 Qualifications:

4 20.8.9 Must be a Registered Substance and Abuse Counseling Intern with a
5 certifying organization recognized by the State of California.

6 20.8.10 Must have a minimum of six (6) months of experience working in the
7 human services field and have knowledge of substance abuse treatment, relapse and recovery.

8 20.8.11 Must have training or education in conducting support groups.

9 20.8.12 Must have an understanding of child development, child abuse, and self-
10 sufficiency.

11 20.8.13 Possess a valid California State driver's license with acceptable driving
12 record as determined by CONTRACTOR's insurance carrier and verified clearance from the
13 California Department of Motor Vehicles.

14 20.8.14 Must be at least twenty-one (21) years of age.

15 20.9 Child/Family Program Therapist

16 Duties:

17 20.9.1 Responsible for covering shifts schedule Monday to Friday, 8:00 a.m. to
18 5:00 p.m.

19 20.9.2 Develop the Parenting Skills Program policies and procedures.

20 20.9.3 Implement and oversee the Parenting Skills Program.

21 20.9.4 Train and supervise staff in the use of the curriculum.

22 20.9.5 Facilitate and oversee scheduled activities to promote Mother and child
23 bonding such as Mommy and Me Groups, story-telling, music groups, arts, and crafts.

24 20.9.6 Provide individual counseling with parents and children as needed and
25 document in Mother's records.

26 20.9.7 Provide developmental assessments and screening of children, as needed.

27 20.9.8 Participate in team and staff meetings and in-service trainings.

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1 Qualifications:

2 20.9.9 Master's Degrees or higher in Social Work, Psychology, and/or
3 Counseling.

4 20.9.10 Must have appropriate State Board licensure.

5 20.9.11 Must have a minimum of two (2) years of experience providing family
6 and child clinical services, or parenting education and training with a culturally diverse population.

7 20.9.12 Must have knowledge of substance abuse and treatment.

8 20.9.13 Must have experience in monitoring other's work.

9 20.9.14 Must have the ability to work in a community based setting.

10 20.9.15 Must have strong verbal communication and writing skills.

11 20.9.16 Possess a valid California State driver's license with acceptable driving
12 record as determined by CONTRACTOR's insurance carrier and verified clearance from the
13 California Department of Motor Vehicles.

14 20.10 Childcare/Parenting Specialist

15 Duties:

16 20.10.1 Responsible for covering shifts scheduled from 8:00 a.m. to 5:00 p.m.,
17 except on the nights that evening groups or other activities will be conducted.

18 20.10.2 Facilitate scheduled activities to promote Mother and child bonding such
19 as Mommy and Me groups, story-telling, music groups, arts, and crafts.

20 20.10.3 Facilitate group meetings using evidence informed parenting and strength
21 based curriculum.

22 20.10.4 Provide on-site child care during program activities with Mothers who are
23 assigned to child care/child development duties as part of program activities.

24 20.10.5 Assist each Mother in locating transportation for off-site schools when
25 necessary.

26 20.10.6 Assist each Mother participating in the Program and Mothers who have
27 exited the Program, in obtaining quality off-site child care while they are working.

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Qualifications:

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

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

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

20.10.10 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.

20.11 Program DirectorDuties:

20.11.1 Oversee and manage all aspects of the Program.

20.11.2 Supervise all lower level staff as applicable.

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

20.11.4 Facilitate staff meetings and clinical meetings.

20.11.5 Create Program budget and monitor revenue and expenses.

20.11.6 Oversee Program billing and monitor quality assurance.

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

20.11.8 Prepare grant proposals and coordinate fundraising activities.

Qualifications:

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

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.

20.11.11 Must have an understanding of child development, child abuse and

1 neglect, and must have experience in assigning and monitoring the work of others.

2 20.11.12 Possess a valid California State driver's license with acceptable
3 driving record as determined by CONTRACTOR's insurance carrier and verified clearance from
4 the California Department of Motor Vehicles.

5 20.12 Program Supervisor

6 Duties:

7 20.12.1 Recruit, hire, supervise, and train staff.

8 20.12.2 Supervise all lower level staff as applicable.

9 20.12.3 Schedule staff to ensure twenty-four (24) hour, seven (7) days per week
10 coverage for the Program.

11 20.12.4 Provide oversight of the Mother's activity schedule, including group
12 meetings, mealtimes, recreation activities, vocational and housing activities, and transportation
13 support services.

14 20.12.5 Provide oversight of case management activities including referrals and
15 aftercare plans.

16 20.12.6 Assist Program Director with team meetings that are focused on Mother's
17 service plans and progress in the Program.

18 20.12.7 Be on-call twenty-four (24) hours, seven (7) days per week for
19 emergencies.

20 20.12.8 Maintain collaborative relationships with outside partner agencies and
21 TFC partner agencies.

22 Qualifications:

23 20.12.9 Bachelor's Degree in Social Work, Psychology, Human Services, or
24 related field from an accredited college.

25 20.12.10 Must have one (1) to two (2) years of progressively responsible
26 social work casework experience in a public or private organization with demonstrated knowledge
27 and experience in substance abuse, treatment, relapse, recovery and conducting support groups.

28 20.12.11 Must have an understanding of child development, child abuse and

neglect, and substance abuse.

20.12.12 Must have experience in assigning and monitoring the work of others.

20.12.13 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.

20.13 Chief Executive Officer

Duties:

20.13.1 Provides strategic and programmatic guidance for the Program.

20.13.2 Meets weekly with the Vice President of Behavioral Health

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:

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.

20.14 Vice President of Behavioral Health

Duties:

20.14.1 Provides direct supervision of the Program Manager.

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.

20.14.3 Has overall responsibility for program and service issues.

Qualifications:

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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