

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND
5 ORANGE COUNTY CHILD ABUSE PREVENTION CENTER
6 FOR THE PROVISION OF
7 CHILD ABUSE PREVENTION AND INTERVENTION SERVICES
8

9 This AGREEMENT, entered into this 1st day of July 2017, which date is
10 particularized for purpose of reference only, is by and between the COUNTY OF
11 ORANGE, hereinafter referred to as "COUNTY," and ORANGE COUNTY CHILD ABUSE
12 PREVENTION CENTER, a California non-profit corporation, qualified to transact
13 interstate business in the State of California, hereinafter referred to as
14 "CONTRACTOR." This Agreement shall be administered by the County of Orange
15 Social Services Agency Director or designee, hereinafter referred to as
16 "ADMINISTRATOR."
17

18 W I T N E S S E T H :
19
20

21 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of
22 in-home family services and intensive in-home services for child abuse
23 intervention and treatment services; and

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

26 WHEREAS, such services are authorized and provided for pursuant to
27 California Welfare and Institutions Code Section 16501, 18961, and 18967:

28 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

1.1 The term of this Agreement shall commence on July 1, 2017, and terminate on June 30, 2018, unless earlier terminated pursuant to the provisions of Paragraph 45 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

2. ALTERATION OF TERMS

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

3. STATUS OF CONTRACTOR

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

3.2 CONTRACTOR, its agents, employees and volunteers shall not be entitled to any rights and/or privileges of COUNTY employees and shall not be

1 considered in any manner to be COUNTY employees.

2 4. DESCRIPTION OF SERVICES, STAFFING

3 4.1 CONTRACTOR agrees to provide those services, facilities, equipment
4 and supplies as described in the Exhibits to the Agreement between County of
5 Orange and Orange County Child Abuse Prevention Center, for the Provision of
6 Child Abuse Intervention and Treatment Services, attached hereto and
7 incorporated herein by reference: Exhibit "A" relating to In-Home Coach
8 Services, Exhibit "B" relating to In-Home Focused Services and Exhibit "C"
9 relating to Monitored and Supervised Visitation with Transportation Services.
10 CONTRACTOR shall operate continuously throughout the term of this Agreement
11 with the number and type of staff described and as required for provision of
12 services hereunder.

13 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR
14 may require changes in staffing allocations to reflect current workload
15 demands or service needs as long as COUNTY's maximum obligation as set forth
16 in this Agreement is not exceeded.

17 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
18 appropriate staff to attend an orientation session and subsequent training
19 sessions given by COUNTY.

20 5. LICENSES AND STANDARDS

21 5.1 CONTRACTOR warrants that it has all necessary licenses and permits
22 required by the laws of the United States, State of California, County of
23 Orange and all other appropriate governmental agencies to perform the services
24 described in this Agreement, and agrees to maintain these licenses and permits
25 in effect for the duration of this Agreement. Further, CONTRACTOR warrants
26 that its employees shall conduct themselves in compliance with such laws and
27 licensure requirements including, without limitation, compliance with laws
28 applicable to sexual harassment and ethical behavior.

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

5.2.1 For Federally funded Agreements in the amount of \$25,000 or more, CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from Federal financial assistance programs and/or activities.

5.3 CONTRACTOR shall cooperate with the California Department of Social Services (CDSS) on the implementation, monitoring, and evaluation of the State's Child Abuse and Neglect Prevention and Intervention Program, and shall comply, to the mutual satisfaction of COUNTY and CDSS, with any and all reporting and evaluation requirements established by CDSS.

6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

6.1 Delegation and Assignment:

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

1 requiring COUNTY approval.

2 6.2 Subcontracts:

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

10 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

11 7.1 Form of Business Organization:

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

16 7.1.1 The form of CONTRACTOR's business organization, i.e.,
17 proprietorship, partnership, corporation, etc.

18 7.1.2 A detailed statement indicating the relationship of
19 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
20 individual.

21 7.1.3 A detailed statement indicating the relationship of
22 CONTRACTOR to any subsidiary business organization or to any individual who
23 may be providing services, supplies, material or equipment to CONTRACTOR or in
24 any manner does business with CONTRACTOR under this Agreement.

25 7.2 Change in Form of Business Organization:

26 If during the term of this Agreement the form of CONTRACTOR's
27 business organization changes, or the ownership of CONTRACTOR changes, or
28 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under

1 this Agreement changes. CONTRACTOR shall promptly notify ADMINISTRATOR, in
2 writing, detailing such changes. A change in the form of business
3 organization may, at COUNTY's sole discretion, be treated as an attempted
4 assignment of rights or delegation of duties of this Agreement.

5 7.3 Real Property Disclosure:

6 If CONTRACTOR is occupying any real property under any agreement,
7 oral or written, where persons are to receive services hereunder, CONTRACTOR
8 shall submit the following information in addition to a copy of the lease,
9 license or rental agreement, as well as any other information requested, prior
10 to the provision of services under this Agreement:

11 7.3.1 The location by street address and city of any such real
12 property.

13 7.3.2 The fair market value of any such real property as such
14 value is reflected on the most recently issued County Tax Collector's tax
15 bill.

16 7.3.3 A detailed description of all existing and pending
17 agreements, with respect to the use or occupation of any such real property.
18 Such description shall include, but not be limited to:

19 7.3.3.1 The term duration of any rental, lease or
20 license agreement;

21 7.3.3.2 The amount of monetary consideration to be
22 paid to the lessor or licensor over the term of the rental, lease or license
23 agreement;

24 7.3.3.3 The type and dollar value of any other
25 consideration to be paid to the lessor or licensor; and

26 7.3.3.4 The full names and addresses of all parties
27 to any agreement concerning the real property and a listing of liens (if any)
28 thereof, together with a listing by full names and addresses of all officers,

1 directors and stockholders of any private corporation, and a similar listing
2 of all general and limited partners of any partnership which is a party.

3 7.3.4 A listing by full names of all of CONTRACTOR's officers,
4 directors and/or partners, members of its administrative and advisory boards,
5 staff and consultants, who have any family relationship by marriage or blood
6 with a party to any agreement concerning real property referred to in
7 Subparagraph 7.3.3, immediately above, or who have any present or future
8 financial interest in such person's business, whether the entity concerned is
9 a corporation or partnership. Such listing shall also include the full names
10 of all of CONTRACTOR's officers, directors, partners and those holding a
11 financial interest. Included are members of its advisory boards, members of
12 its staff and consultants, who have any family relationship by marriage or
13 blood to an officer, director, or stockholder of the corporation or to any
14 partner of the partnership. In preparing the latter listing, CONTRACTOR shall
15 also indicate the names of the officers, directors, stockholders, or
16 partner(s), as appropriate, and the family relationship which exists between
17 such person(s) and CONTRACTOR's representatives listed.

18 7.3.5 True and correct copies of all agreements with respect to
19 any such real property shall be appended to the documentation described above
20 and made a part thereof. If, during the term of this Agreement, there is a
21 change in the agreement(s) with respect to real property where persons receive
22 services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,
23 describing such changes.

24 8. NON-DISCRIMINATION

25 8.1 In the performance of this Agreement, CONTRACTOR agrees that it
26 shall not engage nor employ any unlawful discriminatory practices in the
27 admission of clients, provision of services or benefits, assignment of
28 accommodations, treatment, evaluation, employment of personnel or in any other

1 respect on the basis of race, religious creed, color, national origin,
2 ancestry, physical disability, mental disability, medical condition, genetic
3 information, marital status, sex, gender, gender identity, gender expression,
4 age, sexual orientation, military and veteran status or any other protected
5 group in accordance with the requirements of all applicable Federal or State
6 laws.

7 8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
8 meets the lawful and applicable requirements of the U.S. Department of Health
9 and Human Services.

10 8.3 CONTRACTOR shall furnish any and all information requested by
11 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
12 books, records and accounts in order to ascertain CONTRACTOR's compliance with
13 Paragraph 8 et seq.

14 8.4 CONTRACTOR shall comply with Executive Order 11246, entitled
15 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
16 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

17 8.5 Non-Discrimination in Employment:

18 8.5.1 All solicitations or advertisements for employees placed
19 by or on behalf of CONTRACTOR shall state that all qualified applicants will
20 receive consideration for employment without regard to race, religious creed,
21 color, national origin, ancestry, physical disability, mental disability,
22 medical condition, genetic information, marital status, sex, gender, gender
23 identity, gender expression, age, sexual orientation, military and veteran
24 status or any other protected group in accordance with the requirements of all
25 applicable Federal or State laws. Notices describing the provisions of the
26 equal opportunity clause shall be posted in a conspicuous place for employees
27 and job applicants.

28 ///

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

California Department of Social Services

Public Inquiry and Response Bureau

P.O. Box 944243, M.S. 8-4-23

Sacramento, CA 95814

Telephone: (800) 952-5253

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

8.6 Non-Discrimination in Service Delivery:

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

other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of Subparagraph 8.6 et seq.

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

8.6.2.1 Pamphlet: "Your Rights Under California Welfare Programs" (PUB 13)

8.6.2.2 Discrimination Complaint Form

8.6.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

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9. NOTICES

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

COUNTY: County of Orange Social Services Agency
Contract Services
500 N. State College Blvd, Suite #100
Orange, CA 92868

CONTRACTOR: Orange County Child Abuse Prevention Center
2390 E. Orangewood Avenue, Suite 300
Anaheim, CA 92806

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

10. NOTICE OF DELAYS

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

11. INDEMNIFICATION

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

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

12 **12. INSURANCE**

13 12.1 Prior to the provision of services under this Agreement,
14 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
15 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
16 endorsements required herein, necessary to satisfy COUNTY that the insurance
17 provisions of this Agreement have been complied with. CONTRACTOR agrees to
18 keep such insurance coverage, Certificates of Insurance and endorsements on
19 deposit with ADMINISTRATOR during the entire term of this Agreement. In
20 addition, all subcontractors performing work on behalf of CONTRACTOR pursuant
21 to this Agreement shall obtain insurance subject to the same terms and
22 conditions as set forth herein for CONTRACTOR.

23 12.2 CONTRACTOR shall ensure that all subcontractors performing work on
24 behalf of CONTRACTOR pursuant to this Agreement shall be covered under
25 CONTRACTOR's insurance as an Additional Insured or maintain insurance subject
26 to the same terms and conditions as set forth herein for CONTRACTOR.

27 12.3 All self-insured retentions (SIRs) shall be clearly stated on the
28 Certificate of Insurance. Any self-insured retention (SIR) in an amount in

1 excess of fifty thousand dollars (\$50,000) shall specifically be approved by
2 the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current
3 audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in
4 addition to, and without limitation of, any other indemnity provision(s) in
5 the Agreement, agrees to all of the following:

6 12.3.1 In addition to the duty to indemnify and hold COUNTY
7 harmless against any and all liability, claim, demand or suit resulting from
8 CONTRACTOR's, its agents, employee's or subcontractor's performance of this
9 Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with
10 counsel approved by Board of Supervisors against same: and

11 12.3.2 CONTRACTOR's duty to defend, as stated above, shall be
12 absolute and irrespective of any duty to indemnify or hold harmless; and

13 12.3.3 The provisions of California Civil Code Section 2860
14 shall apply to any and all actions to which the duty to defend state above
15 applies, and CONTRACTOR'S SIR provisions shall be interpreted as though
16 CONTRACTOR was an insurer and COUNTY was the insured.

17 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
18 the full term of this Agreement, COUNTY may terminate this Agreement.

19 12.5 Qualified Insurer:

20 12.5.1 The policy or policies of insurance required herein must
21 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's
22 Rating) and VIII (Financial Size Category as determined by the most current
23 edition of the Best's Key Rating Guide/Property-Casualty/United States or
24 ambest.com). It is preferred, but not mandatory, that the insurer be licensed
25 to do business in the state of California (California Admitted Carrier).

26 12.6 If the insurance carrier does not have an A.M. Best Rating of A-
27 /VIII, the CEO/Office of Risk Management retains the right to approve or
28 reject a carrier after a review of the company's performance and financial

rating.

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

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

12.8 Required Coverage Forms:

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

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

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12.9 Required Endorsements:

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

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

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

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

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

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

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

12.11 All insurance policies required by this Agreement shall waive all

rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

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

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

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

12.15 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 9 of this Agreement.

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

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

12.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such

1 changes within thirty (30) days of receipt of such notice, this Agreement may
2 be in breach without further notice to CONTRACTOR, and COUNTY shall be
3 entitled to all legal remedies.

4 12.19 The procuring of such required policy or policies of insurance
5 shall not be construed to limit CONTRACTOR's liability hereunder nor to
6 fulfill the indemnification provisions and requirements of this Agreement, nor
7 act in any way to reduce the policy coverage and limits available from the
8 insurer.

9 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

10 CONTRACTOR shall report to COUNTY:

11 13.1 Any accident or incident relating to services performed under this
12 Agreement that involves injury or property damage which may result in the
13 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
14 shall be made in writing within twenty-four (24) hours of occurrence.

15 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
16 from or relating to services performed by CONTRACTOR under this Agreement.
17 Such report shall be submitted to COUNTY within twenty-four (24) hours of
18 occurrence.

19 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
20 property. Such report shall be submitted to COUNTY within twenty-four (24)
21 hours of occurrence.

22 13.4 Any loss, disappearance, destruction, misuse or theft of any kind
23 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR
24 under the term of this Agreement. Such report shall be submitted to COUNTY
25 within twenty-four (24) hours of occurrence.

26 14. CONFLICT OF INTEREST

27 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
28 any actions or conditions that could result in a conflict with the best

1 interests of COUNTY. This obligation shall apply to CONTRACTOR and
2 CONTRACTOR's employees, volunteers, agents, relatives, subcontractors and
3 third parties associated with accomplishing the work hereunder.

4 14.2 CONTRACTOR's efforts shall include, but not be limited to,
5 establishing precautions to prevent its employees or agents from making,
6 receiving, providing, or offering gifts, entertainment, payments, loans or
7 other considerations which could be deemed to appear to influence individuals
8 to act contrary to the best interests of COUNTY.

9 15. ANTI-PROSELYTISM PROVISION

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

14 16. SUPPLANTING GOVERNMENT FUNDS

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

24 17. EQUIPMENT

25 17.1 All items purchased with funds provided under this Agreement, or
26 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of
27 at least five thousand dollars (\$5,000), including sales tax, shall be
28 considered Capital Equipment. Title to all Capital Equipment shall, upon

1 purchase, vest and remain in COUNTY. The use of such items of Capital
2 Equipment is limited to the performance of this Agreement. Upon the
3 termination of this Agreement, CONTRACTOR shall immediately return any items
4 of Capital Equipment to COUNTY or its representatives, or dispose of them in
5 accordance with the directions of ADMINISTRATOR.

6 CONTRACTOR further agrees to the following:

7 17.1.1 To maintain all items of Capital Equipment in good
8 working order and condition, normal wear and tear excepted.

9 17.1.2 To label all items of Capital Equipment, do periodic
10 inventories as required by ADMINISTRATOR and to maintain an inventory list
11 showing where and how the Capital Equipment is being used, in accordance with
12 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
13 ADMINISTRATOR within ten (10) days of any request therefore.

14 17.1.3 To report in writing to ADMINISTRATOR immediately after
15 discovery, the loss or theft of any items of Capital Equipment. For stolen
16 items, the local law enforcement agency must be contacted and a copy of the
17 police report submitted to ADMINISTRATOR.

18 17.1.4 To purchase a policy or policies of insurance covering
19 loss or damage to any and all Capital Equipment purchased under this
20 Agreement, in the amount of the full replacement value thereof, providing
21 protection against the classification of fire, extended coverage, vandalism,
22 malicious mischief and special extended perils (all risks) covering the
23 parties' interests as they appear.

24 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be
25 requested in writing, shall require the prior written approval of
26 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
27 appropriate and directly related to CONTRACTOR's service or activity under the
28 terms of this Agreement. COUNTY may refuse reimbursement for any costs

1 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
2 if prior written approval has not been obtained from ADMINISTRATOR.

3 17.3 Personal Computer Equipment:

4 No personal computers and/or personal electronic devices, such as
5 tablets and laptop computers, or any component thereof may be purchased with
6 funds provided under this Agreement.

7 18. BREACH SANCTIONS

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

13 18.1 Afford CONTRACTOR a time period within which to cure the breach,
14 which period shall be established by ADMINISTRATOR; and/or

15 18.2 Discontinue reimbursement to CONTRACTOR for and during the period
16 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
17 later recovery; and/or

18 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
19 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

22 19. PAYMENTS

23 19.1 Maximum Contractual Obligation:

24 The maximum obligation of COUNTY under this Agreement shall be
25 \$1,144,287 or actual allowable costs, whichever is less.

26 19.2 Allowable Costs:

27 During the term of this Agreement, COUNTY shall pay CONTRACTOR
28 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR

pursuant to this Agreement, as defined in 2 CFR, Part 230 or as approved by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for June 2018, during the month of such anticipated expenditure.

19.3 Match:

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

19.4 Claims:

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

19.4.2 All claims must be submitted on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts and receiving records, some of which may

1 be required to be copied. Source documents that CONTRACTOR must submit shall
2 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
3 shall retain all financial records in accordance with Paragraph 24 (Records,
4 Inspections, and Audits) of this Agreement.

5 19.4.3 Payments should be released by COUNTY within a reasonable
6 time period of approximately thirty (30) days after receipt of a correctly
7 completed claim form and required supporting documentation.

8 19.4.4 Year End and Final Claims:

9 19.4.4.1 CONTRACTOR shall submit a final claim by no
10 later than August 30, 2018. Claims received after August 30th may, at
11 ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify
12 the date upon which the final claim must be received, upon written notice to
13 CONTRACTOR.

14 19.4.4.2 The basis for final settlement shall be the
15 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 230,
16 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,
17 to the maximum obligation of COUNTY. In the event that any overpayment has
18 been made, COUNTY may offset the amount of the overpayment against the final
19 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
20 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
21 Nothing herein shall be construed as limiting the remedies of COUNTY in the
22 event an overpayment has been made.

23 20. OVERPAYMENTS

24 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which
25 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in
26 accordance with any applicable regulations and/or policies in effect during
27 the term of this Agreement, or as established by COUNTY procedure. Any
28 overpayments made by COUNTY which result from a payment by any other funding

source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment within thirty (30) days after the date of the final audit findings report and prior to any administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this Paragraph.

21. OUTSTANDING DEBT

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

22. FINAL REPORT

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

23. INDEPENDENT AUDIT

23.1 CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with the 31 USC 7501-7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative, Cost Principles, and Audit Regulations for Federal Awards. The audit must be performed in accordance with generally accepted government auditing standards and Title 2 CFR Part 230. CONTRACTOR shall cooperate with COUNTY, State and/or Federal agencies to ensure that corrective action is taken within six (6) months after issuance of all audit

reports with regard to audit exceptions.

23.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1 through June 30. CONTRACTOR agrees to provide ADMINISTRATOR with a copy of its organization-wide audit for the period of July 1, 2017 through June 30, 2018 by August 30, 2018. Failure of CONTRACTOR to provide a copy of the organization-wide audits, for the period July 1, 2017, through June 30, 2018, shall be sufficient cause for ADMINISTRATOR, in its sole discretion, to deny payment under this or any subsequent Agreement with CONTRACTOR until such time as the required audits are provided to ADMINISTRATOR. ADMINISTRATOR may, in its sole discretion, modify the date upon which the organization-wide audits must be received, upon notice to CONTRACTOR.

24. RECORDS, INSPECTIONS AND AUDITS

24.1 Financial Records:

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

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

24.2 Client Records:

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

24.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment under this Agreement or until all pending COUNTY, State and Federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data in accordance with Subparagraph 45.2.

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

24.3 Public Records:

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

24.4 Inspections and Audits:

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

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

3 24.4.2 CONTRACTOR shall make its books and financial records
4 available within the borders of Orange County within ten (10) days of receipt
5 of written demand by ADMINISTRATOR.

6 24.4.3 In the event CONTRACTOR does not make available its books
7 and financial records within the borders of Orange County, CONTRACTOR agrees
8 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
9 designee, necessary to obtain CONTRACTOR's books and financial records.

10 24.4.4 CONTRACTOR shall pay to COUNTY the full amount of
11 COUNTY's liability to the State or Federal government or any agency thereof
12 resulting from any disallowances or other audit exceptions to the extent that
13 such liability is attributable to CONTRACTOR's failure to perform under this
14 Agreement.

15 24.5 Evaluation Studies:

16 24.5.1 CONTRACTOR shall participate as requested by COUNTY in
17 research and/or evaluative studies designed to show the effectiveness and/or
18 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
19 project.

20 25. PERSONNEL DISCLOSURE

21 25.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
22 all personnel providing services hereunder, including résumés and job
23 applications. Changes to the list will be immediately provided to
24 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
25 application. The list shall include:

26 25.1.1 Names and dates of birth of all full or part-time
27 personnel by title, including volunteer personnel, whose direct services are
28 required to provide the programs described herein;

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

25.1.3 The professional degree, if applicable, and experience required for each position; and

25.1.4 The language skill, if applicable, for all personnel.

25.2 Where authorized by law, CONTRACTOR's employment applications shall require applicants to provide detailed information regarding the conviction of a crime by any court, for offenses other than minor traffic offenses. Information not disclosed in the employment application discovered subsequent to the hiring or promotion of any applicant shall be cause for termination of that employee from the performance of services under this Agreement.

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

25.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all employees (direct service and administrative) funded through this Agreement and also all non-funded staff (e.g., volunteers, in-kind staff, etc.) who will have direct, interactive contact with clients served through this Agreement. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this paragraph and their performance of services under this Agreement.

1 25.5 In the event a record is revealed through the processes described
2 in Subparagraphs 25.3 and 25.4, COUNTY will be available to consult with
3 CONTRACTOR on appropriateness of personnel providing services through this
4 Agreement.

5 25.6 CONTRACTOR warrants that all persons employed or otherwise
6 assigned by CONTRACTOR to provide services under this Agreement have
7 satisfactory past work records and/or reference checks indicating their
8 ability to perform the required duties and accept the kind of responsibility
9 anticipated under this Agreement. CONTRACTOR shall maintain records of
10 background investigations and reference checks undertaken and coordinated by
11 CONTRACTOR for each employee and/or volunteer assigned to provide services
12 under this Agreement for a minimum of five (5) years from the date of final
13 payment under this Agreement or until all pending COUNTY, State and Federal
14 audits are completed, whichever is later, in compliance with all applicable
15 laws.

16 25.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
17 arrest and/or subsequent conviction, for offenses other than minor traffic
18 offenses, of any paid employee and/or volunteer staff performing services
19 under this Agreement, when such information becomes known to CONTRACTOR.
20 ADMINISTRATOR may determine whether such employee and/or volunteer may
21 continue to provide services under this Agreement and shall provide notice of
22 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
23 with ADMINISTRATOR's decision shall be deemed a material breach of this
24 Agreement, pursuant to Paragraph 18 above.

25 25.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's
26 staff performing work hereunder and any proposed changes in CONTRACTOR's
27 staff.

28 25.9 COUNTY shall have the right to require CONTRACTOR to remove any

1 employee from the performance of services under this Agreement. At the
2 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

3 25.10 CONTRACTOR shall notify COUNTY immediately when staff is
4 terminated for cause from working on this Agreement.

5 25.11 Disqualification, if any, of CONTRACTOR staff, pursuant to
6 Paragraph 25, shall not relieve CONTRACTOR of its obligation to complete all
7 work in accordance with the terms and conditions of this Agreement.

8 26. EMPLOYMENT ELIGIBILITY VERIFICATION

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

26 27. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

27 27.1 In order to comply with child support enforcement requirements of
28 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days

of the award of this Agreement:

- (a) in the case of an individual contractor, his/her name, date of birth, Social Security number and residence address;
- (b) in the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;
- (c) a certification that CONTRACTOR has fully complied with all applicable Federal and State reporting requirements regarding its employees; and
- (d) a certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

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

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

28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure that all employees, volunteers, consultants or agents performing services under this Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section 11165.9 and dependent adult or elder

1 abuse as defined in Section 15610.07 of the WIC to one of the agencies
2 specified in WIC Section 15630. CONTRACTOR shall require such employee,
3 volunteer, consultant or agent to sign a statement acknowledging the child
4 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the
5 Penal Code and the dependent adult and elder abuse reporting requirements as
6 set forth in Section 15630 of the WIC and will comply with the provisions of
7 these code sections as they now exist or as they may hereafter be amended.

8 29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

14 30. SMOKE FREE ENVIRONMENT

15 CONTRACTOR shall be in compliance with Health and Safety Code Sections
16 1530.7 and 118948 and CCR, Title 22, Division 6, Chapter 9.5, Article 3,
17 Section 89374(a)(1), which precludes anyone from smoking inside a motor
18 vehicle which is regularly used to transport a child.

19 31. UNATTENDED CHILD IN MOTOR VEHICLE ACT

20 CONTRACTOR shall be in compliance with Vehicle Code Section 15620
21 (Kaitlyn's Law) which prohibits a driver from leaving a child, six (6) years
22 of age or younger, in a vehicle without supervision by a person twelve (12)
23 years of age or older, if the health or safety of the child is at risk, the
24 engine is running or the key is in the ignition.

25 32. CONFIDENTIALITY

26 32.1 CONTRACTOR agrees to maintain the confidentiality of its records
27 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
28 and all other provisions of law, and regulations promulgated thereunder

1 relating to privacy and confidentiality, as each may now exist or be hereafter
2 amended.

3 32.2 All records and information concerning any and all persons
4 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
5 kept confidential by CONTRACTOR and CONTRACTOR's employees, volunteers,
6 agents, and subcontractors CONTRACTOR shall require all of its employees,
7 volunteers, agents, subcontractors and partners who may provide services for
8 CONTRACTOR under this Agreement to sign an agreement with CONTRACTOR before
9 commencing the provision of any such services, to maintain the confidentiality
10 of any and all materials and information with which they may come into
11 contact, or the identities or any identifying characteristics or information
12 with respect to any and all participants referred to CONTRACTOR by COUNTY,
13 except as may be required to provide services under this Agreement or to those
14 specified in this Agreement as having the capacity to audit CONTRACTOR, and as
15 to the latter, only during such audit. CONTRACTOR shall comply with any
16 audits specified in Paragraph 24, provide reports and any other information
17 required by COUNTY in the administration of this Agreement, and as otherwise
18 permitted by law.

19 32.3 CONTRACTOR shall inform all of its employees, volunteers, agents,
20 subcontractors, and partners of this provision and that any person violating
21 the provisions of said California state law may be guilty of a crime.

22 32.4 CONTRACTOR agrees that any and all subcontracts entered into shall
23 be subject to the confidentiality requirements of this Agreement.

24 32.5 CONTRACTOR agrees to maintain the confidentiality of its records
25 with respect to Juvenile Court matters, in accordance with WIC Section 827,
26 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
27 regarding Confidentiality, as it now exists or may hereafter be amended.

28 32.5.1 No access, disclosure or release of information regarding

1 a child who is the subject of Juvenile Court proceedings shall be permitted
2 except as authorized. If authorization is in doubt, no such information shall
3 be released without the written approval of a Judge of the Juvenile Court.

4 32.5.2 CONTRACTOR must receive prior written approval of the
5 Juvenile Court before allowing any child to be interviewed, photographed or
6 recorded by any publication or organization or to appear on any radio,
7 television or internet broadcast or make any other public appearance. Such
8 approval shall be requested through child's Social Worker.

9 33. SECURITY

10 33.1 CONTRACTOR shall immediately notify COUNTY of any and all
11 unauthorized disclosures of COUNTY data of which CONTRACTOR or its staff is
12 aware or has knowledge. After such notification, CONTRACTOR shall, at its own
13 expense:

14 33.1.1 Investigate to determine the nature and extent of the
15 unauthorized disclosure.

16 33.1.2 Contain the incident by, among things, attempting to
17 recover records, revoking access and/or correcting weaknesses in security.
18 CONTRACTOR shall reimburse COUNTY for all notification-related costs incurred
19 by COUNTY arising out of or in connection with the unauthorized disclosure as
20 legally required.

21 33.2 For services provided under this Agreement, CONTRACTOR shall
22 ensure that all confidential information must be held in the strictest
23 confidence, can only be accessed by those with a need to know and is protected
24 to prevent unauthorized or inadvertent access. Confidential electronic
25 information must be stored in an encrypted format. Confidential information
26 stored in a paper format must be transported, handled, secured and destroyed
27 in a manner that to prevent unauthorized access.

28 ///

34. COPYRIGHT ACCESS

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

35. WAIVER

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

36. PETTY CASH

CONTRACTOR is authorized to establish a petty cash fund in an amount not to exceed one thousand dollars (\$1,000).

37. PUBLICITY

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

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

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

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

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

38. COUNTY RESPONSIBILITIES

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

39. REFERRALS

39.1 Services shall be provided to children and their families at risk of abuse or neglect or who have been abused or neglected.

40. REPORTS

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

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

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41. ENERGY EFFICIENCY STANDARDS

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

42. ENVIRONMENTAL PROTECTION STANDARDS

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

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

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

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

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

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

1 A. The definitions and prohibitions contained in the clause at
2 Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence
3 Certain Federal Transactions, included in this solicitation, are hereby
4 incorporated by reference in Paragraph (B) of this certification.

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

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

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

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

27 C. Submission of this certification and disclosure is a
28 prerequisite for making or entering into this Agreement imposed by Section

1 1352, Title 31, USC. Any person who makes an expenditure prohibited under
2 this provision or who fails to file or amend the disclosure form to be filed
3 or amended by this provision, shall be subject to a civil penalty of not less
4 than \$10,000, and not more than \$100,000, for each such failure.

5 44. POLITICAL ACTIVITY

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

9 45. TERMINATION PROVISIONS

10 45.1 ADMINISTRATOR may terminate this Agreement without penalty
11 immediately with cause or after thirty (30) days written notice without cause,
12 unless otherwise specified. Notice shall be deemed served on the date of
13 mailing. Cause shall include but not limited to any breach of contract, any
14 partial misrepresentation whether negligent or willful, fraud on the part of
15 CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's
16 reasonable control, and repeated or continued violations of COUNTY ordinances
17 unrelated to performance under this Agreement that in the reasonable opinion
18 of COUNTY indicate a willful or reckless disregard for COUNTY laws and
19 regulations. Exercise by ADMINISTRATOR of the right to terminate this
20 Agreement shall relieve COUNTY of all further obligations under this
21 Agreement.

22 45.2 For ninety (90) calendar days prior to the expiration date of this
23 Agreement, or upon notice of termination of this Agreement ("Transition
24 Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly
25 transfer of service responsibilities, active case records, and pertinent
26 documents. The Transition Period may be modified as agreed upon in writing by
27 the Parties. During the Transition Period, service and data access shall
28 continue to be made available to COUNTY without alteration. CONTRACTOR also

1 shall assist COUNTY in extracting and/or transitioning all data in the format
2 determined by COUNTY.

3 45.3 In the event of termination of this Agreement, cessation of
4 business by CONTRACTOR or any other event preventing CONTRACTOR from
5 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data
6 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if
7 requested to do so on such media as reasonably requested by COUNTY, even if
8 COUNTY is then or is alleged to be in breach of this Agreement.

9 45.4 The obligations of COUNTY under this Agreement are contingent upon
10 the availability of Federal and/or State funds, as applicable, for the
11 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
12 for the services hereunder in the budget approved by the Orange County Board
13 of Supervisors each fiscal year this Agreement remains in effect or operation.
14 In the event that such funding is terminated or reduced, ADMINISTRATOR may
15 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
16 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
17 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
18 notification of such determination. CONTRACTOR shall immediately comply with
19 ADMINISTRATOR's decision.

20 45.5 If any term, covenant, condition, or provision of this Agreement
21 or the application thereof is held invalid, void, or enforceable, the
22 remainder of the provisions in this Agreement shall remain in full force and
23 effect and shall in no way be affected, impaired, or invalidated thereby.

24 46. GOVERNING LAW AND VENUE

25 This Agreement has been negotiated and executed in the State of
26 California and shall be governed by and construed under the laws of the State
27 of California, without reference to conflict of law provisions. In the event
28 of any legal action to enforce or interpret this Agreement, the sole and

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

47. SIGNATURE IN COUNTERPARTS

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

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

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

By: 
SCOTT TROTTER
EXECUTIVE DIRECTOR
ORANGE COUNTY CHILD ABUSE
PREVENTION CENTER

By: _____
CHAIRWOMAN
OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

Dated: 3/15/2017

Dated: _____

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

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: 
DEPUTY

Dated: 3-14-17

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
ORANGE COUNTY CHILD ABUSE PREVENTION CENTER
FOR THE PROVISION OF
CHILD ABUSE PREVENTION AND INTERVENTION SERVICES
IN-HOME COACH SERVICES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide In-Home Coach Services (IHCS) to biological parents, relative and non-relative extended family members (NREFMs) of children, ages birth (0) through seventeen (17) years, who are at risk or have a history of abuse or neglect, including domestic abuse, and who have been referred by the ADMINISTRATOR. Parents, relatives, and NREFMs shall hereinafter be referred to as "PARENTS."

1.2 Families served require a minimum level of intervention or highly specific services in the home. Families may be working with CFS on a voluntary basis or have children under the supervision of CFS on a non-voluntary basis. Some families may be referred from Differential Response Services. Families may be resistive to participating in IHCS requiring CONTRATOR to strategize ways to engage them.

1.3 The population to be served as defined in Paragraph 1.2 shall hereinafter be referred to as "FAMILY" or "FAMILIES" and includes "PARENTS."

2. WORKLOAD STANDARDS

2.1 CONTRACTOR's workload standards with respect to Exhibit A to this

Agreement are as follows:

2.1.1 Each hour of IHCS shall be counted as one (1) hour of service regardless of the number of FAMILY members being served.

2.1.2 Provide IHCS to two hundred forty (240) new FAMILIES.

2.1.3 Provide two thousand two hundred fifteen (2215) hours of IHCS, including extensions beyond the initial service period referenced in Subparagraph 4.2.4.

3. HOURS OF OPERATION

3.1 CONTRACTOR shall be available to conduct in-home visits from 6:00 a.m. to 8:00 p.m., Monday through Friday, and, as necessary on Saturdays. At a minimum, fifty percent (50%) of visits will occur during early morning hours (6:00 a.m. to 9:00 a.m.), evenings (3:00 p.m. to 8:00 p.m.) Saturdays, and if necessary, holidays. In accordance with Subparagraph 4.2.9 of this Exhibit A, CONTRACTOR shall also be available to attend monitored or supervised visits, when necessary.

3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's holiday schedule. Failure of CONTRACTOR to obtain such approval shall result in CONTRACTOR incurring upon itself all fiscal obligations related to non-COUNTY holiday(s) and shall be deemed in material breach of this Agreement, pursuant to Paragraph 18, for services not provided by CONTRACTOR during unapproved holiday(s).

3.3 CONTRACTOR shall maintain hours of operation, as stated in Paragraph 3 of this Exhibit A throughout the term of this Agreement and shall

maintain the ability to provide services during the hours of operation and as determined by ADMINISTRATOR to meet needs of service population.

3.4 CONTRACTOR shall be available to provide crisis intervention services twenty-four (24) hours a day, seven (7) days a week.

4. SERVICES

4.1 IHCS include, but are not limited to: teaching appropriate parenting techniques (with or without the child(ren) present); assisting the PARENT(s) with managing behaviors such as tantrums, argumentative teens, aggressive behaviors, etc.; child safety; problem solving; household management; budgeting; hygiene; housekeeping; and nutrition.

4.2 CONTRACTOR shall:

4.2.1 Provide IHCS for an average of two (2) to four (4) hours per FAMILY per week for six (6) consecutive weeks.

4.2.2 Notify referred FAMILY and assigned SSA Social Worker (SSW) within three (3) business days of receipt of a referral and indicate the anticipated service start date.

4.2.3 Conduct an initial home visit within five (5) business days of notifying the referred FAMILY and SSW, or as otherwise approved by SSW.

4.2.4 Submit an Extension Request, when applicable and in accordance with Subparagraph 5.5, to provide IHCS beyond the six (6) week service period for up to an additional three (3) weeks of services, for an average of two (2) to four (4) hours per FAMILY per week, per Subparagraph 8.3 of Exhibit A.

4.2.5 Provide a minimum of seventy-five (75%) percent of full-time equivalent (FTE) Counselor and/or Paraprofessional staff that are proficient in Spanish.

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4.2.6 Identify and address the FAMILY's immediate basic needs, which could include housing, food, and clothing, by referring them to appropriate community resources.

4.2.7 Contact FAMILY to remind them about appointments, and provide FAMILY with transportation to appointments, and assistance in rescheduling appointments, when needed.

4.2.8 Accompany FAMILY to initial medical appointments, school conferences, counseling appointments, or resources outside FAMILY home, as deemed necessary.

4.2.9 In addition to the services in Exhibit C attend authorized monitored or supervised visits in order to provide hands-on coaching to parents, relatives, and NREFMs.

4.2.10 Instruct FAMILY on how to access public transportation, if necessary.

4.2.11 Assist FAMILY in finding licensed child care resources, as needed.

4.2.12 Ensure that all staff authorized to transport FAMILY possess a valid Class C California driver's license with no serious traffic violations and proof of current automobile insurance, which can be verified by a clearance from the California Department of Motor Vehicles (DMV).

4.3 Assessment and Treatment Plan:

CONTRACTOR shall meet with FAMILY in their home to develop a written Assessment and Treatment Plan (ATP), to identify the primary service needs that precipitated FAMILY's referral, and develop measurable objectives to be reached during the six (6) week service period. The ATP shall:

4.3.1 Be consistent with the reason for referral and meet the individualized needs of FAMILY.

4.3.2 Incorporate input from FAMILY and be strength-based to

lead to the development of FAMILY competence.

4.3.3 Include specific, measurable, achievable, realistic and time-bound goals (SMART).

4.3.4 Include specific community resources that will be offered to FAMILY prior to termination of services.

4.3.5 List all contacts with FAMILY, SSW, and collateral sources.

4.3.6 List scheduled appointments which FAMILY fails to keep.

4.4 Nurturing Parenting Program:

CONTRACTOR shall:

4.4.1 Stage 1:

4.4.1.1 Begin to develop a relationship with FAMILY by identifying strengths and importance of FAMILY involvement.

4.4.1.2 Conduct a needs assessment and design a strategy of obtaining needed items or linkages.

4.4.1.3 Make initial linkages to community resources such as childcare, counseling, housing, utility assistance, food, clothing, etc.

4.4.1.4 Develop with FAMILY's input SMART goals.

4.4.2 Stage 2:

4.4.2.1 Continue to build on FAMILY strengths and reinforce observed positive interactions.

4.4.2.2 Review with FAMILY safety in the home and make any necessary modifications. Complete home safety checklist and review with FAMILY.

4.4.2.3 Educate FAMILY on basic home management skills such as nutrition, hygiene, exercise, health, organization, family rules and behavior charts.

4.4.2.4 Educate FAMILY members on mandated child abuse laws and prevention of child abuse.

4.4.2.5 Begin to educate FAMILY on developmental norms and appropriate expectations. Reinforce need for bonding activities.

4.4.3 Stage 3:

4.4.3.1 Teach FAMILY how to access available community resources, either through role-modeling telephone conversations or visiting resources with FAMILY.

4.4.3.2 Demonstrate use of praise and reinforcement of positive behaviors.

4.4.3.3 Review age appropriate consequences as an alternative to corporal punishment (loss of privileges, time out, grounding, etc.).

4.4.3.4 Teach how to use negotiation, compromise and choices with teens during time of conflict.

4.4.4 Stage 4:

4.4.4.1 Review the importance of respect in the home. Revisit FAMILY rules and morals.

4.4.4.2 Teach and provide materials on positive coping skills (stress management and anger management).

4.4.4.3 Review as appropriate the use of negative coping skills as a result of prior abuse.

4.4.5 Stage 5:

4.4.5.1 Continue to build on FAMILY strengths and praise positive behaviors.

4.4.5.2 Teach and practice communication skills as a FAMILY such as expression of emotions and cooperation.

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4.4.5.3 Practice problem solving activities, such as making choices, compromise and negotiation.

4.4.5.4 Prepare FAMILY for the termination process by reviewing community resource linkages and problem solving any identified barriers.

4.4.6 Stage 6:

4.4.6.1 Review accomplishments with FAMILY and reinforce with positive communication the acquisition of new, more nurturing parenting styles.

4.4.6.2 Summarize with FAMILY the new parenting skills learned throughout the service period.

4.4.6.3 Ensure that FAMILY has access to all appropriate community resources available.

4.5 Pre- and Post- Tests:

CONTRACTOR shall administer pre-and post-tests, which will measure changes in FAMILY. The pre-test shall be administered during FAMILY's assessment session(s). The post-test will be administered during the termination session.

4.6 Community Resource Linkage:

4.6.1 CONTRACTOR shall capitalize on opportunities to provide integrated, coordinated, and easily accessible resources and link FAMILY to them, including familiarizing FAMILY with the community's Family Resource Center, if one is located in their area. CONTRACTOR shall also teach FAMILY how to independently obtain assistance and/or services through community resources and will follow up to find out if FAMILY was successful.

4.6.2 CONTRACTOR shall follow-up with the FAMILY and community resources to ensure the FAMILY's need are being met.

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4.7 Quality Assurance:

4.7.1 Utilization Review: ADMINISTRATOR will conduct Utilization Reviews (URs) to evaluate CONTRACTOR's compliance with required documentation, record-keeping, and service delivery performance. ADMINISTRATOR will determine the frequency of URs and provide advance notification to CONTRACTOR to ensure that specified staff are in attendance. ADMINISTRATOR will provide CONTRACTOR with oral and written feedback regarding UR findings.

4.7.2 Case Review Conference: CONTRACTOR shall conduct monthly Case Review Conferences (CRCs) in which direct service staff will present selected SSA cases for discussion. Topics to be discussed may include family dynamics, family genogram, case challenges, successful service delivery strategies, resources utilized, and outcomes. ADMINISTRATOR may attend CRCs on a quarterly basis to provide consultation and assistance in monitoring and determining the focus of programmatic services. CONTRACTOR shall notify the SSW(s) of the cases to be discussed at the CRC at least two (2) weeks in advance of the scheduled meeting to afford an opportunity to participate.

4.8 Staff Training and Supervision:4.8.1 Staff Training:

4.8.1.1 At minimum and at no cost to COUNTY, an initial seven (7) hour training course on child abuse and an initial six (6) hour training course on spousal/partner abuse/domestic violence issues must be completed within six (6) months of hiring date for Program Supervisor II, Counselor I and Paraprofessional, Student Intern and Volunteer.

4.8.1.2 In addition, each of the identified staff above shall also complete one (1) six (6) hour refresher training course on spousal/partner abuse/domestic violence topics during the term of this Agreement.

4.8.1.3 CONTRACTOR shall be required to send staff to COUNTY sponsored training, as requested by ADMINISTRATOR.

4.8.2 Supervision:

Program Supervisor II shall:

4.8.2.1 Provide a minimum of one (1) hour of individual supervision per week to Counselor I staff and two (2) hours of group supervision per month.

4.8.2.2 Provide a minimum of two (2) hours of individual supervision per month to Paraprofessional and Volunteers and one (1) hour of group supervision per month.

5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

In addition to providing the services described in Paragraph 4 of this Exhibit A, CONTRACTOR agrees to:

5.1 Provide services that are family-centered, family-friendly, and culturally responsive.

5.2 Appear and testify at Juvenile Court, when subpoenaed.

5.3 Prohibit volunteers and student interns employed under this Agreement from transporting FAMILIES under any circumstances.

5.4 Advise the SSW when there is reasonable cause to believe a FAMILY member may be abusing drugs and/or alcohol.

5.5 Extension Request Requirements:

5.5.1 Request and obtain CFS's prior written approval for an extension of services for up to an additional three (3) weeks, for an average of two (2) to four (4) hours per FAMILY per week, beyond the initial six (6) weeks, applicable for open CFS cases only, and in a form approved by ADMINISTRATOR.

5.5.2 Submit request justifying service extension to CFS by the fourth (4th) week of service in advance of the termination date of the

original service period.

5.5.3 CONTRACTOR understands that continuing services beyond the specified service period without a written approved extension request on file will result in CONTRACTOR incurring upon itself all fiscal obligations related to those services.

5.5.4 CONTRACTOR shall be responsible for documenting and tracking all dates of services, including start and end dates.

5.5.5 Extension requests on closed CFS cases will not be approved. Should CONTRACTOR provide services to a FAMILY that does not have an open CFS case, CONTRACTOR will incur upon itself all fiscal obligations related to those services.

5.6 No Show Policy:

CONTRACTOR shall comply with SSA's "no-show" policy, which requires the following actions:

5.6.1 Unless FAMILY calls CONTRACTOR at least twenty-four (24) hours in advance of a scheduled appointment to reschedule a time within the same calendar week (Sunday to Saturday), CONTRACTOR shall alert the SSW of the missed appointment (no show) by telephone within two (2) business days.

5.6.2 CONTRACTOR shall then send a written "No Show" letter, approved as to form by ADMINISTRATOR, to FAMILY in the appropriate primary language, with a copy to the SSW. If FAMILY's primary language is other than English, CONTRACTOR shall also send a copy of the English language version of the letter to the SSW. A copy of every No Show letter, in applicable languages, shall be filed in FAMILY's file.

5.6.3 CONTRACTOR shall suspend services if FAMILY accumulates three (3) no-shows.

5.6.4 The SSW may reinstate FAMILY to continue to receive services within ten (10) business days of receipt of the third No Show letter.

1 A FAMILY may be reinstated only once during the service period; however,
2 exceptions may be made by the SSW for a FAMILY with a court-ordered case plan.
3 In such cases, CONTRACTOR shall schedule the reinstated FAMILY in the next
4 available service slot and shall obtain a new release of information form from
5 FAMILY.

6 5.6.5 CONTRACTOR shall terminate FAMILY after ten (10) business
7 days, if the SSW does not call to request that FAMILY be reinstated.

8 5.7 Special Incident Report Requirements:

9 5.7.1 CONTRACTOR shall make telephone contact with the SSW, the
10 SSW's supervisor, or the CFS Officer of the Day immediately in the event of
11 any incident of unusual, aggressive, or high-risk behavior by a FAMILY, or any
12 unusual incident experienced by CONTRACTOR as directly related to this
13 Agreement, or if there are any injuries suffered by any party in the delivery
14 of services to a SSA FAMILY. In the event CONTRACTOR is not able to speak
15 directly with SSW, SSW's supervisor or CFS Officer of the Day, CONTRACTOR
16 shall leave a voice message for the CFS Officer of the Day.

17 5.7.2 CONTRACTOR shall document the incident by completing the
18 Special Incident Report form provided by SSA. CONTRACTOR shall submit the
19 Special Incident Report to both CFS Program Liaison and Contract Administrator
20 within one (1) business day of the incident and shall place a copy in the
21 FAMILY's case file.

22 6. FACILITIES

23 6.1 Administrative services under this Agreement shall be provided at:
24 Orange County Child Abuse Prevention Center
25 2390 E. Orangewood Ave. Suite 300
26 Anaheim, CA 92806

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6.2 IHCS will be provided in the homes of FAMILIES referred for service.

6.3 CONTRACTOR and ADMINISTRATOR may agree in writing as to the facility(ies) and location(s) where services shall be provided without changing COUNTY's maximum obligation.

7. FAMILY CASE RECORDS

CONTRACTOR shall maintain case records on each FAMILY which shall include, but not be limited to:

7.1 Case notes:

7.1.1 Signature and date for every entry;

7.1.2 Details the caseworker's observations and interaction with the FAMILY consistent with the ATP, and monthly telephonic Progress Report, or monthly paper Progress Reports;

7.1.3 Records when case was staffed/reviewed with supervisor;

7.1.4 Records monthly staffings when any FAMILY members are served, progress, and estimated termination date;

7.1.5 Documents all written and verbal communications with the SSW;

7.1.6 Documents any incidents requiring a Special Incident Report;

7.2 FAMILY's name, address, phone number, employment information;

7.3 Names, birth dates, and sex of all FAMILY members;

7.4 Other persons in the home and their relationship to FAMILY;

7.5 Referral Form and any referral documentation provided by COUNTY;

7.6 Assessment and Treatment Plan;

7.7 Revised Assessment and Treatment Plan, if applicable;

7.8 Termination Report;

7.9 Social and family histories;

7.10 Fee assessment/financial information forms;

7.11 No Show Letters; and

7.12 Authorization to release information between ADMINISTRATOR and CONTRACTOR.

8. REPORTS

CONTRACTOR shall prepare and submit in a format approved by ADMINISTRATOR written reports including, but not limited to:

8.1 ATP: As described in Subparagraph 4.3 of this Exhibit A, within fifteen (15) days calendar days of completing the first assessment session.

8.2 Revised ATP: Required if FAMILY's goals need to be revised during the six (6) week service period.

8.3 Extension Request: As described in Subparagraph 5.5 of this Exhibit A, must be submitted no less than two (2) weeks in advance of the end of the original six (6) week service period.

8.4 Monthly Telephonic Progress Report: CONTRACTOR shall be required to make monthly telephone contact with the SSA social worker to report on FAMILY'S progress, barriers, community resource linkages, etc., and must clearly document the contact in the case notes.

8.5 Termination Report (TR): Within fifteen (15) days of termination of services, for each FAMILY terminating service during the preceding month. This report shall include, but not be limited to:

8.5.1 A summary of information provided via the monthly telephonic progress reports described in Subparagraph 8.4 of this Exhibit A;

8.5.2 All community resources/referral given by CONTRACTOR to FAMILY for follow up services;

8.5.3 Identified issues regarding FAMILY's needs; and

8.5.4 The reason services were terminated.

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8.6 Workload Standards Report:

To be submitted to ADMINISTRATOR by the tenth (10th) calendar day of each month, which shall include the following information:

8.6.1 Number of new FAMILIES referred;

8.6.2 Referral source;

8.6.3 Number of hours of in-home coach services provided;

8.6.4 Number of English, Spanish and Vietnamese speaking families served;

8.6.5 Number of collateral service hours provided;

8.6.6 Number of hours spent at Juvenile Court;

8.6.7 Number of active cases at the end of the month;

8.6.8 Number of cases closed during the month;

8.6.9 Number of English, Spanish and Vietnamese speaking FAMILIES on waiting list and date of next anticipated opening; and

8.6.10 Any additional information regarding the program's progress shall be prepared in a format approved by ADMINISTRATOR.

9. MEETINGS

9.1 CONTRACTORS' Forum:

CONTRACTOR shall attend CONTRACTORS' Forum meetings, as scheduled by ADMINISTRATOR.

9.2 Family Team Meeting:

CONTRACTOR's direct service staff shall participate in Family Team Meetings at ADMINISTRATOR's request.

9.3 CONTRACTOR shall attend other meetings as requested by ADMINISTRATOR.

10. BUDGET FOR IN-HOME COACH SERVICES

10.1 The annual budget for the period July 1, 2017 through June 30, 2018, for services provided pursuant to Exhibit A of this Agreement is set

ATTACHMENT E

forth as follows:

<u>SALARIES</u>	<u>FTE⁽¹⁾</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>Annual Budget</u>
<u>DIRECT SERVICE POSITIONS</u>			
Counselor I (bi-lingual Spanish)	1.00	\$17.95	\$37,336.00
Paraprofessional	0.50	16.50	17,160.00
Paraprofessional(bi-lingual Spanish)	0.50	16.50	17,160.00
Paraprofessional(bi-lingual Vietnamese)	0.50	16.50	17,160.00
Program Supervisor II	0.50	27.05	<u>26,000.00</u>
SUBTOTAL DIRECT SERVICE SALARIES			\$114,816.00
DIRECT SERVICE BENEFITS ⁽³⁾ (19%)			<u>21,815.04</u>
SUBTOTAL DIRECT SALARIES AND BENEFITS			\$136,631.04
<u>ADMINISTRATIVE POSITIONS</u>			
Executive Director	0.01	\$60.00	\$1,248.00
Director of Family Services	0.01	34.00	707.20
SUBTOTAL ADMINISTRATIVE SALARIES			\$1,955.20
ADMINISTRATIVE SERVICE BENEFITS ⁽³⁾ (19%)			<u>371.49</u>
SUBTOTAL ADMINISTRATIVE SALARIES/BENEFITS			<u>\$2,326.69</u>
TOTAL ALL SALARIES AND BENEFITS			\$138,957.73
<u>SERVICES AND SUPPLIES</u>			
Independent Audit			\$1,020.00
Office Expense			800.00
Program Expense			700.00
Telephone			2,500.00
Mileage ⁽⁴⁾			<u>5,056.97</u>
SUBTOTAL SERVICES AND SUPPLIES			\$10,076.97
<u>OPERATING EXPENSES</u>			
Facility Lease/Rental			\$7,800.00
Equipment Lease/Rental			600.00
Insurance			800.00
Maintenance/Computer Repair			1,400.00
Dues and Subscription			50.00
Newsletter, Printing, Promotion			0.00
Postage			130.00
Travel/Education/Seminars ⁽⁵⁾			<u>100.00</u>

ATTACHMENT E

SUBTOTAL OPERATING EXPENSES	\$10,880.00
TOTAL SERVICES AND SUPPLIES, AND OPERATING EXPENSES	\$20,956.97
Indirect Costs ⁽⁶⁾ (10% of maximum obligation)	\$17,768.30
In-Kind Match (10%)	17,769.00
GRAND TOTAL	<u>\$195,452.00</u>
Less Match (10%)	<u>(17,769.00)</u>
TOTAL MAXIMUM COUNTY OBLIGATION FOR FY 2017-18	\$177,683.00

⁽¹⁾ For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. 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.

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

⁽³⁾ Medical, long-term disability, retirement, employee assistance, FICA, SUI, Workers' Compensation, sick time and vacation accrual limited to the period of employment during the term of this Agreement.

⁽⁴⁾ Mileage is limited to the amount allowed by IRS.

⁽⁵⁾ Travel costs will be in accordance with Title 41 CFR Chapter 301, Federal Travel Regulation; Maximum Per Diem Rates; Final Rules. Travel must be approved by ADMINISTRATOR in advance. CONTRACTOR shall be reimbursed for actual expenses of lodging up to the maximum allowed in Title 41 CFR Chapter 301, Travel Allowances. CONTRACTOR shall be reimbursed for per diem rate paid to employees for meals and incidental expenses incurred during travel up to the maximum allowed in Title 41 CFR Chapter 301, Travel Allowances.

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⁽⁶⁾Indirect Costs include but are not limited to; Director of Finance, Operations and Support, Human Resource Manager, Information Technology Administrator, Payroll and Accounting Specialist, Office Manager, Administrative Assistant, Communication Coordinator, and Executive Assistant.

10.2 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum obligation as stated in Subparagraph 19.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 45.4 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 19.1, CONTRACTOR and ADMINISTRATOR may mutually agree to proportionately reduce the service goals as set forth in this Exhibit. Any agreement must be in writing.

11. STAFF

11.1 Proof of education and experience may be required for the following positions listed below. Any exceptions to the experience and/or education qualifications will require pre-approval in writing from the ADMINISTRATOR.

11.2 Direct service staff shall be fluent in and possess the ability to prepare written reports in English. In addition, direct service staff must be proficient in the ability to speak and write in the specified second language (i.e. Spanish, or Vietnamese).

CONTRACTOR shall provide the following described staff positions:

11.3 Executive Director

Duties:

11.3.1 Responsible for carrying out the overall objectives of the program and CONTRACTOR's policies and for insuring that all fiscal procedures are followed correctly.

11.3.2 Responsible for supervising program development, structure and implementation of all CONTRACTOR's programs.

Qualifications:

11.3.3 Master's degree in organizational management, psychology, mental health, or social work.

11.3.4 Five (5) years of experience in the administration of a community-based organization.

11.4 Program Supervisor II

Duties:

11.4.1 Provides oversight for program development and service delivery to children and families. Supervises the Counselor I and Paraprofessionals as described in Subparagraph 4.8.2 of this Exhibit A.

11.4.2 Monitors FAMILY progress toward reaching pre-determined goals; provides for regular review and updating of treatment plans.

11.4.3 Maintains current knowledge of community resources including supports and services available for FAMILIES; acts as a youth and family advocate at meetings; monitors and ensures that records and documentation, including but not limited to service plans, forms, reports, narratives, outcome measures, demographics, etc., are completed appropriately and on time.

11.4.4 Assists in accepting and screening referrals to the program; supervises and participates in clinical reviews, staff meetings, case reviews, etc.

11.4.5 Monitors program to ensure that Counselor I and Paraprofessionals are meeting individual child and family needs as required in the plan of care.

11.4.6 Provides on-going and regular supervision of, and consultation, to Counselor I and Paraprofessionals; maintains constant on-call

status for program support.

11.4.7 Coordinates administrative responsibilities for IHCS.

11.4.8 Accompanies Counselor I and Paraprofessionals in the field, as needed; provides training for staff; assists in screening, hiring, and directing program staff.

11.4.9 Builds and maintains relationships with children and families throughout services; builds and maintains relationships with community funding entities, governmental agencies, service providers, sources of support for families within the community and all program consumers.

11.4.10 Monitors the program budget to maintain revenues and expenses within budgetary guidelines; maintains working knowledge of all contractual and program requirements; performs other duties as assigned.

11.4.11 Provides for back-up and emergency consultation to all staff twenty-four (24) hours a day, seven (7) days a week.

11.4.12 Supervises, administers, monitors, and evaluates established treatment procedures for the program and develops new approaches for intervention as needed. Provides direction for all case termination decisions.

11.4.13 Prepares and submits reports and/or recommendations to the Executive Director concerning personnel actions, caseload status, critical incident involvement of family members and staff, budget requests, changes in program plans, and any unusual incidents that occur in the operation of the program.

11.4.14 Provides and reviews necessary communication and documentation for FAMILIES, agencies, courts, and interested parties to discuss FAMILIES' progress in meeting intervention goals.

Qualifications:

11.4.15 Master's Degree in psychology, sociology, social work, or

a related field;

11.4.16 Minimum two (2) years of experience in the administration and direct service delivery of protective services, or an area closely related to protective services; and

11.4.17 Minimum of one (1) year supervisory experience.

11.5 Counselor I

Duties:

11.5.1 Completes the in-home initial assessment and determines the appropriate services consistent with the reason(s) for referral by the SSW.

11.5.2 Communicates at least weekly with the Paraprofessional or Volunteer providing services to the FAMILY to answer questions and evaluate provided services.

11.5.3 Assesses problems, prepares documentation and treatment plans, and monitors FAMILY's progress toward reaching predetermined goals; provides for regular review and updating of treatment plans.

11.5.4 Develops and maintains effective working relationships with FAMILIES and builds on their competencies.

11.5.5 Maintains appropriate level of direct contact with the FAMILIY per program requirements, provides follow-up treatment and support, maintains constant on-call status for program support.

11.5.6 Teaches parenting skills and coaching, provide instruction and modeling of appropriate parent/child behaviors and relationships.

11.5.7 Provides communication and problem solving skills, develops a family safety plan.

11.5.8 Assists FAMILY with transportation; accompanies FAMILY to school conferences, medical or counseling appointments as necessary.

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11.5.9 Provides on-going resources and referrals for FAMILIES along with on-going observations of children to assure safety and protection.

11.5.10 Supervises volunteers and structures the service plan with the FAMILY and social worker.

11.5.11 Manages case files in accordance with the requirements of this Agreement.

11.5.12 Assists unmotivated or resistant PARENTS in obtaining resources.

11.5.13 Provides direction on case termination decisions.

11.5.14 Prepares and submits reports and/or recommendations to the Program Supervisor II concerning caseload status, critical incident involvement of family members and staff, budget requests, changes in program plans, and any unusual incidents that occur in the operation of the program.

Qualifications:

11.5.15 Bachelor's Degree in psychology, sociology, social work or related field; and

11.5.16 Minimum one (1) year of experience in providing direct services in the human services field.

11.6 Paraprofessional

Duties:

11.6.1 Implements service plan, and provides direct service to FAMILY.

11.6.2 May provide services, as qualified and directed by Counselor I.

11.6.3 Teaches parenting skills and coaching, provides instruction and modeling of appropriate parent/child behaviors and relationships.

11.6.4 Provides communication and problem solving skills.

develops a family safety plan, along with budgeting and housekeeping.

11.6.5 Assists FAMILY with transportation; accompanies FAMILY to school conferences, medical or counseling appointments as necessary.

11.6.6 Provides on-going resources and referrals for FAMILIES along with on-going observations of children to assure safety and protection.

11.6.7 Manages case files in accordance with the requirements of this Agreement.

11.6.8 Assists unmotivated or resistant FAMILIES in obtaining resources.

11.6.9 Provides monthly telephonic progress reports to SSA.

11.6.10 Performs other related duties as assigned.

Qualifications:

11.6.11 Bachelor's Degree in human services or related field:

11.6.12 Minimum six (6) months of experience in the human services field, providing direct services to children and/or families.

11.7 Student Intern and/or Volunteer

Duties:

11.7.1 Under the supervision of Program Supervisor II or Counselor I/Paraprofessional, provide supplemental services and additional resources to program and/or CLIENTS, as needed.

Qualifications:

11.7.2 Minimum of twenty-one (21) years of age.

11.7.3 Minimum six (6) months of experience in the human services field providing direct service to children and/or FAMILIES.

11.7.4 Complete DMV background check, and TB testing.

11.7.5 Applicable to Student Intern only: Must be enrolled in a Bachelor's degree program in social work, sociology, psychology, or a related field.

EXHIBIT B

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

ORANGE COUNTY CHILD ABUSE PREVENTION CENTER

FOR THE PROVISION OF

CHILD ABUSE PREVENTION AND INTERVENTION SERVICES

IN-HOME FOCUSED SERVICES

1. **POPULATION TO BE SERVED**

1.1 CONTRACTOR shall provide In-Home Focused Services (IHFS) to families with children, ages birth (0) through seventeen (17) years, who are at risk or have a history of abuse or neglect, and who are at a critical juncture; and who have been referred by the ADMINISTRATOR. Some families will have recently had their children returned to their care and need help applying parenting techniques and providing a safe environment. Some families will be in need of immediate services to expedite the return of child(ren) to the home. Others will be at risk of having their child(ren) removed unless intervention and services to protect the child(ren) are immediately delivered.

1.2 Families are considered at high risk of abuse and/or neglect, requiring a moderate level of intervention or highly specific services in the home. Families may be working with CFS on a voluntary basis or have children under the supervision of CFS on a non-voluntary basis. The population to be served as defined in this Paragraph 1 shall hereinafter be referred to as "FAMILY" or "FAMILIES."

2. WORKLOAD STANDARDS

2.1 CONTRACTOR's workload standards with respect to this Exhibit B are as follows:

2.1.1 Each hour of IHFS shall be counted as one (1) hour regardless of the number of FAMILY members being served.

2.1.2 Provide IHFS to one hundred fifty (150) new FAMILIES.

2.1.3 Provide four thousand one hundred sixty (4160) hours of IHFS, including follow-up services and extensions.

3. HOURS OF OPERATION

3.1 CONTRACTOR shall be available to conduct in-home visits from 6:00 a.m. to 8:00 p.m., Monday through Friday, and as necessary, on Saturdays. At a minimum, seventy-five percent (75%) of visits will occur during the early morning hours (6:00 a.m. to 9:00 a.m.), evenings (3:00 p.m. to 8:00 p.m.), Saturdays, and if necessary, holidays.

3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule: New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior, written approval from ADMINISTRATOR for holiday(s) in excess of those listed above. Failure of CONTRACTOR to obtain such approval shall result in CONTRACTOR incurring upon itself all fiscal obligations related to non-COUNTY holiday(s) and shall be deemed in material breach of this Agreement, pursuant to Paragraph 18, for services not provided by CONTRACTOR during unapproved holiday(s).

3.3 CONTRACTOR shall maintain hours of operation, as stated in Paragraph 3 of this Exhibit B throughout the term of this Agreement, and shall maintain the ability to provide services during the hours of operation and as determined by ADMINISTRATOR to meet needs of the service population.

3.4 CONTRACTOR shall be available to provide crisis intervention services seven (7) days per week, twenty-four (24) hours per day.

4. SERVICES

4.1 IHFS include, but are not limited to age appropriate parenting skills, problem solving, appropriate family communication, household management, hygiene, housekeeping, nutrition, budgeting, and child safety and any other services deemed necessary to eliminate risk factors which prevent the child from remaining in the home.

4.2 CONTRACTOR shall:

4.2.1 Conduct IHFS for an average of four (4) hours of in-home visits per week for a six (6) week period. Hours per visit may be arranged to accommodate FAMILY's needs and availability with the SSW's concurrence.

4.2.2 Contact the SSA Social Worker (SSW) within two (2) business days after receipt of the referral to coordinate the date of the initial home visit with FAMILY, which should be within five (5) business days of receipt of referral. If SSW is unable to attend the initial meeting, the CONTRACTOR will complete a phone or e-mail consultation with SSW and discuss reasons for the referral, client's needs, strengths, goals, safety and risk factors, and document the details of this consultation.

4.2.3 Submit an Extension Request to provide IHFS beyond the six (6) week service period for up to an additional three (3) weeks of services, for an average of four (4) hours per FAMILY per week, per Subparagraph 5.5.1 of Exhibit B.

4.2.4 Provide a minimum seventy-five percent (75%) FTE direct service staff that are proficient in Spanish.

4.2.5 Have available direct service staff proficient in Vietnamese to serve the needs of Vietnamese monolingual clients.

4.2.6 Identify FAMILY's strengths and barriers to intervention

that need to be overcome, and develop a plan for the FAMILY to follow to enable them to deal with future crises.

4.2.7 Have a planned strategy to work through resistance and engage the FAMILY. The treatment process should be specific to the FAMILY's needs, but flexible with an emphasis on building upon developing the skills and knowledge required to ensure a safe environment.

4.2.8 Maintain weekly telephone contact with the SSW.

4.2.9 Identify and address FAMILY's immediate basic needs, which could include housing, food, and clothing, by referring them to appropriate community resources.

4.2.10 Call FAMILY to remind them about appointments, and provide FAMILY transportation to appointments, or resources outside the FAMILY home, as deemed necessary.

4.2.11 Instruct FAMILY on how to access public transportation, if necessary.

4.2.12 Assist FAMILY in finding licensed child care resources, as needed.

4.2.13 Maintain weekly telephone contact with the SSW.

4.2.14 Accompany FAMILY to initial medical appointments, school conferences, counseling appointments, or resources outside FAMILY home, as deemed necessary.

4.3 Assessment and Treatment Plan:

CONTRACTOR shall meet with FAMILY in their home to develop a written Assessment and Treatment Plan (ATP), identify the primary service needs that precipitate FAMILY's referral, and develop measurable objectives to be reached during the six (6) week service period. The ATP shall:

4.3.1 Be consistent with the reason for referral and meet the individualized needs of FAMILY.

4.3.2 Incorporate input from FAMILY and be strength-based to lead to the development of FAMILY competence.

4.3.3 Include specific, measurable, achievable, realistic and time-bound (SMART) goals.

4.3.4 Include specific community resources that will be offered to FAMILY prior to termination of services.

4.3.5 List all contacts with FAMILY, SSA social worker, and collateral sources.

4.3.6 List scheduled appointments which the FAMILY fails to keep.

4.3.7 Be completed within fifteen (15) days of the first assessment session.

4.3.8 Be sent to the CFS Resource Support Unit for processing.

4.4 Nurturing Parenting Program:

Services shall be consistent with CONTRACTOR's Nurturing Parenting Program curriculum, an evidence-based model that focuses on knowledge and skill development for at-risk parents, building on nurturing parenting skills as an alternative to abusive and neglectful parenting and child-rearing practices. CONTRACTOR shall:

4.4.1 Stage I:

4.4.1.1 Engage with FAMILY and build rapport. Begin developing a relationship with FAMILY by identifying strengths and importance of FAMILY involvement.

4.4.1.2 Conduct a needs assessment and design a strategy of obtaining needed items or linkages.

4.4.1.3 Make initial linkages to community resources such as childcare, counseling, housing utility assistance, food, clothing, etc.

4.4.1.4 Develop with FAMILY's input SMART goals.

4.4.2 Stage 2:

4.4.2.1 Continue to build on FAMILY strengths and reinforce observed positive interactions.

4.4.2.2 Review with FAMILY safety in the home and make any necessary modifications. Complete home safety checklist and review with FAMILY.

4.4.2.3 Educate FAMILY on basic home management skills such as nutrition, hygiene, exercise health, organization, etc. Develop structure in the home using FAMILY schedule, FAMILY rules and behavior charts.

4.4.2.4 Educate FAMILY members on mandated child abuse laws and prevention of child abuse.

4.4.2.5 Begin to educate FAMILY on developmental norms and appropriate expectations. Reinforce need for bonding activities.

4.4.3 Stage 3:

4.4.3.1 Teach FAMILY to access available community resources (i.e., role modeling accessing resources on the telephone, visiting resources, coaching through outreach).

4.4.3.2 Demonstrate use of praise and reinforcement of positive behaviors.

4.4.3.3 Review age appropriate consequences as an alternative to corporal punishment (loss of privileges, time-out, grounding, etc.)

4.4.3.4 Teach how to use negotiation, compromise and choices with teens during time of conflict.

4.4.4 Stage 4:

4.4.4.1 Review the importance of respect in the home.

Revisit FAMILY rules and morals.

4.4.4.2 Teach and provide materials on positive coping skills (stress management and anger management).

4.4.4.3 Review as appropriate the use of negative coping skills and how often they develop as a result of prior abuse.

4.4.5 Stage 5:

4.4.5.1 Continue to build on FAMILY strengths and praise positive behaviors.

4.4.5.2 Teach and practice communication skills as a FAMILY (expression of emotions and cooperation).

4.4.5.3 Practice problem solving activities, such as making choices, compromise and negotiations.

4.4.5.4 Prepare FAMILY for the termination process by reviewing community resource linkages and problem solving any identified barriers.

4.4.6 Stage 6:

4.4.6.1 Review accomplishments with FAMILY and positively reinforce the acquisition of new, more nurturing parenting styles.

4.4.6.2 Summarize new parenting skills learned throughout service period.

4.4.6.3 Ensure FAMILY has accessed all appropriate community resources.

4.4.7 Follow-Up Visit:

4.4.7.1 CONTRACTOR shall schedule a follow-up visit with FAMILY six (6) months following program completion. During the follow-up visit, Paraprofessional shall assess the safety of the children in the home and FAMILY's progress and stability. Each FAMILY that completes the program shall be encouraged to contact CONTRACTOR if they encounter major difficulties

at any time during the follow-up period. Follow-up contact with each FAMILY shall be documented and conveyed to the assigned social worker if a problem exists.

4.4.7.2 The Paraprofessional may be referred to assist FAMILY with pre-placement services by providing six (6) to eight (8) FAMILY visits up a to a maximum of thirty (30) days prior to the return of the children to the home. At the completion of the pre-placement services, Stages 1 through 6 described in Subparagraph 4.4 of Exhibit B shall begin.

4.5 Pre-and Post-Tests:

CONTRACTOR shall administer a pre-and post-tests, which will measure changes in FAMILY. The pre-test shall be administered during FAMILY's assessment session(s). The post-test will be administered during the termination session.

4.6 Community Resource Linkage:

CONTRACTOR shall capitalize on opportunities to provide integrated, coordinated, and easily accessible resources and link FAMILY to them, including familiarizing FAMILY with the community's Family Resource Center, if one is located in their area. CONTRACTOR shall also teach FAMILY how to independently obtain assistance and/or services through community resources and will follow up to find out if FAMILY was successful.

4.7 Quality Assurance:

4.7.1 Utilization Review: ADMINISTRATOR will conduct Utilization Reviews (URs) to evaluate CONTRACTOR's compliance with required documentation, record-keeping, and service delivery performance. ADMINISTRATOR will determine the frequency of URs and provide advance notification to CONTRACTOR to ensure that specified staff is in attendance. ADMINISTRATOR will provide CONTRACTOR with oral and written feedback regarding UR findings.

4.7.2 Case Review Conference: CONTRACTOR shall conduct monthly Case Review Conferences (CRCs) in which direct service staff will present selected SSA cases for discussion. Topics to be discussed may include family dynamics, family genogram, case challenges, successful service delivery strategies, resources utilized, and outcomes. ADMINISTRATOR may attend CRCs on a quarterly basis to provide consultation and assistance in monitoring and determining the focus of programmatic services. CONTRACTOR shall notify the SSA social worker(s) of the cases to be discussed at the CRC at least two (2) weeks in advance of the scheduled meeting to afford the social worker an opportunity to participate.

4.8 Staff Training and Supervision:

4.8.1 Staff Training:

4.8.1.1 CONTRACTOR shall be required to send staff to COUNTY sponsored training, as requested by ADMINISTRATOR.

4.8.1.2 At minimum and at no cost to COUNTY, an initial seven (7) hour training course on child abuse and a six (6) hour training course on spousal/partner abuse/domestic violence issues must be completed within six (6) months of hiring date for Counselor I, Paraprofessional, Program Supervisor II, Student Intern and Volunteer.

4.8.1.3 Each identified staff above shall also complete one (1) six (6) hour refresher training course on spousal/partner abuse/domestic violence topics during the term of this Agreement.

4.8.2 Supervision:

Program Supervisor II shall:

4.8.2.1 Shall provide a minimum of one (1) hour of individual supervision per week to Counselor I staff and two (2) hours of group supervision per month.

4.8.2.2 Provide a minimum of two (2) hours of

individual supervision per month to Paraprofessional and Volunteers and one (1) hour of group supervision per month.

5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

In addition to providing the services described in Paragraph 4 of this Exhibit B, CONTRACTOR agrees to:

5.1 Provide services that are family-centered, family-friendly, and culturally responsive.

5.2 Appear and testify at Juvenile Court hearings, when subpoenaed.

5.3 Prohibit volunteers and student interns employed under this Agreement from transporting FAMILIES under any circumstances.

5.4 Advise the SSW when there is reasonable cause to believe a FAMILY member may be abusing drugs and/or alcohol.

5.5 Extension Request Requirements:

5.5.1 Request and obtain CFS' prior written approval for an extension of services for up to an additional three (3) weeks, for an average of two (2) to four (4) hours per FAMILY per week, beyond the initial six (6) weeks, applicable for open CFS cases only, and in a form approved by ADMINISTRATOR.

5.5.2 Submit request justifying service extension to CFS by the fourth (4th) week of service in advance of the termination date of the original service period.

5.5.3 CONTRACTOR understands that continuing services beyond the specified service period without a written approved extension request on file will result in CONTRACTOR incurring upon itself all fiscal obligations related to those services.

5.5.4 CONTRACTOR shall be responsible for documenting and tracking all dates of services, including start and end dates.

5.5.5 Extension requests on closed CFS cases will not be

1 approved. Should CONTRACTOR provide services to a FAMILY that does not have
2 an open CFS case, CONTRACTOR will incur upon itself all fiscal obligations
3 related to those services.

4 5.6 No Show Policy:

5 CONTRACTOR shall comply with SSA's "no-show" policy, which requires the
6 following actions:

7 5.6.1 Unless FAMILY calls CONTRACTOR at least twenty-four (24)
8 hours in advance of a scheduled appointment to reschedule a time within the
9 same calendar week (Sunday to Saturday), CONTRACTOR shall alert the SSW of the
10 missed appointment (no-show) by telephone within two (2) business days.

11 5.6.2 CONTRACTOR shall then send a written "No Show" letter,
12 approved as to form by ADMINISTRATOR, to FAMILY in the appropriate primary
13 language, with a copy to the SSW. If FAMILY's primary language is other than
14 English, CONTRACTOR shall also send a copy of the English language version of
15 the letter to the SSW. A copy of every No Show letter, in applicable
16 languages, shall be filed in FAMILY's file.

17 5.6.3 CONTRACTOR shall suspend services if the FAMILY
18 accumulates three (3) no-shows.

19 5.6.4 The SSW may reinstate FAMILY to continue to receive
20 services within ten (10) business days of receipt of the third No Show Letter.
21 A FAMILY may be reinstated only once during the service period; however,
22 exceptions may be made by the SSW for a FAMILY with a court-ordered case plan.
23 In such cases, CONTRACTOR shall schedule the reinstated FAMILY in the next
24 available service slot and shall obtain a new release of information form and
25 new service agreement from FAMILY.

26 5.6.5 CONTRACTOR shall terminate FAMILY within ten (10)
27 business days, if the SSW does not request that FAMILY be reinstated.

28 ///

5.7 Special Incident Report Requirements:

5.7.1 CONTRACTOR shall make telephone contact with the SSW, the SSW's supervisor, or the CFS Officer of the Day immediately in the event of any incident of unusual, aggressive, or high-risk behavior by a FAMILY, or if there are any injuries suffered by any party (FAMILY, CONTRACTOR's staff, or others) in the delivery of services to a SSA FAMILY. In the event CONTRACTOR is not able to speak directly with SSW, SSW's supervisor or CFS Officer of the Day, CONTRACTOR shall leave a voice message for the CFS Officer of the Day.

5.7.2 CONTRACTOR will document the incident by completing the Special Incident Report form provided by SSA. CONTRACTOR shall submit the Special Incident Report to both CFS Program Liaison and Contract Administrator within one (1) business day of the incident and shall place a copy in the FAMILY's case file.

6. FACILITIES

6.1 Administrative services under this Agreement shall be provided at:
Orange County Child Abuse Prevention Center
2390 E. Orangewood Ave. Suite 300
Anaheim, CA 92806

6.2 IHFS will be provided in the homes of FAMILIES referred for services.

6.3 CONTRACTOR and ADMINISTRATOR may agree in writing as to the facility(ies) and location(s) where services shall be provided without changing COUNTY's maximum obligation.

7. FAMILY CASE RECORDS

CONTRACTOR shall maintain case records on each FAMILY which shall include, but not be limited to:

7.1 Case notes:

7.1.1 Signature and date for every entry;

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7.1.2 Details the caseworker's observations and interaction with FAMILY consistent with the ATP and monthly telephonic Progress Reports;

7.1.3 Records when case was staffed/reviewed with supervisor;

7.1.4 Records monthly staffings when any FAMILY members are served, progress, and estimated termination date;

7.1.5 Documents all written and verbal communications with the SSA social worker;

7.1.6 Documents any incidents requiring a Special Incident Report;

7.2 FAMILY's name, address, phone number, employment information;

7.3 Names, birth dates, and sex of all FAMILY members;

7.4 Other persons in the home and their relationship to the FAMILY;

7.5 Referral Form and any referral documentation provided by COUNTY;

7.6 Assessment and Treatment Plan;

7.7 Monthly Progress Report;

7.8 Revised Assessment and Treatment Plan, if applicable;

7.9 Termination Report;

7.10 Social and family histories;

7.11 Fee assessment/financial information forms;

7.12 Copies of no show letters;

7.13 Documentation of resources provided to FAMILY and follow-up; and

7.14 Authorization to release information between ADMINISTRATOR and CONTRACTOR.

8. REPORTS

CONTRACTOR shall prepare and submit in a format approved by ADMINISTRATOR, written reports including, but not limited to:

8.1 CONTRACTOR shall submit to CFS:

8.1.1 ATP:

ATTACHMENT E

8.1.1.1 As described in Subparagraph 4.3 of this Exhibit B within fifteen (15) calendar days of completing the first assessment visit.

8.1.2 Revised ATP:

8.1.2.1 Required if the service goals need to be revised during the six (6) week period.

8.1.3 Extension Request:

8.1.3.1 As described in Subparagraph 5.5 of this Exhibit B must be submitted No less than two (2) weeks in advance of the end of the original six (6) week service period.

8.1.4 Monthly Telephonic Progress Report:

8.1.4.1 CONTRACTOR will be required to make monthly telephone contact with the SSA social worker to report on FAMILY'S progress, barriers, community resource linkages, etc., and must clearly document the contact in the case notes.

8.1.5 Termination Report (TR):

Within fifteen (15) days of termination of services, for each FAMILY terminating service during the preceding month. This report shall include, but not be limited to:

8.1.5.1 A summary of information provided via the monthly telephonic progress reports described in Subparagraph 8.1.4 of this Exhibit B;

8.1.5.2 All community resources/referrals given by CONTRACTOR to FAMILY for follow up services;

8.1.5.3 Identified issues regarding FAMILY'S needs;
and

8.1.5.4 The reason services were terminated.

///

8.2 Workload Standards Report:

To be submitted to ADMINISTRATOR by the tenth (10th) day of each month, which shall include the following information:

8.2.1 Name and number of new FAMILIES referred each month and referral source;

8.2.2 Referral source of number of hours of in-home focused services provided each month;

8.2.3 Number of English, Spanish and Vietnamese speaking FAMILIES served each month;

8.2.4 Number of collateral service hours provided each month;

8.2.5 Number of hours spent at Juvenile Court each month;

8.2.6 Number of active cases at the end of each month;

8.2.7 Number of cases closed during the month;

8.2.8 Number of English, Spanish and Vietnamese speaking FAMILIES on waiting list and date of next anticipated opening; and

8.2.9 Any additional information regarding the program's progress shall be prepared in a format approved by ADMINISTRATOR.

9. MEETINGS

9.1 CONTRACTORS' Forum:

CONTRACTOR shall attend CONTRACTORS' Forum meetings, as scheduled by ADMINISTRATOR.

9.2 Family Team Meetings:

CONTRACTOR's direct service staff shall participate in Family Team Meetings at ADMINISTRATOR's request.

9.3 CONTRACTOR shall attend other service related meetings as requested by ADMINISTRATOR.

10. BUDGET FOR IN-HOME FOCUSED SERVICES

10.1 The annual budget for the period July 1, 2017 through June 30,

ATTACHMENT E

2018, for services provided pursuant to Exhibit B of this Agreement is set forth as follows:

SALARIES

<u>DIRECT SERVICE POSITIONS</u>	<u>FTE⁽¹⁾</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>Annual Budget</u>
Counselor I	1.00	\$17.95	\$37,336.00
Paraprofessional	1.00	16.91	35,172.80
Paraprofessional (bi-lingual Spanish)	1.00	16.91	35,172.80
Paraprofessional (bi-lingual Vietnamese)	1.00	17.17	35,713.60
Program Supervisor II	1.00	27.01	56,180.80
SUBTOTAL SALARIES			\$199,576.00
DIRECT SERVICE BENEFITS ⁽³⁾ (20%)			39,915.20
SUBTOTAL DIRECT SERVICE SALARIES & BENEFITS			\$239,491.20

ADMINISTRATIVE POSITIONS

Executive Director	0.02	\$60.00	\$2,496.00
Director of Family Services	0.05	34.00	3,536.00
SUBTOTAL ADMINISTRATIVE SALARIES			\$6,032.00
ADMINISTRATIVE BENEFITS ⁽³⁾ (19%)			1,206.40
SUBTOTAL ADMINISTRATIVE SALARIES & BENEFITS			\$7,238.40

SUBTOTAL ALL SALARIES AND BENEFITS \$246,729.60

SERVICES AND SUPPLIES

Independent Audit			1,750.00
Office Supplies			4,000.00
Program Expense			3,136.90
Telephone			4,200.00
Mileage ⁽⁴⁾			<u>8,500.00</u>

SUBTOTAL SERVICES AND SUPPLIES \$21,586.90

OPERATING EXPENSES

Facility Lease/Rent			\$13,000.00
Equipment Lease/Rental			1,000.00
Maintenance & Computer Repair			3,000.00
Insurance			1,500.00
Dues and Subscription			200.00
Newsletter, Printing Promotion			500.00
Postage			300.00
Travel/Education/Seminars ⁽⁵⁾			<u>3,500.00</u>

SUB-TOTAL OPERATING EXPENSES \$23,000.00

TOTAL SERVICES AND SUPPLIES, AND OPERATING EXPENSES \$44,586.90

ATTACHMENT E

Indirect Costs ⁽⁶⁾ (10% of maximum obligation)	32,368.50
In-Kind Match (10%)	32,369.00
GRAND TOTAL	<u>\$356,054.00</u>
Less Match (10%)	(32,369.00)
TOTAL MAXIMUM COUNTY OBLIGATION FOR FY 2017-18	\$323,685.00

⁽¹⁾ For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. 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.

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

⁽³⁾ Medical, long-term disability, retirement, employee assistance, FICA, SUI, Workers' Compensation, sick time and vacation accrual limited to the period of employment during the term of this Agreement.

⁽⁴⁾ Mileage is limited to the amount allowed by IRS.

⁽⁵⁾ Travel costs will be in accordance with Title 41 CFR Chapter 301, Federal Travel Regulation; Maximum Per Diem Rates; Final Rules. Travel must be approved by ADMINISTRATOR in advance. CONTRACTOR shall be reimbursed for actual expenses of lodging up to the maximum allowed in Title 41 CFR Chapter 301, Travel Allowances. CONTRACTOR shall be reimbursed for per diem rate paid to employees for meals and incidental expenses incurred during travel up to the maximum allowed in Title 41 CFR Chapter 301, Travel Allowances.

⁽⁶⁾ Indirect Costs items include but limited to; Director of Finance, Operation and Support, Human Resource Manager, Information Technology Administrator, Payroll and Accounting Specialist, Office Manager, Administrative Assistant, Communications Coordinator and Executive Assistant.

10.2 CONTRACTOR and ADMINISTRATOR may agree to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum obligation as stated in Subparagraph 19.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 45.4 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 19.1, CONTRACTOR and ADMINISTRATOR may mutually agree to proportionately reduce the service goals as set forth in this Exhibit. Any agreement must be in writing.

11. STAFF

11.1 Proof of education and experience may be required for the following positions listed below. Any exceptions to the experience and/or education qualifications will require pre-approval in writing from the Contract Administrator.

11.2 Direct service staff are required to be fluent in and possess the ability to prepare written reports in English. In addition, direct service staff must be proficient in the ability to speak and write in the specified second language (i.e., English, Spanish, or Vietnamese).

CONTRACTOR shall provide the following described staff positions:

11.3 Executive Director:

Duties:

11.3.1 Responsible for carrying out the overall objectives of the program and CONTRACTOR's policies and for insuring that all fiscal procedures are followed correctly.

11.3.2 Responsible for supervising program development, structure and implementation of all CONTRACTOR's programs.

Qualifications:

11.3.3 Master's degree in organizational management, psychology, mental health, or social work.

11.3.4 Five (5) years of experience in the administration of a community-based organization.

11.4 Program Supervisor II:

Duties:

11.4.1 Provides oversight for program development and service delivery to children and families. Supervises the Counselor I and Paraprofessionals as described in Subparagraph 4.8.2 of this Exhibit B.

11.4.2 Monitors FAMILY progress toward reaching pre-determined goals; provides regular review and updating of treatment plans.

11.4.3 Maintains current knowledge of community resources, including supports and services available for FAMILIES; acts as a youth and family advocate at meetings; monitors and ensures that records and documentation, including but not limited to service plans, forms, reports, narratives, outcome measures, demographics, etc., are completed appropriately and on time.

11.4.4 Assists in accepting and screening referrals to the program; supervises and participates in clinical reviews, staff meetings, case reviews, etc.

11.4.5 Monitors program to ensure that Counselor I and Paraprofessionals are meeting individual child and family needs as required in the plan of care.

11.4.6 Provides on-going and regular supervision of, and consultation to Counselor I and Paraprofessionals; maintains constant on-call status for program support.

11.4.7 Coordinates administrative responsibilities for IHFS.

11.4.8 Accompanies Counselor I and Paraprofessionals in the field, as needed; provides training for staff; assists in screening, hiring, and directing program staff.

11.4.9 Builds and maintains relationships with children and FAMILIES, community funding entities, governmental agencies, service providers, sources of support for families within the community, and program consumers.

11.4.10 Provides for back-up and emergency consultation to all staff twenty-four (24) hours a day, seven (7) days a week.

11.4.11 Supervises, administers, monitors, and evaluates established treatment procedures for the program and develops new approaches for intervention as needed. Provides direction for all case termination decisions.

11.4.12 Prepares and submits reports and/or recommendations to the Executive Director concerning personnel actions, caseload status, critical incident involvement of family members and staff, budget requests, changes in program plans, and any unusual incidents that occur in the operation of the program.

11.4.13 Provides and reviews necessary communication and documentation for FAMILIES, agencies, courts, and interested parties to discuss FAMILIES' progress in meeting intervention goals.

Qualifications:

11.4.14 Master's Degree in psychology, sociology, social work, or a related field;

11.4.15 Minimum two (2) years of experience in the administration and direct service delivery of protective services, or an area closely related to protective services; and

11.4.16 Minimum one (1) year of supervisory experience.

11.5 Counselor I:

Duties:

11.5.1 Completes the in-home initial assessment and determines

appropriate services consistent with the reason(s) for referral by the SSW.

11.5.2 Communicates at least weekly with the Paraprofessional or Volunteer providing services to FAMILY to answer questions and evaluate provided services.

11.5.3 Assesses problems, prepares documentation and treatment plans, and monitors FAMILY's progress toward reaching pre-determined goals; provides regular review and updating of treatment plans.

11.5.4 Develops and maintains effective working relationships with FAMILY and builds on their competencies.

11.5.5 Maintains appropriate level of direct contact with FAMILY per program requirements; provides follow-up treatment and support to individual FAMILY; maintains constant on-call status for program support;

11.5.6 Teaches parenting skills and coaching, provide instruction and modeling of appropriate parent/child behaviors and relationships.

11.5.7 Provides communication and problem solving skills, develop a family safety plan, along with budgeting and housekeeping.

11.5.8 Assists FAMILY with transportation; accompanies FAMILY to school conferences, medical or counseling appointments as necessary.

11.5.9 Provides on-going resource linkages and referrals for FAMILY and assists unmotivated or resistant FAMILIES in obtaining resources.

11.5.10 Supervises Volunteers and structures the service plan with the FAMILY and SSW.

11.5.11 Manages case files in accordance with the requirements of this Agreement.

11.5.12 Provides direction on case termination decisions.

11.5.13 Prepares and submits reports and/or recommendations to the Program Supervisor II concerning caseload status, critical incident

involvement of FAMILY members and staff, budget requests, changes in program plans, and any unusual incidents that occur in the operation of the program.

Qualifications:

11.5.14 Bachelor's degree in psychology, sociology, social work or related field; and

11.5.15 Minimum one (1) year of experience in providing direct services in the human services field.

11.6 Paraprofessional

Duties:

11.6.1 Implement service plan, and provide direct service to FAMILIES for four (4) hours per week for six (6) weeks in family's home.

11.6.2 May provide services such as showing a PARENT how to properly bathe a baby, instructing a FAMILY in how to use a car seat and other activities, as directed by the Counselor I staff.

11.6.3 Must receive training in definitions of child abuse, elements of physical and sexual abuse, primary dynamics of child abuse, characteristics of abusive families, failure to thrive, case management, and other topics specific to the CFS population for referred services.

11.6.4 Assesses problems, prepares proper documentation and treatment plans, and monitors individual/family progress toward reaching pre-determined goals; provides regular review and updating of treatment plans.

11.6.5 Teaches parenting skills and coaching, provides instruction and modeling of appropriate parent/child behaviors and relationships.

11.6.6 Provides communication and problem solving skills, develops a family safety plan, along with budgeting and housekeeping.

11.6.7 Assists FAMILY with transportation, and accompanies FAMILY to school conferences and medical and/or counseling appointments, as

necessary.

11.6.8 Provides on-going resources and referrals for FAMILY and assists unmotivated or resistant FAMILY in obtaining resources.

11.6.9 Supervises Volunteers and structure the service plan with the FAMILY and social worker.

11.6.10 Manages case files in accordance with the requirements of this Agreement.

11.6.11 Provides monthly Telephonic Progress Reports to SSW's.

11.6.12 Performs other related duties as assigned.

Qualifications:

11.6.13 Bachelor's degree in human services or related field; and

11.6.14 Minimum six (6) months of experience in the human services field is required providing direct services to children and/or families.

11.7 Student Intern and/or Volunteer

Duties:

11.7.1 Under the supervision of Program Supervisor II or Counselor I/Paraprofessional, provide supplemental services and additional resources to program and/or CLIENTS, as needed.

Qualifications:

11.7.2 Minimum of twenty-one (21) years of age.

11.7.3 Minimum six (6) months of experience in the human services field providing direct service to children and/or FAMILIES.

11.7.4 Complete DMV background check, and TB testing.

11.7.5 Applicable to Student Intern only: Must be enrolled in a Bachelor's degree program in social work, sociology, psychology, or a related field.

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EXHIBIT C

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

ORANGE COUNTY CHILD ABUSE PREVENTION CENTER

FOR THE PROVISION OF

CHILD ABUSE PREVENTION AND INTERVENTION SERVICES

MONITORED AND SUPERVISED VISITATION WITH TRANSPORTATION SERVICES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide Monitored and Supervised Visitation with Transportation Services (MSVT) for individuals referred by CFS. Individuals referred for services shall primarily be parents or legal guardians of children who reside in out-of-home placement, other persons authorized to visit children and, in some instances, children who reside in out-of-home placement and may be dependents of Juvenile Court. A significant number of children who are in out-of-home placement reside outside of Orange County. Placement may be with a relative, non-relative extended family member (NREFM), foster parent, or group home.

1.2 The children to be served as defined in this Exhibit C shall be hereinafter referred to as "CLIENTS." CLIENTS' designated visitors as defined in this Exhibit C shall be hereinafter referred to as "VISITORS."

2. WORKLOAD STANDARDS

2.1 CONTRACTOR's workload standards with respect to Exhibit C of this Agreement are as follows:

2.1.1 Each hour of direct service shall be counted as one (1)

hour of service, regardless of the number of CLIENTS and/or VISITORS being served.

2.1.2 Provide twelve thousand six hundred (12,600) direct service hours.

3. HOURS OF OPERATION

3.1 CONTRACTOR shall provide monitored visitation services and transportation services between 8:00 a.m. to 8:00 p.m. At minimum, fifty (50) percent of available visits must be available during high demand hours, typically after school hours, evenings (3:00 p.m. to 8:00 p.m.), Saturdays, and holidays.

3.2 CONTRACTOR's hours for supervised visitation services shall be on designated weeknights Monday through Friday, 1:00 to 8:00 p.m., and on Saturdays, 9:00 a.m. to 4:00 p.m.

3.3 Unless otherwise requested by ADMINISTRATOR to meet the needs of the service population, CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule: New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior, written approval from ADMINISTRATOR for holiday(s) in excess of those listed above. Failure of CONTRACTOR to obtain such approval shall result in CONTRACTOR incurring upon itself all fiscal obligations related to non-COUNTY holiday(s) and shall be deemed in material breach of this Agreement, pursuant to Paragraph 18, for services not provided by CONTRACTOR during unapproved holiday(s).

3.4 CONTRACTOR shall maintain hours of operation as stated in this Exhibit C throughout the term of this Agreement and shall maintain the ability to provide services during the hours of operation and as determined by ADMINISTRATOR to meet the needs of the service population.

3.5 CONTRACTOR shall be available to provide crisis intervention services twenty-four (24) hours a day, seven (7) days a week.

4. SERVICES

4.1 CONTRACTOR shall provide the required monitored and supervised visitation with transportation, as needed, for CLIENTS who reside in out-of-home placement. Transportation services will be provided for approved VISITOR(s) and/or CLIENT(s) located in or outside Orange County.

CONTRACTOR shall:

4.2 Provide services up to four (4) times per week or as ordered by the Juvenile Court for each CLIENT, for a period not to exceed twenty-six (26) weeks.

4.2.1 Exceptions as to length or frequency of services may be made upon mutual agreement between SSA and CONTRACTOR and with prior written approval from SSA.

4.2.2 Request prior written approval for service extension at least thirty (30) days in advance of the initial service termination date, for up to an additional twenty-six (26) weeks of services.

4.3 Limit participation in the visit to those parties specifically designated by the SSA Social Worker (SSW) on the referral form, and obtain prior written authorization from SSA before adding or deleting VISITOR(s) included in a CLIENT's service plan.

4.4 Coordinate visits to take place at the CLIENT's residence, CONTRACTOR's facility, or a location mutually agreed upon by the SSW and involved parties.

4.5 Immediately cease services on a case upon notification from SSA.

4.6 Keep records of all visits.

4.7 Suspend services if the VISITOR accumulates three (3) no-shows.

4.8 Notify the SSW, SSW's supervisor, or Officer of the Day (OD) by

1 telephone immediately or not more than twenty-four (24) hours later, should
2 any of the following occur:

3 4.8.1 For monitored visitation, unmonitored contact (i.e.,
4 contact outside of the monitor's eyesight or hearing) between CLIENTS and
5 VISITORS that takes place before or after the monitored visit at the visit
6 site.

7 4.8.2 A visit is terminated early due to a CLIENT(s)'s refusal
8 to participate or a VISITOR exhibiting inappropriate behavior.

9 4.9 Monitored Visitation:

10 A monitored visit consists of a CLIENT and another person or
11 persons closely observed by one (1) monitor. Services for monitored visits
12 will be provided in accordance with the following guidelines.

13 CONTRACTOR shall:

14 4.9.1 Monitor visits between VISITOR(s) and CLIENT(s) in
15 accordance with the Juvenile Court order, CLIENT(s)'s Juvenile Court-ordered
16 case plan, or SSA's request; apply techniques to promote positive visits; and
17 intervene, when necessary, to protect the best interests of CLIENT(s).

18 4.9.2 Accommodate the ordered visitation schedule, which could
19 last from one (1) to four (4) hours per visit, as specified by the referral.

20 4.9.3 Contact CLIENT's caregiver and VISITOR(S) within three
21 (3) business days of receipt of referral to schedule the date and time of the
22 monitored visit or to notify of a waitlist status as applicable.
23 Additionally, if case is placed on a wait list that will delay the visit
24 beyond fourteen (14) calendar days from that initial contact, CONTRACTOR shall
25 communicate with CLIENT's caregiver and VISITOR(S) to update them within three
26 (3) business days once the visit date is scheduled. CONTRACTOR shall provide
27 biweekly contact with the CLIENT's caregiver and VISITOR(S) on status of wait
28 list.

4.9.4 Notify the SSW of the scheduled visit date and time within one (1) week of receipt of the referral.

4.9.5 Notify CLIENT(S), VISITOR(S), and the SSW of anticipated service start date if the start of services will be delayed for more than fourteen (14) days.

4.9.6 Oversee the monitored visit face-to-face and be continuously present, within both sight and hearing distance, for the entire visit.

4.9.7 Prohibit the discussion of certain topics between VISITOR(S) and CLIENT(S) when specified on the referral or verbally prohibited by the SSW.

4.9.8 Designate a facility for monitored visitation areas with furniture and age-appropriate toys and games for CLIENTS ages birth (0) through seventeen (17) years.

4.9.9 Keep CLIENT(S) and VISITOR(S) in separate waiting areas until their monitored visit commences.

4.9.10 Review the "Monitored Visitation Agreement" form, provided by SSA, with VISITOR and obtain VISITOR'S signature before visitation may occur. In the event VISITOR refuses to sign the "Monitored Visitation Agreement," CONTRACTOR will continue with visitation and inform the SSW by telephone within two (2) business days of the refusal.

4.9.11 Oversee the waiting rooms and visit at all times.

4.9.12 Provide services in accordance with the instructions specified by the SSW on the referral form.

4.9.13 Ensure Visitation Specialists conduct themselves in a professional manner and refrain from activities that may be distracting during a monitored visit (eating, using a cell phone, laptop, or other electronic devices, etc.).

ATTACHMENT E

4.9.14 Ensure CLIENT and VISITOR leave the visit separately for the safety of the parties.

4.9.15 Provide a written summary of each visit to the SSW, within five (5) business days after the visit, which must be approved in writing by Program Supervisor I. The summary must be submitted on the "Monitored Visitation Summary" form.

4.10 Supervised Visitation:

4.10.1 A supervised visit consists of multiple families and detained/dependent children held at a designated visitation site observed by a site supervisor. Supervised visits may vary in duration and frequency, as specified by the referral.

4.10.2 Supervise visit between VISITORS(S) and CLIENT(S), in accordance with the Juvenile Court order, CLIENT's Juvenile Court-ordered case plan or ADMINISTRATOR's request.

4.10.3 Apply techniques to promote positive visits, and intervene, when necessary, to protect the best interests of CLIENTS(S).

4.10.4 Notify the SSW of the scheduled visit date and time within one (1) week of receipt of the referral.

4.10.5 Contact CLIENT's caregiver and VISITOR(S) within three (3) business days of receipt of referral to schedule the date and time of the monitored visit or to notify of a waitlist status as applicable. Additionally, if case is placed on a wait list that will delay the visit beyond fourteen (14) calendar days from that initial contact, CONTRACTOR shall communicate with CLIENT's caregiver and VISITOR(S) to update them within three (3) business days once the visit date is scheduled. CONTRACTOR shall provide biweekly contact with the CLIENT's caregiver and VISITOR(S) on status of wait list.

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4.10.6 Oversee the supervised visit and be continuously present for the entire visit.

4.10.7 Ensure Visitation Specialists conduct themselves in a professional manner and refrain from activities that may be distracting during a supervised visit (eating, using a cell phone, laptop, or other electronic devices, etc.).

4.10.8 Designate a facility for supervised visitation areas with furniture and age-appropriate toys and games for CLIENTS ages birth (0) through seventeen (17) years.

4.10.9 Provide a written summary of supervised visits to the SSW on a weekly basis in a form and with content determined by SSA.

4.11 Transportation for Monitored and Supervised Visitation:

CONTRACTOR shall:

4.11.1 Provide transportation to CLIENTS who are dependents of the Orange County Juvenile Court in accordance with the SSW's referral, Juvenile Court order, CLIENT(S)'S Juvenile Court-ordered case plan, or SSA's request.

4.11.2 Ensure that every Transportation Specialist carries a valid Class C California driver's license and agency identification whenever any CLIENT or VISITOR is being transported.

4.11.3 Provide two (2) staff members to accompany CLIENT(S) during transportation when requested by SSA.

4.11.4 For Monitored Visitation, make every effort to provide the same Monitored Visitation and Transportation Specialist to CLIENT(S) throughout the term of the service delivery.

4.11.5 Prohibit Volunteer staff from providing transportation.

4.11.6 Provide transportation of parents and legal guardians of children who are dependents of the Orange County Juvenile Court only when one

ATTACHMENT E

of the visiting parties, (i.e., child, parent or legal guardian) resides outside of Orange County. Parents and legal guardians who reside in Orange County will not be transported within Orange County for visits with CLIENT(S) who also reside in Orange County.

4.11.7 Prior to transporting a parent or legal guardian of a CLIENT, review the Voluntary Transportation for "Intercounty Monitored/Supervised Visitation" form and obtain the signature of each parent or legal guardian who voluntarily accepts transportation services to support Monitored/Supervised Visitation.

4.11.8 Transport CLIENTS, parents or legal guardians between Orange County and contiguous counties as requested by the SSW, which may include transporting:

4.11.8.1 CLIENT(S), parents or legal guardians from an Orange County location to an out-of-county location.

4.11.8.2 CLIENT(S), parents or legal guardians from an out-of-county location to an Orange County location.

4.11.8.3 For monitored visitation between up to three (3) locations within Orange County or between Orange County and a contiguous county, except as otherwise limited in Subparagraph 4.11.6 of this Exhibit C.

4.11.8.4 Multiple CLIENTS for supervised visitation to and from a supervised visitation site within Orange County.

4.11.8.5 VISITOR or CLIENT from a central transportation location directly to the visitation place and back to the central transportation location when the visit will be monitored by CONTRACTOR.

4.11.8.6 VISITOR or CLIENT to and/or from the visitation site when the SSW designates a monitor other than CONTRACTOR.

4.11.9 Schedule transportation with VISITOR(S) and CLIENT(S)

1 caretakers via telephone and notify the SSW within two (2) business days when
2 a VISITOR fails to utilize pre-scheduled transportation arrangements.

3 4.11.10 Provide a minimum of seventy-five percent (75%) FTE
4 direct service staff that are proficient in Spanish.

5 4.11.11 Have available direct service staff proficient in
6 Vietnamese to serve the needs of Vietnamese monolingual CLIENTS.

7 4.11.12 Ensure that the smoke free environment provisions
8 pursuant to Paragraph 30 of this Agreement is adhered to by all persons,
9 including CONTRACTOR's staff, at all times.

10 4.12 Quality Assurance:

11 Utilization Review: ADMINISTRATOR will conduct Utilization Reviews
12 (URs) to evaluate CONTRACTOR's compliance with required documentation, record-
13 keeping, and service delivery performance. ADMINISTRATOR will determine the
14 frequency of URs and provide advance notification to CONTRACTOR to ensure that
15 specified staff are in attendance. ADMINISTRATOR will provide CONTRACTOR with
16 oral and written feedback regarding UR findings.

17 4.13 Staff Training and Supervision:

18 4.13.1 Staff Training:

19 4.13.1.1 CONTRACTOR shall be required to send staff to
20 COUNTY-sponsored training, as requested by ADMINISTRATOR.

21 4.13.1.2 At minimum and at no cost to COUNTY, an
22 initial seven (7) hour training course on spousal/partner abuse/domestic
23 violence issues must be completed within six (6) months of hiring date for the
24 Monitored Visitation Specialist, Transportation Specialist, and Student
25 Intern/Volunteer.

26 4.13.1.3 Each identified staff shall also complete one
27 (1) six (6) hour refresher training course on spousal/partner abuse/domestic
28 violence topics during the term of this Agreement.

4.13.1.4 Additionally and prior to working with CLIENTS, Student Intern/Volunteer shall complete a minimum of eight (8) hours of training provided by SSA in topics including dependency and financial services specific to the CFS population referred for services.

4.13.2 Supervision:

Program Supervisor I shall provide a minimum of one (1) hour of individual supervision per week to Monitored/Supervised Specialist and Transportation Specialist staff and two (2) hours of group supervision per month.

5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

In addition to providing the services described in Paragraph 4 of this Exhibit C, CONTRACTOR agrees to:

5.1 Provide services that are family-centered, family friendly, and culturally responsive.

5.2 Appear and testify at Juvenile Court hearings, when subpoenaed.

5.3 Prohibit volunteers and student interns employed under this Agreement from transporting CLIENTS under any circumstances.

5.4 Advise SSW where there is a reasonable cause to believe a FAMILY member may be abusing drugs and/or alcohol.

5.5 No Show Policy:

5.5.1 Comply with SSA's "no-show" policy, which requires the following actions:

5.5.2 Notify the SSW, SSW's supervisor, or OD by telephone immediately and not later than within twenty-four (24) hours, if a VISITOR fails to call CONTRACTOR at least twenty-four (24) hours in advance of a scheduled visit to reschedule a time within the same calendar (Sunday to Saturday) week. In such a case, CONTRACTOR must alert the SSW and document the missed appointment (no show) by sending a written "No Show" letter, to the

VISITOR in the appropriate primary language, with a copy to the SSW.

5.5.3 Suspend services if the VISITOR accumulates three (3) no-shows.

5.5.4 The SSW may reinstate the VISITOR(s) to receive services within ten (10) business days of receipt of the third No Show letter. A VISITOR may be reinstated only once during the service period; however, exceptions may be made by the SSW for a VISITOR with a court-ordered case plan. In such cases, the CONTRACTOR will schedule the reinstated VISITOR in the next available service slot.

5.5.5 Based on CONTRACTOR's staff availability, CONTRACTOR shall accommodate a VISITOR's request to reschedule a visit within the same week in order to avoid a no-show.

5.6 Special Incident Report Requirements:

5.6.1 CONTRACTOR must make telephone contact with the SSW, the SSW's supervisor, or the CFS OD immediately (voicemail is not acceptable) in the event of any incident of unusual, aggressive, or high-risk behavior by a CLIENT OR VISITOR, or if there are any injuries suffered by any party (CLIENT, VISITOR, CONTRACTOR's staff, or others) in the delivery of services to a SSA CLIENT. In the event CONTRACTOR is not able to speak directly with SSW, SSW's supervisor or CFS Officer of the Day, CONTRACTOR shall leave a voice message for the CFS Officer of the Day.

5.6.2 CONTRACTOR will document the incident by completing the Special Incident Report form provided by SSA. CONTRACTOR must submit the Special Incident Report to the CFS Program Liaison and Contract Administrator within one (1) business day of the incident and must place a copy in the CLIENT's case file.

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6. FACILITIES

6.1 Administrative services under this Agreement shall be provided at:
Orange County Child Abuse Prevention Center
2390 E. Orangewood Ave. Suite 300
Anaheim, CA 92806

6.2 CONTRACTOR and ADMINISTRATOR may agree in writing as to the facility(ies) and location(s) where services shall be provided without changing COUNTY's maximum obligation.

7. FAMILY CASE RECORDS

CONTRACTOR shall maintain case records on each CLIENT which shall include, but not be limited to:

7.1 Referral from ADMINISTRATOR;

7.2 Name, address and phone number of CLIENTS and VISITORS;

7.3 Birth date and sex of CLIENT;

7.4 Relationship of CLIENT(S) and VISITOR(S);

7.5 Date(s) and type of service;

7.6 Name of CLIENT's caregiver;

7.7 Identification of confidential placements to ensure confidentiality is maintained;

7.8 "Monitored/Supervised Visitation Agreement," if applicable;

7.9 "Monitored Visitation Summary" report(s), if applicable;

7.10 Supervised Visitation logs of CLIENT(S) and VISITOR(S) for each supervised visit;

7.11 "Voluntary Transportation Logs for Intercounty Monitored Visitation," if applicable;

7.12 Copies of no show correspondence, which indicates the date of the original letter was mailed, if applicable;

7.12.1 List all attempted and completed contacts with Senior

Social Worker, Social Worker's supervisor and/or CFS Officer of the Day which includes the date of the contact and brief summary.

7.13 Authorization to release information between COUNTY and CONTRACTOR:

7.14 For Monitored Visitation, case notes reflecting dates of telephone contacts with SSW, CLIENT, or VISITOR(S); and

7.15 All CLIENT records shall be retained at CONTRACTOR's facility.

8. REPORTS

In addition to the requirements in Subparagraph 4 of Exhibit C of this Agreement, CONTRACTOR shall prepare and submit to designated COUNTY's CFS staff written reports including, but not limited to:

8.1 Monitored Visitation Summary and Checklist

8.1.1 Required for each monitored visit on a form supplied by SSA.

8.1.2 Lists the date of contact with CLIENT and identifies each person present at the visit.

8.1.3 Includes appointments the parent(s) or authorized VISITOR(S) failed to keep.

8.1.4 Describes the monitor's specific role and contains clear, objective, specific observations about the interaction between CLIENT and VISITOR(S), including appropriate behavior, inappropriate behavior, or unmonitored contact (i.e., contact between the parties before or after the scheduled visit), and reports other significant information ascertained about the family. Any visit in which inappropriate or unauthorized contact occurs must be immediately communicated to the SSW, the SSW's supervisor or OD.

8.1.5 Must be reviewed and signed by CONTRACTOR's supervisory staff, and mailed to the SSW within five (5) business days following the visit.

8.1.6 Date summaries are delivered or mailed to SSA must be recorded.

8.2 Progress Reports:

Must be completed when requested by SSA on CLIENT(S) and/or VISITORS. Progress Reports must be based on a compilation of the "Monitored Visitation Summaries and Checklist," detailed in Subparagraph 8.1 of Exhibit C and case notes. Progress Reports must reflect dates of relevant telephone contacts if not noted on the Monitored Visitation Summary and Checklist and must be factual, objective, specific and devoid of personal opinions or recommendations.

8.3 Supervised Visitation Summary:

CONTRACTOR to submit summaries of supervised visits to the assigned SSA social workers on a weekly basis in a form and with content determined by SSA.

8.4 No Show Letter:

In compliance with Subparagraph 5.5 of Exhibit C, CONTRACTOR will send a copy of the No Show letter to the SSW each time one is required for a CLIENT. If the CLIENT'S primary language is other than English, CONTRACTOR will also send a copy of the English language version of the letter to the SSW. A copy of every No Show letter, in both languages, will also be filed in CLIENT's case file.

8.5 Workload Standards Report:

8.5.1 A monthly report detailing program activity will be due to Contract Administrator by the tenth (10th) calendar day of each month in a format approved by the Contract Administrator.

8.5.2 By the first and fifteenth of each month, CONTRACTOR shall complete and submit to ADMINISTRATOR, a referral report for all active cases, terminated cases, and those on the wait list. Referral report shall be

submitted on a format approved by ADMINISTRATOR.

9. MEETINGS

9.1 CONTRACTORS' Forum:

CONTRACTOR shall attend CONTRACTORS' Forum meetings, as scheduled by ADMINISTRATOR.

9.2 Family Team Meetings:

9.2.1 CONTRACTOR's direct service staff shall participate in Family Team Meetings at ADMINISTRATOR's request.

9.3 CONTRACTOR shall attend other service related meetings as requested by ADMINISTRATOR.

10. BUDGET FOR MONITORED AND SUPERVISED VISITATION WITH TRANSPORTATION SERVICES

10.1 The budget for the period July 1, 2017 through June 30, 2018, for services provided pursuant to Exhibit C of this Agreement is set forth as follows:

<u>SALARIES</u>	<u>FTE⁽¹⁾</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>Annual Budget</u>
<u>DIRECT SERVICE POSITIONS</u>			
Program Supervisor I	1.00	\$ 21.00	\$ 43,680.00
Monitored Visitation Specialist	2.00	14.00	58,240.00
Transportation Specialist	1.00	13.50	28,080.00
<u>DIRECT SERVICES POSITIONS BILINGUAL</u>			
Program Supervisor I (Bilingual Spanish)	1.00	21.50	44,720.00
Monitored Visitation Specialist (bi-lingual Spanish)	0.75	14.00	21,840.00
Monitored Visitation Specialist (bi-lingual Spanish)	0.75	15.00	23,400.00
Monitored Visitation Specialist (bi-lingual Spanish)	1.00	14.50	30,160.00
Monitored Visitation Specialist (bi-lingual Spanish)	0.75	14.75	23,010.00
Monitored Visitation Specialist			

ATTACHMENT E

(bi-lingual Spanish)	1.00	15.00	31,200.00
Monitored Visitation Specialist			
(bi-lingual Vietnamese)	0.75	15.25	23,790.00
Transportation Specialist			
(bi-lingual Spanish)	0.50	13.50	14,040.00
Transportation Specialist			
(bi-lingual Spanish)	0.50	14.00	14,560.00
SUBTOTAL SALARIES			\$356,720.00
DIRECT SERVICE BENEFITS ⁽³⁾ (21%)			74,911.20
SUBTOTAL DIRECT SERVICE SALARIES & BENEFITS			\$431,631.20
 <u>ADMINISTRATIVE POSITIONS</u>			
Executive Director	0.11	60.00	\$13,728.00
Director of Family Services	0.11	34.00	7,779.20
SUBTOTAL ADMINISTRATIVE SALARIES			21,507.20
ADMINISTRATIVE BENEFITS ⁽³⁾ (21%)			4,516.51
SUBTOTAL ADMINISTRATIVE SALARIES & BENEFITS			\$26,023.71
SUBTOTAL ALL SALARIES AND BENEFITS			\$457,654.91
 <u>SERVICES AND SUPPLIES</u>			
Independent Audit			\$3,200.00
Office Expense			5,000.00
Program Expense			3,615.43
Telephone			11,000.00
Mileage ⁽⁴⁾			58,429.73
SUBTOTAL SERVICES AND SUPPLIES			\$81,245.16
 <u>OPERATING EXPENSES</u>			
Facility Lease/Rent			\$42,000.00
Equipment Lease/Rental			2,000.00
Insurance			2,800.00
Computer Repairs & Maintenance			6,000.00
Dues and Subscription			100.00
Newsletter, Printing, Promotion			0.00
Postage			400.00
Travel/Education/Seminars ⁽⁵⁾			2,500.00
SUBTOTAL OPERATING EXPENSES			\$55,800.00
SUBTOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES			\$137,045.16

ATTACHMENT E

Indirect Costs ⁽⁶⁾ (7.5% of maximum obligation)	48,218.93
In-Kind Match (10%)	64,292.00
GRAND TOTAL	\$ 707,211.00
Less Match (10%)	<u>(64,292.00)</u>
TOTAL MAXIMUM COUNTY OBLIGATION FOR FY 2017-18	\$ 642,919.00

⁽¹⁾ For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. 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.

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

⁽³⁾ Medical, long-term disability, retirement, employee assistance, FICA, SUI, Workers' Compensation, sick time and vacation accrual limited to the period of employment during the term of this Agreement.

⁽⁴⁾ Mileage is limited to the amount allowed by IRS.

⁽⁵⁾ Travel costs will be in accordance with Title 41 CFR Chapter 301, Federal Travel Regulation; Maximum Per Diem Rates; Final Rules. Travel must be approved by ADMINISTRATOR in advance. CONTRACTOR shall be reimbursed for actual expenses of lodging up to the maximum allowed in Title 41 CFR Chapter 301, Travel Allowances. CONTRACTOR shall be reimbursed for per diem rate paid to employees for meals and incidental expenses incurred during travel up to the maximum allowed in Title 41 CFR Chapter 301, Travel Allowances.

⁽⁶⁾Indirect Costs Items include but limited to: Director of Finance, Operations, and Support, Human Resources Manager, and Information Technology Administrator, Payroll and Accounting Specialist, Office Manager, Administrative Assistant, Communications Coordinator and Executive Assistant.

ATTACHMENT E

10.2 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum obligation as stated in Subparagraph 19.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 45.4 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 19.1, CONTRACTOR and ADMINISTRATOR may mutually agree to proportionately reduce the service goals as set forth in this Exhibit. Any agreement must be in writing.

11. STAFFING REQUIREMENTS:

11.1 Proof of education and experience may be required for the following positions listed below. Any exceptions to the experience and/or education qualifications will require pre-approval in writing from the Contract Administrator.

11.2 Direct service staff are required to be fluent in and possess the ability to prepare written reports in English. In addition, direct service staff must be proficient in the ability to speak and write in the specified second language (i.e., English, Spanish, or Vietnamese).

11.3 Visitations will be monitored and/or supervised by Monitored Visitation Specialists. Transportation will be provided by Transportation Specialists and may be provided by Monitored Visitation Specialists, when necessary.

11.4 Monitored Visitation Specialist and Transportation Specialist staff must:

11.4.1 Handle scheduling and reporting of VISTOR(S) who fail to complete the total transportation arrangement.

11.4.2 Possess a valid Class Three (3) California Driver's license, and have the ability to drive long distances.

11.4.3 Complete training on the safe transportation of children, including but not limited to training on proper utilization of car seats and other automobile safety features.

11.4.4 Complete any reports required by SSA.

11.5 In addition to the initial seven (7) hour training requirement specified in Subparagraph 4.13 of Exhibit C, all direct service staff must:

11.5.1 Complete twenty (20) hours of on-going training per year in child abuse issues, parenting techniques, and training that includes the following topics: Historical perspective and definitions of child abuse, elements of physical and sexual abuse, primary dynamics of child abuse, characteristics of abusive families, failure to thrive, parenting techniques, case management, other topics specific to the population served.

11.5.2 Possess current Cardiopulmonary Resuscitation (CPR) and First Aid basic certification.

11.6 All Transportation Specialist staff must enroll into the California Department of Motor Vehicles (DMV) Employer Pull Notice Program

CONTRACTOR shall provide the following described staff positions:

11.7 Executive Director

Duties:

11.7.1 Responsible for carrying out the overall objectives of the programs and Administrator policies and for insuring that all fiscal procedures are followed correctly.

11.7.2 Responsible for supervising program development, structure and implementation of all CONTRACTOR's programs.

Qualifications:

11.7.3 Master's degree in organizational management, psychology, mental health, or social work.

11.7.4 Five (5) years experience in the administration of a

community-based organization.

11.8 Director of Family Services

Duties:

11.8.1 Oversee and direct supervision of Program Supervisor(s) I of the Monitored and Supervised Visitation with Transportation services program.

11.8.2 Provide clinical support and review to the program and assigned staff.

Qualifications:

11.8.3 Master's degree in organizational management, psychology, sociology, social work, or related field.

11.8.4 Minimum two (2) years of experience in the development and administration of social services and direct delivery of protective services, or an area closely related to protective services.

11.9 Program Supervisor I

Duties:

11.9.1 Oversee and supervise daily operation of the Monitored and Supervised Visitation with Transportation Services program.

11.9.2 Recruit, hire and train all program staff.

11.9.3 Provides a minimum of one (1) hour of individual supervision per week to Monitored Visitation Specialist and Transportation Specialist staff, and two (2) hours of group supervision per month as described in Subparagraph 4.13.2 of Exhibit C.

11.9.4 Ensure visitations are scheduled in a timely manner, appropriate staff is assigned to CLIENTS and VISITORS, and communication remains open among CONTRACTOR staff, ADMINISTRATOR, CLIENTS, VISITORS and caregivers.

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11.9.5 Ensure services meet ethnic and linguistic needs of CLIENTS and VISITORS.

11.9.6 Review, and approve in writing, all "Monitored Visitation Summaries," pursuant to Subparagraph 8.1 of Exhibit C.

11.9.7 Ensure quality control and consumer satisfaction.

11.9.8 Ensure all reports are compiled and submitted to ADMINISTRATOR in a timely manner.

11.9.9 Ensure program meets all contract guidelines, goals and objectives.

Qualifications:

11.9.10 Bachelor's degree in psychology, sociology, social work, or a related field; and

11.9.11 Minimum one (1) year of experience providing direct services in the human services field.

11.10 Monitored/Supervised Visitation Specialist

Duties:

11.10.1 Demonstrate the ability to recognize problem behavior and inappropriate interaction between parents and children, and to intervene appropriately.

11.10.2 Have the ability to devise and implement action plans in the event of an emergency, as well as handle clients who may exhibit hostility or challenging behavior.

11.10.3 Demonstrate the ability to identify when and how a monitored visit needs to be terminated. When a visit is terminated, the monitor must notify the SSW by telephone no later than twenty-four (24) hours following the terminated visit.

11.10.4 Maintain telephonic contact with the SSW at least monthly to advise status and concerns about the visits.

11.10.5 Handle scheduling and reporting of VISTOR(S) who fail to complete the total transportation arrangement.

11.10.6 Complete any reports required by SSA.

Qualifications:

11.10.7 Bachelor's degree in psychology, social work, human behavior, or related field, and six (6) months experience working with youth and families in a social service setting; or

11.10.8 Associate of Arts degree in human behavior and two (2) years of experience working with youth and families in a human service setting; and

11.10.9 An understanding of the Juvenile Dependency Court system and the dynamics of child abuse;

11.10.10 Ability to remain aware and alert during visits that can last up to four (4) hours;

11.10.11 Ability to devise and implement action plans in the event of an emergency;

11.10.12 Ability to recognize symptoms of problem behavior and conditions of adults and children indicative of inappropriate interactions between them, and to intervene appropriately;

11.10.13 Ability to work effectively with others under stressful conditions;

11.10.14 Completion of Cornell's Therapeutic Crisis Intervention or ProAct certification;

11.10.15 Possess a valid Class C California Driver's license, and have the ability to drive long distances; and

11.10.16 Complete training on the safe transportation of children, including but not limited to training on proper utilization of car seats and other automobile safety features.

11.11 Transportation Specialist

Duties:

11.11.1 Transport CLIENTS and VISITORS to and from visitation sites, including out-of-county sites.

11.11.2 Handle scheduling and reporting of VISITOR(S) who fail to complete the total transportation arrangement.

11.11.3 Document the date, time and mileage of each visit along with problems occurring during the transport and report problems to Program Supervisor I immediately.

11.11.4 Complete any reports required by SSA.

Qualifications:

11.11.5 High school diploma and a minimum age of twenty-one (21) years;

11.11.6 A demonstrated understanding of families in crisis;

11.11.7 A valid Class C California driver's license with no serious traffic violations;

11.11.8 Proof of current automobile insurance, which can be verified by a clearance from the California Department of Motor Vehicles (DMV);

11.11.9 Must enroll into the California DMV Employer Pull Notice Program;

11.11.10 CPR and First Aid basic certification; and

11.11.11 Complete training on the safe transportation of children, including but not limited to training on proper utilization of car seats and other automobile safety features.

11.12 Student Intern and/or Volunteer

Duties:

11.12.1 Under the supervision of Program Supervisor I or Monitor

Visitation Specialist, provide supplemental services and additional resources to program and/or CLIENTS, as needed.

Minimum Qualifications:

11.12.2 Minimum of eighteen (18) years of age.

11.12.3 Complete DMV background check, and TB testing.

11.12.4 Applicable to Student Intern only: Must be enrolled in a Bachelor's degree program in social work, sociology, psychology, or a related field.

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