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AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
PROTOTYPES, CENTERS FOR INNOVATION IN  
HEALTH, MENTAL HEALTH AND SOCIAL SERVICES  
FOR THE PROVISION OF MOTHER AND CHILD RESIDENTIAL HOMES SERVICES  
AT  
TUSTIN FAMILY CAMPUS

THIS AGREEMENT, entered into this 1st day of, July, 2012 which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and PROTOTYPES, CENTERS FOR INNOVATION IN HEALTH, MENTAL HEALTH AND SOCIAL SERVICES, 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 S E T H:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Mother and Child Residential Homes at Tustin Family Campus; and

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

WHEREAS, such contracts are authorized and provided for pursuant to Health and Safety Code Sections 1559.110 and 1559.115;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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Exhibit A

1. POPULATION TO BE SERVED..... 1  
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1           1.     TERM

2           The term of this Agreement shall commence on July 1, 2012 and terminate  
3 on June 30, 2015, unless earlier terminated pursuant to the provisions of  
4 Paragraph 45 of this Agreement; however, CONTRACTOR shall be obligated to  
5 perform such duties as would normally extend beyond this term, including but  
6 not limited to obligations with respect to indemnification, audits, reporting  
7 and accounting. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to  
8 extend the term of this Agreement, for up to twelve (12) additional months  
9 upon the same terms and conditions, provided that COUNTY's maximum obligation  
10 as stated in Subparagraph 19.1 of this Agreement does not increase as a  
11 result.

12           2.     ALTERATION OF TERMS

13           This Agreement, including any Exhibit(s) attached hereto and incorporated  
14 by reference, fully expresses all understandings of the parties and is the  
15 total Agreement between the parties as to the subject matter of this Agreement.  
16 No addition to, or alteration of, the terms of this Agreement, whether written  
17 or verbal, by the parties, their officers, agents, or employees, shall be valid  
18 unless made in the form of a written amendment to this Agreement which is  
19 formally approved and executed by both parties.

20           3.     DEFINITIONS

21           3.1    Adult Mother: An individual eighteen (18) years or older, who has  
22 care and control of her child(ren), hereinafter referred to as "MOTHER."

23           3.2    Assigned Social Worker: A COUNTY employee responsible for  
24 monitoring MOTHER's participation in the Mother and Child Residential Homes  
25 Program, overseeing special events and activities, and assisting CONTRACTOR's  
26 Case Manager in ensuring that MOTHERs accomplish the goals set in the  
27 Treatment Plan.

28           ///

1           3.3 CalWORKs: The California Work Opportunity and Responsibility to  
2 Kids Act of 1997 as described in California Welfare and Institutions Code  
3 (WIC) Section 11200 et seq.

4           3.4 Care and Control: A MOTHER's care and control of her child(ren) is  
5 determined by one of more of the following factors: deciding where the child attends  
6 school or child care; dealing with the school on educational decisions and problems;  
7 controlling participation in extracurricular and recreational activities; arranging  
8 medical and dental care services; claiming the child as a tax dependent; and  
9 purchasing and maintaining the child's clothing.

10          3.5 Case Manager: An employee of CONTRACTOR who is responsible for  
11 providing all of the case management duties for MOTHERs in the Program.

12          3.6 Culturally Responsive: The general knowledge of cultural values of  
13 individuals from diverse ethnic groups, the ability to recognize, respect,  
14 affirm, and value the worth of individuals from different ethnic groups and  
15 the ability to interact responsively, respectfully, and effectively with  
16 people from diverse cultures, classes, races, ethnic groups, and religious  
17 backgrounds in a manner that recognizes, affirms, and values the worth of  
18 individuals, families, and communities as well as protecting the dignity of  
19 each person.

20          3.7 Mentor: An adult who provides friendship, guidance, and support to  
21 MOTHERs.

22          3.8 Motivational Enhancement Therapy: A time-limited four-session  
23 adaptation used in Project MATCH, a US-government-funded study of treatment  
24 for alcohol problems and the Drinkers' Check-up, which provides normative-  
25 based feedback and explores client motivation to change in light of the  
26 feedback.

27          3.9 Mutual Client: A Social Services Agency (SSA) client who has both  
28 an open or pending CalWORKs case and an open or pending Children and Family

1 Services (CFS) case.

2 3.10 Programming: The attendance and participation in therapeutic  
3 groups and classes, such as, but not limited to individual counseling, group  
4 counseling, chemical dependency education, twelve (12) step meetings, and peer  
5 support groups. Programming activities are identified in the MOTHER's  
6 Treatment Plan, as described in Subparagraph 3.12 below.

7 3.11 Strengthening Families Program (SFP): A nationally and  
8 internationally recognized parenting and family strengthening program.

9 3.12 Treatment Plan: A plan outlining the MOTHER's goals and objectives  
10 for the Mother and Child Residential Homes Program and beyond. The initial  
11 treatment plan shall be created by the Case Manager, in collaboration with the  
12 MOTHER, and the Assigned Social Worker, within fourteen (14) calendar days, or  
13 as otherwise approved by ADMINISTRATOR, upon MOTHER's entry into the Program.

14 3.13 Visitors: Volunteers, repairmen, family members, friends,  
15 consulting staff, or any other person who is not a resident or a member of  
16 CONTRACTOR's staff.

17 4. STATUS OF CONTRACTOR

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

26 CONTRACTOR, its agents, employees and volunteers shall not be entitled  
27 to any rights and/or privileges of COUNTY employees, and shall not be  
28 considered in any manner to be COUNTY employees.

1           5.     DESCRIPTION OF SERVICES, STAFFING

2           5.1    CONTRACTOR agrees to provide those services, facilities, equipment  
3           and supplies as described in the Exhibit "A" to the Agreement Between County  
4           of Orange and PROTOTYPES, Centers for Innovation in Health, Mental Health and  
5           Social Services, for the Provision of Mother and Child Residential Homes  
6           Services at Tustin Family Campus (TFC), attached hereto and incorporated  
7           herein by reference.    CONTRACTOR shall operate continuously throughout the  
8           term of this Agreement with the number and type of staff described and as  
9           required for provision of services hereunder pursuant to the personnel  
10          disclosure provisions of this Agreement.

11          5.2    Subject to thirty (30) days written notice, ADMINISTRATOR may, in  
12          his or her sole discretion, require changes in staffing allocations to reflect  
13          current workload demands or service needs as long as COUNTY's maximum  
14          obligation as set forth in this Agreement is not exceeded.

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

18          6.     LICENSES AND STANDARDS

19          6.1    CONTRACTOR warrants that it has all necessary licenses and permits  
20          required by the laws of the United States, State of California, County of  
21          Orange and all other appropriate governmental agencies, and agrees to maintain  
22          these licenses and permits in effect for the duration of this Agreement.  
23          Further, CONTRACTOR warrants that its employees shall conduct themselves in  
24          compliance with such laws and licensure requirements including, without  
25          limitation, compliance with laws applicable to sexual harassment and ethical  
26          behavior.

27          6.2    In the performance of this Agreement, CONTRACTOR shall comply,  
28          unless waived in whole or in part by ADMINISTRATOR, with all applicable

1 provisions of the WIC; Title 45 of the Code of Federal Regulations (CFR);  
2 Federal Office of Management and Budget (OMB) Circulars A-21, A-122, and A-87;  
3 Title 48 CFR Section 31.2; and all applicable laws and regulations of the  
4 United States, State of California, County of Orange Social Services Agency  
5 and all administrative regulations, rules and policies adopted thereunder as  
6 each and all may now exist or be hereafter amended.

7 6.2.1 For Federally funded Agreements in the amount of \$25,000 or  
8 more, CONTRACTOR certifies that said Agency's officers and/or principals are  
9 not debarred or suspended from Federal financial assistance programs and/or  
10 activities.

11 7. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

12 7.1 Delegation and Assignment:

13 CONTRACTOR shall neither delegate its duties or obligations nor  
14 assign its rights with respect to this Agreement, either in whole or in part.  
15 Any such attempted delegation or assignment shall be void. The transfer of  
16 assets in excess of ten (10) percent of the total assets of CONTRACTOR, or any  
17 change in the corporate structure, the governing body, or the management of  
18 CONTRACTOR, which occurs as a result of such transfer, shall be deemed an  
19 assignment of benefits under the terms of this Agreement and shall be void.

20 7.2 Subcontracts:

21 CONTRACTOR shall not subcontract for services under this Agreement  
22 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents  
23 in writing to a subcontract, in no event shall the subcontract alter, in any  
24 way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must  
25 be in writing and copies of same shall be provided to ADMINISTRATOR.  
26 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may  
27 require.

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1                   7.2.1 Subcontracts of \$25,000 or less:

2                   CONTRACTOR shall develop a standard form Purchase Order,  
3 subject to prior written approval of ADMINISTRATOR, to be utilized for the  
4 purchase of services by CONTRACTOR when the cumulative total cost of the  
5 services to be provided by any organization is anticipated to be twenty-five  
6 thousand dollars (\$25,000) or less during the term of this Agreement. The  
7 basis for costs incurred by any such Purchase Order(s) shall be the actual  
8 cost of providing services or the usual and customary charges established by  
9 the organization(s) providing the services.

10                   7.2.2 Subcontracts in excess of \$25,000:

11                   CONTRACTOR shall develop and submit for approval to  
12 ADMINISTRATOR a system for the procurement of subcontracts with any  
13 organization in which the total cumulative cost of services provided by any  
14 single organization is anticipated to exceed twenty-five thousand dollars  
15 (\$25,000) during the term of this Agreement. CONTRACTOR's proposed procurement  
16 system shall take into consideration such factors as: degree of price  
17 competition; pricing policies and techniques; experience and quality of  
18 service; methods of evaluating subcontractor responsibility; relationship of  
19 subcontractor to CONTRACTOR; planning, award, and post-award management of  
20 subcontracts, including internal audit procedures and monitoring of  
21 subcontractor's performance until completion of services.

22                   Upon ADMINISTRATOR's approval of CONTRACTOR's proposed procurement  
23 system, CONTRACTOR shall comply with such procurement system in obtaining  
24 subcontracts with a total cost in excess of twenty-five thousand dollars  
25 (\$25,000) during the term of this Agreement. In addition, CONTRACTOR shall  
26 obtain ADMINISTRATOR's written consent prior to entering into a subcontract  
27 with any organization when the total cumulative cost of services to be provided  
28 by that organization is anticipated to exceed twenty-five thousand dollars

1 (\$25,000) during the term of this Agreement.

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

7 8. FORM OF BUSINESS ORGANIZATION

8 8.1 Form of Business Organization:

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

13 8.1.1 The form of CONTRACTOR's business organization, i.e.,  
14 proprietorship, partnership, corporation, etc.

15 8.1.2 A detailed statement indicating the relationship of  
16 CONTRACTOR, by way of ownership or otherwise, to any parent organization or  
17 individual.

18 8.1.3 A detailed statement indicating the relationship of  
19 CONTRACTOR to any subsidiary business organization or to any individual who  
20 may be providing services, supplies, material or equipment to CONTRACTOR or in  
21 any manner does business with CONTRACTOR under this Agreement.

22 8.2 Change in Form of Business Organization:

23 If during the term of this Agreement the form of CONTRACTOR's  
24 business organization changes, or the ownership of CONTRACTOR changes, or  
25 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under  
26 this Agreement changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in  
27 writing, detailing such changes. A change in the form of business  
28 organization may, at COUNTY's sole discretion, be treated as an attempted

1 assignment of rights or delegation of duties of this Agreement.

2 9. USE OF COUNTY PROPERTY

3 9.1 COUNTY intends to permit CONTRACTOR the rent-free use of office  
4 space, office furniture, and office equipment in any and all offices and  
5 COUNTY facilities at which CONTRACTOR shall be collocated with COUNTY staff  
6 pursuant to this Agreement, as is more particularly set forth in that certain  
7 real estate agreement described in Subparagraph 9.2, below. As stated in the  
8 lease or license agreement, said office space, office furniture, and equipment  
9 shall be used solely by employees of CONTRACTOR while performing their  
10 assigned duties pursuant to this Agreement. Any misuse of COUNTY property or  
11 equipment may be cause for termination. In addition, COUNTY shall have the  
12 right to approve any and all CONTRACTOR provided equipment.

13 9.2 CONTRACTOR shall enter into a rent-free lease or license agreement  
14 with ADMINISTRATOR for facilities provided by ADMINISTRATOR, and will execute  
15 all terms and conditions of said agreement upon ADMINISTRATOR's presentation  
16 of said document to CONTRACTOR. Failure to execute the lease or license  
17 agreement will result in a breach of this Agreement.

18 10. NON-DISCRIMINATION

19 10.1 In the performance of this Agreement, CONTRACTOR agrees that it  
20 shall not engage nor employ any unlawful discriminatory practices in the  
21 admission of clients, provision of services or benefits, assignment of  
22 accommodations, treatment, evaluation, employment of personnel or in any other  
23 respect on the basis of sex, race, color, ethnicity, national origin,  
24 ancestry, religion, age, marital status, medical condition, sexual  
25 orientation, sexual preference, physical or mental disability or any other  
26 protected group in accordance with the requirements of all applicable Federal  
27 or State laws.

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1           10.2 CONTRACTOR shall develop an Affirmative Action Program Plan which  
2 meets the lawful and applicable requirements of the U.S. Department of Health  
3 and Human Services.

4           10.3 CONTRACTOR shall furnish any and all information requested by  
5 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to  
6 books, records and accounts in order to ascertain CONTRACTOR's compliance with  
7 Paragraph 10 et seq.

8           10.4 CONTRACTOR shall comply with Executive Order 11246, entitled  
9 "Equal Employment Opportunity," as amended by Executive Order 11375 and as  
10 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

11           10.5 Non-Discrimination in Employment:

12           10.5.1 All solicitations or advertisements for employees placed  
13 by or on behalf of CONTRACTOR shall state that all qualified applicants will  
14 receive consideration for employment without regard to sex, race, color,  
15 ethnicity, national origin, ancestry, religion, age, marital status, medical  
16 condition, sexual orientation, sexual preference, physical or mental  
17 disability or any other protected group in accordance with the requirements of  
18 all applicable Federal or State laws. Notices describing the provisions of  
19 the equal opportunity clause shall be posted in a conspicuous place for  
20 employees and job applicants.

21           10.5.2 CONTRACTOR shall refer any and all employees desirous of  
22 filing a formal discrimination complaint to:

23           California Department of Social Services

24           Public Inquiry and Response Bureau

25           P.O. Box 944243, M.S. 8-3-23

26           Sacramento, CA 94244-2430

27           Telephone:     (800) 952-5253

28                                 (800) 952-8349 (For the hard of hearing)

1           10.6 Non-Discrimination in Service Delivery:

2           10.6.1 CONTRACTOR shall comply with Titles VI and VII of the  
3 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of  
4 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food  
5 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of  
6 the Americans with Disabilities Act of 1990; California Civil Code Section 51  
7 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,  
8 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;  
9 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,  
10 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section  
11 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption  
12 Act of 1996; and other applicable Federal and State laws, as well as their  
13 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7  
14 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal  
15 Employment Opportunity, Affirmative Action and Nondiscrimination as each may  
16 now exist or be hereafter amended. CONTRACTOR shall not implement any  
17 administrative methods or procedures which would have a discriminatory effect  
18 or which would violate the California Department of Social Services (CDSS)  
19 Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there  
20 are any violations of this paragraph, CDSS shall have the right to invoke  
21 fiscal sanctions or other legal remedies in accordance with WIC Section 10605,  
22 or Government Code Sections 11135-11139.5, or any other laws, or the issue may  
23 be referred to the appropriate Federal agency for further compliance action  
24 and enforcement of Subparagraph 10.6 et seq.

25           10.6.2 CONTRACTOR shall provide any and all clients desirous of  
26 filing a formal complaint any and all information as appropriate:

27                   10.6.2.1 Pamphlet: "Your Rights Under California Welfare  
28 Programs" (PUB 13).

1 10.6.2.2 Discrimination Complaint Form

2 10.6.2.3 Civil Rights Contacts:

3 County Civil Rights Contact:

4 Orange County Social Services Agency

5 Program Integrity

6 Attn: Civil Rights Coordinator

7 P.O. Box 22001

8 Santa Ana, CA 92702-2001

9 Telephone: (714) 438-8877

10 State Civil Rights Contact:

11 California Department of Social Services

12 Civil Rights Bureau

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

14 Sacramento, CA 94244-2430

15 Federal Civil Rights Contact:

16 U.S. Department of Health and Human Services

17 Office of Civil Rights

18 50 U.N. Plaza, Room 322

19 San Francisco, CA 94102

20 11. NOTICES

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

23 COUNTY: County of Orange Social Services Agency

24 Contract Services  
25 888 N. Main Street  
26 Santa Ana, CA 92701

27 CONTRACTOR: PROTOTYPES, Centers for Innovation in Health, Mental  
28 Health and Social Services  
1000 N. Alameda Street, Suite 390  
Los Angeles, CA, 90012

1 All notices shall be deemed effective when in writing and deposited in  
2 the United States mail, first class, postage prepaid and addressed as above.  
3 Any notices, claims, correspondence, reports and/or statements authorized or  
4 required by this Agreement addressed in any other fashion shall be deemed not  
5 given. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change  
6 the addresses to which notices are sent.

7 12. INDEMNIFICATION AND INSURANCE

8 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in  
9 writing by COUNTY, and hold U.S. Department of Health and Human Services, the  
10 State, COUNTY, and their elected and appointed officials, officers, employees,  
11 agents and those special districts and agencies which COUNTY's Board of  
12 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from  
13 any claims, demands or liability of any kind or nature, including but not  
14 limited to personal injury or property damage, arising from or related to the  
15 services, products or other performance provided by CONTRACTOR pursuant to  
16 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a  
17 court of competent jurisdiction because of the concurrent active negligence of  
18 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will  
19 be apportioned as determined by the court. Neither party shall request a jury  
20 apportionment.

21 12.2 Prior to the provision of services under this Agreement,  
22 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense  
23 and to deposit with ADMINISTRATOR Certificates of Insurance, including all  
24 endorsements required herein, necessary to satisfy COUNTY that the insurance  
25 provisions of this Agreement have been complied with, and to keep such  
26 insurance coverage and the certificates therefore on deposit with  
27 ADMINISTRATOR during the entire term of this Agreement.

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1           12.3 CONTRACTOR shall ensure that all subcontractors performing work on  
2 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject  
3 to the same terms and conditions as set forth herein for CONTRACTOR.

4           12.4 All self-insured retentions (SIRs) and deductibles shall be  
5 clearly stated on the Certificate of Insurance. If no SIRs or deductibles  
6 apply, indicate this on the Certificate of Insurance with a "0" by the  
7 appropriate line of coverage. Any self-insured retention (SIR) or deductible  
8 in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall  
9 specifically be approved by the County Executive Office (CEO)/Office of Risk  
10 Management.

11           12.5 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for  
12 the full term of this Agreement, COUNTY may terminate this Agreement.

13           Qualified Insurer

14           12.6 Minimum insurance company ratings as determined by the most  
15 current edition of the Best's Key Rating Guide/Property-Casualty/United States  
16 or ambest.com shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size  
17 Category).

18           12.7 The policy or policies of insurance required herein must be issued  
19 by an insurer licensed to do business in the State of California (California  
20 Admitted Carrier). If the insurer is a non-admitted carrier in the State of  
21 California and does not meet or exceed an A.M. Best rating of A-/VIII,  
22 CEO/Office of Risk Management retains the right to approve or reject carrier  
23 after a review of the company's performance and financial ratings. If the  
24 non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII,  
25 ADMINISTRATOR can accept the insurance.

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1 12.8 The policy or policies of insurance maintained by CONTRACTOR shall  
2 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
Passenger Vehicles up to seven ((7) passengers, not including the driver	\$2,000,000 per occurrence
Passenger Vehicles for eight (8) or more passengers, not including the driver	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence
Employee Dishonesty	\$90,000

20 Required Coverage Forms

21 12.9 Commercial General Liability coverage shall be written on  
22 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing  
23 liability coverage at least as broad.

24 12.10 Business Auto Liability coverage shall be written on ISO form CA  
25 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at  
26 least as broad.

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1           Required Endorsements

2           12.11 Commercial General Liability policy shall contain the following  
3 endorsement, which shall accompany the Certificate of insurance:

4                   12.11.1       An Additional Insured endorsement using ISO form CG  
5 2010 or CG 2033 or a form at least as broad naming the County of Orange, its  
6 elected and appointed officials, officers, employees, agents as Additional  
7 Insureds.

8                   12.11.2       A primary non-contributing endorsement evidencing that  
9 CONTRACTOR's insurance is primary and any insurance or self-insurance  
10 maintained by the County of Orange shall be excess and non-contributing.

11           12.12 The County of Orange shall be the loss payee on the Employee  
12 Dishonesty coverage. A Loss Payee endorsement evidencing that the County of  
13 Orange is a Loss Payee shall accompany the Certificate of Insurance.

14           12.13 All insurance policies required by this Agreement shall waive all  
15 rights of subrogation against the County of Orange and members of the Board of  
16 Supervisors, its elected and appointed officials, officers, agents and  
17 employees when acting within the scope of their appointment or employment.

18           12.14 The Workers' Compensation policy shall contain a waiver of  
19 subrogation endorsement waiving all rights of subrogation against the County  
20 of Orange, and members of the Board of Supervisors, its elected and appointed  
21 officials, officers, agents and employees.

22           12.15 All insurance policies required by this Agreement shall give the  
23 County of Orange thirty (30) days notice in the event of cancellation and ten  
24 (10) days for non-payment of premium. This shall be evidenced by policy  
25 provisions or an endorsement separate from the Certificate of Insurance.

26           12.16 If CONTRACTOR's Professional Liability policy is a "claims made"  
27 policy, CONTRACTOR shall agree to maintain professional liability coverage for  
28 two (2) years following completion of this Agreement.

1           12.17 The Commercial General Liability policy shall contain a  
2 severability of interests clause also known as a "separation of insureds"  
3 clause (standard in the ISO CG 0001 policy).

4           12.18 If CONTRACTOR fails to provide the insurance certificates and  
5 endorsements within seven (7) days of notification by CEO/County Procurement  
6 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

7           12.19 COUNTY expressly retains the right to require CONTRACTOR to  
8 increase or decrease insurance of any of the above insurance types throughout  
9 the term of this Agreement. Any increase or decrease in insurance will be as  
10 deemed by the County of Orange Risk Manager as appropriate to adequately  
11 protect COUNTY.

12           12.20 COUNTY shall notify CONTRACTOR in writing of changes in the  
13 insurance requirements. If CONTRACTOR does not deposit copies of acceptable  
14 certificates of insurance and endorsements with COUNTY incorporating such  
15 changes within thirty (30) days of receipt of such notice, this Agreement may  
16 be in breach without further notice to CONTRACTOR, and COUNTY shall be  
17 entitled to all legal remedies.

18           12.21 The procuring of such required policy or policies of insurance  
19 shall not be construed to limit CONTRACTOR's liability hereunder nor to  
20 fulfill the indemnification provisions and requirements of this Agreement, nor  
21 act in any way to reduce the policy coverage and limits available from the  
22 insurer.

23    13.   NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

24           CONTRACTOR shall report to COUNTY:

25           13.1 Any accident or incident relating to services performed under this  
26 Agreement which involves injury or property damage which may result in the  
27 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report  
28 shall be made in writing within twenty-four (24) hours of occurrence.

1           13.2 Any third party claim or lawsuit filed against CONTRACTOR arising  
2 from or related to services performed by CONTRACTOR under this Agreement. Such  
3 report shall be submitted to COUNTY within twenty-four (24) hours of  
4 occurrence.

5           13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY  
6 property. Such report shall be submitted to COUNTY within twenty-four (24)  
7 hours of occurrence.

8           13.4 Any loss, disappearance, destruction, misuse, or theft of any kind  
9 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR  
10 under the term of this Agreement. Such report shall be submitted to COUNTY  
11 within twenty-four (24) hours of occurrence.

12       14.   CONFLICT OF INTEREST

13           CONTRACTOR shall exercise reasonable care and diligence to prevent any  
14 actions or conditions that could result in a conflict with the best interests  
15 of COUNTY. This obligation shall apply to CONTRACTOR's employees, agents,  
16 relatives, subcontractors, and third parties associated with accomplishing the  
17 work hereunder.

18           CONTRACTOR's efforts shall include, but not be limited to, establishing  
19 precautions to prevent its employees or agents from making, receiving,  
20 providing, or offering gifts, entertainment, payments, loans, or other  
21 considerations which could be deemed to appear to influence individuals to act  
22 contrary to the best interests of COUNTY.

23       15.   ANTI-PROSELYTISM PROVISION

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

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1 16. SUPLANTING GOVERNMENT FUNDS

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

11 17. EQUIPMENT

12 17.1 All items purchased with funds provided under this Agreement or  
13 which are furnished to CONTRACTOR by COUNTY which have a single unit cost of  
14 at least five thousand dollars (\$5,000.00), including sales tax, shall be  
15 considered Capital Equipment. Title to all items of Capital Equipment  
16 purchased vests and will remain in COUNTY as such shall be designated by  
17 ADMINISTRATOR. The use of such items of Capital Equipment is limited to the  
18 performance of this Agreement. Upon the termination of this Agreement,  
19 CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY  
20 or its representatives, or dispose of them in accordance with the directions  
21 of ADMINISTRATOR.

22 CONTRACTOR further agrees to the following:

23 17.1.1 To maintain all items of Capital Equipment in good working  
24 order and condition, normal wear and tear excepted.

25 17.1.2 To label all items of Capital Equipment, do periodic  
26 inventories as required by ADMINISTRATOR and to maintain an inventory list  
27 showing where and how the Capital Equipment is being used, in accordance with  
28 procedures developed by ADMINISTRATOR. All such lists shall be submitted to

1 ADMINISTRATOR within ten (10) days of any request therefore.

2 17.1.3 To report in writing to ADMINISTRATOR immediately after  
3 discovery, the loss or theft of any items of Capital Equipment. For stolen  
4 items, the local law enforcement agency must be contacted and a copy of the  
5 police report submitted to ADMINISTRATOR.

6 17.1.4 To purchase a policy or policies of insurance covering  
7 loss or damage to any and all Capital Equipment purchased under this  
8 Agreement, in the amount of the full replacement value thereof, providing  
9 protection against the classification of fire, extended coverage, vandalism,  
10 malicious mischief and special extended perils (all risks) covering the  
11 parties' interests as they appear.

12 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be  
13 requested in writing, shall require the prior written approval of  
14 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are  
15 appropriate and directly related to CONTRACTOR's service or activity under the  
16 terms of the Agreement. COUNTY may refuse reimbursement for any costs  
17 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,  
18 if prior written approval has not been obtained from ADMINISTRATOR.

19 17.3 No personal computers or any component thereof may be purchased  
20 with funds provided under this Agreement regardless of purchase price, without  
21 prior written approval of ADMINISTRATOR. Any personal computers or any  
22 component thereof purchased shall be in accordance with computer  
23 specifications provided by ADMINISTRATOR, be subject to the same inventory  
24 control conditions specified in Subparagraphs 17.1.1 - 17.1.4 and, at the sole  
25 discretion of ADMINISTRATOR, become the property of COUNTY upon termination of  
26 this Agreement.

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1       18.    BREACH SANCTIONS

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

7           18.1   Afford CONTRACTOR a time period within which to cure the breach,  
8       which period shall be established at the sole discretion of ADMINISTRATOR;  
9       and/or

10          18.2   Discontinue reimbursement to CONTRACTOR for and during the period  
11       in which CONTRACTOR is in breach, which reimbursement shall not be entitled to  
12       later recovery; and/or

13          18.3   Offset against any monies billed by CONTRACTOR but yet unpaid by  
14       COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

18       19.    PAYMENTS

19          19.1   Maximum Contractual Obligation:

20                The maximum obligation of COUNTY under this Agreement shall be  
21       \$2,665,000: the amount of \$870,000 for July 1, 2012 through June 30, 2013;  
22       the amount of \$895,000 for July 1, 2013 through June 30, 2014; and the amount  
23       of \$900,000 for July 1, 2014 through June 30, 2015, or actual allowable costs,  
24       whichever is less.

25          19.2   Allowable Costs:

26                During the term of this Agreement, COUNTY shall pay CONTRACTOR  
27       monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR  
28       pursuant to this Agreement, as defined in OMB Circular A-122 or as approved by

1 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR  
2 for anticipated allowable costs that will be incurred by CONTRACTOR for June  
3 2013, June 2014, and June 2015, during the month of such anticipated  
4 expenditure.

5 19.3 Claims:

6 19.3.1 CONTRACTOR shall submit monthly reimbursement claims to  
7 be received by ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of  
8 the month for expenses incurred in the preceding month. In the event the  
9 twentieth (20<sup>th</sup>) calendar day falls on a weekend or COUNTY Holiday, CONTRACTOR  
10 shall submit the claim the next business day. COUNTY holidays include New  
11 Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents'  
12 Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day,  
13 Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

14 19.3.2 All reimbursement claims must be submitted on a form  
15 approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit  
16 supporting source documents with the monthly claim, including, inter alia, a  
17 monthly statement of services, general ledgers, supporting journals, time  
18 sheets, invoices, canceled checks, receipts, and receiving records, some of  
19 which may be required to be copied. Source documents that CONTRACTOR must  
20 submit shall be determined by ADMINISTRATOR and/or the COUNTY's Auditor-  
21 Controller. CONTRACTOR shall retain all financial records in accordance with  
22 Paragraph 27 (Records, Inspections, and Audits) of this Agreement.

23 19.3.3 CONTRACTOR acknowledges that the amount of reimbursement  
24 on a claim received by ADMINISTRATOR after the twentieth (20<sup>th</sup>) calendar day of  
25 the month shall be reduced, in accordance with the following table:

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1 to 30 calendar days late	10% reduction of claim amount to be paid
31 to 60 calendar days late	20% reduction of claim amount to be paid
61 to 90 calendar days late	30% reduction of claim amount to be paid
Over 90 calendar days late	40% reduction of claim amount to be paid

19.3.4 CONTRACTOR and ADMINISTRATOR agree that all reductions of a late claim included in the table above shall be based upon the amount of CONTRACTOR's correctly submitted claim amount to be paid.

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

19.4 Year End and Final Claims:

19.4.1 Final claims for the term of July 1, 2012 through June 30, 2013, must be received no later than August 30, 2013 at 5:00 p.m.

19.4.2 Final claims for the term of July 1, 2013 through June 30, 2014, must be received no later than August 30, 2014 at 5:00 p.m.

19.4.3 Final claims for the term of July 1, 2014 through June 30, 2015, must be received no later than August 30, 2015 at 5:00 p.m.

19.4.4 Claims received after the dates specified in Subparagraphs 19.4.1 to 19.4.3 may not be reimbursed. ADMINISTRATOR may, in its sole discretion, modify the date upon which the final claim per term must be received, upon written notice to CONTRACTOR.

19.4.5 The basis for final settlement shall be the actual allowable costs as defined in Title 45 CFR and OMB Circular A-122, incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however, to the maximum obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5) days of notice from COUNTY. Nothing

1 herein shall be construed as limiting the remedies of COUNTY in the event an  
2 overpayment has been made.

3 19.5 Seventy-Five Percent Expenditure Notification:

4 CONTRACTOR shall maintain a system of record keeping that will  
5 allow CONTRACTOR to determine when it has incurred seventy-five percent (75%)  
6 of the total contract authorizations under this Agreement. Upon occurrence of  
7 this event, CONTRACTOR shall send written notification to ADMINISTRATOR.

8 20. OVERPAYMENTS

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

22 21. OUTSTANDING DEBT

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

26 22. REVENUE

27 22.1 Whenever CONTRACTOR receives any money specifically designated for  
28 use in programs funded through this Agreement, such monies shall be considered

1 a cost off-set and treated as a reduction against the amount claimed by  
2 CONTRACTOR, except for Program Income as defined in Title 45 CFR Section  
3 92.25, as that section currently exists or may be hereafter amended. The  
4 procedure for designating funds as Program Income is set forth in Paragraph 23  
5 of this Agreement.

6 22.2 CONTRACTOR is not required to apply grants or gifts which are  
7 unrestricted in use to any cost or expense of CONTRACTOR in which COUNTY  
8 participates.

9 23. PROGRAM INCOME

10 It is mutually understood that the State or Federal agency responsible  
11 for providing the funding for this Agreement may designate certain revenue of  
12 CONTRACTOR as Program Income. To be designated as Program Income and,  
13 therefore, as other than a cost off-set, CONTRACTOR shall do all of the  
14 following:

15 23.1 Submit a plan to ADMINISTRATOR for the use of any and all proposed  
16 Program Income;

17 23.2 Set up and maintain a separate bank account for any proposed  
18 Program Income and account for any and all such income received; and

19 23.3 Report to ADMINISTRATOR any and all Program Income received no  
20 later than thirty (30) days from the date of receipt, record the amount  
21 received on internal financial records, and indicate the amount received on  
22 the monthly claim submitted to ADMINISTRATOR.

23 23.4 ADMINISTRATOR will then forward the plan for the requested use of  
24 the proposed Program Income to the appropriate State and/or Federal agencies  
25 for approval.

26 23.5 CONTRACTOR shall not spend any of the proposed Program Income  
27 unless or until such time as ADMINISTRATOR obtains authorization for the use  
28 of the Program Income from the responsible State/or Federal agency and

1 provides CONTRACTOR with prior written approval for the use of the funds.

2 23.6 ADMINISTRATOR may, in its sole discretion, issue future policy  
3 statements and/or instructions with respect to Program Income. CONTRACTOR  
4 shall immediately comply with such policy statements and/or instructions.

5 24. EARLY AND PERIODIC SCREENING DIAGNOSIS AND TREATMENT PROGRAM

6 COUNTY will maximize the use of Early and Periodic Screening Diagnosis  
7 and Treatment Program (EPSDT) funding when children and families are  
8 determined to have an eligible condition. COUNTY will provide training for  
9 CONTRACTOR on EPSDT charting requirements, and will facilitate the processing  
10 of EPSDT funding claims. CONTRACTOR shall comply with these requirements for  
11 EPSDT eligible children and their families, and shall facilitate the  
12 processing of EPSDT funding claims. CONTRACTOR understands that in order to  
13 participate in this funding opportunity, agreements with both ADMINISTRATOR  
14 and County of Orange Health Care Agency shall be required.

15 25. FINAL REPORT

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

21 26. INDEPENDENT AUDIT

22 26.1 CONTRACTOR shall employ a licensed certified public accountant who  
23 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of  
24 related expenditures during the term of this Agreement in compliance with the  
25 OMB Circular A-133, Audits of States, Local Governments and Non-Profit  
26 Organizations. The audit must be performed in accordance with generally  
27 accepted government auditing standards and OMB Circular A-122. CONTRACTOR  
28 shall cooperate with COUNTY, State and/or Federal agencies to ensure that

1 corrective action is taken within six (6) months after issuance of all audit  
2 reports with regard to audit exceptions.

3 26.2 It is mutually understood that CONTRACTOR's organization-wide  
4 audit covers fiscal years beginning July 1 and ending June 30. CONTRACTOR  
5 agrees to provide ADMINISTRATOR with a copy of its organization-wide audit for  
6 the period July 1, 2012, through June 30, 2013, by November 30, 2013; for the  
7 period July 1, 2013, through June 30, 2014, by November 30, 2014; and for the  
8 period July 1, 2014, through June 30, 2015, by November 30, 2015. Failure to  
9 provide a copy of the organization-wide audits, for the period July 1, 2012,  
10 through June 30, 2015, shall be sufficient cause for ADMINISTRATOR, in its  
11 sole discretion, to deny payment under this or any subsequent Agreement with  
12 CONTRACTOR until such time as the required audits are provided to  
13 ADMINISTRATOR. ADMINISTRATOR may, in its sole discretion, modify the date  
14 upon which the organization-wide audits must be received, upon notice to  
15 CONTRACTOR.

16 27. RECORDS, INSPECTIONS AND AUDITS

17 27.1 Financial Records:

18 27.1.1 CONTRACTOR shall prepare and maintain accurate and  
19 complete financial records. Financial records shall be retained, by  
20 CONTRACTOR, for a minimum of five (5) years from the date of final payment  
21 under this Agreement or until all pending COUNTY, State and Federal audits are  
22 completed, whichever is later.

23 27.1.2 CONTRACTOR shall establish and maintain reasonable  
24 accounting, internal control and financial reporting standards in conformity  
25 with generally accepted accounting principles established by the American  
26 Institute of Certified Public Accountants and to the satisfaction of  
27 ADMINISTRATOR.

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1           27.2 Client Records:

2           27.2.1 CONTRACTOR shall prepare and maintain accurate and  
3 complete records of clients served and dates and type of services provided  
4 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

5           27.2.2 All client records related to services provided under the  
6 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five  
7 (5) years from the date of final payment under this Agreement or until all  
8 pending COUNTY, State and Federal audits are completed, whichever is later.  
9 Notwithstanding anything to the contrary, upon termination of this Agreement,  
10 CONTRACTOR shall relinquish control with respect to client records to COUNTY  
11 in accordance with Subparagraph 45.2.

12           27.2.3 COUNTY may refuse payment for a claim if client records  
13 are determined by COUNTY to be incomplete or inaccurate. In the event client  
14 records are determined to be incomplete or inaccurate after payment has been  
15 made, COUNTY may treat such payment as an overpayment within the provisions of  
16 this Agreement.

17           27.3 Public Records:

18           With the exception of client records or other records referenced  
19 in Paragraph 33, entitled Confidentiality, all records, including but not  
20 limited to, reports, audits, notices, claims, statements and correspondence,  
21 required by this Agreement may be subject to public disclosure. COUNTY will  
22 not be liable for any such disclosure.

23           27.4 Inspections and Audits:

24           27.4.1 The U.S. Department of Health and Human Services,  
25 Comptroller General of the United States, Director of CDSS, State Auditor-  
26 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit  
27 Department, or any of their authorized representatives, shall have access to  
28 any books, documents, papers and records, including medical records, of

1 CONTRACTOR which any of them may determine to be pertinent to this Agreement  
2 for the purpose of financial monitoring. Further, all the above mentioned  
3 persons have the right at all reasonable times to inspect or otherwise  
4 evaluate the work performed or being performed under this Agreement and the  
5 premises in which it is being performed.

6 27.4.2 CONTRACTOR shall make available its books and financial  
7 records within the borders of Orange County within ten (10) days after receipt  
8 of written demand by ADMINISTRATOR.

9 27.4.3 In the event CONTRACTOR does not make available its books  
10 and financial records within the borders of Orange County, CONTRACTOR agrees  
11 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's  
12 designee, necessary to obtain CONTRACTOR's books and financial records.

13 27.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's  
14 liability to the State or Federal government or any agency thereof resulting  
15 from any disallowances or other audit exceptions to the extent that such  
16 liability is attributable to CONTRACTOR's failure to perform under this  
17 Agreement.

18 27.5 Evaluation Studies:

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

22 28. PERSONNEL DISCLOSURE

23 28.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of  
24 all personnel providing services hereunder, including resumes and job  
25 applications. Changes to the list will be immediately provided to  
26 ADMINISTRATOR in writing, along with a copy of a resume and/or job  
27 application. The list shall include:

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1           28.1.1 Names of all full- or part-time personnel by title,  
2 including volunteer personnel whose direct services are required to provide  
3 the programs described herein;

4           28.1.2 A brief description of the functions of each position and  
5 the hours each person works each week, or for part-time personnel each day or  
6 month, as appropriate;

7           28.1.3 The professional degree, if applicable, and experience  
8 required for each position; and

9           28.1.4 The language skill, if applicable, for all personnel.

10          28.2 CONTRACTOR's employment application shall require applicants to  
11 provide detailed information regarding the conviction of a crime by any court,  
12 for offenses other than minor traffic offenses. Information not disclosed in  
13 the employment application discovered subsequent to the hiring or promotion of  
14 any applicant shall be cause for termination of that employee.

15          28.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
16 the COUNTY, criminal record background checks on all employees and/or  
17 volunteers who will provide services under this Agreement. Candidates will  
18 satisfy background checks consistent with and comparable to those required for  
19 COUNTY employees.

20          28.4 CONTRACTOR warrants that all persons employed or otherwise  
21 assigned by CONTRACTOR to provide services under this Agreement have  
22 satisfactory past work records and/or reference checks indicating their  
23 ability to perform the required duties and accept the kind of responsibility  
24 anticipated under this Agreement. CONTRACTOR shall maintain records of  
25 background investigations and reference checks undertaken and coordinated by  
26 CONTRACTOR for each employee and/or volunteer assigned to provide services  
27 under this Agreement for a minimum of five (5) years from the date of final  
28 payment under this Agreement or until all pending COUNTY, State and Federal



1 audits are completed, whichever is later, and in compliance with all  
2 applicable laws.

3 28.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
4 arrest and/or subsequent conviction, for offenses other than minor traffic  
5 offenses, of any paid employee and/or volunteer staff performing services  
6 under this Agreement, when such information becomes known to CONTRACTOR.  
7 ADMINISTRATOR, in its sole discretion, may determine whether such employee  
8 and/or volunteer may continue to provide services under this Agreement and  
9 shall provide notice of such determination to CONTRACTOR in writing.  
10 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a  
11 material breach of this Agreement, pursuant to Paragraph 18 above.

12 28.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
13 staff performing work hereunder and any proposed changes in CONTRACTOR's  
14 staff, including, but not limited to, CONTRACTOR's Program Director.

15 28.7 COUNTY shall have the right, at its sole discretion, to require  
16 CONTRACTOR to remove any employee from the performance of services under this  
17 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace  
18 said personnel.

19 28.8 CONTRACTOR shall notify COUNTY immediately when staff is  
20 terminated for cause from working on this Agreement.

21 28.9 Disqualification, if any, of CONTRACTOR staff, pursuant to  
22 Paragraph 28, shall not relieve CONTRACTOR of its obligation to complete all  
23 work in accordance with the terms and conditions of this Agreement.

24 29. EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

14 30. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

15 In order to comply with child support enforcement requirements of  
16 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days  
17 of the award of this Agreement:

18 (a) in the case of an individual contractor, his/her name, date of  
19 birth, Social Security number, and residence address;

20 (b) in the case of a contractor doing business in a form other than as  
21 an individual, the name, date of birth, Social Security number, and residence  
22 address of each individual who owns an interest of ten (10) percent or more in  
23 the contracting entity;

24 (c) a certification that CONTRACTOR has fully complied with all  
25 applicable Federal and State reporting requirements regarding its employees;  
26 and

27 (d) a certification that CONTRACTOR has fully complied with all  
28 lawfully served Wage and Earnings Assignment Orders and Notices of Assignment,

1 and will continue to so comply.

2 The failure of CONTRACTOR to timely submit the data or certifications  
3 required by subsections (a), (b), (c), or (d), or to comply with all Federal  
4 and State employee reporting requirements for child support enforcement or to  
5 comply with all lawfully served Wage and Earnings Assignment Orders and  
6 Notices of Assignment shall constitute a material breach of this Agreement,  
7 and failure to cure such breach within sixty (60) calendar days of notice from  
8 COUNTY shall constitute grounds for termination of this Agreement.

9 It is expressly understood that this data will be transmitted to  
10 governmental agencies charged with the establishment and enforcement of child  
11 support orders, and for no other purpose.

12 31. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

24 32. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

25 CONTRACTOR shall notify and provide to its employees a fact sheet  
26 regarding the safely Surrendered Baby Law, its implementation in Orange  
27 County, and where and how to safely surrender a baby. The fact sheet is  
28 available on the Internet at [www.babysafe.ca.gov](http://www.babysafe.ca.gov) for printing purposes. The

1 information shall be posted in all reception areas where clients are served.

2 33. CONFIDENTIALITY

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

8 33.2 All records and information concerning any and all persons  
9 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and  
10 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and  
11 volunteers. CONTRACTOR shall require all of its employees, agents,  
12 subcontractors and volunteer staff who may provide services for CONTRACTOR  
13 under this Agreement to sign an agreement with CONTRACTOR before commencing  
14 the provision of any services, to maintain the confidentiality of any and all  
15 materials and information with which they may come into contact, or the  
16 identities or any identifying characteristics or information with respect to  
17 any and all participants referred to CONTRACTOR by COUNTY, except as may be  
18 required to provide services under this Agreement or to those specified in  
19 this Agreement as having the capacity to audit CONTRACTOR, and as to the  
20 latter, only during such audit. CONTRACTOR shall comply with any audits  
21 specified in Paragraph 27, provide reports and any other information required  
22 by COUNTY in the administration of this Agreement, and as otherwise permitted  
23 by law.

24 33.3 CONTRACTOR shall inform all of its employees, agents,  
25 subcontractors, volunteers and partners of this provision and that any person  
26 knowingly and intentionally violating the provisions of said State law may be  
27 guilty of a crime.

28 ///

1           33.4 CONTRACTOR agrees that any and all subcontracts entered into shall  
2 be subject to the confidentiality requirements of this Agreement.

3           33.5 CONTRACTOR agrees to maintain the confidentiality of its records  
4 with respect to Juvenile Court matters, in accordance with Welfare and  
5 Institutions Code Section 827, all applicable statutes, caselaw, and Orange  
6 County Juvenile Court Policy regarding Confidentiality, as it now exists or  
7 may hereafter be amended.

8           33.6 No access, disclosure or release of information regarding a child  
9 who is the subject of Juvenile Court proceedings shall be permitted except as  
10 authorized. If authorization is in doubt, no such information shall be  
11 released without the written approval of a Judge of the Juvenile Court.

12           33.6 CONTRACTOR must receive prior written approval of the Juvenile  
13 Court before allowing any child to be interviewed, photographed or recorded by  
14 any publication or organization or to appear on any radio, television or  
15 internet broadcast or make any other public appearance. Such approval shall  
16 be requested through child's Social Worker.

17   34.   COPYRIGHT ACCESS

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

22   35.   WAIVER

23           No delay or omission by either party hereto to exercise any right or  
24 power accruing upon any noncompliance or default by the other party with  
25 respect to any of the terms of this Agreement shall impair any such right or  
26 power or be construed to be a waiver thereof. A waiver by either of the  
27 parties hereto of any of the covenants, conditions, or agreements to be  
28 performed by the other shall not be construed to be a waiver of any succeeding

1 breach thereof or of any other covenant, condition or agreement herein  
2 contained.

3 36. PETTY CASH

4 CONTRACTOR is authorized to establish a petty cash fund in an amount not  
5 to exceed two hundred and fifty dollars (\$250.00).

6 37. PUBLICITY

7 37.1 Information and solicitations, prepared and released by  
8 CONTRACTOR, concerning the services provided under this Agreement shall state  
9 that the program, wholly or in part, is funded through COUNTY and State  
10 government funds.

11 37.2 CONTRACTOR shall not disclose any details in connection with this  
12 Agreement to any person or entity except as may be otherwise provided  
13 hereunder or required by law. However, in recognizing CONTRACTOR's need to  
14 identify its services and related clients to sustain itself, COUNTY shall not  
15 inhibit CONTRACTOR from publishing its role under this Agreement within the  
16 following conditions:

17 37.2.1 CONTRACTOR shall develop all publicity material in a  
18 professional manner; and

19 37.2.2 During the term of this Agreement, CONTRACTOR shall not,  
20 and shall not authorize another to, publish or disseminate any commercial  
21 advertisements, press releases, feature articles, or other materials using the  
22 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not  
23 unreasonably withhold written consent.

24 38. COUNTY RESPONSIBILITIES

25 ADMINISTRATOR will provide consultation and technical assistance, and  
26 will monitor performance of CONTRACTOR in meeting the terms of this Agreement.

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1 39. REFERRALS

2 CONTRACTOR shall provide services to individuals referred by  
3 ADMINISTRATOR.

4 40. REPORTS

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

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

13 41. ENERGY EFFICIENCY STANDARDS

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

17 42. ENVIRONMENTAL PROTECTION STANDARDS

18 Contractor shall be in compliance with Section 306 of the Clean Air Act  
19 [Title 42 USC Section 1857(h)], Section 508 of the Clean Water Act (Title 33  
20 USC Section 1368), Executive Order 11738 and Environmental Protection Agency,  
21 hereafter referred to as "EPA", regulations (Title 40 CFR Part 15), as any may  
22 now exist or be hereafter amended. Under these laws and regulations,  
23 Contractor assures that:

24 42.1 No facility to be utilized in the performance of the proposed  
25 grant has been listed on the EPA List of Violating Facilities;

26 42.2 It will notify COUNTY prior to award of the receipt of any  
27 communication from the Director, Office of Federal Activities, U.S. EPA,  
28 indicating that a facility to be utilized for the grant is under consideration

1 to be listed on the EPA List of Violating Facilities; and

2 42.3 It will notify COUNTY and the EPA about any known violation of the  
3 above laws and regulations.

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

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

13 A. The definitions and prohibitions contained in the clause at  
14 Federal Acquisition Regulations 52.203-12, Limitation on Payments to Influence  
15 Certain Federal Transactions, included in this solicitation, are hereby  
16 incorporated by reference in paragraph (B) of this certification.

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

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

27 2) If any funds other than Federal appropriated funds  
28 (including profit or fee received under a covered Federal transaction) have



1 been paid, or will be paid, to any person for influencing or attempting to  
2 influence an officer or employee of any agency, a Member of Congress, an  
3 officer or employee of Congress, or an employee of a Member of Congress on his  
4 or her behalf in connection with this solicitation, the offeror shall complete  
5 and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying  
6 Activities, to the Contracting Officer; and

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

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

17 44. POLITICAL ACTIVITY

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

21 45. TERMINATION PROVISIONS

22 45.1 ADMINISTRATOR may terminate this Agreement without penalty  
23 immediately with cause or after thirty (30) days written notice without cause,  
24 unless otherwise specified. Notice shall be deemed served on the date of  
25 mailing. Cause shall be defined as any breach of contract, any  
26 misrepresentation or fraud on the part of CONTRACTOR. Exercise by  
27 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of  
28 all further obligation under this Agreement.

1           45.2 Upon termination, or notice thereof, CONTRACTOR agrees to  
2 cooperate with ADMINISTRATOR in the orderly transfer of service  
3 responsibilities, active case records, and pertinent documents.

4           45.3 The obligations of COUNTY under this Agreement are contingent upon  
5 the availability of Federal and/or State funds, as applicable, for the  
6 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds  
7 for the services hereunder in the budget approved by the Orange County Board  
8 of Supervisors each fiscal year this Agreement remains in effect or operation.  
9 In the event that such funding is terminated or reduced, ADMINISTRATOR may  
10 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or  
11 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be  
12 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
13 notification of such determination. CONTRACTOR shall immediately comply with  
14 ADMINISTRATOR's decision.

15           45.4 If any provision of this Agreement or the application thereof is  
16 held invalid, the remainder of this Agreement shall not be affected thereby.

17   46.   GOVERNING LAW AND VENUE

18           This Agreement has been negotiated and executed in the State of  
19 California and shall be governed by and construed under the laws of the State  
20 of California. In the event of any legal action to enforce or interpret this  
21 Agreement, the sole and exclusive venue shall be a court of competent  
22 jurisdiction located in Orange County, California, and the parties hereto  
23 agree to and do hereby submit to the jurisdiction of such court,  
24 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties  
25 specifically agree to waive any and all rights to request that an action be  
26 transferred for trial to another county.

27    ///

28    ///

1 47. SIGNATURE IN COUNTERPARTS

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

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

3  
4 By: \_\_\_\_\_  
5 CASSANDRA LOCH, LCSW, MBA  
6 PRESIDENT & CEO  
7 PROTOTYPES, CENTERS FOR INNOVATION  
8 IN HEALTH, MENTAL HEALTH  
9 AND SOCIAL SERVICES

By: \_\_\_\_\_  
COUNTY OF ORANGE  
CHAIR OF THE BOARD  
OF SUPERVISORS

10  
11 Dated: \_\_\_\_\_

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

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

16 \_\_\_\_\_  
17 SUSAN NOVAK  
18 Clerk of the Board of Supervisors  
19 Orange County, California

20 APPROVED AS TO FORM  
21 COUNTY COUNSEL  
22 COUNTY OF ORANGE, CALIFORNIA

23 By: \_\_\_\_\_  
24 DEPUTY

25 Dated: \_\_\_\_\_  
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EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
PROTOTYPES, CENTERS FOR INNOVATION IN  
HEALTH, MENTAL HEALTH AND SOCIAL SERVICES  
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 MOTHERs, to aid in their transition to independent living. The Mother and Child Residential Homes Program, 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. 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. MOTHERs shall participate in an ongoing Social Services Agency (SSA) program, which may include Orange County's Dependency Drug Court (DDC) program, and shall demonstrate a substance-free lifestyle while in this Program.

2. ELIGIBILITY REQUIREMENTS

MOTHER(s) eligible to participate in the Program shall:

2.1 Be a participant of an SSA approved program, such as the DDC program.

1           2.2 Have care and control of at least one (1) child between the ages  
2 of zero (0) through five (5) years residing with her; however, MOTHERs with  
3 children older than age five (5) years may be accepted upon approval of  
4 ADMINISTRATOR.

5           2.3 Complete an application related to why she wants to enter the  
6 Program and what she wants to gain from the Program.

7           2.4 Participate in an Assessment/Intake interview.

8           2.5 Maintain sobriety.

9           2.6 Enroll in an educational program; and/or be employed; and/or  
10 attend at least eighty percent (80%) of Programming, as described in  
11 Subparagraph 3.10 of this Agreement, thus ensuring the thirty-two (32) hours  
12 participation requirement for CalWORKs Welfare-To-Work is met.

13           2.7 Sign a Waiver and Release as set forth in Subparagraph 3.6 of  
14 Exhibit A of this Agreement.

15 3.   REFERRAL PROCESS

16           CONTRACTOR shall:

17           3.1 Review information provided by ADMINISTRATOR prior to scheduling  
18 an interview with MOTHER.

19           3.2 Contact each MOTHER to schedule an initial face-to-face interview,  
20 within three (3) business days of receipt of the referral from ADMINISTRATOR.

21           3.3 Conduct the initial face-to-face interview at the Tustin Family  
22 Campus (TFC) facility, MOTHER's home, or other mutually agreed upon location,  
23 within fourteen (14) calendar days of referral.

24           3.3.1 If MOTHER is working full-time or enrolled in an education  
25 or training program, CONTRACTOR shall provide an interview time and place that  
26 does not interfere with MOTHER's employment, education, or training activity.

27           3.4 Interview each MOTHER, thus ensuring each MOTHER understands the  
28 ultimate goal is for each MOTHER to live independently, and to acquire and

1 improve life and relationship skills.

2 3.5 Provide information regarding MOTHER's rights and  
3 responsibilities, including program rules and compliance, grievance, and  
4 appeals processes.

5 3.6 Ensure MOTHER has executed a written Waiver and Release with  
6 ADMINISTRATOR prior to entering into the Program. In said Waiver and  
7 Release, MOTHER shall acknowledge that she is voluntarily entering the  
8 Program, with the understanding that the MOTHER will be waiving  
9 confidentiality and privacy rights otherwise guaranteed under California and  
10 Federal law. The voluntary Waiver and Release shall:

11 3.6.1 Enable reports to be provided to ADMINISTRATOR  
12 regarding MOTHER's progress in the Program.

13 3.6.2 Allow assessments of the Program to be undertaken.

14 3.6.3 Allow some restrictions to be placed upon visitation  
15 by family and friends, as described in Subparagraph 7.5 of Exhibit A of this  
16 Agreement.

17 3.7 Obtain the required standard release forms for collateral  
18 contacts.

19 3.8 Collaborate with Assigned Social Worker to have MOTHER's  
20 application re-evaluated for the Program if MOTHER misses or "no shows" for  
21 three (3) consecutive scheduled intake appointments.

22 4. COUNTY RESPONSIBILITIES

23 ADMINISTRATOR will:

24 4.1 Collaborate with CONTRACTOR to ensure MOTHER's completion or  
25 termination of the Program is conducted utilizing a strength-based  
26 philosophy.

27 4.2 Inform CONTRACTOR of any known dangerous propensities of any MOTHER  
28 ADMINISTRATOR refers to the Program.

1           4.3 Collaborate with CONTRACTOR towards the development of a detailed  
2 Treatment Plan, as described in Subparagraph 3.12 of this Agreement.

3           4.4 Collaborate with CONTRACTOR in the maintenance of each MOTHER's  
4 constructive relationships with family members, and involve family members in  
5 future planning for each MOTHER.

6 5.   PRINCIPLES

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

9           5.1 Provision of services shall be conducted in a manner responsive to  
10 literacy, language, and socio-cultural issues that may impact MOTHERs and  
11 their children;

12           5.2 Barriers relating to mental health and/or substance abuse issues  
13 shall be identified and MOTHERs shall be provided the appropriate referral;

14           5.3 MOTHERs and their children shall be actively referred to needed  
15 services and follow-up shall occur to ensure that the referral was  
16 successful;

17           5.4 Opportunities shall be maximized to provide integrated, coordinated  
18 and easily accessible resources for MOTHERs and their children;

19           5.5 Services shall be family-friendly and family-centered;

20           5.6 Services shall be community-based and provide integrated services  
21 that coordinate Federal, State and community funding opportunities;

22           5.7 MOTHER's strengths shall be identified, utilizing motivational and  
23 strength-based techniques;

24           5.8 Services shall motivate and encourage facilitation of MOTHER's  
25 participation in the Program that will result in sobriety, employment,  
26 education, and self-sufficiency; and

27           5.9 Services shall be outcome-driven and identify indicators that  
28 accurately reflect progress towards goals and outcomes as stated in Paragraph



1 10 of Exhibit A of this Agreement.

2 6. SERVICES TO BE PROVIDED

3 6.1 Intake

4 CONTRACTOR shall:

5 6.1.1 Develop a written agreement with each MOTHER specifying the  
6 requirements for each party, including signature lines to denote agreement  
7 with requirements. The agreement shall include contingency elements relating  
8 to pregnant MOTHERs while participating in the Program.

9 6.1.1.1 The agreement shall be completed within seventy-  
10 two (72) hours, or as otherwise authorized by ADMINISTRATOR, of admission to  
11 the TFC facility.

12 6.1.2 Collaborate with ADMINISTRATOR in assisting and developing  
13 with each MOTHER a strength-based Treatment Plan, to build marketable skills  
14 and enhance MOTHER's self-esteem in order to prepare her to enter the  
15 workforce. The Treatment Plan shall:

16 6.1.2.1 Include a plan for the children, including, but  
17 not limited to:

18 6.1.2.1.1 School,

19 6.1.2.1.2 Child care,

20 6.1.2.1.3 After-school activities,

21 6.1.2.1.4 Tutoring,

22 6.1.2.1.5 Sports,

23 6.1.2.1.6 Medical and dental appointments, and

24 6.1.2.1.7 Counseling.

25 6.1.2.2 Be completed within seventy-two (72) hours, upon  
26 admission to the TFC facility, and updated every ninety (90) days thereafter,  
27 unless otherwise approved by ADMINISTRATOR.

28 ///

1           6.1.3 Identify MOTHER's barriers to employment and evaluate the  
2 need for referrals to other service providers in the community, including  
3 HCA's Mental Health and Substance Abuse Services.

4           6.1.4 Evaluate MOTHER's need for supportive services that will  
5 assist and/or enhance her ability to maintain sobriety, obtain or retain  
6 employment and/or continue her education.

7           6.1.5 Provide and connect children to services, as appropriate.

8           6.2 Case Management

9           CONTRACTOR shall:

10          6.2.1 Provide case management services to all MOTHERs and their  
11 children.

12          6.2.2 Meet daily with each MOTHER.

13          6.2.3 Provide care coordination to each MOTHER and their  
14 children including the following:

15                  6.2.3.1 All medical, dental, mental health and non-  
16 medical care,

17                  6.2.3.2 Referrals,

18                  6.2.3.3 Resources and support, including personal care  
19 services,

20                  6.2.3.4 Support networks,

21                  6.2.3.5 Information and care among staff, and

22                  6.2.3.6 Advocacy for successful educational experiences  
23 for each MOTHER and each child.

24          6.2.4 Provide training components on interpersonal  
25 relationships, parenting, sex education, personal safety and hygiene, health  
26 issues, alcohol, drugs, tobacco, anger management, budget management, banking,  
27 nutrition, meal planning, cooking, shopping, and other topics as they are  
28 identified.

1           6.2.5 Discuss and evaluate MOTHER's monthly budget, planning and  
2 money management, teach money management skills, and provide assistance to  
3 develop a budget in order to facilitate self-sufficiency.

4           6.2.6 Assist each MOTHER in seeking employment through daily  
5 communication regarding the job search, and providing support and assistance.

6           6.2.7 Discuss job progression to assist MOTHERs in understanding  
7 that the first job may not be ideal; however, it can be a stepping-stone to a  
8 better job.

9           6.2.8 Assist each MOTHER in developing appropriate parenting  
10 skills, including healthy child development.

11           6.2.9 Assist each MOTHER in developing a plan for everyday basic  
12 life skills and parenting skills, and provide training for MOTHERs on these  
13 skills.

14           6.2.10 Develop a plan for childcare coverage during the support  
15 group sessions.

16           6.2.11 Provide resources and support to encourage MOTHERs to move  
17 towards independence in the community.

18           6.2.12 Assist each MOTHER in developing the life skills necessary  
19 to secure and maintain permanent housing and employment.

20           6.2.13 Assist each MOTHER in developing a better understanding of  
21 individual relationships.

22           6.2.14 Participate in and support efforts to reestablish  
23 relationships between MOTHERs and extended family members, who may serve as  
24 mentors or support persons, as approved by MOTHER's Assigned Social Worker.

25           6.2.15 Teach MOTHERs conflict resolution skills consisting of  
26 problem solving skills, principles of conflict resolution, the basics of  
27 effective communication and listening, critical and creative thinking, with an  
28 emphasis on personal responsibility, and self-discipline.

1           6.2.16 Encourage and assist MOTHERs in obtaining a High School  
2 diploma or General Education Development (GED) certificate and to enroll in  
3 college courses and/or literacy/GED tutoring.

4           6.2.17 Encourage and assist MOTHER (if a High School graduate), in  
5 seeking higher education for the purposes of expanding future employment  
6 opportunities.

7           6.2.18 Monitor and document each MOTHER's attendance and progress,  
8 including education and training programs, in accordance with the Program  
9 Policies and Procedures in Paragraph 7 of Exhibit A of this Agreement.

10          6.2.19 Facilitate and/or participate in outreach activities from  
11 which MOTHERs and families may benefit.

12          6.2.20 Conduct a monthly staff conference to discuss the status  
13 of each MOTHER.

14          6.2.21 Conduct a case conference with the Assigned Social Worker  
15 if CONTRACTOR determines that Program services for a MOTHER may need to be  
16 terminated. If the Assigned Social Worker agrees that termination is  
17 warranted, CONTRACTOR shall provide a written termination notice to the SSA  
18 Program Manager with specific details supporting the decision.

19           6.3 Aftercare Service

20           CONTRACTOR shall:

21           6.3.1 Provide coordination of aftercare services for MOTHERs who  
22 have completed the Program. Aftercare services include but are not limited to  
23 the following:

24                   6.3.1.1 Participation in support groups;

25                   6.3.1.2 Retaining employment, such as assistance with:

26                           6.3.1.2.1 Job search,

27                           6.3.1.2.2 Updating resumes, and

28                           6.3.1.2.3 Refining interviewing skills.

1                   6.3.1.3     Assistance to secure and maintain affordable  
2 childcare and housing; and

3                   6.3.1.4     Community referrals and follow-up on referrals.

4                   6.3.2     Track and assess/evaluate the success of each MOTHER every  
5 six (6) months for two (2) years after leaving the Program by obtaining  
6 feedback from MOTHER(s) regarding the aftercare services as described in  
7 Subparagraph 6.3.1 above.

8                   6.3.3     Offer incentives to MOTHERs to participate in the post-  
9 evaluation.     Incentives shall be mutually determined by CONTRACTOR and  
10 ADMINISTRATOR.

11     7.     PROGRAM POLICIES AND PROCEDURES

12             CONTRACTOR shall address and assist each MOTHER in the following  
13 categories:

14             7.1     Education:

15             CONTRACTOR shall ensure that MOTHERs who are attending school show  
16 satisfactory academic progress to demonstrate successful advancement in  
17 meeting the educational goals as described in their Treatment Plan.  
18 CONTRACTOR shall ensure that each child is evaluated for school readiness and  
19 linked to appropriate services as needed.

20             7.2     Employment model/plan:

21             7.2.1 CONTRACTOR shall provide training for MOTHERs on obtaining  
22 employment and assist in developing job retention skills. For MOTHERs who are  
23 CalWORKs participants, CONTRACTOR shall coordinate this training with CalWORKs  
24 staff.

25             7.2.2 CONTRACTOR shall link MOTHERs to a Workforce Investment  
26 Board (WIB), CalWORKs WTW program, or other employment programs, to provide  
27 employment and training.

28     ///

1           7.2.3 MOTHERs not attending school shall receive job training  
2 while participating in the Program.

3           7.2.4 MOTHERs not attending school shall participate in job  
4 search while participating in the Program.

5           7.2.5 MOTHERs shall participate in job search between ten (10)  
6 to twenty (20) hours per week, or as identified in their individual case plan,  
7 if enrolled in school.

8           7.2.6 MOTHERs shall participate in employment efforts for twenty  
9 (20) to thirty (30) hours per week, or as identified in their individual case  
10 plan, if not enrolled in school.

11           7.3 Bank account/savings and budgeting model/plan:

12           7.3.1 All MOTHERs are required to open and maintain a savings  
13 account, unless otherwise determined by ADMINISTRATOR, which will assist the  
14 MOTHERs once they leave the Program.

15           7.4 Personal Safety:

16           7.4.1 All MOTHERs are required to attend all safety courses  
17 provided by the Program.

18           7.4.2 MOTHERs shall demonstrate respectful and responsible  
19 behavior toward other MOTHERs in the Program, CONTRACTOR's staff, and members  
20 of the TFC community.

21           7.5 Visitors:

22           7.5.1 All visitors shall abide by visitation hours. Hours shall  
23 be established by the TFC facility.

24           7.5.2 MOTHERs shall be held accountable for any problems/damages  
25 caused by their visitors. CONTRACTOR shall monitor the behavior of the  
26 visitor, and the visitor should be asked to leave if he/she acts  
27 inappropriately.

28        ///

1           7.5.3 Visitors in possession of or under the influence of a  
2 controlled substance and/or alcohol are not allowed into the TFC facility. It  
3 is the responsibility of each MOTHER to make that determination and respond  
4 appropriately.

5           7.5.4 Any problems concerning a visitor shall be reported  
6 immediately to the Case Manager, Certified Substance Abuse Counselor, On Call  
7 Counselors, Program Supervisor or Program Staff.

8           7.6 Emergencies:

9           7.6.1 An emergency is anything requiring immediate attention or  
10 assistance from resources such as police, fire, ambulance, and ADMINISTRATOR.

11           7.6.2 Each MOTHER shall be encouraged to attend First Aid and  
12 CPR courses, as well as other noted safety courses. All emergencies must be  
13 reported as soon as possible to the Case Manager or Program Supervisor who  
14 shall notify the Assigned Social Worker, as appropriate.

15           7.6.3 CONTRACTOR shall post emergency telephone numbers for  
16 police, fire, ambulance, poison control, SSA, and Case Manager's phone and  
17 emergency pager number, shall be posted next to the community house phone in  
18 the MOTHER and Child Residential Homes facility.

19           7.6.4 CONTRACTOR shall verbally notify the Assigned Social  
20 Worker and the SSA Program Manager, or designee, within twenty-four (24) hours  
21 of the emergency. This verbal report shall be followed by the submission of a  
22 written Special Incident Report (SIR) within seven (7) calendar days of the  
23 incident to Assigned Social Worker.

24           7.7 Medical Issues:

25           7.7.1 Upon entry to the Program, CONTRACTOR shall clarify the  
26 appropriate resources to be used in the event of a medical issue and/or  
27 emergency.

28        ///

1                   7.7.2 In case of emergency, MOTHER shall notify the Case Manager  
2 and Assigned Social Worker, as soon as possible.

3                   7.8 Lending or Borrowing Money:

4                   7.8.1 MOTHERs are strongly discouraged from lending or borrowing  
5 money.

6                   7.8.2 Neither ADMINISTRATOR nor CONTRACTOR shall assume  
7 responsibility for replacement or return of funds that a MOTHER lends or  
8 borrows.

9                   7.8.3 It is the responsibility of each MOTHER to pay all of her  
10 debts in a timely manner.

11                   7.9 Budgeting and Payment of Bills:

12                   7.9.1 Each MOTHER shall be accountable for her budget and  
13 payment of bills as necessary.

14                   7.9.2 CONTRACTOR shall monitor each MOTHER on a weekly basis in  
15 order to prepare MOTHERs to live on a fixed income.

16                   7.9.3 CONTRACTOR shall work with each MOTHER on a monthly budget  
17 to develop skills regarding a system of payment of bills for items such as  
18 utilities, telephone, rent, and other bills once they leave the Program.

19                   7.10 Savings:

20                   7.10.1 Each MOTHER who is employed or has income from any source,  
21 shall be required to deposit a minimum of thirty percent (30%) of her net  
22 income in her savings account to use after completion of the Program.

23                   7.10.2 MOTHER shall be required to show copies of deposit slips,  
24 pay stubs, and bank statements.

25                   7.11 Pregnancy:

26                   A pregnant MOTHER may continue her involvement in the Program, as  
27 long as appropriate progress is maintained and no medical conditions or  
28 restrictions develop, as determined by a physician, which would preclude her



1 from safe independent living.

2 7.12 Child Care:

3 CONTRACTOR shall assist MOTHERs in accessing subsidized child care  
4 or funding through available community programs.

5 7.13 Residence Management/Cleanliness:

6 7.13.1 Each MOTHER shall be responsible to keep her residence  
7 clean on a daily basis and to do her own laundry.

8 7.13.2 Each bedroom within the Mother and Child Residential Homes  
9 is subject to a weekly unannounced inspection by CONTRACTOR. Each bedroom  
10 shall be evaluated on cleanliness, tidiness, compliance with visitor  
11 regulations, and any other aspect as related to the regulations of the  
12 Program. Special incentives may be given for the cleanest bedroom at the end  
13 of each month.

14 7.13.3 Suggestions to keep the bedroom and common living area  
15 clean and safe include, but are not limited to:

16 7.13.3.1 Dusting;

17 7.13.3.2 Vacuuming;

18 7.13.3.3 Cleaning dishes;

19 7.13.3.4 Picking up toys;

20 7.13.3.5 Making the beds;

21 7.13.3.6 Unplugging electrical items and small appliances  
22 (i.e., iron, toaster, curling iron, etc.) when not in use; and

23 7.13.3.7 Informing CONTRACTOR's staff if something in the  
24 Mother and Child Residential Homes breaks or requires repair/maintenance.

25 7.14 Furnishings:

26 Prior to a MOTHER moving into her residence, CONTRACTOR shall make  
27 sure appropriate furniture, bedding, and household items are in order.  
28 Furniture and household items shall be checked by CONTRACTOR prior to each

1 MOTHER moving in.

2 7.15 Property:

3 7.15.1 Deliberate destruction of property, which includes  
4 physical damage to the MOTHER and Child Residential Homes, shall not be  
5 tolerated, including marking on walls and intentional damage to another  
6 person's belongings, etc.

7 7.15.2 MOTHERs deliberately damaging property may be subject to a  
8 discipline policy violation or termination from the Program. The MOTHER shall  
9 be required to pay for damages.

10 7.16 Alcohol and Other Drugs:

11 7.16.1 No drugs or alcohol are permitted on the TFC premises. If  
12 any MOTHER is suspected to be under the influence of a controlled substance or  
13 alcohol, an observed drug screen will be administered on-site.

14 7.16.2 Any MOTHER found using a controlled substance or alcohol  
15 at the TFC may be subject to immediate termination from the Program.

16 7.16.3 MOTHERs may not smoke inside the Mother and Child  
17 Residential Homes. MOTHERs must follow the TFC smoking rules.

18 7.16.4 If a MOTHER is observed to be under the influence of a  
19 controlled substance and/or alcohol, CONTRACTOR shall require MOTHER to attend  
20 a twelve (12) step group or other intervention deemed appropriate. CONTRACTOR  
21 shall notify the Assigned Social Worker and the SSA Program Manager of the  
22 incident.

23 7.16.5 Any MOTHER caught possessing a controlled substance or  
24 alcohol on their person, in their belongings or in their bedroom is subject to  
25 immediate termination from the Program. This includes visitors bringing a  
26 controlled substance and/or alcohol onto the TFC.

27 ///

28 ///

1           7.17 Decorating:

2           7.17.1 MOTHERs are required to obtain the permission of  
3 CONTRACTOR before decorating their room.

4           7.17.2 All décor must be appropriate and must not contain, for  
5 example, obscenities, vulgar content, and/or gang-related material.

6           7.18 Noise Level:

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

10          7.19 Dating:

11          Each MOTHER shall be educated in characteristics of healthy  
12 relationships.

13          7.20 Vehicles:

14          7.20.1 Each MOTHER must have a valid driver's license, proof of  
15 insurance, and maintain insurance, in order to drive a vehicle. A MOTHER  
16 shall not violate any conditions of probation related to operating a motor  
17 vehicle.

18          7.20.2 Failure to follow these vehicle rules shall be grounds for  
19 termination from the Program.

20          7.21 Use of Utilities & Phone:

21          7.21.1 All Mother and Child Residential Homes shall contain a  
22 working community house phone, cable television, and utilities such as water,  
23 electricity, and heating in good working condition. CONTRACTOR shall work  
24 with MOTHERs to provide house rules for the use of community house phones  
25 which shall be restricted to local calls.

26          7.21.2 Each Mother shall be instructed on proper usage and  
27 functioning of these systems, and shall not use these resources in excess.

28          ///

1           7.22 Weapons:

2           No weapons of any kind (guns, knives, etc.) are allowed to be in  
3 the possession of any MOTHER or in the Mother and Child Residential Homes  
4 facility or the TFC premises for any reason. Cooking knives and sharp  
5 utensils are to be locked up when not in use. Failure to comply with this  
6 rule shall lead to immediate termination from the program.

7           7.23 Discipline

8           7.23.1 Each MOTHER shall follow CONTRACTOR's discipline policies  
9 as set forth in this Exhibit A.

10          7.23.2 Behavioral consequences for a MOTHER experiencing  
11 discipline problems may include, but are not limited to:

12                   7.23.2.1 Visitor restrictions.

13                   7.23.2.2 More frequent meetings with CONTRACTOR or  
14 Assigned Social Worker.

15                   7.23.2.3 Termination from the Program.

16          7.23.3 Assigned Social Worker shall determine appropriate  
17 disciplinary action with the approval of the SSA Program Manager and SSA  
18 Deputy Director when behavioral consequences beyond standard interventions are  
19 required.

20          7.24 Termination

21          7.24.1 Each MOTHER shall be subject to CONTRACTOR's termination  
22 policies as set forth in this Exhibit A, and may be terminated from the  
23 Program for the following reasons:

24                   7.24.1.1 Failure to follow the program rules or  
25 agreements.

26                   7.24.1.2 Involvement in illegal or prohibited activities  
27 (e.g., use of alcohol, drugs, theft, assault, etc.).

28                   7.24.1.3 Destruction of property.

- 1                   7.24.1.4 Participation in high risk or unsafe behavior.
- 2                   7.24.1.5 Continual misuse of allowance or personal money
- 3 without signs of growth.
- 4                   7.24.1.6 Violation of visitation policy.
- 5                   7.24.1.7 Making threats of any nature to staff or other
- 6 MOTHERs in the Program.
- 7                   7.24.1.8 Absent without leave (AWOL) from the Mother and
- 8 Child Residential Homes.
- 9                   7.24.1.9 Arson.
- 10                  7.24.1.10 Administrative termination when MOTHER's
- 11 services are suspended due to administrative action (i.e., court decision,
- 12 etc.).

13                  7.24.2 In addition to Subparagraph 7.24.1 above, any MOTHER may

14 be terminated from the Program for any behavior or misconduct that jeopardizes

15 the Program or anyone's personal safety or success in the Program, including

16 her own.

17                  7.24.3 CONTRACTOR may terminate any MOTHER from the Program with

18 the concurrence of ADMINISTRATOR's Program Manager, upon three (3) business

19 days advance written notice to MOTHER. The decision of ADMINISTRATOR's

20 Program Manager regarding termination of a MOTHER from the Program shall be

21 binding on CONTRACTOR.

22       8.     CONTRACTOR RESPONSIBILITIES

23           8.1    CONTRACTOR shall:

24                  8.1.1 Identify Mutual Clients with the Family Self Sufficiency

25 (FSS) Division, initiate and/or participate in Multidisciplinary Team (MDT)

26 meetings and/or Team Decision Making (TDM) meetings, communicate with the

27 Assigned Social Worker, develop a service plan, and provide ongoing prevention

28 services.

1           8.1.2 Utilize management reports or other tools designed to  
2 monitor and/or increase participation in the Program.

3           8.1.3 Attend all mandated trainings/meetings as requested by  
4 ADMINISTRATOR.

5           8.1.4 Provide each MOTHER with a mentor while participating in  
6 the Program. MOTHER shall receive help and support for interpersonal and  
7 social skills, and increase their awareness of resources available to them in  
8 and around their community. Each mentor shall be carefully screened through a  
9 criminal clearance, child abuse index check, Department of Motor Vehicles  
10 clearance, and two (2) references prior to any contact with MOTHER.

11           8.1.5 Assist in connecting eligible MOTHERs with COUNTY CalWORKs  
12 staff. CONTRACTOR shall encourage eligible MOTHERs to apply.

13           8.1.6 Provide the basic essential needs for MOTHERs and their  
14 children who do not qualify for CalWORKs, out of CONTRACTOR's budget, as  
15 described in Subparagraph 13 of Exhibit A of this Agreement.

16           8.1.7 Provide twenty-four (24) hour on-site awake supervision  
17 and crisis intervention services.

18           8.1.8 Provide services to MOTHERs to assist them in successfully  
19 developing life skills in order to be considered self-sufficient and leave the  
20 Program.

21           8.1.9 Assist MOTHERs to maintain a substance-free lifestyle.  
22 Encourage a healthy living condition that reinforces sobriety by providing:

23                   8.1.9.1 Random observed urine drug testing on-site;

24                   8.1.9.2 Service planning, as described in Subparagraph  
25 6.2.4 of Exhibit A of this Agreement;

26                   8.1.9.3 Individual substance abuse counseling;

27                   8.1.9.4 Group counseling;

28                   8.1.9.5 Self-help groups;

1                   8.1.9.6 Relapse prevention and other peer support  
2 groups;

3                   8.1.9.7 Sponsorship system; and

4                   8.1.9.8 Crisis intervention.

5                   8.1.10 Provide activity areas for support group discussions to  
6 help MOTHERs maintain sobriety, promote self-sufficiency, address issues  
7 related to domestic violence, parenting, child development, etc.

8                   8.1.11 Provide a plan for child care coverage during the support  
9 group sessions.

10                  8.1.12 Provide a plan to ensure that there are no controlled  
11 substances and/or alcohol on the premises and establish and enforce a zero  
12 tolerance policy.

13                  8.1.13 Provide a plan and ground rules should a MOTHER return to  
14 the TFC under the influence of a controlled substance or alcohol, as  
15 determined by CONTRACTOR.

16                  8.1.14 Utilize the evidenced-based Strengthening Families Program  
17 for MOTHERs with children ages three (3) years and older which includes a  
18 parenting training program, children's skills program, and a family skills  
19 training program in which both parents and their children practice new  
20 behaviors.

21                  8.1.15 Coordinate enrollment for the children to attend the TFC  
22 Early Childhood Development Center, as space permits; or a public or private  
23 school, as well as before and after school, and holiday and summer child care  
24 programs, if the children are of school age.

25                  8.1.16 Provide referrals for appropriate developmental screenings  
26 and services for children that do not attend the TFC Early Childhood  
27 Development Center. CONTRACTOR may also link families to other organizations  
28 for these services; and follow-up to ensure the link was successful.

1           8.1.17 Provide activities for children that promote early  
2 childhood development.

3           8.1.18 Provide other evidence based prevention programs for  
4 MOTHERs with children less than three (3) years of age.

5           8.1.19 Refer the children to physical and mental health services,  
6 if needed.

7           8.1.20 Provide training to MOTHERs on mandated child abuse  
8 reporting.

9           8.1.21 Provide activity areas for transitional skill instructions  
10 and educational programs.

11           8.1.22 Provide MOTHERs the "Dinners on the Table" intervention  
12 designed to teach MOTHERs to use mealtimes as an opportunity to build family  
13 connections and foster constructive communication.

14           8.1.23 Provide assistance to MOTHERs when they leave the Program,  
15 including locating and/or maintaining affordable housing that costs no more  
16 than thirty percent (30%) of MOTHER's gross income.

17           8.2 CONTRACTOR shall provide the following basic needs requirements:

18           8.2.1 Housing Allocation:

19           8.2.1.1 On a monthly basis, CONTRACTOR shall allocate  
20 funds to provide MOTHERs with housing at TFC, to include rent and utilities,  
21 transportation, purchase of food, cleaning supplies, clothing, telephone,  
22 cable and other necessities as set forth in Paragraph 20 of Exhibit A of this  
23 Agreement.

24           8.2.1.2 ADMINISTRATOR or designee(s) will conduct an on-  
25 site evaluation of the Mother and Child Residential Homes facilities in order  
26 to observe sleeping arrangements and degree of privacy to be afforded to each  
27 MOTHER and her children.

28           ///



1                   8.2.2 Personal Needs:

2                   8.2.2.1 CONTRACTOR shall assist MOTHERs with the  
3 purchase of personal care items, including but not limited to toothpaste,  
4 toothbrush, soap, hair care items, and hygienic supplies, diapers, etc. if  
5 they are unable to purchase these items themselves.

6                   8.2.2.2 CONTRACTOR shall provide a secure and separate  
7 storage area for personal items for each MOTHER.

8                   8.2.2.3 CONTRACTOR shall assure cleanliness and warmth,  
9 by providing a sufficient amount of clean fresh towels, mattress pads,  
10 pillows, sheets, and blankets.

11                  8.2.2.4 CONTRACTOR shall provide services to build and  
12 support the MOTHER's and child(ren)'s relationships with family and community,  
13 which may also include the child(ren)'s father's engagement when appropriate.

14                  8.2.2.5 CONTRACTOR shall ensure MOTHERs take their  
15 clothing and personal items with them upon completion/termination from the  
16 Program, if feasible. If not, all clothing shall immediately be stored  
17 separately and securely for each individual MOTHER by CONTRACTOR for a period  
18 of thirty (30) calendar days.

19                  8.2.3 Safeguard for Cash Resources, Personal Property and  
20 Valuables

21                  8.2.3.1 CONTRACTOR shall assist each MOTHER in keeping  
22 cash resources, personal property, and valuables separate and intact.  
23 CONTRACTOR shall maintain accurate records of such resources.

24                  8.2.3.2 CONTRACTOR shall assist MOTHERs in establishing  
25 an interest bearing Federal Deposit Insurance Corporation (FDIC) or Federal  
26 Savings and Loan Insurance Corporation (FSLIC) savings account to the  
27 satisfaction of each MOTHER.

28                  ///

1                   8.2.3.3   CONTRACTOR shall ensure each MOTHER who is  
2 employed or has income from any source contributes up to a maximum of thirty  
3 percent (30%) of her income towards her future housing. These funds shall be  
4 deposited in accordance with Subparagraph 7.10 of Exhibit A of this Agreement,  
5 or as otherwise determined by ADMINISTRATOR. In the event CONTRACTOR collects  
6 funds directly from MOTHER CONTRACTOR shall provide a signed receipt to MOTHER  
7 for any funds directly collected.

8                   8.2.3.4   MOTHER's contribution towards future housing, as  
9 established in accordance with Subparagraph 8.2.3.3 of Exhibit A of this  
10 Agreement, or other cash resources, shall not be commingled with CONTRACTOR's  
11 funds or petty cash and shall be released in full to MOTHER upon MOTHER's  
12 completion/termination from the Program.

13   9.   REPORTING REQUIREMENTS

14       9.1   Intake Report:

15               9.1.1   CONTRACTOR shall prepare an Intake Report on each MOTHER  
16 within thirty (30) days of MOTHER's start in the Program.

17               9.1.2   The Intake Report shall include, but not be limited to the  
18 following:

19                   9.1.2.1   Identification of MOTHER's and child(ren)'s  
20 strengths;

21                   9.1.2.2   Medical and dental needs;

22                   9.1.2.3   Psychological/psychiatric evaluations obtained;

23                   9.1.2.4   Case staffing review summaries;

24                   9.1.2.5   Education Assessment;

25                   9.1.2.6   Peer adjustment;

26                   9.1.2.7   Relationship to staff;

27                   9.1.2.8   Involvement in recreation programs;

28                   9.1.2.9   Behavioral problems; and

1 9.1.2.10 Familial involvement/relationships.

2 9.1.3 Report shall be submitted to ADMINISTRATOR on a format  
3 approved by ADMINISTRATOR.

4 9.2 Treatment Plan:

5 9.2.1 CONTRACTOR shall develop a Treatment Plan in partnership  
6 with the MOTHER's treatment provider(s), including the Assigned Social Worker.

7 9.2.2 The Treatment Plan shall be completed within seventy-two  
8 (72) hours of MOTHER's start in the Program.

9 9.3 Monthly Evaluation:

10 9.3.1 CONTRACTOR shall submit ongoing written evaluations, in  
11 the form of an updated Treatment Plan, on each MOTHER to MOTHER's Assigned  
12 Social Worker on a monthly basis, to be submitted within seven (7) calendar  
13 days following the monthly reporting period. These evaluations shall include,  
14 but not be limited to:

15 9.3.2 Progress toward accomplishing goals and outcomes addressed  
16 in Paragraph 10 of Exhibit A of this Agreement.

17 9.3.3 Identification of MOTHER's unmet needs, assessment of  
18 unmet needs, and efforts made to meet these needs.

19 9.3.4 Current status of MOTHER's and children's physical and  
20 psychological health, including a report of medical care received and  
21 medication given.

22 9.3.5 Modification of the Treatment Plan; and, as necessary, the  
23 tasks to be performed by MOTHER, and changes in the anticipated length of  
24 stay.

25 9.3.6 The number and dates of contacts with MOTHER's Assigned  
26 Social Worker, psychiatrist(s), psychologist(s), Assigned Social Worker,  
27 Marriage and Family Therapist(s) (MFT), and/or Licensed Clinical Social Worker  
28 (LCSW) during the monthly report.

1           9.4 Quarterly Performance Report:

2           CONTRACTOR shall provide a quarterly report of MOTHER's  
3 performance relative to her goals and outcomes identified in Paragraph 10  
4 below. The report shall be submitted to ADMINISTRATOR on a format approved  
5 by ADMINISTRATOR.

6           9.5 Termination Summary:

7           9.5.1 CONTRACTOR shall deliver to MOTHER's Assigned Social  
8 Worker a closing summary of the records relating to the MOTHER's treatment  
9 within thirty (30) days of MOTHER's completion/termination from the Program.

10          9.5.2 The Termination Summary shall include, but not be limited  
11 to: a closing summary of all issues regularly reported in the Quarterly  
12 Performance Report, including records relating to treatment of MOTHER and  
13 child(ren), any monies (i.e., savings) owed to MOTHER, and an inventory of the  
14 MOTHER's personal belongings and clothing.

15          9.5.3 For a minimum of two (2) years following completion of the  
16 Program, CONTRACTOR shall complete the follow-up assessments and outcome  
17 evaluations as set forth in Subparagraph 6.3.2 of Exhibit A of this Agreement.

18          9.6 Aftercare Report:

19          CONTRACTOR shall provide an Aftercare Report every six (6) months  
20 for a minimum of two (2) years, following each MOTHER's completion of the  
21 Program. The Aftercare Report shall include the results of follow-up  
22 assessments and outcome evaluations as described in Subparagraph 6.3.2 of  
23 Exhibit A of this Agreement.

24          9.7 Absence:

25          9.7.1 An authorized absence is one that the MOTHER's Assigned  
26 Social Worker and CONTRACTOR have mutually agreed to.

27          9.7.2 If MOTHER is aware that she will be expected to be out of  
28 the Mother and Child Residential Homes overnight, MOTHER shall be required to

1 report to MOTHER's Assigned Social Worker and CONTRACTOR in advance of the  
2 absence.

3 9.7.3 If a MOTHER is absent for twenty-four (24) hours or more  
4 and/or absconds with her child(ren), CONTRACTOR shall immediately telephone  
5 MOTHER's Assigned Social Worker. CONTRACTOR shall provide written  
6 notification to MOTHER's Assigned Social Worker within twenty-four (24) hours  
7 hereafter.

8 9.7.4 If MOTHER returns voluntarily, CONTRACTOR shall  
9 immediately notify MOTHER's Assigned Social Worker.

10 9.7.5 CONTRACTOR shall file a report in MOTHER's record of the  
11 action taken, by CONTRACTOR, as a result of the absence.

12 9.7.6 Following MOTHER's return, CONTRACTOR shall conduct an  
13 evaluation of MOTHER emphasizing the significance of the absence. All  
14 discussions resulting from the evaluation shall be documented in MOTHER's  
15 record.

16 9.7.7 CONTRACTOR shall maintain records of authorized and  
17 unauthorized absences in MOTHER's record.

18 9.8 Tracking Report:

19 9.8.1 CONTRACTOR shall provide a Tracking Report to  
20 ADMINISTRATOR on a monthly basis.

21 9.8.2 The Tracking Report will include, but not be limited to:  
22 MOTHER's name, age, gender of child(ren), assessment date, intake outcomes and  
23 decisions, date admitted to Program, referral resources, and outcomes.

24 9.9 Serious Illness, Accident/Injury, Hospitalization or Death:

25 9.9.1 CONTRACTOR shall immediately telephone Emergency (911) as  
26 the situation warrants, and/or telephone Orangewood Children and Family Center  
27 Intake (714) 935-6565, MOTHER's Assigned Social Worker and the SSA Program  
28 Manager, or designee, upon CONTRACTOR becoming aware of any serious illness,

1 accident/injury, hospitalization or death of any MOTHER or child in  
2 CONTRACTOR's care. This verbal report shall be followed by a written report  
3 to the SSA Program Manager or designee within twenty-four (24) hours after  
4 such serious illness, accident/injury, hospitalization or death.

5 9.9.2 The verbal and written report shall include, but not be  
6 limited to:

7 9.9.2.1 The name of MOTHER and/or child;

8 9.9.2.2 The date, time, and location of serious illness,  
9 accident/injury, hospitalization, or death;

10 9.9.2.3 A complete, concise description of the incident;  
11 including the identities of all parties involved in the incident;

12 9.9.2.4 The program under which MOTHER or child was  
13 receiving treatment; and

14 9.9.2.5 The name or names of CONTRACTOR's officers,  
15 employees, agents, subcontractors, or volunteer staff with knowledge of the  
16 event.

17 9.10 Special Incidents:

18 9.10.1 CONTRACTOR shall immediately telephone MOTHER's Assigned  
19 Social Worker and the SSA Program Manager, or designee, if any of the  
20 following occurs:

21 9.10.1.1 Any behavior or activities by any MOTHER which  
22 substantially disrupts activities within the Mother and Child Residential  
23 Homes and/or TFC facility and jeopardizes the status, safety, and health of  
24 MOTHERS and clients referred by COUNTY.

25 9.10.1.2 Any behavior or activities by staff while on  
26 duty which substantially disrupts activities within the Mother and Child  
27 Residential Homes and/or TFC facility and jeopardizes the status, safety or  
28 health of the MOTHERS referred by COUNTY.

1                   9.10.1.3 Any other behavior or activity by the MOTHERs or  
2 staff not listed above, which is required to be reported to COUNTY.

3                   9.10.2 The verbal report shall be followed by the submission of a  
4 written "Special Incident Report" (SIR), on a form approved by ADMINISTRATOR,  
5 via facsimile, to MOTHER's Assigned Social Worker, and within seven (7)  
6 calendar days of the incident via the SIR Fax line at (714) 940-3961 (CFS).

7                   9.10.3 CONTRACTOR shall comply with the "Special Incident  
8 Reporting Guidelines for Residential Facilities" developed by SSA and  
9 incorporated herein by reference, as it currently exists or may hereafter be  
10 amended

11       10.   GOAL AND OUTCOMES

12           10.1 GOAL

13                   10.1.1 The goal of the Program is to help MOTHERs develop  
14 appropriate parenting skills to ensure a safe, stable home for their  
15 child(ren), and to provide the treatment and support for MOTHERs to maintain  
16 their sobriety and to become self-sufficient.

17                   10.1.2 CONTRACTOR shall measure the following key focus areas as  
18 outcomes to determine individual program effectiveness:

19                           10.1.2.1 Child safety;

20                           10.1.2.2 Child development;

21                           10.1.2.3 Daily living skills and ability to care for  
22 children;

23                           10.1.2.4 Substance abuse prevention;

24                           10.1.2.5 Preventative health and safety activities  
25 (including immunizations, well-baby checks, nutrition, smoking cessation,  
26 education, pregnancy prevention, and establishing and using a health home). A  
27 "health home," also known as a medical home, means a model of delivering  
28 primary care that is accessible, continuous, comprehensive, family-centered,

1 coordinated, compassionate, and culturally effective care;

2 10.1.2.6 Academic achievement;

3 10.1.2.7 Employment and career development;

4 10.1.2.8 Vocational training;

5 10.1.2.9 Job placement and retention;

6 10.1.2.10 Household management;

7 10.1.2.11 Financial Literacy and competency;

8 10.1.2.12 Consumer resource usage;

9 10.1.2.13 Interpersonal/social and self-development  
10 skills;

11 10.1.2.14 Survival skills;

12 10.1.2.15 Computer/Internet skills;

13 10.1.2.16 Car seat safety; and

14 10.1.2.17 Locating and using child care.

15 10.2 OUTCOMES

16 CONTRACTOR shall meet the following outcomes during the term of  
17 this Agreement:

18 10.2.1 Eighty percent (80%) of MOTHERs shall be fully engaged in  
19 all Treatment Plan activities, to meet the CalWORKs requirement of thirty-two  
20 (32) hours/week case plan activities, by the end of month two (2) of entering  
21 the Program.

22 10.2.2 Eighty percent (80%) of MOTHERs shall be in compliance  
23 with their individual Treatment Plan goals each month.

24 10.2.3 Fifty percent (50%) of MOTHERs shall have successfully  
25 met their employment goals upon planned discharge from the Program.

26 10.2.4 Fifty percent (50%) of MOTHERs shall have successfully  
27 completed their educational goals upon planned discharge from the Program.

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1           10.2.5 Eighty percent (80%) of MOTHERs shall have developed a  
2 savings account and deposited at least thirty percent (30%) of their income  
3 upon planned discharge from the Program.

4           ADMINISTRATOR may, in its sole discretion, require changes to the goals  
5 stated in Subparagraph 10 herein, in accordance with any changes in law and/or  
6 State policy or regulation.

7       11.    CASE RECORDS

8           11.1 CONTRACTOR shall maintain a physical case record (hard copy).  
9 Content of the physical case records must be in a format approved by  
10 ADMINISTRATOR.

11          11.2 Information in case records shall be treated as confidential,  
12 maintained in a secure area, and released only to ADMINISTRATOR as required,  
13 or to others upon approval of ADMINISTRATOR.

14          11.3 Items in the physical case records may include, but are not  
15 limited to, the following:

16               11.3.1 The Treatment Plan and amendments.

17               11.3.2 Documentation of all services provided.

18               11.3.3 Documentation of community organizations working with the  
19 MOTHER.

20               11.3.4 Child care arrangements/documentation.

21               11.3.5 Documentation/justification for supportive services.

22               11.3.6 Documentation of hours of participation.

23               11.3.7 Documentation regarding any cooperation issues and cause  
24 determinations.

25               11.3.8 Attendance and progress reports.

26               11.3.9 Family connections.

27               11.3.10 Employment information and employment retention tracking.

28               11.3.11 Documentation of changes in earnings.

1 11.3.12 Documentation of savings, as described in Subparagraph  
2 7.10 of Exhibit A of this Agreement.

3 11.3.13 Standard release forms as needed for collateral contacts.

4 11.3.14 Documentation of language needs and how they were  
5 resolved, as applicable.

6 11.3.15 Copies of rights and responsibilities, and other forms  
7 and documents required in program procedures.

8 11.3.16 Medical verifications, as applicable.

9 12. CASE NARRATIVES

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

15 12.1.1 Date referral is received, assessment of service needs,  
16 actions taken, and status of referrals;

17 12.1.2 Progress of Treatment Plan goals, outcomes, and follow-up  
18 dates arranged during contact;

19 12.1.3 Weekly participation hours;

20 12.1.4 Complete and accurate description of the case activity;

21 12.1.5 Issues related to MOTHER's progress toward the established  
22 Treatment Plan; and

23 12.1.6 The closing narrative shall include date and reason for  
24 the termination, incomplete actions and reasons, actions to be taken upon  
25 termination.

26 13. CASE REVIEW CONFERENCES

27 13.1 CONTRACTOR shall conduct a monthly Case Review Conference to  
28 present and review the progress of each participating MOTHER, services

1 provided to each MOTHER with CONTRACTOR's direct service staff and  
2 ADMINISTRATOR. Topics to be discussed may include but are not limited to,  
3 MOTHER's dynamics, case challenges, and successful strategies for service  
4 delivery, resources utilized, and outcomes.

5 13.2 CONTRACTOR agrees that all CONTRACTOR's direct staff shall attend  
6 these meetings. ADMINISTRATOR may attend CONTRACTOR's Case Review Conference  
7 meetings on a quarterly basis, with CONTRACTOR's staff, to provide  
8 consultation and assistance in monitoring and determining the focus of the  
9 programmatic services provided under this Agreement.

10 14. FACILITIES

11 14.1 CONTRACTOR shall provide transitional housing and supportive  
12 services for up to fifteen (15) MOTHERs and their children, on a monthly  
13 basis, placed in the Mother and Child Residential Homes and accommodations for  
14 staff at:

15 Tustin Family Campus  
16 15405 Lansdowne Road  
17 Tustin, CA 92782

18 14.2 The Mother and Child Residential Homes living unit will be locked,  
19 however, MOTHERs will be issued key cards so they may enter or leave at any  
20 time.

21 14.3 CONTRACTOR shall maintain the Mother and Child Residential Homes  
22 in a manner which shall ensure the well-being, protection, health, safety, and  
23 comfort of each MOTHER and her children.

24 15. HANDLING COMPLAINTS

25 15.1 CONTRACTOR shall develop, operate, and maintain procedures for  
26 receiving, investigating and responding to provider and MOTHER complaints,  
27 including Civil Rights complaints, requests for COUNTY reviews, negative  
28 comments and other complaints relating to the TFC.

1           15.2 CONTRACTOR shall maintain a log for identification and response to  
2 MOTHER's complaints. When complaints cannot be resolved informally, a system  
3 of follow-through will be instituted which adheres to formal plans for  
4 specific actions and strict time deadlines. Ideally responses to complaints  
5 should occur within two (2) business days.

6           15.3 For Civil Rights complaints, refer to Subparagraph 10.5.2 of this  
7 Agreement.

8           15.4 CONTRACTOR shall identify issues with potential legal  
9 implications, and review any such cases with designated COUNTY staff prior to  
10 responding to the complaints.

11           15.5 CONTRACTOR shall provide ADMINISTRATOR, in a form approved by  
12 ADMINISTRATOR, information pertaining to complaints, as well as CONTRACTOR's  
13 response to any complaints as described above within ten (10) business days of  
14 the complaint. CONTRACTOR shall provide a summary of all complaints and/or  
15 negative comments as prescribed and on a format approved by ADMINISTRATOR.  
16 Complaints include, but are not limited to, complaints from clients, other  
17 contract service providers, community organizations, and the public.

18 16. OUTSIDE CONTACTS

19 CONTRACTOR shall:

20           16.1 Immediately inform ADMINISTRATOR of any inquiry from an elected  
21 official, their representative, participant advocate, or the press, and  
22 immediately provide information in order to permit ADMINISTRATOR to respond.

23           16.2 Consult with ADMINISTRATOR prior to initiating contact with an  
24 elected official, their representative, participant advocate, or the press.

25           16.3 Inform ADMINISTRATOR prior to initiating contact with an elected  
26 official or their representative.

27 ///

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1        17.    QUALITY CONTROL

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

7            17.1 The method for ensuring the services, deliverables, and  
8 requirements defined in this Agreement are being provided at or above  
9 ADMINISTRATOR's level of quality.

10          17.2 The method for assuring that the professional staff rendering  
11 services under this Agreement have the necessary qualifications;

12          17.3 The method for identifying and preventing deficiencies in the  
13 quality of service as defined by COUNTY policy;

14          17.4 The method for providing ADMINISTRATOR with a copy of CONTRACTOR's  
15 case reviews, a clear description of, and corrective action taken, to resolve  
16 identified problems;

17          17.5 Items/areas to be inspected on either a scheduled or unscheduled  
18 basis, how often inspections shall be accomplished, and the title of the  
19 individual(s) who shall perform the inspections;

20          17.6 Specific methods for identifying and preventing deficiencies in  
21 the quality of service performed, before the level of performance becomes  
22 unacceptable.

23          17.7 Maintenance of a file of all inspections conducted by CONTRACTOR  
24 and, if necessary, the corrective action taken; and

25          17.8 Method for continuing services in the event of a natural disaster.

26        18.    BUSINESS CONTINUITY PLAN

27            18.1 CONTRACTOR shall provide a written Business Continuity Plan (BCP)  
28 that identifies how CONTRACTOR will continue to provide services after a

1 business interruption, including, but not limited to a natural disaster. The  
2 BCP shall include a Disaster Preparedness and Response Plan and shall be  
3 submitted to ADMINISTRATOR within thirty (30) days prior to the start of this  
4 Agreement. The BCP shall be reviewed, updated, and resubmitted to  
5 ADMINISTRATOR as changes occur.

6 18.2 The Disaster Preparedness and Response Plan shall include, but not  
7 be limited to, the following:

8 18.2.1 Evacuation protocols and procedures that include  
9 CONTRACTOR's responsibility for the safety, relocation, and tracking of all  
10 MOTHER(s) and child(ren) in its care during any disaster event.

11 18.2.2 Notification to be made to ADMINISTRATOR with regard to  
12 MOTHER's welfare, including the provision of on-site emergency contact  
13 information.

14 18.2.3 Provisions for maintaining court ordered services during  
15 a disaster.

16 18.2.4 Protection and recovery of MOTHER's records.

17 18.2.5 Provision of crisis-response services to MOTHER(s) and  
18 child(ren) such as crisis counseling, medical needs, both through the  
19 provision of prescribed medications, or through the provision of emergency  
20 medical services.

21 18.2.6 Disaster response training for staff.

22 18.2.7 Maintenance and review of plan at regular intervals.

## 23 19. CONTRACTOR PERFORMANCE MONITORING

24 19.1 CONTRACTOR's performance will be monitored and reviewed by  
25 ADMINISTRATOR who will conduct reviews as part of an on-going evaluation of  
26 CONTRACTOR's performance.

27 19.2 ADMINISTRATOR may use a variety of inspection methods to evaluate  
28 CONTRACTOR's performance, including, but not be limited to, the following:

1 19.2.1 Inspection of CONTRACTOR's case files and applicable data  
2 reports to ensure compliance with outcome objectives;

3 19.2.2 Random sampling of Program activities including a review  
4 of case files each month;

5 19.2.3 Activity checklists and random observations;

6 19.2.4 Inspection of output items on a periodic basis as deemed  
7 necessary;

8 19.2.5 Computer data system reports;

9 19.2.6 MOTHER's complaints and/or MOTHER's questionnaires; and

10 19.2.7 Service provider complaints or reports.

11 19.3 When it is determined those services were not performed in  
12 accordance with this Agreement and/or COUNTY policies during the review  
13 period, ADMINISTRATOR may require a corrective action plan. CONTRACTOR shall,  
14 within the time period specified in any such corrective action plan, remedy  
15 the performance defects.

16 19.4 CONTRACTOR shall cooperate with ADMINISTRATOR in providing the  
17 information necessary for performance monitoring, and with authorized State or  
18 Federal representatives who may audit Program services.

19 19.5 Performance evaluation meetings will be conducted as deemed  
20 necessary by ADMINISTRATOR.

21 20. BUDGET

22 The budget for services provided pursuant to this Exhibit A of this  
23 Agreement shall span thirty-six (36) months and is set forth as follows:

24 Budget for Period of July 1, 2012 through June 30, 2013:

<u>LINE ITEMS:</u>	Maximum Hourly Rate <sup>(1)</sup>	FTEs <sup>(2)</sup>	Amount <sup>(3)</sup>
<u>Direct Service Positions:</u>			
Lead Certified Substance Abuse Counselor	18.03	1.00	\$ 37,503

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Certified Substance Abuse Counselor	16.48	3.00	102,836
Case Manager	16.01	1.00	33,301
Overnight Counselor	15.46	1.80	57,883
Child/Family Specialist	27.81	1.00	57,845
Childcare/Parenting Specialist	15.46	<u>1.00</u>	<u>32,157</u>
Subtotal Direct Service Positions		8.80	\$ 321,525
Benefits <sup>(4)</sup> (27%)			86,812
Subtotal Direct Service Positions and Benefits			\$ 408,337
<u>Administrative Positions</u> <sup>(5)(6):</sup>			
Vice President, Mother & Child Residential	77.26	.15	24,106
Program Director	38.63	1.00	80,351
Program Supervisor	25.75	<u>1.00</u>	<u>53,560</u>
Subtotal Administrative Positions		2.15	\$ 158,017
Benefits <sup>(4)</sup> (27%)			42,665
Subtotal Administrative Positions and Benefits			\$ 200,682
Total Salaries and Employee Benefits			\$ 609,019
<u>Services and Supplies:</u>			
On-Call Counseling Services			\$ 15,000
Office Expense			8,623
Program Expense			115,612
Telephone			3,100
Mileage <sup>(7)</sup>			1,805
Other			70,175
Total Services and Supplies			\$ 214,315
<u>Operating Expenses:</u>			
Maintenance			1,500
Insurance			8,499



1	Total Operating Expense		\$ 9,999
2	<u>Indirect Costs:</u>		
3	Indirect Costs(16.4%)		\$ 136,667
4	Total Indirect Costs		\$ 136,667
5	SUBTOTAL ACTUAL ALLOWABLE COSTS		\$ 970,000
6	Minus Food Stamp Revenue <sup>(8)</sup>		(15,000)
7	Minus Foundation Grants and In-Kind Donations		(85,000)
8	TOTAL ACTUAL ALLOWABLE COSTS for		\$ 870,000
9	July 1, 2012 through June 30, 2013		

Budget for Period of July 1, 2013 through June 30, 2014:

12	<u>LINE ITEMS:</u>	Maximum Hourly Rate <sup>(1)</sup>	FTEs <sup>(2)</sup>	Amount <sup>(3)</sup>
13	<u>Direct Service Positions:</u>			
14	Lead Certified Substance Abuse Counselor	18.66	1.00	\$ 38,813
15	Certified Substance Abuse Counselor	17.06	3.00	106,455
16	Case Manager	16.57	1.00	34,466
17	Overnight Counselor	16.00	1.80	59,904
18	Child/Family Specialist	28.78	1.00	59,863
19	Childcare/Parenting Specialist	16.00	<u>1.00</u>	<u>33,280</u>
20	Subtotal Direct Service Positions		8.80	\$ 332,781
21	Benefits <sup>(4)</sup> (27%)			89,851
22	Subtotal Direct Service Positions and Benefits			\$ 422,632
23	<u>Administrative Positions</u> <sup>(5)(6):</sup>			
24	Vice President, Mother & Child Residential	79.95	.15	24,945
25	Program Director	39.98	1.00	83,159
26	Program Supervisor	26.65	<u>1.00</u>	<u>55,432</u>
27	Subtotal Administrative Positions		2.15	\$ 163,536

1	Benefits <sup>(4)</sup> (27%)		44,155
2	Subtotal Administrative Positions and Benefits		\$ 207,691
3	Total Salaries and Employee Benefits		\$ 630,323
4	<u>Services and Supplies:</u>		
5	On-Call Counseling Services		\$ 15,000
6	Office Expense		8,925
7	Program Expense		112,807
8	Telephone		3,209
9	Mileage <sup>(7)</sup>		1,868
10	Other		72,330
11	Total Services and Supplies		\$ 214,139
12	<u>Operating Expenses:</u>		
13	Maintenance		1,552
14	Insurance		8,797
15	Total Operating Expense		\$ 10,349
16	<u>Indirect Costs:</u>		
17	Indirect Costs(16.4%)		\$ 140,189
18	Total Indirect Costs		\$ 140,189
19	SUBTOTAL ACTUAL ALLOWABLE COSTS		\$ 995,000
20	Minus Food Stamp Revenue <sup>(8)</sup>		(20,000)
21	Minus Foundation Grants and In-Kind Donations		(80,000)
22	TOTAL ACTUAL ALLOWABLE COSTS for		\$ 895,000
23	July 1, 2013 through June 30, 2014		

Budget for Period of July 1, 2014 through June 30, 2015:

<u>LINE ITEMS:</u>	Maximum Hourly Rate <sup>(1)</sup>	FTEs <sup>(2)</sup>	Amount <sup>(3)</sup>
<u>Direct Service Positions:</u>			

1	Lead Certified Substance Abuse Counselor	19.31	1.00	\$ 40,165
2				
3	Certified Substance Abuse Counselor	17.66	3.00	110,199
4	Case Manager	17.15	1.00	35,672
5	Overnight Counselor	16.56	1.80	62,001
6	Child/Family Specialist	29.79	1.00	61,964
7	Childcare/Parenting Specialist	16.56	<u>1.00</u>	<u>34,445</u>
8	Subtotal Direct Service Positions		8.80	\$ 344,446
9	Benefits <sup>(4)</sup> (27%)			93,001
10	Subtotal Direct Service Positions and Benefits			\$ 437,447
11	<u>Administrative Positions</u> <sup>(5)(6):</sup>			
12	Vice President, Mother & Child Residential	82.76	.15	25,822
13	Program Director	41.38	1.00	86,071
14	Program Supervisor	27.59	<u>1.00</u>	<u>57,388</u>
15	Subtotal Administrative Positions		2.15	\$ 169,281
16	Benefits <sup>(4)</sup> (27%)			45,706
17	Subtotal Administrative Positions and Benefits			\$ 214,987
18	Total Salaries and Employee Benefits			\$ 652,434
19	<u>Services and Supplies:</u>			
20	On-Call Counseling Services			\$ 10,000
21	Office Expense			8,925
22	Program Expense			98,577
23	Telephone			3,321
24	Mileage <sup>(7)</sup>			1,933
25	Other			73,206
26	Total Services and Supplies			\$ 195,962
27	<u>Operating Expenses:</u>			
28	Maintenance			1,606

1	Insurance		9,105
2	Total Operating Expense		\$ 10,711
3	<u>Indirect Costs:</u>		
4	Indirect Costs (16.4%)		\$ 140,893
5	Total Indirect Costs		\$ 140,893
6	SUBTOTAL ACTUAL ALLOWABLE COSTS		\$1,000,000
7	Minus Food Stamp Revenue <sup>(8)</sup>		(30,000)
8	Minus Foundation Grants and In-Kind Donations		(70,000)
9	TOTAL ACTUAL ALLOWABLE COSTS for		
10	July 1, 2014 through June 30, 2015		\$ 900,000
11	TOTAL MAXIMUM OBLIGATION for the period of July 1,		
12	2012 through June 30, 2015		\$2,665,000

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

14 <sup>(2)</sup> 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.

17 <sup>(3)</sup> Total salaries are calculated using the maximum hourly rates for positions by the total FTE.

18 <sup>(4)</sup> Employee Benefits include health, dental, life and disability insurance. Also included are payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Worker's Compensation Tax, based on the currently prevailing rates, not to exceed 27% of actual allowable costs of direct service positions and administrative salaries.

21 <sup>(5)</sup> Administrative positions are defined as all other classifications either higher than first line supervisors or positions not providing services to CLIENTs. Administrative positions higher than first line supervisors must be specified as either salaried or hourly positions.

24 <sup>(6)</sup> For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Agreement, regardless of the number of hours actually worked.

26 <sup>(7)</sup> Mileage is limited to the amount allowed by the United States Internal Revenue Service.

27 <sup>(8)</sup> Food Stamp Revenue is allocated directly to CONTRACTOR from each MOTHER's Electronic Benefit Card.

1 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written  
2 notice, to add delete or otherwise modify individual line items and/or amounts  
3 and type of FTE positions without changing COUNTY's maximum obligation as  
4 stated in Subparagraph 19.1 of this Agreement or reducing the level of service  
5 to be provided by CONTRACTOR. Further, in accordance with Subparagraph 42.3  
6 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation  
7 as stated in Subparagraph 19.1, CONTRACTOR and ADMINISTRATOR may mutually  
8 agree in writing to proportionately reduce the service goals as set forth in  
9 this Exhibit.

10 21. STAFF

11 21.1 All direct service staff shall be trained in Motivational  
12 Enhancement Therapy (MET), as described in Subparagraph 3.8, and are required  
13 to have the ability to speak, read, and write in English, and, if applicable,  
14 in the specified language, (i.e., Spanish or Vietnamese) in which services are  
15 to be delivered. CONTRACTOR shall provide translation services for all  
16 languages as needed to ensure MOTHERs are provided services in the language  
17 they speak. Additionally, direct services staff shall have the ability to  
18 prepare clear, complete, and concise reports in English.

19 21.2 CONTRACTOR shall provide a training program designed to educate  
20 employees who work directly with MOTHERs about the characteristics of  
21 substance abuse issues and early childhood development. The training shall be  
22 designed to ensure that these employees are able to adequately supervise and  
23 counsel MOTHERs and provide them with training in independent living skills.

24 21.3 CONTRACTOR's direct service staff shall not live on the site;  
25 however, office space shall be provided for services to be provided under this  
26 Agreement.

27 21.4 CONTRACTOR shall provide the following described Full Time  
28 Equivalent (FTE) staff positions to ensure twenty-four (24) hours, seven (7)

1 days per week coverage:

2 21.5 Lead Certified Substance Abuse Counselor

3 21.5.1 Duties:

4 21.5.1.1 Provide supervision to the Certified Substance  
5 Abuse Counselor(s) and Overnight Counselor(s).

6 21.5.1.2 Provide awake on-site supervision and crisis  
7 intervention services.

8 21.5.1.3 Assist each MOTHER with orientation to the  
9 Program upon admission.

10 21.5.1.4 Collect information related to each MOTHER's  
11 history and current situation and assist each MOTHER in developing a Treatment  
12 Plan.

13 21.5.1.5 Monitor each MOTHER's progress in the program  
14 and work with each MOTHER to update their Treatment Plan, as necessary.

15 21.5.1.6 Train and support each MOTHER on independent  
16 living skills, including but not limited to, cooking, meal planning, shopping,  
17 and budgeting.

18 21.5.1.7 Provide individual and group counseling. Monitor  
19 MOTHER-child interactions to ensure safety and well-being of children.

20 21.5.1.8 Assist with community outings. Participate in  
21 staff meetings, team meetings, and in-service trainings.

22 21.5.2 Qualifications:

23 21.5.2.1 Completion of an Alcohol and Drug Certification  
24 program.

25 21.5.2.2 Must have a minimum of two (2) years of  
26 experience working in the human services field and must have knowledge of  
27 substance abuse treatment, relapse and recovery.

28 21.5.2.3 Must have experience in conducting support

1 groups.

2 21.5.2.4 Must have an understanding of child development,  
3 child abuse issues and self-sufficiency issues.

4 21.5.2.5 Must possess a valid California driver's license  
5 with proof of insurance.

6 21.5.2.6 Must be at least twenty-one (21) years of age.

7 21.6 Certified Substance Abuse Counselor

8 21.6.1 The Certified Substance Abuse Counselors shall provide  
9 awake on-site supervision and crisis intervention services. The work schedule  
10 shall be Sunday to Thursday or Tuesday to Saturday. The Certified Substance  
11 Abuse Counselor shall be responsible for performing the following duties:

12 21.6.1.1 Assist each MOTHER with orientation to the  
13 Program upon admission.

14 21.6.1.2 Collect information related to each MOTHER's  
15 history and current situation and assist each MOTHER in developing a Treatment  
16 Plan.

17 21.6.1.3 Monitor each MOTHER's progress in the program  
18 and work with each MOTHER to update their Treatment Plan, as necessary.

19 21.6.1.4 Train and support each MOTHER on independent  
20 living skills, including but not limited to, cooking, meal planning, shopping,  
21 and budgeting.

22 21.6.1.5 Provide individual and group counseling. Monitor  
23 MOTHER-child interactions to ensure safety and well-being of children.

24 21.6.1.6 Assist with community outings.

25 21.6.1.7 Participate in staff meetings, team meetings,  
26 and in-service trainings.

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1                   21.6.2 Qualifications:

2                   21.6.2.1 Completion of an Alcohol and Drug Certification  
3 program.

4                   21.6.2.2 Must have a minimum of two (2) years experience  
5 working in the human services field and must have knowledge of substance abuse  
6 treatment, relapse and recovery.

7                   21.6.2.3 Must have experience in conducting support  
8 groups.

9                   21.6.2.4 Must have an understanding of child development,  
10 child abuse issues and self-sufficiency issues.

11                   21.6.2.5 Must possess a valid California driver's license  
12 with proof of insurance.

13                   21.6.2.6 Must be at least twenty-one (21) years of age.

14                   21.7 Case Manager

15                   21.7.1 The Lead Counselors/Case Managers shall be responsible for  
16 covering shifts schedule Monday to Friday, 8:00 a.m. to 5:00 p.m. The Lead  
17 Counselor/Case Manager shall be responsible for performing the following  
18 duties:

19                   21.7.1.1 Supervise Certified Substance Abuse Counselor(s)  
20 and Overnight Counselor(s).

21                   21.7.1.2 Supervise mentors.

22                   21.7.1.3 Participate in program development.

23                   21.7.1.4 Assist each MOTHER through the move-in and  
24 orientation process.

25                   21.7.1.5 Facilitate monthly support group meetings.

26                   21.7.1.6 Implement the Treatment Plan.

27                   21.7.1.7 Support each MOTHER to ensure they meet DDC  
28 goals and the Treatment Plan.



1                   21.7.1.8 Coordinate the transportation of each MOTHER to  
2 medical appointments and any emergencies, as needed.

3                   21.7.1.9 Maintain accurate records and reports on a daily  
4 basis (i.e., intake information, personal logs, treatment notes, staff  
5 communication log, termination assessment, incident and runaway reports.)

6                   21.7.1.10 Match MOTHERs with a mentor, when determined  
7 appropriate.

8                   21.7.1.11 Be on-call twenty-four (24) hours a day seven  
9 (7) days per week.

10                  21.7.1.12 Coordinate aftercare resources for each MOTHER  
11 participating in the Program.

12                  21.7.1.13 Maintain on-going contact with representatives  
13 of all involved agencies.

14                  21.7.2 Qualifications:

15                  21.7.2.1 Paraprofessional or Bachelor's Degree in  
16 sociology, Social Work, Human Services, or related field with one (1) to two  
17 (2) years of experience in working in a human services field and demonstrated  
18 knowledge in substance abuse issues, treatment, relapse, and recovery.

19                  21.7.2.2 Must have a basic understanding of child  
20 development, child abuse, substance abuse issues, and self-sufficiency issues.

21                  21.7.2.3 Must possess a valid California driver's license  
22 with proof of insurance.

23                  21.7.2.4 Must be at least twenty-one (21) years of age

24                  21.8 Overnight Counselor

25                  21.8.1 The On-Call Counselors shall be responsible for covering  
26 on-site graveyard shifts, 11:00 p.m. to 8:00 a.m. The On-Call Counselor shall  
27 be responsible for performing the following duties:

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1                   21.8.1.1 Provide supervision to MOTHERs and children  
2 during activities.

3                   21.8.1.2 Oversee MOTHER's work related activities and  
4 independent living skills activities.

5                   21.8.1.3 Monitor MOTHER-child interactions to ensure  
6 safety and well-being of children.

7                   21.8.1.4 Assist with community outings.

8                   21.8.1.5 Assist MOTHERs with time management to ensure  
9 MOTHER(s) and child(ren), if applicable, arrive and/or depart to their  
10 assigned activities.

11                  21.8.1.6 Document and maintain case notes in MOTHER's  
12 record.

13                  21.8.1.7 Contact Program Director, Supervisor,  
14 Child/Family Specialist, or Case Manager if consultation related to program  
15 issues is needed during the assigned shift, as described in Subparagraph  
16 21.8.1 of Exhibit A of this Agreement.

17                  21.8.2 Qualifications:

18                  21.8.2.1 Completion of an Alcohol and Drug Certification  
19 program.

20                  21.8.2.2 Must have a minimum of two (2) years of  
21 experience working in the human services field and must have knowledge of  
22 substance abuse treatment, relapse and recovery.

23                  21.8.2.3 Must have experience in conducting support  
24 groups.

25                  21.8.2.4 Must have an understanding of child development,  
26 child abuse, and self-sufficiency issues.

27                  21.8.2.5 Must possess a valid California driver's license  
28 with proof of insurance.

1 21.8.2.6 Must be at least twenty-one (21) years of age.

2 21.9 Child/Family Specialist

3 21.9.1 Duties:

4 21.9.1.1 Responsible for covering shifts schedule Monday  
5 to Friday, 8:00 a.m. to 5:00 p.m.

6 21.9.1.2 Supervise the Child Care/Parenting Specialist.

7 21.9.1.3 Develop the Parenting Skills Program policies  
8 and procedures.

9 21.9.1.4 Implement and oversee the Parenting Skills  
10 Program.

11 21.9.1.5 Facilitate group meetings using evidence-based  
12 curriculum to include Nurturing Parenting, Strengthening Families.

13 21.9.1.6 Train and supervise staff in the use of the  
14 curriculum.

15 21.9.1.7 Facilitate and oversee scheduled activities to  
16 promote MOTHER and child bonding such as Mommy and Me Groups, story-telling,  
17 music groups, arts, and crafts.

18 21.9.1.8 Provide individual counseling with parents and  
19 children as needed and document in MOTHER's records.

20 21.9.1.9 Provide developmental assessments and screening  
21 of children, as needed.

22 21.9.1.10 Participate in team and staff meetings and in-  
23 service trainings.

24 21.9.2 Qualifications:

25 21.9.2.1 Ph.D. in Psychology, or Master's Degree in  
26 Social Work or in a related field.

27 21.9.2.2 Must have a minimum of two (2) years of  
28 experience providing family and child clinical services, or parenting

1 education and training with a culturally diverse population.

2 21.9.2.3 Must have knowledge of substance abuse issues  
3 and treatment.

4 21.9.2.4 Must have experience in monitoring other's work.

5 21.9.2.5 Must have the ability to work in a community  
6 based setting.

7 21.9.2.6 Must have strong verbal communication and  
8 writing skills.

9 21.9.2.7 Must possess a valid California driver's license  
10 with proof of insurance.

11 21.10 Childcare/Parenting Specialist

12 21.10.1 Duties:

13 21.10.1.1 Responsible for covering shifts schedule Monday  
14 to Friday, 8:00 a.m. to 5:00 p.m., except on the nights that evening groups or  
15 other activities will be conducted.

16 21.10.1.2 Facilitate scheduled activities to promote  
17 MOTHER/child bonding such as Mommy and Me groups, story-telling, music groups,  
18 arts, and crafts.

19 21.10.1.3 Participate and facilitate the evidenced based  
20 curriculum groups such as Nurturing Parenting, Strengthening Families.

21 21.10.1.4 Provide on-site child care during program  
22 activities with MOTHERs who are assigned to child care/ child development  
23 duties as part of program activities.

24 21.10.1.5 Assist each MOTHER in locating transportation  
25 for off-site schools when necessary.

26 21.10.1.6 Assist each MOTHER participating in the program  
27 and MOTHERs who have exited the program, in obtaining quality off-site child  
28 care while they are working.

1                   21.10.2 Qualifications:

2                   21.10.2.1 Must have a minimum of two (2) years of  
3 experience in a child care setting.

4                   21.10.2.2 Must have at least six (6) Early Childhood  
5 Education (ECE) units from a community college.

6                   21.10.2.3 Must be participating in/or possess a child  
7 development Associates in Arts (AA) Degree.

8                   21.10.2.4 Must possess a valid California driver's license  
9 with proof of insurance.

10               21.11 Vice President, Mother & Child Residential

11               21.11.1 Duties:

12                   21.11.1.1 Supervise the Program Director.

13                   21.11.1.2 Provide leadership to direct reports and assist  
14 them with solving day-to-day and systemic issues.

15                   21.11.1.3 Communicate with direct reports insuring  
16 corporate information is disseminated throughout the organization.

17                   21.11.1.4 Monitor the performance of the programs and  
18 provide feedback regarding performance to corporate staff as well as direct  
19 reports.

20                   21.11.1.5 Prepare the annual report.

21                   21.11.1.6 Approve the hiring of new staff.

22               21.11.2 Qualifications:

23                   21.11.2.1 Master's Degree in Business or Social Sciences.

24                   21.11.2.2 A minimum of five (5) years experience in senior  
25 management with a social service agency, health care, or related entity.

26                   21.11.2.3 Experience managing multiple sites and programs.

27                   21.11.2.4 A License Clinical Social Worker (LCSW) or  
28 Marriage and Family Therapy (MFT) license and training.

1 21.11.2.5A valid California driver's license with proof  
2 of insurance.

3 21.12 Program Director

4 21.12.1 Duties:

5 21.12.1.1Oversee and manage all aspects of the Program.

6 21.12.1.2Supervise Program Supervisor, Child/Family  
7 Specialist, and Lead Substance Abuse Counselor.

8 21.12.1.3Oversee recruitment, orientation, and training  
9 of staff.

10 21.12.1.4Facilitate staff meetings and clinical meetings.

11 21.12.1.5Create Program budget and monitor revenue and  
12 expenses.

13 21.12.1.6Oversee the Program billing and monitor quality  
14 assurance.

15 21.12.1.7Develop the policies and procedures and prepare  
16 all monthly, quarterly, and annual reports.

17 21.12.1.8Prepare grant proposals and coordinate  
18 fundraising activities.

19 21.12.2 Qualifications:

20 21.12.2.1Master's Degree in Social work, psychological  
21 counseling, or related field from an accredited college.

22 21.12.2.2Must have one (1) to two (2) years progressively  
23 responsible social work casework experience in a public or private  
24 organization with demonstrated knowledge and experience in substance abuse  
25 issues, treatment, relapse and recovery; must have an understanding of child  
26 development, child abuse issues, and must have experience in assigning and  
27 monitoring other's work. Must possess a valid California driver's license  
28 with proof of insurance.

1                   21.13 Program Supervisor

2                   21.13.1 Duties:

3                   21.13.1.1 Recruit, hire, and train staff.

4                   21.13.1.2 Supervise Case Manager and Childcare/Parenting  
5 Specialist.

6                   21.13.1.3 Schedule staff to ensure twenty-four (24) hour,  
7 seven (7) days per week coverage for the Program.

8                   21.13.1.4 Provide weekly and monthly supervision.

9                   21.13.1.5 Provide oversight of the MOTHER's activity  
10 schedule, including group meetings, mealtimes, recreation activities,  
11 vocational and housing activities, and the transportation program.

12                   21.13.1.6 Provide oversight of case management activities  
13 including referrals and aftercare plans.

14                   21.13.1.7 Assist Program Director with team meetings that  
15 are focused on client's service plans and progress in the Program.

16                   21.13.1.8 Be on-call twenty-four (24) hours, seven (7)  
17 days per week for emergencies.

18                   21.13.1.9 Maintain collaborative relationships with  
19 outside partner agencies and TFC partner agencies.

20                   21.13.2 Qualifications:

21                   21.13.2.1 Bachelor's Degree in Social Work, Psychology,  
22 Counseling, or related field from an accredited college.

23                   21.13.2.2 Must have one (1) to two (2) years of  
24 progressively responsible social work casework experience in a public or  
25 private organization with demonstrated knowledge and experience in substance  
26 abuse issues, treatment, relapse, recovery and conducting support groups.

27                   21.13.2.3 Must have an understanding of child  
28 development, child abuse issues, and substance abuse issues.

1                   21.13.2.4 Must have experience in assigning and  
2 monitoring of other's work.

3                   21.13.2.5 Must possess a valid California driver's  
4 license and proof of insurance.

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