

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~~ This AGREEMENT, entered into this 1st day of July ~~2016~~ 2017, which
10 date is particularized for purpose of reference only, is by and between the
11 COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and ORANGE COUNTY CHILD
12 ABUSE PREVENTION CENTER, a California non-profit corporation, qualified to
13 transact interstate business in the State of California, hereinafter referred
14 to as "CONTRACTOR." This Agreement shall be administered by the County of
15 Orange 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, ~~2016~~ 2017, and terminate on June 30, ~~2017~~ 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, ~~shall be~~ 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.

1 5.2 In the performance of this Agreement, CONTRACTOR shall comply,
2 ~~unless waived in whole or in part by ADMINISTRATOR~~, with all applicable
3 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
4 the Code of Federal Regulations (CFR); implementing regulations under 2 CFR
5 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit
6 Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable
7 laws and regulations of the United States, State of California, County of
8 Orange Social Services Agency and all administrative regulations, rules and
9 policies adopted thereunder as each and all may now exist or be hereafter
10 amended.

11 5.2.1 For Federally funded Agreements in the amount of \$25,000
12 or more, CONTRACTOR certifies that its officers and/or principals are not
13 debarred or suspended from Federal financial assistance programs and/or
14 activities.

15 5.3 CONTRACTOR shall cooperate with the California Department of
16 Social Services (CDSS) on the implementation, monitoring, and evaluation of
17 the State's Child Abuse and Neglect Prevention and Intervention Program, and
18 shall comply, to the mutual satisfaction of COUNTY and CDSS, with any and all
19 reporting and evaluation requirements established by CDSS.

20 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

21 6.1 Delegation and Assignment:

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

1 be deemed an assignment of benefits under the terms of this Agreement
2 requiring COUNTY approval. ~~shall be void unless approved by COUNTY.~~

3 6.2 Subcontracts:

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

11 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

12 7.1 Form of Business Organization:

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

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

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

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

26 7.2 Change in Form of Business Organization:

27 If during the term of this Agreement the form of CONTRACTOR's
28 business organization changes, or the ownership of CONTRACTOR changes, or

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

6 7.3 Real Property Disclosure:

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

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

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

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

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

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

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

27 7.3.3.4 The full names and addresses of all parties
28 to any agreement concerning the real property and a listing of liens (if any)

1 thereof, together with a listing by full names and addresses of all officers,
2 directors and stockholders of any private corporation, and a similar listing
3 of all general and limited partners of any partnership which is a party.

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

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

25 8. NON-DISCRIMINATION

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

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

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

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

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

18 8.5 Non-Discrimination in Employment:

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

1 ///

2 8.5.2 CONTRACTOR shall refer any and all employees desirous of
3 filing a formal discrimination complaint to:

4 California Department of Social Services

5 Public Inquiry and Response Bureau

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

7 Sacramento, CA 95814

8 Telephone: (800) 952-5253

9 (800) 952-8349 (For the hard of hearing)

10 8.6 Non-Discrimination in Service Delivery:

11 8.6.1 CONTRACTOR shall comply with Titles VI and VII of the
12 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
13 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
14 Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II
15 of the Americans with Disabilities Act of 1990, as amended; California Civil
16 Code Section 51 et seq., as amended; California Government Code (CGC) Sections
17 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
18 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-
19 98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8);
20 Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996;
21 and other applicable Federal and State laws, as well as their implementing
22 regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15;
23 and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
24 Opportunity, Affirmative Action and Nondiscrimination as each may now exist or
25 be hereafter amended. CONTRACTOR shall not implement any administrative
26 methods or procedures which would have a discriminatory effect or which would
27 violate the California Department of Social Services (CDSS) Manual of Policies
28 and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations

1 of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or
2 other legal remedies in accordance with WIC Section 10605, or CGC Sections
3 11135-11139.5, or any other laws, or the issue may be referred to the
4 appropriate Federal agency for further compliance action and enforcement of
5 Subparagraph 8.6 et seq.

6 8.6.2 CONTRACTOR shall provide any and all clients desirous of
7 filing a formal complaint any and all information as appropriate:

8 8.6.2.1 Pamphlet: "Your Rights Under California
9 Welfare Programs" (PUB 13)

10 8.6.2.2 Discrimination Complaint Form

11 8.6.2.3 Civil Rights Contacts:

12 County Civil Rights Contact:

13 Orange County Social Services Agency

14 Program Integrity

15 Attn: Civil Rights Coordinator

16 P.O. Box 22001

17 Santa Ana, CA 92702-2001

18 Telephone: (714) 438-8877

19 State Civil Rights Contact:

20 California Department of Social Services

21 Civil Rights Bureau

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

23 Sacramento, CA 94244-2430

24 Federal Civil Rights Contact:

25 U.S. Department of Health and Human Services

26 Office of Civil Rights

27 50 U.N. Plaza, Room 322

28 San Francisco, CA 94102

1 9. NOTICES

2 9.1 All notices, requests, claims, correspondence, reports, and/or
3 statements authorized or required by this Agreement, and/or other
4 communications shall be addressed as follows:

5 COUNTY: County of Orange Social Services Agency
6 Contract Services
7 500 N. State College Blvd, Suite #100
8 Orange, CA 92868

9
10 CONTRACTOR: Orange County Child Abuse Prevention Center
11 2390 E. Orangewood Avenue, Suite 300
12 Anaheim, CA 92806

13 9.2 All notices shall be deemed effective when in writing and
14 deposited in the United States mail, first class, postage prepaid and
15 addressed as above. Any notices, claims, correspondence, reports and/or
16 statements authorized or required by this Agreement addressed in any other
17 fashion shall be deemed not given. ~~ADMINISTRATOR and CONTRACTOR may mutually~~
18 ~~agree in writing to change the addresses to which notices are sent. The~~
19 Parties each may designate by written notice from time to time, in the manner
20 aforesaid, any change in the address to which notices must be sent.

21 10. NOTICE OF DELAYS

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

27 11. INDEMNIFICATION

28 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in

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

13 12. INSURANCE

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

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

28 12.3 All self-insured retentions (SIRs) ~~and deductibles~~ shall be

1 clearly stated on the Certificate of Insurance. ~~If no SIRs or deductibles~~
2 ~~apply, indicate this on the Certificate of Insurance with a zero (0) by the~~
3 ~~appropriate line of coverage.~~ Any self-insured retention (SIR) ~~or deductible~~
4 in an amount in excess of ~~\$25,000~~ fifty thousand dollars (\$50,000) ~~(\$5,000 for~~
5 ~~automobile liability)~~, shall specifically be approved by the County Executive
6 ~~Office (CEO)/Office of Risk Management~~ COUNTY's Risk Manager, or designee,
7 upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's
8 SIR is approved, CONTRACTOR, in addition to, and without limitation of, any
9 other indemnity provision(s) in the Agreement, agrees to all of the following:

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

15 12.3.2 CONTRACTOR's duty to defend, as stated above, shall be
16 absolute and irrespective of any duty to indemnify or hold harmless; and

17 12.3.3 The provisions of California Civil Code Section 2860
18 shall apply to any and all actions to which the duty to defend state above
19 applies, and CONTRACTOR'S SIR provisions shall be interpreted as though
20 CONTRACTOR was an insurer and COUNTY was the insured.

21 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
22 the full term of this Agreement, COUNTY may terminate this Agreement.

23 12.5 Qualified Insurer:

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

1 to do business in the state of California (California Admitted Carrier).

2 12.6 If the insurance carrier does not have an A.M. Best Rating of A-
 3 /VIII, the CEO/Office of Risk Management retains the right to approve or
 4 reject a carrier after a review of the company's performance and financial
 5 rating.

6 12.7 The policy or policies of insurance maintained by CONTRACTOR shall
 7 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

8 12.8 Required Coverage Forms:

9 12.8.1 Commercial General Liability coverage shall be written on
 10 Insurance Services Office (ISO) form CG 00 01 or a substitute form providing
 11 liability coverage at least as broad.
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1 12.8.2 Business Auto Liability coverage shall be written on ISO
2 form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing
3 coverage at least as broad.

4 12.9 Required Endorsements:

5 12.9.1 Commercial General Liability policy shall contain the
6 following endorsements, which shall accompany the Certificate of Insurance:

7 12.9.1.1 An Additional Insured endorsement using ISO
8 form CG ~~2010 or CG 2033~~ 20 26 04 13, or a form at least as broad, naming the
9 County of Orange, its elected and appointed officials, officers, agents and
10 employees, as Additional Insureds or provide blanket coverage, which will
11 state AS REQUIRED BY WRITTEN CONTRACT.

12 12.9.1.2 A primary non-contributing endorsement using
13 ISO form CG 20 01 04 13, or a form at least as broad, evidencing that
14 CONTRACTOR's insurance is primary and any insurance or self-insurance
15 maintained by the County of Orange shall be excess and non-contributing.

16 12.9.2 The Network Security and Privacy Liability policy shall
17 contain the following endorsements which shall accompany the Certificate of
18 Insurance.

19 12.9.2.1 An Additional Insured endorsement naming the
20 County of Orange, its elected and appointed officials, officers, agents and
21 employees as Additional Insureds for its vicarious liability.

22 12.9.2.2 A primary and non-contributing endorsement
23 evidencing that the CONTRACTOR's insurance is primary and any insurance or
24 self-insurance maintained by the County of Orange shall be excess and non-
25 contributing.

26 ~~12.10 All insurance policies required by this Agreement shall waive all~~
27 ~~rights of subrogation against the County of Orange, its elected and appointed~~
28 ~~officials, officers, agents and employees when acting within the scope of~~

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

6 12.11 ~~The Workers' Compensation policy shall contain a waiver of~~
7 ~~subrogation endorsement waiving all rights of subrogation against the County~~
8 ~~of Orange, its elected and appointed officials, officers, agents and~~
9 ~~employees.~~ All insurance policies required by this Agreement shall waive all
10 rights of subrogation against the County of Orange, its elected and appointed
11 officials, officers, agents and employees when acting within the scope of
12 their appointment or employment.

13 12.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days
14 of any policy cancellation and ten (10) days for non-payment of premium and
15 provide a copy of the cancellation notice to COUNTY. Failure to provide
16 written notice of cancellation may constitute a material breach of the
17 contract, upon which the COUNTY may suspend or terminate this Agreement.

18 12.13 If CONTRACTOR's Professional Liability and Network Security &
19 Privacy Liability policy are a "claims made" policy, CONTRACTOR shall agree to
20 maintain Professional Liability and Network Security & Privacy Liability
21 coverage for two (2) years following completion of this Agreement.

22 12.14 The Commercial General Liability policy shall contain a
23 severability of interests clause also known as a "separation of insureds"
24 clause (standard in the ISO CG 0001 policy).

25 12.15 Insurance certificates should be mailed to COUNTY at the address
26 indicated in Paragraph 9 of this Agreement.

27 12.16 If CONTRACTOR fails to provide the insurance certificates and
28 endorsements within seven (7) days of notification by CEO/County Procurement

1 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

2 12.17 COUNTY expressly retains the right to require CONTRACTOR to
3 increase or decrease insurance of any of the above insurance types throughout
4 the term of this Agreement. Any increase or decrease in insurance will be as
5 deemed by County of Orange Risk Manager as appropriate to adequately protect
6 COUNTY.

7 12.18 COUNTY shall notify CONTRACTOR in writing of changes in the
8 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
9 certificates of insurance and endorsements with COUNTY incorporating such
10 changes within thirty (30) days of receipt of such notice, this Agreement may
11 be in breach without further notice to CONTRACTOR, and COUNTY shall be
12 entitled to all legal remedies.

13 12.19 The procuring of such required policy or policies of insurance
14 shall not be construed to limit CONTRACTOR's liability hereunder nor to
15 fulfill the indemnification provisions and requirements of this Agreement, nor
16 act in any way to reduce the policy coverage and limits available from the
17 insurer.

18 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

19 CONTRACTOR shall report to COUNTY:

20 13.1 Any accident or incident relating to services performed under this
21 Agreement ~~which~~ **that** involves injury or property damage which may result in
22 the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such
23 report shall be made in writing within twenty-four (24) hours of occurrence.

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

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1 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
2 property. Such report shall be submitted to COUNTY within twenty-four (24)
3 hours of occurrence.

4 13.4 Any loss, disappearance, destruction, misuse or theft of any kind
5 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR
6 under the term of this Agreement. Such report shall be submitted to COUNTY
7 within twenty-four (24) hours of occurrence.

8 14. CONFLICT OF INTEREST

9 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
10 any actions or conditions that could result in a conflict with the best
11 interests of COUNTY. This obligation shall apply to CONTRACTOR and
12 CONTRACTOR's employees, volunteers, agents, relatives, subcontractors and
13 third parties associated with accomplishing the work hereunder.

14 14.2 CONTRACTOR's efforts shall include, but not be limited to,
15 establishing precautions to prevent its employees or agents from making,
16 receiving, providing, or offering gifts, entertainment, payments, loans or
17 other considerations which could be deemed to appear to influence individuals
18 to act contrary to the best interests of COUNTY.

19 15. ANTI-PROSELYTISM PROVISION

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

24 16. SUPPLANTING GOVERNMENT FUNDS

25 CONTRACTOR shall not supplant any Federal, State or COUNTY funds
26 intended for the purposes of this Agreement with any funds made available
27 under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY
28 for, or apply sums received from COUNTY with respect to, that portion of its

1 obligations which have been paid by another source of revenue. CONTRACTOR
2 agrees that it shall not use funds received pursuant to this Agreement, either
3 directly or indirectly, as a contribution or compensation for purposes of
4 obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY
5 program without prior written approval of ADMINISTRATOR.

6 17. EQUIPMENT

7 17.1 All items purchased with funds provided under this Agreement, or
8 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of
9 at least five thousand dollars (\$5,000), including sales tax, shall be
10 considered Capital Equipment. Title to all Capital Equipment shall, upon
11 purchase, vest and remain in COUNTY. The use of such items of Capital
12 Equipment is limited to the performance of this Agreement. Upon the
13 termination of this Agreement, CONTRACTOR shall immediately return any items
14 of Capital Equipment to COUNTY or its representatives, or dispose of them in
15 accordance with the directions of ADMINISTRATOR.

16 CONTRACTOR further agrees to the following:

17 17.1.1 To maintain all items of Capital Equipment in good
18 working order and condition, normal wear and tear excepted.

19 17.1.2 To label all items of Capital Equipment, do periodic
20 inventories as required by ADMINISTRATOR and to maintain an inventory list
21 showing where and how the Capital Equipment is being used, in accordance with
22 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
23 ADMINISTRATOR within ten (10) days of any request therefore.

24 17.1.3 To report in writing to ADMINISTRATOR immediately after
25 discovery, the loss or theft of any items of Capital Equipment. For stolen
26 items, the local law enforcement agency must be contacted and a copy of the
27 police report submitted to ADMINISTRATOR.

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1 17.1.4 To purchase a policy or policies of insurance covering
2 loss or damage to any and all Capital Equipment purchased under this
3 Agreement, in the amount of the full replacement value thereof, providing
4 protection against the classification of fire, extended coverage, vandalism,
5 malicious mischief and special extended perils (all risks) covering the
6 parties' interests as they appear.

7 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be
8 requested in writing, shall require the prior written approval of
9 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
10 appropriate and directly related to CONTRACTOR's service or activity under the
11 terms of this Agreement. COUNTY may refuse reimbursement for any costs
12 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
13 if prior written approval has not been obtained from ADMINISTRATOR.

14 17.3 Personal Computer Equipment:

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

18 18. BREACH SANCTIONS

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

24 18.1 Afford CONTRACTOR a time period within which to cure the breach,
25 which period shall be established by ADMINISTRATOR; and/or

26 18.2 Discontinue reimbursement to CONTRACTOR for and during the period
27 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
28 later recovery; and/or

1 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
2 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

5 19. PAYMENTS

6 19.1 Maximum Contractual Obligation:

7 The maximum obligation of COUNTY under this Agreement shall be
8 \$1,144,287 or actual allowable costs, whichever is less.

9 19.2 Allowable Costs:

10 During the term of this Agreement, COUNTY shall pay CONTRACTOR
11 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
12 pursuant to this Agreement, as defined in 2 CFR, Part 230 or as approved by
13 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR
14 for anticipated allowable costs that will be incurred by CONTRACTOR for June
15 2018, during the month of such anticipated expenditure.

16 19.3 Match:

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

26 19.4 Claims:

27 19.4.1 CONTRACTOR shall submit monthly claims to be received by
28 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for

1 expenses incurred in the preceding month. In the event the twentieth (20th)
2 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the
3 claim the next business day. COUNTY holidays include New Year's Day, Martin
4 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
5 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
6 Friday after Thanksgiving, and Christmas Day.

7 19.4.2 All claims must be submitted on a form approved by
8 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
9 source documents with the monthly claim, including, inter alia, a monthly
10 statement of services, general ledgers, supporting journals, time sheets,
11 invoices, canceled checks, receipts and receiving records, some of which may
12 be required to be copied. Source documents that CONTRACTOR must submit shall
13 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
14 shall retain all financial records in accordance with Paragraph 24 (Records,
15 Inspections, and Audits) of this Agreement.

16 19.4.3 Payments should be released by COUNTY within a reasonable
17 time period of approximately thirty (30) days after receipt of a correctly
18 completed claim form and required supporting documentation.

19 19.4.4 Year End and Final Claims:

20 19.4.4.1 CONTRACTOR shall submit a final claim by no
21 later than August 30, 2018. Claims received after August 30th may, at
22 ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify
23 the date upon which the final claim must be received, upon written notice to
24 CONTRACTOR.

25 19.4.4.2 The basis for final settlement shall be the
26 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 230,
27 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,
28 to the maximum obligation of COUNTY. In the event that any overpayment has

1 been made, COUNTY may offset the amount of the overpayment against the final
2 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
3 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
4 Nothing herein shall be construed as limiting the remedies of COUNTY in the
5 event an overpayment has been made.

6 20. OVERPAYMENTS

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

20 21. OUTSTANDING DEBT

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

24 22. FINAL REPORT

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

1 to modify the date upon which the final report must be submitted.

2 23. INDEPENDENT AUDIT

3 23.1 CONTRACTOR shall employ a licensed certified public accountant who
4 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of
5 related expenditures during the term of this Agreement in compliance with the
6 ~~OMB Circular A 133, Audits of States, Local Governments and Non Profit~~
7 ~~Organizations~~ 31 USC 7501-7507, as well as its implementing regulations under
8 2 CFR Part 200, Uniform Administrative, Cost Principals, and Audit Regulations
9 for Federal Awards. The audit must be performed in accordance with generally
10 accepted government auditing standards and Title 2 CFR Part 230. CONTRACTOR
11 shall cooperate with COUNTY, State and/or Federal agencies to ensure that
12 corrective action is taken within six (6) months after issuance of all audit
13 reports with regard to audit exceptions.

14 23.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle
15 covers July 1 through June 30. CONTRACTOR agrees to provide ADMINISTRATOR
16 with a copy of its organization-wide audit for the period of July 1, 2017
17 through June 30, 2018 by August 30, 2018. Failure of CONTRACTOR to provide a
18 copy of the organization-wide audits, for the period July 1, 2017, through
19 June 30, 2018, shall be sufficient cause for ADMINISTRATOR, in its sole
20 discretion, to deny payment under this or any subsequent Agreement with
21 CONTRACTOR until such time as the required audits are provided to
22 ADMINISTRATOR. ADMINISTRATOR may, in its sole discretion, modify the date
23 upon which the organization-wide audits must be received, upon notice to
24 CONTRACTOR.

25 24. RECORDS, INSPECTIONS AND AUDITS

26 24.1 Financial Records:

27 24.1.1 CONTRACTOR shall prepare and maintain accurate and
28 complete financial records. Financial records shall be retained, by

1 CONTRACTOR, for a minimum of five (5) years from the date of final payment
2 under this Agreement or until all pending COUNTY, State and Federal audits are
3 completed, whichever is later.

4 24.1.2 CONTRACTOR shall establish and maintain reasonable
5 accounting, internal control and financial reporting standards in conformity
6 with generally accepted accounting principles established by the American
7 Institute of Certified Public Accountants and to the satisfaction of
8 ADMINISTRATOR.

9 24.2 Client Records:

10 24.2.1 CONTRACTOR shall prepare and maintain accurate and
11 complete records of clients served and dates and type of services provided
12 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

13 24.2.2 ~~All client records related to services provided under the~~
14 ~~terms of this Agreement shall be retained by~~ CONTRACTOR shall keep all COUNTY
15 data provided to CONTRACTOR during the term(s) of this Agreement for a minimum
16 of five (5) years from the date of final payment under this Agreement or until
17 all pending COUNTY, State and Federal audits are completed, whichever is
18 later. These records shall be stored in Orange County, unless CONTRACTOR
19 requests and COUNTY provides written approval for the right to store the
20 records in another county. Notwithstanding anything to the contrary, upon
21 termination of this Agreement, CONTRACTOR shall relinquish control with
22 respect to ~~client records~~ COUNTY data in accordance with Subparagraph 45.2.

23 24.2.3 COUNTY may refuse payment for a claim if client records
24 are determined by COUNTY to be incomplete or inaccurate. In the event client
25 records are determined to be incomplete or inaccurate after payment has been
26 made, COUNTY may treat such payment as an overpayment within the provisions of
27 this Agreement.

28 24.3 Public Records:

1 ~~With the exception of client records or other records referenced~~
2 ~~in Paragraph 32, entitled Confidentiality.~~ To the extent permissible under the
3 law, all records, including but not limited to, reports, audits, notices,
4 claims, statements and correspondence, required by this Agreement may be
5 subject to public disclosure. COUNTY will not be liable for any such
6 disclosure.

7 24.4 Inspections and Audits:

8 24.4.1 The U.S. Department of Health and Human Services,
9 Comptroller General of the United States, Director of CDSS, State Auditor-
10 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
11 Department, or any of their authorized representatives, shall have access to
12 any books, documents, papers and records, including medical records, of
13 CONTRACTOR which any of them may determine to be pertinent to this Agreement
14 for the purpose of financial monitoring. Further, all the above mentioned
15 persons have the right at all reasonable times to inspect or otherwise
16 evaluate the work performed or being performed under this Agreement and the
17 premises in which it is being performed.

18 24.4.2 CONTRACTOR shall make its books and financial records
19 available within the borders of Orange County within ten (10) days of receipt
20 of written demand by ADMINISTRATOR.

21 24.4.3 In the event CONTRACTOR does not make available its books
22 and financial records within the borders of Orange County, CONTRACTOR agrees
23 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
24 designee, necessary to obtain CONTRACTOR's books and financial records.

25 24.4.4 CONTRACTOR shall pay to COUNTY the full amount of
26 COUNTY's liability to the State or Federal government or any agency thereof
27 resulting from any disallowances or other audit exceptions to the extent that
28 such liability is attributable to CONTRACTOR's failure to perform under this

1 Agreement.

2 24.5 Evaluation Studies:

3 24.5.1 CONTRACTOR shall participate as requested by COUNTY in
4 research and/or evaluative studies designed to show the effectiveness and/or
5 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
6 project.

7 25. PERSONNEL DISCLOSURE

8 25.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
9 all personnel providing services hereunder, including résumés and job
10 applications. Changes to the list will be immediately provided to
11 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
12 application. The list shall include:

13 25.1.1 Names and dates of birth of all full or part-time
14 personnel by title, including volunteer personnel, whose direct services are
15 required to provide the programs described herein;

16 25.1.2 A brief description of the functions of each position and
17 the hours each person works each week; or for part-time personnel, each day or
18 month, as appropriate;

19 25.1.3 The professional degree, if applicable, and experience
20 required for each position; and

21 25.1.4 The language skill, if applicable, for all personnel.

22 25.2 Where authorized by law, CONTRACTOR's employment applications
23 shall require applicants to provide detailed information regarding the
24 conviction of a crime by any court, for offenses other than minor traffic
25 offenses. Information not disclosed in the employment application discovered
26 subsequent to the hiring or promotion of any applicant shall be cause for
27 termination of that employee from the performance of services under this
28 Agreement.

1 25.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
2 COUNTY, a clearance on the following public websites the names and dates of
3 birth for all employees and/or volunteers who will have direct, interactive
4 contact with clients served through this Agreement: U.S. Department of Justice
5 National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender
6 Registry (www.meganslaw.ca.gov).

7 25.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
8 COUNTY, a criminal record background check on all employees (direct service
9 and administrative) funded through this Agreement and also all non-funded
10 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,
11 interactive contact with clients served through this Agreement. Background
12 checks conducted through the California Department of Justice shall include a
13 check of the California Central Child Abuse Index, when
14 applicable. Candidates will satisfy background checks consistent with this
15 paragraph and their performance of services under this Agreement.

16 25.5 In the event a record is revealed through the processes described
17 in Subparagraphs 25.3 and 25.4, COUNTY will be available to consult with
18 CONTRACTOR on appropriateness of personnel providing services through this
19 Agreement.

20 25.6 CONTRACTOR warrants that all persons employed or otherwise
21 assigned by CONTRACTOR to provide services under this Agreement have
22 satisfactory past work records and/or reference checks indicating their
23 ability to perform the required duties and accept the kind of responsibility
24 anticipated under this Agreement. CONTRACTOR shall maintain records of
25 background investigations and reference checks undertaken and coordinated by
26 CONTRACTOR for each employee and/or volunteer assigned to provide services
27 under this Agreement for a minimum of five (5) years from the date of final
28 payment under this Agreement or until all pending COUNTY, State and Federal

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

3 25.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
4 arrest and/or subsequent conviction, for offenses other than minor traffic
5 offenses, of any paid employee and/or volunteer staff performing services
6 under this Agreement, when such information becomes known to CONTRACTOR.
7 ADMINISTRATOR may determine whether such employee and/or volunteer may
8 continue to provide services under this Agreement and shall provide notice of
9 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
10 with ADMINISTRATOR's decision shall be deemed a material breach of this
11 Agreement, pursuant to Paragraph 18 above.

12 25.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's
13 staff performing work hereunder and any proposed changes in CONTRACTOR's
14 staff.

15 25.9 COUNTY shall have the right to require CONTRACTOR to remove any
16 employee from the performance of services under this Agreement. At the
17 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

18 25.10 CONTRACTOR shall notify COUNTY immediately when staff is
19 terminated for cause from working on this Agreement.

20 25.11 Disqualification, if any, of CONTRACTOR staff, pursuant to
21 Paragraph 25, shall not relieve CONTRACTOR of its obligation to complete all
22 work in accordance with the terms and conditions of this Agreement.

23 26. EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

13 27. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

14 27.1 In order to comply with child support enforcement requirements of
15 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
16 of the award of this Agreement:

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

1 27.2 The failure of CONTRACTOR to timely submit the data or
2 certifications required by subsections (a), (b), (c), or (d), or to comply
3 with all Federal and State employee reporting requirements for child support
4 enforcement or to comply with all lawfully served Wage and Earnings Assignment
5 Orders and Notices of Assignment shall constitute a material breach of this
6 Agreement, and failure to cure such breach within sixty (60) calendar days of
7 notice from COUNTY shall constitute grounds for termination of this Agreement.

8 27.3 It is expressly understood that this data will be transmitted to
9 governmental agencies charged with the establishment and enforcement of child
10 support orders, and for no other purpose.

11 28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

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

1 30. SMOKE FREE ENVIRONMENT

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

6 31. UNATTENDED CHILD IN MOTOR VEHICLE ACT

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

12 32. CONFIDENTIALITY

13 32.1 CONTRACTOR agrees to maintain the confidentiality of its records
14 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
15 and all other provisions of law, and regulations promulgated thereunder
16 relating to privacy and confidentiality, as each may now exist or be hereafter
17 amended.

18 32.2 All records and information concerning any and all persons
19 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
20 kept confidential by CONTRACTOR and CONTRACTOR's employees, volunteers,
21 agents, and subcontractors ~~CONTRACTOR's staff, agents, employees and~~
22 ~~volunteers~~. CONTRACTOR shall require all of its employees, volunteers,
23 agents, subcontractors ~~and volunteer staff~~ and partners who may provide
24 services for CONTRACTOR under this Agreement to sign an agreement with
25 CONTRACTOR before commencing the provision of any such services, to maintain
26 the confidentiality of any and all materials and information with which they
27 may come into contact, or the identities or any identifying characteristics or
28 information with respect to any and all participants referred to CONTRACTOR by

1 COUNTY, except as may be required to provide services under this Agreement or
2 to those specified in this Agreement as having the capacity to audit
3 CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall
4 comply with any audits specified in Paragraph 24, provide reports and any
5 other information required by COUNTY in the administration of this Agreement,
6 and as otherwise permitted by law.

7 32.3 CONTRACTOR shall inform all of its employees, **volunteers**, agents,
8 subcontractors, ~~volunteers~~ and partners of this provision and that any person
9 violating the provisions of said **California** State law may be guilty of a
10 crime.

11 32.4 CONTRACTOR agrees that any and all subcontracts entered into shall
12 be subject to the confidentiality requirements of this Agreement.

13 32.5 CONTRACTOR agrees to maintain the confidentiality of its records
14 with respect to Juvenile Court matters, in accordance with WIC Section 827,
15 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
16 regarding Confidentiality, as it now exists or may hereafter be amended.

17 32.5.1 No access, disclosure or release of information regarding
18 a child who is the subject of Juvenile Court proceedings shall be permitted
19 except as authorized. If authorization is in doubt, no such information shall
20 be released without the written approval of a Judge of the Juvenile Court.

21 32.5.2 CONTRACTOR must receive prior written approval of the
22 Juvenile Court before allowing any child to be interviewed, photographed or
23 recorded by any publication or organization or to appear on any radio,
24 television or internet broadcast or make any other public appearance. Such
25 approval shall be requested through child's Social Worker.

26 33. SECURITY

27 33.1 CONTRACTOR shall immediately notify COUNTY of any and all
28 unauthorized disclosures of COUNTY data of which CONTRACTOR or its staff is

1 aware or has knowledge. After such notification, CONTRACTOR shall, at its own
2 expense:

3 33.1.1 Investigate to determine the nature and extent of the
4 unauthorized disclosure.

5 33.1.2 Contain the incident by, among things, attempting to
6 recover records, revoking access and/or correcting weaknesses in security.
7 CONTRACTOR shall reimburse COUNTY for all notification-related costs incurred
8 by COUNTY arising out of or in connection with the unauthorized disclosure as
9 legally required.

10 33.2 For services provided under this Agreement, CONTRACTOR shall
11 ensure that all confidential information must be held in the strictest
12 confidence, can only be accessed by those with a need to know and is protected
13 to prevent unauthorized or inadvertent access. Confidential electronic
14 information must be stored in an encrypted format. Confidential information
15 stored in a paper format must be transported, handled, secured and destroyed
16 in a manner that to prevent unauthorized access.

17 34. COPYRIGHT ACCESS

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

22 35. WAIVER

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

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

3 36. PETTY CASH

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

6 37. PUBLICITY

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

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

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

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

24 37.3 COUNTY owns all rights to the name, logos and symbols of COUNTY.
25 The use and/or reproduction of COUNTY's name and/or logo for any purpose,
26 including commercial advertisement, promotional purposes, announcements,
27 displays or press releases, without COUNTY's prior written consent is
28 expressly prohibited.

1 38. COUNTY RESPONSIBILITIES

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

4 39. REFERRALS

5 39.1 Services shall be provided to children and their families at risk
6 of abuse or neglect or who have been abused or neglected.

7 40. REPORTS

8 40.1 CONTRACTOR shall provide information deemed necessary by
9 ADMINISTRATOR to complete any State-required reports related to the services
10 provided under this Agreement.

11 40.2 CONTRACTOR shall maintain records and submit reports containing
12 such data and information regarding the performance of CONTRACTOR's services,
13 costs or other data relating to this Agreement, as may be requested by
14 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
15 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

16 41. ENERGY EFFICIENCY STANDARDS

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

20 42. ENVIRONMENTAL PROTECTION STANDARDS

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

26 42.1 No facility to be utilized in the performance of the proposed
27 grant has been listed on the EPA List of Violating Facilities;

28 42.2 It will notify COUNTY prior to award of the receipt of any

1 communication from the Director, Office of Federal Activities, U.S. EPA,
2 indicating that a facility to be utilized for the grant is under consideration
3 to be listed on the EPA List of Violating Facilities; and

4 42.3 It will notify COUNTY and EPA about any known violation of the
5 above laws and regulations.

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

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

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

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

22 1) No Federal appropriated funds have been paid or will
23 be paid to any person for influencing or attempting to influence an officer or
24 employee of any agency, a Member of Congress, an officer or employee of
25 Congress, or an employee of a Member of Congress on his or her behalf in
26 connection with the awarding of any Federal contract, the making of any
27 Federal grant, the making of any Federal loan, the entering into of any
28

1 cooperative agreement, and the extension, continuation, renewal, amendment or
2 modification of any Federal contract, grant, loan or cooperative agreement;

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

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

15 C. Submission of this certification and disclosure is a
16 prerequisite for making or entering into this Agreement imposed by Section
17 1352, Title 31, USC. Any person who makes an expenditure prohibited under
18 this provision or who fails to file or amend the disclosure form to be filed
19 or amended by this provision, shall be subject to a civil penalty of not less
20 than \$10,000, and not more than \$100,000, for each such failure.

21 44. POLITICAL ACTIVITY

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

25 45. TERMINATION PROVISIONS

26 45.1 ADMINISTRATOR may terminate this Agreement without penalty
27 immediately with cause or after thirty (30) days written notice without cause,
28 unless otherwise specified. Notice shall be deemed served on the date of

1 mailing. Cause shall ~~be defined as~~ include but not limited to any breach of
2 contract, any partial misrepresentation whether negligent or willful, ~~or~~ fraud
3 on the part of CONTRACTOR, discontinuance of the services for reasons within
4 CONTRACTOR's reasonable control, and repeated or continued violations of
5 COUNTY ordinances unrelated to performance under this Agreement that in the
6 reasonable opinion of COUNTY indicate a willful or reckless disregard for
7 COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to
8 terminate this Agreement shall relieve COUNTY of all further obligations under
9 this Agreement.

10 45.2 ~~Upon termination, or notice thereof,~~ For ninety (90) calendar days
11 prior to the expiration date of this Agreement, or upon notice of termination
12 of this Agreement ("Transition Period"), CONTRACTOR agrees to cooperate with
13 ADMINISTRATOR in the orderly transfer of service responsibilities, active case
14 records, and pertinent documents. The Transition Period may be modified as
15 agreed upon in writing by the Parties. During the Transition Period, service
16 and data access shall continue to be made available to COUNTY without
17 alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
18 transitioning all data in the format determined by COUNTY.

19 45.3 In the event of termination of this Agreement, cessation of
20 business by CONTRACTOR or any other event preventing CONTRACTOR from
21 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data
22 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if
23 requested to do so on such media as reasonably requested by COUNTY, even if
24 COUNTY is then or is alleged to be in breach of this Agreement.

25 45.4 The obligations of COUNTY under this Agreement are contingent upon
26 the availability of Federal and/or State funds, as applicable, for the
27 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
28 for the services hereunder in the budget approved by the Orange County Board

1 of Supervisors each fiscal year this Agreement remains in effect or operation.
2 In the event that such funding is terminated or reduced, ADMINISTRATOR may
3 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
4 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
5 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
6 notification of such determination. CONTRACTOR shall immediately comply with
7 ADMINISTRATOR's decision.

8 45.5 If any term, covenant, condition, or provision of this Agreement
9 or the application thereof is held invalid, void, or enforceable, the
10 remainder of the provisions in this Agreement shall remain in full force and
11 effect and shall in ~~not~~ no way be affected, impaired, or invalidated thereby.

12 46. GOVERNING LAW AND VENUE

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

22 47. SIGNATURE IN COUNTERPARTS

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

26 CONTRACTOR represents and warrants that the person executing this
27 Agreement on behalf of and for CONTRACTOR is an authorized agent who has
28 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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ATTACHMENT F

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

By: _____ By: _____
SCOTT TROTTER CHAIRWOMAN
EXECUTIVE DIRECTOR OF THE BOARD OF SUPERVISORS
ORANGE COUNTY CHILD ABUSE COUNTY OF ORANGE, CALIFORNIA
PREVENTION CENTER

Dated: _____ Dated: _____

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

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

EXHIBIT A
 TO
 AGREEMENT
 BETWEEN
 COUNTY OF ORANGE
 AND
 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

1 Agreement are as follows:

2 2.1.1 Each hour of IHCS shall be counted as one (1) hour of
3 service regardless of the number of FAMILY members being served.

4 2.1.2 Provide IHCS to two hundred forty (240) new FAMILIES.

5 2.1.3 Provide two thousand two hundred fifteen (2215) hours of
6 IHCS, including extensions beyond the initial service period referenced in
7 Subparagraph 4.2.4.

8 3. HOURS OF OPERATION

9 3.1 CONTRACTOR shall be available to conduct in-home visits from 6:00
10 a.m. to 8:00 p.m., Monday through Friday, and, as necessary on Saturdays. At
11 a minimum, fifty percent (50%) of visits will occur during early morning hours
12 (6:00 a.m. to 9:00 a.m.), evenings (3:00 p.m. to 8:00 p.m.) Saturdays, and if
13 necessary, holidays. In accordance with Subparagraph 4.2.9 of this Exhibit A,
14 CONTRACTOR shall also be available to attend monitored or supervised visits,
15 when necessary.

16 3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday
17 schedule which is as follows: New Year's Day, Martin Luther King Day,
18 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,
19 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after
20 Thanksgiving and Christmas Day. CONTRACTOR shall obtain prior written
21 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday
22 schedule. Failure of CONTRACTOR to obtain such approval shall result in
23 CONTRACTOR incurring upon itself all fiscal obligations related to non-COUNTY
24 holiday(s) and shall be deemed in material breach of this Agreement, pursuant
25 to Paragraph 18, for services not provided by CONTRACTOR during unapproved
26 holiday(s).

27 3.3 CONTRACTOR shall maintain hours of operation, as stated in
28 Paragraph 3 of this Exhibit A throughout the term of this Agreement and shall

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

3 3.4 CONTRACTOR shall be available to provide crisis intervention
4 services twenty-four (24) hours a day, seven (7) days a week.

5 4. SERVICES

6 4.1 IHCS include, but are not limited to: teaching appropriate
7 parenting techniques (with or without the child(ren) present); assisting the
8 PARENT(s) with managing behaviors such as tantrums, argumentative teens,
9 aggressive behaviors, etc.; child safety; problem solving; household
10 management; budgeting; hygiene; housekeeping; and nutrition.

11 4.2 CONTRACTOR shall:

12 4.2.1 Provide IHCS for an average of two (2) to four (4) hours
13 per FAMILY per week for six (6) consecutive weeks.

14 4.2.2 Notify referred FAMILY and assigned SSA Social Worker
15 (SSW) within three (3) business days of receipt of a referral and indicate the
16 anticipated service start date.

17 4.2.3 Conduct an initial home visit within five (5) ~~two (2)~~
18 business days of notifying the referred FAMILY and SSW, or as otherwise
19 approved by SSW.

20 4.2.4 Submit an Extension Request, when applicable and in
21 accordance with Subparagraph 5.5, to provide IHCS beyond the six (6) week
22 service period for up to an additional three (3) weeks of services, for an
23 average of two (2) to four (4) hours per FAMILY per week, per Subparagraph 8.3
24 of Exhibit A.

25 4.2.5 Provide a minimum of seventy-five (75%) percent of full-
26 time equivalent (FTE) Counselor and/or Paraprofessional staff that are
27 proficient in Spanish.

28 ///

1 4.2.6 Identify and address the FAMILY's immediate basic needs,
2 which could include housing, food, and clothing, by referring them to
3 appropriate community resources.

4 4.2.7 Contact FAMILY to remind them about appointments, and
5 provide FAMILY with transportation to appointments, and assistance in
6 rescheduling appointments, when needed.

7 4.2.8 Accompany FAMILY to initial medical appointments, school
8 conferences, counseling appointments, or resources outside FAMILY home, as
9 deemed necessary.

10 4.2.9 In addition to the services in Exhibit C attend
11 authorized monitored or supervised visits in order to provide hands-on
12 coaching to parents, relatives, and NREFMs.

13 4.2.10 Instruct FAMILY on how to access public transportation,
14 if necessary.

15 4.2.11 Assist FAMILY in finding licensed child care resources,
16 as needed.

17 4.2.12 Ensure that all staff authorized to transport FAMILY
18 possess a valid Class C California driver's license with no serious traffic
19 violations and proof of current automobile insurance, which can be verified by
20 a clearance from the California Department of Motor Vehicles (DMV).

21 4.3 Assessment and Treatment Plan:

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

26 4.3.1 Be consistent with the reason for referral and meet the
27 individualized needs of FAMILY.

28 4.3.2 Incorporate input from FAMILY and be strength-based to

1 lead to the development of FAMILY competence.

2 4.3.3 Include specific, measurable, achievable, realistic and
3 time-bound goals (SMART).

4 4.3.4 Include specific community resources that will be offered
5 to FAMILY prior to termination of services.

6 4.3.5 List all contacts with FAMILY, SSW, and collateral
7 sources.

8 4.3.6 List scheduled appointments which FAMILY fails to keep.

9 4.4 Nurturing Parenting Program:

10 CONTRACTOR shall:

11 4.4.1 Stage 1:

12 4.4.1.1 Begin to develop a relationship with FAMILY
13 by identifying strengths and importance of FAMILY involvement.

14 4.4.1.2 Conduct a needs assessment and design a
15 strategy of obtaining needed items or linkages.

16 4.4.1.3 Make initial linkages to community resources
17 such as childcare, counseling, housing, utility assistance, food, clothing,
18 etc.

19 4.4.1.4 Develop with FAMILY's input SMART goals.

20 4.4.2 Stage 2:

21 4.4.2.1 Continue to build on FAMILY strengths and
22 reinforce observed positive interactions.

23 4.4.2.2 Review with FAMILY safety in the home and
24 make any necessary modifications. Complete home safety checklist and review
25 with FAMILY.

26 4.4.2.3 Educate FAMILY on basic home management
27 skills such as nutrition, hygiene, exercise, health, organization, family
28 rules and behavior charts.

ATTACHMENT F

1 4.4.2.4 Educate FAMILY members on mandated child
2 abuse laws and prevention of child abuse.

3 4.4.2.5 Begin to educate FAMILY on developmental
4 norms and appropriate expectations. Reinforce need for bonding activities.

5 4.4.3 Stage 3:

6 4.4.3.1 Teach FAMILY how to access available
7 community resources, either through role-modeling telephone conversations or
8 visiting resources with FAMILY.

9 4.4.3.2 Demonstrate use of praise and reinforcement
10 of positive behaviors.

11 4.4.3.3 Review age appropriate consequences as an
12 alternative to corporal punishment (loss of privileges, time out, grounding,
13 etc.).

14 4.4.3.4 Teach how to use negotiation, compromise and
15 choices with teens during time of conflict.

16 4.4.4 Stage 4:

17 4.4.4.1 Review the importance of respect in the home.
18 Revisit FAMILY rules and morals.

19 4.4.4.2 Teach and provide materials on positive
20 coping skills (stress management and anger management).

21 4.4.4.3 Review as appropriate the use of negative
22 coping skills as a result of prior abuse.

23 4.4.5 Stage 5:

24 4.4.5.1 Continue to build on FAMILY strengths and
25 praise positive behaviors.

26 4.4.5.2 Teach and practice communication skills as a
27 FAMILY such as expression of emotions and cooperation.

28 ///
 (CMK2617)

1 4.4.5.3 Practice problem solving activities, such as
2 making choices, compromise and negotiation.

3 4.4.5.4 Prepare FAMILY for the termination process by
4 reviewing community resource linkages and problem solving any identified
5 barriers.

6 4.4.6 Stage 6:

7 4.4.6.1 Review accomplishments with FAMILY and
8 reinforce with positive communication the acquisition of new, more nurturing
9 parenting styles.

10 4.4.6.2 Summarize with FAMILY the new parenting
11 skills learned throughout the service period.

12 4.4.6.3 Ensure that FAMILY has access to all
13 appropriate community resources available.

14 4.5 Pre- and Post- Tests:

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

19 4.6 Community Resource Linkage:

20 4.6.1 CONTRACTOR shall capitalize on opportunities to provide
21 integrated, coordinated, and easily accessible resources and link FAMILY to
22 them, including familiarizing FAMILY with the community's Family Resource
23 Center, if one is located in their area. CONTRACTOR shall also teach FAMILY
24 how to independently obtain assistance and/or services through community
25 resources and will follow up to find out if FAMILY was successful.

26 4.6.2 CONTRACTOR shall follow-up with the FAMILY and community
27 resources to ensure the FAMILY's need are being met.

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1 4.7 Quality Assurance:

2 4.7.1 Utilization Review: ADMINISTRATOR will conduct
3 Utilization Reviews (URs) to evaluate CONTRACTOR's compliance with required
4 documentation, record-keeping, and service delivery performance.
5 ADMINISTRATOR will determine the frequency of URs and provide advance
6 notification to CONTRACTOR to ensure that specified staff are in attendance.
7 ADMINISTRATOR will provide CONTRACTOR with oral and written feedback regarding
8 UR findings.

9 4.7.2 Case Review Conference: CONTRACTOR shall conduct monthly
10 Case Review Conferences (CRCs) in which direct service staff will present
11 selected SSA cases for discussion. Topics to be discussed may include family
12 dynamics, family genogram, case challenges, successful service delivery
13 strategies, resources utilized, and outcomes. ADMINISTRATOR may attend CRCs on
14 a quarterly basis to provide consultation and assistance in monitoring and
15 determining the focus of programmatic services. CONTRACTOR shall notify the
16 SSW(s) of the cases to be discussed at the CRC at least two (2) weeks in
17 advance of the scheduled meeting to afford an opportunity to participate.

18 4.8 Staff Training and Supervision:

19 4.8.1 Staff Training:

20 4.8.1.1 At minimum and at no cost to COUNTY, an
21 initial seven (7) hour training course on child abuse and an initial six (6)
22 hour training course on spousal/partner abuse/domestic violence issues must be
23 completed within six (6) months of hiring date for Program Supervisor II,
24 Counselor I and Paraprofessional, Student Intern and Volunteer.

25 4.8.1.2 In addition, each of the identified staff
26 above shall also complete one (1) six (6) hour refresher training course on
27 spousal/partner abuse/domestic violence topics during the term of this
28 Agreement.

1 4.8.1.3 CONTRACTOR shall be required to send staff to
2 COUNTY sponsored training, as requested by ADMINISTRATOR.

3 4.8.2 Supervision:

4 Program Supervisor II shall:

5 4.8.2.1 Provide a minimum of one (1) hour of
6 individual supervision per week to Counselor I staff and two (2) hours of
7 group supervision per month.

8 4.8.2.2 Provide a minimum of two (2) hours of
9 individual supervision per month to Paraprofessional and Volunteers and one
10 (1) hour of group supervision per month.

11 5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

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

14 5.1 Provide services that are family-centered, family-friendly, and
15 culturally responsive.

16 5.2 Appear and testify at Juvenile Court, when subpoenaed.

17 5.3 Prohibit volunteers and student interns employed under this
18 Agreement from transporting FAMILIES under any circumstances.

19 5.4 Advise the SSW when there is reasonable belief cause to believe a
20 FAMILY member may be abusing drugs and/or alcohol.

21 5.5 Extension Request Requirements:

22 5.5.1 Request and obtain CFS's prior written approval for an
23 extension of services for up to an additional three (3) weeks, for an average
24 of two (2) to four (4) hours per FAMILY per week, beyond the initial six (6)
25 weeks, applicable for open CFS cases only, and in a form approved by
26 ADMINISTRATOR.

27 5.5.2 Submit request justifying service extension to CFS by the
28 fourth (4th) week of service in advance of the termination date of the

1 original service period.

2 5.5.3 CONTRACTOR understands that continuing services beyond
3 the specified service period without a written approved extension request on
4 file will result in CONTRACTOR incurring upon itself all fiscal obligations
5 related to those services.

6 5.5.4 CONTRACTOR shall be responsible for documenting and
7 tracking all dates of services, including start and end dates.

8 5.5.5 Extension requests on closed CFS cases will not be
9 approved. Should CONTRACTOR provide services to a FAMILY that does not have
10 an open CFS case, CONTRACTOR will incur upon itself all fiscal obligations
11 related to those services.

12 5.6 No Show Policy:

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

15 5.6.1 Unless FAMILY calls CONTRACTOR at least twenty-four (24)
16 hours in advance of a scheduled appointment to reschedule a time within the
17 same calendar week (Sunday to Saturday), CONTRACTOR shall alert the SSW of the
18 missed appointment (no show) by telephone within two (2) business days.

19 5.6.2 CONTRACTOR shall then send a written "No Show" letter,
20 approved as to form by ADMINISTRATOR, to FAMILY in the appropriate primary
21 language, with a copy to the SSW. If FAMILY's primary language is other than
22 English, CONTRACTOR shall also send a copy of the English language version of
23 the letter to the SSW. A copy of every No Show letter, in applicable
24 languages, shall be filed in FAMILY's file.

25 5.6.3 CONTRACTOR shall suspend services if FAMILY accumulates
26 three (3) no-shows.

27 5.6.4 The SSW may reinstate FAMILY to continue to receive
28 services within ten (10) business days of receipt of the third No Show letter.

ATTACHMENT F

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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1 6.2 IHCS will be provided in the homes of FAMILIES referred for
2 service.

3 6.3 CONTRACTOR and ADMINISTRATOR may agree in writing as to the
4 facility(ies) and location(s) where services shall be provided without
5 changing COUNTY's maximum obligation.

6 7. FAMILY CASE RECORDS

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

9 7.1 Case notes:

10 7.1.1 Signature and date for every entry;

11 7.1.2 Details the caseworker's observations and interaction
12 with the FAMILY consistent with the ATP, and monthly telephonic Progress
13 Report, or monthly paper Progress Reports;

14 7.1.3 Records when case was staffed/reviewed with supervisor;

15 7.1.4 Records monthly staffings when any FAMILY members are
16 served, progress, and estimated termination date;

17 7.1.5 Documents all written and verbal communications with the
18 SSW;

19 7.1.6 Documents any incidents requiring a Special Incident
20 Report;

21 7.2 FAMILY's name, address, phone number, employment information;

22 7.3 Names, birth dates, and sex of all FAMILY members;

23 7.4 Other persons in the home and their relationship to FAMILY;

24 7.5 Referral Form and any referral documentation provided by COUNTY;

25 7.6 Assessment and Treatment Plan;

26 7.7 Revised Assessment and Treatment Plan, if applicable;

27 7.8 Termination Report;

28 7.9 Social and family histories;

1 7.10 Fee assessment/financial information forms;

2 7.11 No Show Letters; and

3 7.12 Authorization to release information between ADMINISTRATOR and
4 CONTRACTOR.

5 8. REPORTS

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

8 8.1 ATP: As described in Subparagraph 4.3 of this Exhibit A, within
9 fifteen (15) days calendar days of completing the first assessment session.

10 8.2 Revised ATP: Required if FAMILY's goals need to be revised during
11 the six (6) week service period.

12 8.3 Extension Request: As described in Subparagraph 5.5 of this
13 Exhibit A, must be submitted no less than two (2) weeks in advance of the end
14 of the original six (6) week service period.

15 8.4 Monthly Telephonic Progress Report: CONTRACTOR shall be required
16 to make monthly telephone contact with the SSA social worker to report on
17 FAMILY'S progress, barriers, community resource linkages, etc., and must
18 clearly document the contact in the case notes.

19 8.5 Termination Report (TR): Within ~~twenty (20)~~ fifteen (15) days of
20 termination of services, for each FAMILY terminating service during the
21 preceding month. This report shall include, but not be limited to:

22 8.5.1 A summary of information provided via the monthly
23 telephonic progress reports described in Subparagraph 8.4 of this Exhibit A;

24 8.5.2 All community resources/referral given by CONTRACTOR to
25 FAMILY for follow up services;

26 8.5.3 Identified issues regarding FAMILY's needs; and

27 8.5.4 The reason services were terminated.

28 ///

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 F

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
VP of Program Operations	0.01	45.00	—0.00
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

ATTACHMENT F

Travel/Education/Seminars ⁽⁵⁾	100.00
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.

ATTACHMENT F

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

5 10.2 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
6 notice, to add, delete or modify line items and/or amounts and/or the number
7 and type of FTE positions without changing COUNTY's maximum obligation as
8 stated in Subparagraph 19.1 of this Agreement or reducing the level of service
9 to be provided by CONTRACTOR. Further, in accordance with Subparagraph 45.4
10 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation
11 as stated in Subparagraph 19.1, CONTRACTOR and ADMINISTRATOR may mutually
12 agree to proportionately reduce the service goals as set forth in this
13 Exhibit. Any agreement must be in writing.

14 11. STAFF

15 11.1 Proof of education and experience may be required for the
16 following positions listed below. Any exceptions to the experience and/or
17 education qualifications will require pre-approval in writing from the
18 ADMINISTRATOR.

19 11.2 Direct service staff shall be fluent in and possess the ability to
20 prepare written reports in English. In addition, direct service staff must be
21 proficient in the ability to speak and write in the specified second language
22 (i.e. Spanish, or Vietnamese).

23 CONTRACTOR shall provide the following described staff positions:

24 11.3 Executive Director

25 Duties:

26 11.3.1 Responsible for carrying out the overall objectives of
27 the program and CONTRACTOR's policies and for insuring that all fiscal
28 procedures are followed correctly.

1 11.3.2 Responsible for supervising program development,
2 structure and implementation of all CONTRACTOR's programs.

3 Qualifications:

4 11.3.3 Master's degree in organizational management, psychology,
5 mental health, or social work.

6 11.3.4 Five (5) years of experience in the administration of a
7 community-based organization.

8 11.4 Vice President of Operation and Program

9 ~~—— Duties:~~

10 ~~11.4.1 Responsible for the contractual and operational oversight~~
11 ~~of CONTRACTOR's programs.~~

12 ~~—— Qualifications:~~

13 ~~11.4.2 Master's degree in organizational management, psychology,~~
14 ~~sociology, social work, or related field.~~

15 ~~11.4.3 Minimum two (2) years of experience in the development~~
16 ~~and administration of social services programs and direct delivery of~~
17 ~~protective services, or an area closely related to protective services.~~

18 11.5 Program Supervisor II

19 Duties:

20 11.5.1 Provides oversight for program development and service
21 delivery to children and families. Supervises the Counselor I and
22 Paraprofessionals as described in Subparagraph 4.8.2 of this Exhibit A.

23 11.5.2 Monitors FAMILY progress toward reaching pre-determined
24 goals; provides for regular review and updating of treatment plans.

25 11.5.3 Maintains current knowledge of community resources
26 including supports and services available for FAMILIES; acts as a youth and
27 family advocate at meetings; monitors and ensures that records and
28 documentation, including but not limited to service plans, forms, reports,

1 narratives, outcome measures, demographics, etc., are completed appropriately
2 and on time.

3 11.5.4 Assists in accepting and screening referrals to the
4 program; supervises and participates in clinical reviews, staff meetings, case
5 reviews, etc.

6 11.5.5 Monitors program to ensure that Counselor I and
7 Paraprofessionals are meeting individual child and family needs as required in
8 the plan of care.

9 11.5.6 Provides on-going and regular supervision of, and
10 consultation, to Counselor I and Paraprofessionals; maintains constant on-call
11 status for program support.

12 11.5.7 Coordinates administrative responsibilities for IHCS.

13 11.5.8 Accompanies Counselor I and Paraprofessionals in the
14 field, as needed; provides training for staff; assists in screening, hiring,
15 and directing program staff.

16 11.5.9 Builds and maintains relationships with children and
17 families throughout services; builds and maintains relationships with
18 community funding entities, governmental agencies, service providers, sources
19 of support for families within the community and all program consumers.

20 11.5.10 Monitors the program budget to maintain revenues and
21 expenses within budgetary guidelines; maintains working knowledge of all
22 contractual and program requirements; performs other duties as assigned.

23 11.5.11 Provides for back-up and emergency consultation to all
24 staff twenty-four (24) hours a day, seven (7) days a week.

25 11.5.12 Supervises, administers, monitors, and evaluates
26 established treatment procedures for the program and develops new approaches
27 for intervention as needed. Provides direction for all case termination
28 decisions.

1 11.5.13 Prepares and submits reports and/or recommendations to
2 the Executive Director concerning personnel actions, caseload status, critical
3 incident involvement of family members and staff, budget requests, changes in
4 program plans, and any unusual incidents that occur in the operation of the
5 program.

6 11.5.14 Provides and reviews necessary communication and
7 documentation for FAMILIES, agencies, courts, and interested parties to
8 discuss FAMILIES' progress in meeting intervention goals.

9 Qualifications:

10 11.5.15 Master's Degree in psychology, sociology, social work, or
11 a related field;

12 11.5.16 Minimum two (2) years of experience in the administration
13 and direct service delivery of protective services, or an area closely related
14 to protective services; and

15 11.5.17 Minimum of one (1) year supervisory experience.

16 11.6 Counselor I

17 Duties:

18 11.6.1 Completes the in-home initial assessment and determines
19 the appropriate services consistent with the reason(s) for referral by the
20 SSW.

21 11.6.2 Communicates at least weekly with the Paraprofessional or
22 Volunteer providing services to the FAMILY to answer questions and evaluate
23 provided services.

24 11.6.3 Assesses problems, prepares documentation and treatment
25 plans, and monitors FAMILY's progress toward reaching predetermined goals;
26 provides for regular review and updating of treatment plans.

27 11.6.4 Develops and maintains effective working relationships
28 with FAMILIES and builds on their competencies.

ATTACHMENT F

1 11.6.5 Maintains appropriate level of direct contact with the
2 FAMILY per program requirements, provides follow-up treatment and support,
3 maintains constant on-call status for program support.

4 11.6.6 Teaches parenting skills and coaching, provide
5 instruction and modeling of appropriate parent/child behaviors and
6 relationships.

7 11.6.7 Provides communication and problem solving skills,
8 develops a family safety plan.

9 ~~11.6.8 Provides twenty four (24) hour crisis support to FAMILY.~~

10 11.6.9 Assists FAMILY with transportation; accompanies FAMILY to
11 school conferences, medical or counseling appointments as necessary.

12 11.6.10 Provides on-going resources and referrals for FAMILIES
13 along with on-going observations of children to assure safety and protection.

14 11.6.11 Supervises volunteers and structures the service plan
15 with the FAMILY and social worker.

16 11.6.12 Manages case files in accordance with the requirements of
17 this Agreement.

18 11.6.13 Assists unmotivated or resistant PARENTS in obtaining
19 resources.

20 11.6.14 Provides direction on case termination decisions.

21 11.6.15 Prepares and submits reports and/or recommendations to
22 the Program Supervisor II concerning caseload status, critical incident
23 involvement of family members and staff, budget requests, changes in program
24 plans, and any unusual incidents that occur in the operation of the program.

25 Qualifications:

26 11.6.16 Bachelor's Degree in psychology, sociology, social work
27 or related field; and

28 ///

1 11.6.17 Minimum one (1) year of experience in providing direct
2 services in the human services field.

3 11.7 Paraprofessional

4 Duties:

5 11.7.1 Implements service plan, and provides direct service to
6 FAMILY.

7 11.7.2 May provide services, as qualified and directed by
8 Counselor I.

9 11.7.3 Teaches parenting skills and coaching, provides
10 instruction and modeling of appropriate parent/child behaviors and
11 relationships.

12 11.7.4 Provides communication and problem solving skills,
13 develops a family safety plan, along with budgeting and housekeeping.

14 ~~11.7.5 Provides twenty four (24) hour crisis support to FAMILY.~~

15 11.7.6 Assists FAMILY with transportation; accompanies FAMILY to
16 school conferences, medical or counseling appointments as necessary.

17 11.7.7 Provides on-going resources and referrals for FAMILIES
18 along with on-going observations of children to assure safety and protection.

19 11.7.8 Manages case files in accordance with the requirements of
20 this Agreement.

21 11.7.9 Assists unmotivated or resistant FAMILIES in obtaining
22 resources.

23 11.7.10 Provides monthly telephonic progress reports to SSA.

24 11.7.11 Performs other related duties as assigned.

25 Qualifications:

26 11.7.12 Bachelor's Degree in human services or related field:

27 11.7.13 Minimum six (6) months of experience in the human
28 services field, providing direct services to children and/or families.

11.8 Student Intern and/or Volunteer

Duties:

11.8.1 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:

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

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

11.8.4 Complete DMV background check, and TB testing.

11.8.5 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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1 EXHIBIT B
2 TO
3 AGREEMENT
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 ORANGE COUNTY CHILD ABUSE PREVENTION CENTER
8 FOR THE PROVISION OF
9 CHILD ABUSE PREVENTION AND INTERVENTION SERVICES
10 IN-HOME FOCUSED SERVICES
11
12

13 1. POPULATION TO BE SERVED

14 1.1 CONTRACTOR shall provide In-Home Focused Services (IHFS) to
15 families with children, ages birth (0) through seventeen (17) years, who are
16 at risk or have a history of abuse or neglect, and who are at a critical
17 juncture; and who have been referred by the ADMINISTRATOR. Some families will
18 have recently had their children returned to their care and need help applying
19 parenting techniques and providing a safe environment. Some families will be
20 in need of immediate services to expedite the return of child(ren) to the home.
21 Others will be at risk of having their child(ren) removed unless intervention
22 and services to protect the child(ren) are immediately delivered.

23 1.2 Families are considered at high risk of abuse and/or neglect,
24 requiring a moderate level of intervention or highly specific services in the
25 home. Families may be working with CFS on a voluntary basis or have children
26 under the supervision of CFS on a non-voluntary basis. The population to be
27 served as defined in this Paragraph 1 shall hereinafter be referred to as
28 "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.

1 3.4 CONTRACTOR shall be available to provide crisis intervention
2 services seven (7) days per week, twenty-four (24) hours per day.

3 4. SERVICES

4 4.1 IHFS include, but are not limited to age appropriate parenting
5 skills, problem solving, appropriate family communication, household
6 management, hygiene, housekeeping, nutrition, budgeting, and child safety and
7 any other services deemed necessary to eliminate risk factors which prevent
8 the child from remaining in the home.

9 4.2 CONTRACTOR shall:

10 4.2.1 Conduct IHFS for an average of four (4) hours of in-home
11 visits per week for a six (6) week period. Hours per visit may be arranged to
12 accommodate FAMILY's needs and availability with the SSW's concurrence.

13 4.2.2 Contact the SSA Social Worker (SSW) within two (2)
14 business days after receipt of the referral to coordinate the date of the
15 initial home visit with FAMILY, which should be within five (5) business days
16 of receipt of referral. If SSW is unable to attend the initial meeting, the
17 CONTRACTOR will complete a phone or e-mail consultation with SSW and discuss
18 reasons for the referral, client's needs, strengths, goals, safety and risk
19 factors, and document the details of this consultation.

20 4.2.3 Submit an Extension Request to provide IHFS beyond the
21 six (6) week service period for up to an additional three (3) weeks of
22 services, for an average of four (4) hours per FAMILY per week, per
23 Subparagraph 5.5.1 of Exhibit B.

24 4.2.4 Provide a minimum seventy-five percent (75%) FTE direct
25 service staff that are proficient in Spanish.

26 4.2.5 Have available direct service staff proficient in
27 Vietnamese to serve the needs of Vietnamese monolingual clients.

28 4.2.6 Identify FAMILY's strengths and barriers to intervention

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

3 4.2.7 Have a planned strategy to work through resistance and
4 engage the FAMILY. The treatment process should be specific to the FAMILY's
5 needs, but flexible with an emphasis on building upon developing the skills
6 and knowledge required to ensure a safe environment.

7 4.2.8 Maintain weekly telephone contact with the SSW.

8 4.2.9 Identify and address FAMILY's immediate basic needs,
9 which could include housing, food, and clothing, by referring them to
10 appropriate community resources.

11 4.2.10 Call FAMILY to remind them about appointments, and
12 provide FAMILY transportation to appointments, or resources outside the FAMILY
13 home, as deemed necessary.

14 4.2.11 Instruct FAMILY on how to access public transportation,
15 if necessary.

16 4.2.12 Assist FAMILY in finding licensed child care resources,
17 as needed.

18 4.2.13 Maintain weekly telephone contact with the SSW.

19 4.2.14 Accompany FAMILY to initial medical appointments, school
20 conferences, counseling appointments, or resources outside FAMILY home, as
21 deemed necessary.

22 4.3 Assessment and Treatment Plan:

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

27 4.3.1 Be consistent with the reason for referral and meet the
28 individualized needs of FAMILY.

1 4.3.2 Incorporate input from FAMILY and be strength-based to
2 lead to the development of FAMILY competence.

3 4.3.3 Include specific, measurable, achievable, realistic and
4 time-bound (SMART) goals.

5 4.3.4 Include specific community resources that will be offered
6 to FAMILY prior to termination of services.

7 4.3.5 List all contacts with FAMILY, SSA social worker, and
8 collateral sources.

9 4.3.6 List scheduled appointments which the FAMILY fails to
10 keep.

11 4.3.7 Be completed within fifteen (15) days of the first
12 assessment session.

13 4.3.8 Be sent to the CFS Resource Support Unit for processing.

14 4.4 Nurturing Parenting Program:

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

20 4.4.1 Stage I:

21 4.4.1.1 Engage with FAMILY and build rapport. Begin
22 developing a relationship with FAMILY by identifying strengths and importance
23 of FAMILY involvement.

24 4.4.1.2 Conduct a needs assessment and design a
25 strategy of obtaining needed items or linkages.

26 4.4.1.3 Make initial linkages to community resources
27 such as childcare, counseling, housing utility assistance, food, clothing,
28 etc.

1 4.4.1.4 Develop with FAMILIY's input SMART goals.

2 4.4.2 Stage 2:

3 4.4.2.1 Continue to build on FAMILY strengths and
4 reinforce observed positive interactions.

5 4.4.2.2 Review with FAMILY safety in the home and
6 make any necessary modifications. Complete home safety checklist and review
7 with FAMILY.

8 4.4.2.3 Educate FAMILY on basic home management
9 skills such as nutrition, hygiene, exercise health, organization, etc.
10 Develop structure in the home using FAMILY schedule, FAMILY rules and behavior
11 charts.

12 4.4.2.4 Educate FAMILY members on mandated child
13 abuse laws and prevention of child abuse.

14 4.4.2.5 Begin to educate FAMILY on developmental
15 norms and appropriate expectations. Reinforce need for bonding activities.

16 4.4.3 Stage 3:

17 4.4.3.1 Teach FAMILY to access available community
18 resources (i.e., role modeling accessing resources on the telephone, visiting
19 resources, coaching through outreach).

20 4.4.3.2 Demonstrate use of praise and reinforcement
21 of positive behaviors.

22 4.4.3.3 Review age appropriate consequences as an
23 alternative to corporal punishment (loss of privileges, time-out, grounding,
24 etc.)

25 4.4.3.4 Teach how to use negotiation, compromise and
26 choices with teens during time of conflict.

27 4.4.4 Stage 4:

28 4.4.4.1 Review the importance of respect in the home.

1 Revisit FAMILY rules and morals.

2 4.4.4.2 Teach and provide materials on positive
3 coping skills (stress management and anger management).

4 4.4.4.3 Review as appropriate the use of negative
5 coping skills and how often they develop as a result of prior abuse.

6 4.4.5 Stage 5:

7 4.4.5.1 Continue to build on FAMILY strengths and
8 praise positive behaviors.

9 4.4.5.2 Teach and practice communication skills as a
10 FAMILY (expression of emotions and cooperation).

11 4.4.5.3 Practice problem solving activities, such as
12 making choices, compromise and negotiations.

13 4.4.5.4 Prepare FAMILY for the termination process by
14 reviewing community resource linkages and problem solving any identified
15 barriers.

16 4.4.6 Stage 6:

17 4.4.6.1 Review accomplishments with FAMILY and
18 positively reinforce the acquisition of new, more nurturing parenting styles.

19 4.4.6.2 Summarize new parenting skills learned
20 throughout service period.

21 4.4.6.3 Ensure FAMILY has accessed all appropriate
22 community resources.

23 4.4.7 Follow-Up Visit:

24 4.4.7.1 CONTRACTOR shall schedule a follow-up visit
25 with FAMILY six (6) months following program completion. During the follow-up
26 visit, Paraprofessional shall assess the safety of the children in the home
27 and FAMILY's progress and stability. Each FAMILY that completes the program
28 shall be encouraged to contact CONTRACTOR if they encounter major difficulties

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

4 4.4.7.2 The Paraprofessional may be referred to
5 assist FAMILY with pre-placement services by providing six (6) to eight (8)
6 FAMILY visits up a to a maximum of thirty (30) days prior to the return of the
7 children to the home. At the completion of the pre-placement services, Stages
8 1 through 6 described in Subparagraph 4.4 of Exhibit B shall begin.

9 4.5 Pre-and Post-Tests:

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

14 4.6 Community Resource Linkage:

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

21 4.7 Quality Assurance:

22 4.7.1 Utilization Review: ADMINISTRATOR will conduct
23 Utilization Reviews (URs) to evaluate CONTRACTOR's compliance with required
24 documentation, record-keeping, and service delivery performance.
25 ADMINISTRATOR will determine the frequency of URs and provide advance
26 notification to CONTRACTOR to ensure that specified staff is in attendance.
27 ADMINISTRATOR will provide CONTRACTOR with oral and written feedback regarding
28 UR findings.

ATTACHMENT F

1 4.7.2 Case Review Conference: CONTRACTOR shall conduct monthly
2 Case Review Conferences (CRCs) in which direct service staff will present
3 selected SSA cases for discussion. Topics to be discussed may include family
4 dynamics, family genogram, case challenges, successful service delivery
5 strategies, resources utilized, and outcomes. ADMINISTRATOR may attend CRCs
6 on a quarterly basis to provide consultation and assistance in monitoring and
7 determining the focus of programmatic services. CONTRACTOR shall notify the
8 SSA social worker(s) of the cases to be discussed at the CRC at least two (2)
9 weeks in advance of the scheduled meeting to afford the social worker an
10 opportunity to participate.

11 4.8 Staff Training and Supervision:

12 4.8.1 Staff Training:

13 4.8.1.1 CONTRACTOR shall be required to send staff to
14 COUNTY sponsored training, as requested by ADMINISTRATOR.

15 4.8.1.2 At minimum and at no cost to COUNTY, an
16 initial seven (7) hour training course on child abuse and a six (6) hour
17 training course on spousal/partner abuse/domestic violence issues must be
18 completed within six (6) months of hiring date for Counselor I,
19 Paraprofessional, Program Supervisor II, Student Intern and Volunteer.

20 4.8.1.3 Each identified staff above shall also
21 complete one (1) six (6) hour refresher training course on spousal/partner
22 abuse/domestic violence topics during the term of this Agreement.

23 4.8.2 Supervision:

24 Program Supervisor II shall:

25 4.8.2.1 Shall provide a minimum of one (1) hour of
26 individual supervision per week to Counselor I staff and two (2) hours of
27 group supervision per month.

28 4.8.2.2 Provide a minimum of two (2) hours of

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

3 5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

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

6 5.1 Provide services that are family-centered, family-friendly, and
7 culturally responsive.

8 5.2 Appear and testify at Juvenile Court hearings, when subpoenaed.

9 5.3 Prohibit volunteers and student interns employed under this
10 Agreement from transporting FAMILIES under any circumstances.

11 5.4 Advise the SSW when there is reasonable belief cause to believe a
12 FAMILY member may be abusing drugs and/or alcohol.

13 5.5 Extension Request Requirements:

14 5.5.1 Request and obtain CFS' prior written approval for an
15 extension of services for up to an additional three (3) weeks, for an average
16 of two (2) to four (4) hours per FAMILY per week, beyond the initial six (6)
17 weeks, applicable for open CFS cases only, and in a form approved by
18 ADMINISTRATOR.

19 5.5.2 Submit request justifying service extension to CFS by the
20 fourth (4th) week of service in advance of the termination date of the
21 original service period.

22 5.5.3 CONTRACTOR understands that continuing services beyond
23 the specified service period without a written approved extension request on
24 file will result in CONTRACTOR incurring upon itself all fiscal obligations
25 related to those services.

26 5.5.4 CONTRACTOR shall be responsible for documenting and
27 tracking all dates of services, including start and end dates.

28 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:

1 5.7.1 CONTRACTOR shall make telephone contact with the SSW, the
2 SSW's supervisor, or the CFS Officer of the Day immediately in the event of
3 any incident of unusual, aggressive, or high-risk behavior by a FAMILY, or if
4 there are any injuries suffered by any party (FAMILY, CONTRACTOR's staff, or
5 others) in the delivery of services to a SSA FAMILY. In the event CONTRACTOR
6 is not able to speak directly with SSW, SSW's supervisor or CFS Officer of the
7 Day, CONTRACTOR shall leave a voice message for the CFS Officer of the Day.

8 5.7.2 CONTRACTOR will document the incident by completing the
9 Special Incident Report form provided by SSA. CONTRACTOR shall submit the
10 Special Incident Report to both CFS Program Liaison and Contract Administrator
11 within one (1) business day of the incident and shall place a copy in the
12 FAMILY's case file.

13 6. FACILITIES

14 6.1 Administrative services under this Agreement shall be provided at:
15 Orange County Child Abuse Prevention Center
16 2390 E. Orangewood Ave. Suite 300
17 Anaheim, CA 92806

18 6.2 IHFS will be provided in the homes of FAMILIES referred for
19 services.

20 6.3 CONTRACTOR and ADMINISTRATOR may agree in writing as to the
21 facility(ies) and location(s) where services shall be provided without
22 changing COUNTY's maximum obligation.

23 7. FAMILY CASE RECORDS

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

26 7.1 Case notes:

27 7.1.1 Signature and date for every entry;

28 7.1.2 Details the caseworker's observations and interaction

ATTACHMENT F

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:

8.1.1.1 As described in Subparagraph 4.3 of this

1 Exhibit B within fifteen (15) calendar days of completing the first assessment
2 visit.

3 8.1.2 Revised ATP:

4 8.1.2.1 Required if the service goals need to be
5 revised during the six (6) week period.

6 8.1.3 Extension Request:

7 8.1.3.1 As described in Subparagraph 5.5 of this
8 Exhibit B must be submitted No less than two (2) weeks in advance of the end
9 of the original six (6) week service period.

10 8.1.4 Monthly Telephonic Progress Report:

11 8.1.4.1 CONTRACTOR will be required to make monthly
12 telephone contact with the SSA social worker to report on FAMILY'S progress,
13 barriers, community resource linkages, etc., and must clearly document the
14 contact in the case notes.

15 8.1.5 Termination Report (TR):

16 Within ~~twenty (20)~~ fifteen (15) days of termination of
17 services, for each FAMILY terminating service during the preceding month.
18 This report shall include, but not be limited to:

19 8.1.5.1 A summary of information provided via the
20 monthly telephonic progress reports described in Subparagraph 8.1.4 of this
21 Exhibit B;

22 8.1.5.2 All community resources/referrals given by
23 CONTRACTOR to FAMILY for follow up services;

24 8.1.5.3 Identified issues regarding FAMILY'S needs;
25 and

26 8.1.5.4 The reason services were terminated.

27 8.2 Workload Standards Report:

ATTACHMENT F

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, 2018, for services provided pursuant to Exhibit B of this Agreement is set

1 forth as follows:

2 SALARIES

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

12 ADMINISTRATIVE POSITIONS

13 Executive Director	0.02	\$60.00	\$2,496.00
14 Vice President of Operations	0.02	45.00	0.00
15 Director of Family Services	0.05	34.00	3,536.00
16 SUBTOTAL ADMINISTRATIVE SALARIES			\$6,032.00
17 ADMINISTRATIVE BENEFITS ⁽³⁾ (19%)			1,206.40
18 SUBTOTAL ADMINISTRATIVE SALARIES & BENEFITS			\$7,238.40
19 SUBTOTAL ALL SALARIES AND BENEFITS			\$246,729.60

20 SERVICES AND SUPPLIES

21 Independent Audit			1,750.00
22 Office Supplies			4,000.00
23 Program Expense			3,136.90
24 Telephone			4,200.00
25 Mileage ⁽⁴⁾			8,500.00
26 SUBTOTAL SERVICES AND SUPPLIES			\$21,586.90

27 OPERATING EXPENSES

28 Facility Lease/Rent			\$13,000.00
29 Equipment Lease/Rental			1,000.00
30 Maintenance & Computer Repair			3,000.00
31 Insurance			1,500.00
32 Dues and Subscription			200.00
33 Newsletter, Printing Promotion			500.00
34 Postage			300.00
35 Travel/Education/Seminars ⁽⁵⁾			3,500.00
36 SUB-TOTAL OPERATING EXPENSES			\$23,000.00

37 TOTAL SERVICES AND SUPPLIES, AND OPERATING EXPENSES			\$44,586.90
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38 Indirect Costs ⁽⁶⁾ (10% of maximum obligation)			32,368.50
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ATTACHMENT F

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

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

8 11. STAFF

9 11.1 Proof of education and experience may be required for the
10 following positions listed below. Any exceptions to the experience and/or
11 education qualifications will require pre-approval in writing from the
12 Contract Administrator.

13 11.2 Direct service staff are required to be fluent in and possess the
14 ability to prepare written reports in English. In addition, direct service
15 staff must be proficient in the ability to speak and write in the specified
16 second language (i.e., English, Spanish, or Vietnamese).

17 CONTRACTOR shall provide the following described staff positions:

18 11.3 Executive Director:

19 Duties:

20 11.3.1 Responsible for carrying out the overall objectives of
21 the program and CONTRACTOR's policies and for insuring that all fiscal
22 procedures are followed correctly.

23 11.3.2 Responsible for supervising program development,
24 structure and implementation of all CONTRACTOR's programs.

25 Qualifications:

26 11.3.3 Master's degree in organizational management, psychology,
27 mental health, or social work.

28 11.3.4 Five (5) years of experience in the administration of a

1 community-based organization.

2 11.4 Vice President of Operations:

3 ~~—— Duties:~~

4 ~~11.4.1 Responsible for the contractual and operational oversight~~
5 ~~of CONTRACTOR's programs.~~

6 ~~—— Qualifications:~~

7 ~~11.4.2 Master's degree in organizational management, psychology,~~
8 ~~sociology, social work, or related field.~~

9 ~~11.4.3 Minimum two (2) years of experience in the development~~
10 ~~and administration of social services programs and direct delivery of~~
11 ~~protective services, or an area closely related to protective services.~~

12 11.5 Program Supervisor II:

13 Duties:

14 11.5.1 Provides oversight for program development and service
15 delivery to children and families. Supervises the Counselor I and
16 Paraprofessionals as described in Subparagraph 4.8.2 of this Exhibit B.

17 11.5.2 Monitors FAMILY progress toward reaching pre-determined
18 goals; provides regular review and updating of treatment plans.

19 11.5.3 Maintains current knowledge of community resources,
20 including supports and services available for FAMILIES; acts as a youth and
21 family advocate at meetings; monitors and ensures that records and
22 documentation, including but not limited to service plans, forms, reports,
23 narratives, outcome measures, demographics, etc., are completed appropriately
24 and on time.

25 11.5.4 Assists in accepting and screening referrals to the
26 program; supervises and participates in clinical reviews, staff meetings, case
27 reviews, etc.

28 11.5.5 Monitors program to ensure that Counselor I and

ATTACHMENT F

1 Paraprofessionals are meeting individual child and family needs as required in
2 the plan of care.

3 11.5.6 Provides on-going and regular supervision of, and
4 consultation to Counselor I and Paraprofessionals; maintains constant on-call
5 status for program support.

6 11.5.7 Coordinates administrative responsibilities for IHFS.

7 11.5.8 Accompanies Counselor I and Paraprofessionals in the
8 field, as needed; provides training for staff; assists in screening, hiring,
9 and directing program staff.

10 11.5.9 Builds and maintains relationships with children and
11 FAMILIES, community funding entities, governmental agencies, service
12 providers, sources of support for families within the community, and program
13 consumers.

14 11.5.10 Provides for back-up and emergency consultation to all
15 staff twenty-four (24) hours a day, seven (7) days a week.

16 11.5.11 Supervises, administers, monitors, and evaluates
17 established treatment procedures for the program and develops new approaches
18 for intervention as needed. Provides direction for all case termination
19 decisions.

20 11.5.12 Prepares and submits reports and/or recommendations to
21 the Executive Director concerning personnel actions, caseload status, critical
22 incident involvement of family members and staff, budget requests, changes in
23 program plans, and any unusual incidents that occur in the operation of the
24 program.

25 11.5.13 Provides and reviews necessary communication and
26 documentation for FAMILIES, agencies, courts, and interested parties to
27 discuss FAMILIES' progress in meeting intervention goals.

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1 Qualifications:

2 11.5.14 Master's Degree in psychology, sociology, social work, or
3 a related field;

4 11.5.15 Minimum two (2) years of experience in the administration
5 and direct service delivery of protective services, or an area closely related
6 to protective services; and

7 11.5.16 Minimum one (1) year of supervisory experience.

8 11.6 Counselor I:

9 Duties:

10 11.6.1 Completes the in-home initial assessment and determines
11 appropriate services consistent with the reason(s) for referral by the SSW.

12 11.6.2 Communicates at least weekly with the Paraprofessional or
13 Volunteer providing services to FAMILY to answer questions and evaluate
14 provided services.

15 11.6.3 Assesses problems, prepares documentation and treatment
16 plans, and monitors FAMILY's progress toward reaching pre-determined goals;
17 provides regular review and updating of treatment plans.

18 11.6.4 Develops and maintains effective working relationships
19 with FAMILY and builds on their competencies.

20 11.6.5 Maintains appropriate level of direct contact with FAMILY
21 per program requirements; provides follow-up treatment and support to
22 individual FAMILY; maintains constant on-call status for program support;

23 11.6.6 Teaches parenting skills and coaching, provide
24 instruction and modeling of appropriate parent/child behaviors and
25 relationships.

26 11.6.7 Provides communication and problem solving skills,
27 develop a family safety plan, along with budgeting and housekeeping.

28 11.6.8 ~~Provides twenty-four (24) hour crisis support to FAMILY.~~

1 11.6.9 Assists FAMILY with transportation; accompanies FAMILY to
2 school conferences, medical or counseling appointments as necessary.

3 11.6.10 Provides on-going resource linkages and referrals for
4 FAMILY and assists unmotivated or resistant FAMILIES in obtaining resources.

5 11.6.11 Supervises Volunteers and structures the service plan
6 with the FAMILY and SSW.

7 11.6.12 Manages case files in accordance with the requirements of
8 this Agreement.

9 11.6.13 Provides direction on case termination decisions.

10 11.6.14 Prepares and submits reports and/or recommendations to
11 the Program Supervisor II concerning caseload status, critical incident
12 involvement of FAMILY members and staff, budget requests, changes in program
13 plans, and any unusual incidents that occur in the operation of the program.

14 Qualifications:

15 11.6.15 Bachelor's degree in psychology, sociology, social work
16 or related field; and

17 11.6.16 Minimum one (1) year of experience in providing direct
18 services in the human services field.

19 11.7 Paraprofessional

20 Duties:

21 11.7.1 Implement service plan, and provide direct service to
22 FAMILIES for four (4) hours per week for six (6) weeks in family's home.

23 11.7.2 May provide services such as showing a PARENT how to
24 properly bathe a baby, instructing a FAMILY in how to use a car seat and other
25 activities, as directed by the Counselor I staff.

26 11.7.3 Must receive training in definitions of child abuse,
27 elements of physical and sexual abuse, primary dynamics of child abuse,
28 characteristics of abusive families, failure to thrive, case management, and

1 other topics specific to the CFS population for referred services.

2 11.7.4 Assesses problems, prepares proper documentation and
3 treatment plans, and monitors individual/family progress toward reaching pre-
4 determined goals; provides regular review and updating of treatment plans.

5 11.7.5 Teaches parenting skills and coaching, provides
6 instruction and modeling of appropriate parent/child behaviors and
7 relationships.

8 11.7.6 Provides communication and problem solving skills,
9 develops a family safety plan, along with budgeting and housekeeping.

10 11.7.7 ~~Provides twenty four (24) hour crisis support to FAMILY.~~

11 11.7.8 Assists FAMILY with transportation, and accompanies
12 FAMILY to school conferences and medical and/or counseling appointments, as
13 necessary.

14 11.7.9 Provides on-going resources and referrals for FAMILY and
15 assists unmotivated or resistant FAMILY in obtaining resources.

16 11.7.10 Supervises Volunteers and structure the service plan with
17 the FAMILY and social worker.

18 11.7.11 Manages case files in accordance with the requirements of
19 this Agreement.

20 11.7.12 Provides monthly Telephonic Progress Reports to SSW's.

21 11.7.13 Performs other related duties as assigned.

22 Qualifications:

23 11.7.14 Bachelor's degree in human services or related field; and

24 11.7.15 Minimum six (6) months of experience in the human
25 services field is required providing direct services to children and/or
26 families.

27 11.8 Student Intern and/or Volunteer

28 Duties:

ATTACHMENT F

1 11.8.1 Under the supervision of Program Supervisor II or
2 Counselor I/Paraprofessional, provide supplemental services and additional
3 resources to program and/or CLIENTS, as needed.

4 Qualifications:

5 11.8.2 Minimum of twenty-one (21) years of age.

6 11.8.3 Minimum six (6) months of experience in the human
7 services field providing direct service to children and/or FAMILIES.

8 11.8.4 Complete DMV background check, and TB testing.

9 11.8.5 Applicable to Student Intern only: Must be enrolled in a
10 Bachelor's degree program in social work, sociology, psychology, or a related
11 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)

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

3 2.1.2 Provide twelve thousand six hundred (12,600) direct
4 service hours.

5 3. HOURS OF OPERATION

6 3.1 CONTRACTOR shall provide monitored visitation services and
7 transportation services between 8:00 a.m. to 8:00 p.m. At minimum, fifty (50)
8 percent of available visits must be available during high demand hours,
9 typically after school hours, evenings (3:00 p.m. to 8:00 p.m.), Saturdays,
10 and holidays.

11 3.2 CONTRACTOR's hours for supervised visitation services shall be on
12 designated weeknights Monday through Friday, 1:00 to 8:00 p.m., and on
13 Saturdays, 9:00 a.m. to 4:00 p.m.

14 3.3 Unless otherwise requested by ADMINISTRATOR to meet the needs of
15 the service population, CONTRACTOR's holiday schedule shall not exceed
16 COUNTY's holiday schedule: New Year's Day, Martin Luther King Day, President
17 Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor
18 Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving,
19 and Christmas Day. CONTRACTOR shall obtain prior, written approval from
20 ADMINISTRATOR for holiday(s) in excess of those listed above. Failure of
21 CONTRACTOR to obtain such approval shall result in CONTRACTOR incurring upon
22 itself all fiscal obligations related to non-COUNTY holiday(s) and shall be
23 deemed in material breach of this Agreement, pursuant to Paragraph 18, for
24 services not provided by CONTRACTOR during unapproved holiday(s).

25 3.4 CONTRACTOR shall maintain hours of operation as stated in this
26 Exhibit C throughout the term of this Agreement and shall maintain the ability
27 to provide services during the hours of operation and as determined by
28 ADMINISTRATOR to meet the needs of the service population.

1 3.5 CONTRACTOR shall be available to provide crisis intervention
2 services twenty-four (24) hours a day, seven (7) days a week.

3 4. SERVICES

4 4.1 CONTRACTOR shall provide the required monitored and supervised
5 visitation with transportation, as needed, ~~between parents or other approved~~
6 ~~VISITOR(s) and~~ for CLIENTS who reside in out-of-home placement.
7 Transportation services will be provided for approved VISITOR(s) and/or
8 CLIENT(s) ~~when one or both of the parties resides~~ located in or outside Orange
9 County.

10 CONTRACTOR shall:

11 4.2 Provide services up to four (4) times per week or as ordered by
12 the Juvenile Court for each CLIENT, for a period not to exceed twenty-six (26)
13 weeks.

14 4.2.1 Exceptions as to length or frequency of services may be
15 made upon mutual agreement between SSA and CONTRACTOR and with prior written
16 approval from SSA.

17 4.2.2 Request prior written approval for service extension at
18 least thirty (30) days in advance of the initial service termination date, for
19 up to an additional twenty-six (26) weeks of services.

20 4.3 Limit participation in the visit to those parties specifically
21 designated by the SSA Social Worker (SSW) on the referral form, and obtain
22 prior written authorization from SSA before adding or deleting VISITOR(s)
23 included in a CLIENT's service plan.

24 4.4 Coordinate visits to take place at the CLIENT's residence,
25 CONTRACTOR's facility, or a location mutually agreed upon by the SSW and
26 involved parties.

27 4.5 Immediately cease services on a case upon notification from SSA.

28 4.6 Keep records of all visits.

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1 4.7 Suspend services if the VISITOR accumulates three (3) no-shows.

2 4.8 Notify the SSW, SSW's supervisor, or Officer of the Day (OD) by
3 telephone immediately or not more than twenty-four (24) hours later, should
4 any of the following occur:

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

9 4.8.2 A visit is terminated early due to a CLIENT(s)'s refusal
10 to participate or a VISITOR exhibiting inappropriate behavior.

11 4.9 Monitored Visitation:

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

15 CONTRACTOR shall:

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

20 4.9.2 Accommodate the ordered visitation schedule, which could
21 last from one (1) to four (4) hours per visit, as specified by the referral.

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

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1 biweekly contact with the CLIENT's caregiver and VISITOR(S) on status of wait
2 list.

3 4.9.4 Notify the SSW of the scheduled visit date and time
4 within one (1) week of receipt of the referral.

5 4.9.5 Notify CLIENT(S), VISITOR(S), and the SSW of anticipated
6 service start date if the start of services will be delayed for more than
7 fourteen (14) days.

8 4.9.6 Oversee the monitored visit face-to-face and be
9 continuously present, within both sight and hearing distance, for the entire
10 visit.

11 4.9.7 Prohibit the discussion of certain topics between
12 VISITOR(S) and CLIENT(S) when specified on the referral or verbally prohibited
13 by the SSW.

14 4.9.8 Designate a facility for monitored visitation areas with
15 furniture and age-appropriate toys and games for CLIENTS ages birth (0)
16 through seventeen (17) years.

17 4.9.9 Keep CLIENT(S) and VISITOR(S) in separate waiting areas
18 until their monitored visit commences.

19 4.9.10 Review the "Monitored Visitation Agreement" form,
20 provided by SSA, with VISITOR and obtain VISITOR'S signature before visitation
21 may occur. In the event VISITOR refuses to sign the "Monitored Visitation
22 Agreement," CONTRACTOR will continue with visitation and inform the SSW by
23 telephone within two (2) business days of the refusal.

24 4.9.11 Oversee the waiting rooms and visit at all times.

25 4.9.12 Provide services in accordance with the instructions
26 specified by the SSW on the referral form.

27 4.9.13 Ensure ~~Monitored~~ Visitation Specialists conduct
28 themselves in a professional manner and refrain from activities that may be

1 distracting during a monitored visit (eating, using a cell phone, laptop, or
2 other electronic devices, etc.).

3 4.9.14 Ensure CLIENT and VISITOR leave the visit separately for
4 the safety of the parties.

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

9 4.10 Supervised Visitation:

10 4.10.1 A supervised visit consists of multiple families and
11 detained/dependent children held at a designated visitation site observed by a
12 site supervisor. Supervised visits may vary in duration and frequency, as
13 specified by the referral.

14 4.10.2 Supervise visit between VISITORS(S) and CLIENT(S), in
15 accordance with the Juvenile Court order, CLIENT's Juvenile Court-ordered case
16 plan or ADMINISTRATOR's request.

17 4.10.3 Apply techniques to promote positive visits, and
18 intervene, when necessary, to protect the best interests of CLIENTS(S).

19 4.10.4 Notify the SSW of the scheduled visit date and time
20 within one (1) week of receipt of the referral.

21 4.10.5 Contact CLIENT's caregiver and VISITOR(S) within three
22 (3) business days of receipt of referral to schedule the date and time of the
23 monitored visit or to notify of a waitlist status as applicable.
24 Additionally, if case is placed on a wait list that will delay the visit
25 beyond fourteen (14) calendar days from that initial contact, CONTRACTOR shall
26 communicate with CLIENT's caregiver and VISITOR(S) to update them within three
27 (3) business days once the visit date is scheduled. CONTRACTOR shall provide
28 biweekly contact with the CLIENT's caregiver and VISITOR(S) on status of wait

1 list.

2 4.10.6 Oversee the supervised visit and be continuously present
3 for the entire visit.

4 4.10.7 Ensure ~~Monitored~~ Visitation Specialists conduct
5 themselves in a professional manner and refrain from activities that may be
6 distracting during a supervised visit (eating, using a cell phone, laptop, or
7 other electronic devices, etc.).

8 4.10.8 Designate a facility for supervised visitation areas with
9 furniture and age-appropriate toys and games for CLIENTS ages birth (0)
10 through seventeen (17) years.

11 4.10.9 Provide a written summary of supervised visits to the SSW
12 on a weekly basis in a form and with content determined by SSA.

13 4.11 Transportation for Monitored and Supervised Visitation:

14 CONTRACTOR shall:

15 4.11.1 Provide transportation to CLIENTS who are dependents of
16 the Orange County Juvenile Court in accordance with the SSW's referral,
17 Juvenile Court order, CLIENT(S)'S Juvenile Court-ordered case plan, or SSA's
18 request.

19 4.11.2 Ensure that every Transportation Specialist carries a
20 valid Class C California driver's license and agency identification whenever
21 any CLIENT or VISITOR is being transported.

22 4.11.3 Provide two (2) staff members to accompany CLIENT(S)
23 during transportation when requested by SSA.

24 4.11.4 For Monitored Visitation, make every effort to provide
25 the same Monitored Visitation and Transportation Specialist to CLIENT(S)
26 throughout the term of the service delivery.

27 4.11.5 Prohibit Volunteer staff from providing transportation.

28 4.11.6 Provide transportation of parents and legal guardians of

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1 children who are dependents of the Orange County Juvenile Court only when one
2 of the visiting parties, (i.e., child, parent or legal guardian) resides
3 outside of Orange County. Parents and legal guardians who reside in Orange
4 County will not be transported within Orange County for visits with CLIENT(S)
5 who also reside in Orange County.

6 4.11.7 Prior to transporting a parent or legal guardian of a
7 CLIENT, review the Voluntary Transportation for "Intercounty
8 Monitored/Supervised Visitation" form and obtain the signature of each parent
9 or legal guardian who voluntarily accepts transportation services to support
10 Monitored/Supervised Visitation.

11 4.11.8 Transport CLIENTS, parents or legal guardians between
12 Orange County and contiguous counties as requested by the SSW, which may
13 include transporting:

14 4.11.8.1 CLIENT(S), parents or legal guardians from an
15 Orange County location to an out-of-county location.

16 4.11.8.2 CLIENT(S), parents or legal guardians from an
17 out-of-county location to an Orange County location.

18 4.11.8.3 For monitored visitation between up to three
19 (3) locations within Orange County or between Orange County and a contiguous
20 county, except as otherwise limited in Subparagraph 4.11.6 of this Exhibit C.

21 4.11.8.4 Multiple CLIENTS for supervised visitation to
22 and from a supervised visitation site within Orange County.

23 4.11.8.5 VISITOR or CLIENT from a central
24 transportation location directly to the visitation place and back to the
25 central transportation location when the visit will be monitored by
26 CONTRACTOR.

27 4.11.8.6 VISITOR or CLIENT to and/or from the
28 visitation site when the SSW designates a monitor other than CONTRACTOR.

1 4.11.9 Schedule transportation with VISITOR(S) and CLIENT(S)
2 caretakers via telephone and notify the SSW within two (2) business days when
3 a VISITOR fails to utilize pre-scheduled transportation arrangements.

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

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

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

11 4.12 Quality Assurance:

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

18 4.13 Staff Training and Supervision:

19 4.13.1 Staff Training:

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

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

27 4.13.1.3 Each identified staff shall also complete one
28 (1) six (6) hour refresher training course on spousal/partner abuse/domestic

1 violence topics during the term of this Agreement.

2 4.13.1.4 Additionally and prior to working with
3 CLIENTS, Student Intern/Volunteer shall complete a minimum of eight (8) hours
4 of training provided by SSA in topics including dependency and financial
5 services specific to the CFS population referred for services.

6 4.13.2 Supervision:

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

11 5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

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

14 5.1 Provide services that are family-centered, family friendly, and
15 culturally responsive.

16 5.2 Appear and testify at Juvenile Court hearings, when subpoenaed.

17 5.3 ~~Make visitation and transportation staff available for training by~~
18 ~~COUNTY staff, as requested by ADMINISTRATOR.~~ Prohibit volunteers and student
19 interns employed under this Agreement from transporting CLIENTS under any
20 circumstances.

21 5.4 ~~Ensure all direct service staff attend the Monitored and~~
22 ~~Supervised Visitation training when provided by ADMINISTRATOR.~~ Advise SSW
23 where there is a reasonable cause to believe a FAMILY member may be abusing
24 drugs and/or alcohol.

25 5.5 No Show Policy:

26 5.5.1 Comply with SSA's "no-show" policy, which requires the
27 following actions:

28 5.5.2 Notify the SSW, SSW's supervisor, or OD by telephone

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1 immediately and not later than within twenty-four (24) hours, if a VISITOR
2 fails to call CONTRACTOR at least twenty-four (24) hours in advance of a
3 scheduled visit to reschedule a time within the same calendar (Sunday to
4 Saturday) week. In such a case, CONTRACTOR must alert the SSW and document
5 the missed appointment (no show) by sending a written "No Show" letter, to the
6 VISITOR in the appropriate primary language, with a copy to the SSW.

7 5.5.3 Suspend services if the VISITOR accumulates three (3) no-
8 shows.

9 5.5.4 The SSW may reinstate the VISITOR(s) to receive services
10 within ten (10) business days of receipt of the third No Show letter. A
11 VISITOR may be reinstated only once during the service period; however,
12 exceptions may be made by the SSW for a VISITOR with a court-ordered case
13 plan. In such cases, the CONTRACTOR will schedule the reinstated VISITOR in
14 the next available service slot.

15 5.5.5 Based on CONTRACTOR's staff availability, CONTRACTOR
16 shall accommodate a VISITOR's request to reschedule a visit within the same
17 week in order to avoid a no-show.

18 5.6 Special Incident Report Requirements:

19 5.6.1 CONTRACTOR must make telephone contact with the SSW, the
20 SSW's supervisor, or the CFS OD immediately (voicemail is not acceptable) in
21 the event of any incident of unusual, aggressive, or high-risk behavior by a
22 CLIENT OR VISITOR, or if there are any injuries suffered by any party (CLIENT,
23 VISITOR, CONTRACTOR's staff, or others) in the delivery of services to a SSA
24 CLIENT. In the event CONTRACTOR is not able to speak directly with SSW, SSW's
25 supervisor or CFS Officer of the Day, CONTRACTOR shall leave a voice message
26 for the CFS Officer of the Day.

27 5.6.2 CONTRACTOR will document the incident by completing the
28 Special Incident Report form provided by SSA. CONTRACTOR must submit the

1 Special Incident Report to the CFS Program Liaison and Contract Administrator
2 within one (1) business day of the incident and must place a copy in the
3 CLIENT's case file.

4 6. FACILITIES

5 6.1 Administrative services under this Agreement shall be provided at:

6 Orange County Child Abuse Prevention Center

7 2390 E. Orangewood Ave. Suite 300

8 Anaheim, CA 92806

9 6.2 CONTRACTOR and ADMINISTRATOR may agree in writing as to the
10 facility(ies) and location(s) where services shall be provided without
11 changing COUNTY's maximum obligation.

12 7. FAMILY CASE RECORDS

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

15 7.1 Referral from ADMINISTRATOR;

16 7.2 Name, address and phone number of CLIENTS and VISITORS;

17 7.3 Birth date and sex of CLIENT;

18 7.4 Relationship of CLIENT(S) and VISITOR(S);

19 7.5 Date(s) and type of service;

20 7.6 Name of CLIENT's caregiver;

21 7.7 Identification of confidential placements to ensure
22 confidentiality is maintained;

23 7.8 "Monitored/Supervised Visitation Agreement," if applicable;

24 7.9 "Monitored Visitation Summary" report(s), if applicable;

25 7.10 Supervised Visitation logs of CLIENT(S) and VISITOR(S) for each
26 supervised visit;

27 7.11 "Voluntary Transportation Logs for Intercounty Monitored
28 Visitation," if applicable;

1 7.12 Copies of no show correspondence, which indicates the date of the
2 original letter was mailed, if applicable;

3 7.12.1 List all attempted and completed contacts with Senior
4 Social Worker, Social Worker's supervisor and/or CFS Officer of the Day which
5 includes the date of the contact and brief summary.

6 7.13 Authorization to release information between COUNTY and
7 CONTRACTOR:

8 7.14 For Monitored Visitation, case notes reflecting dates of telephone
9 contacts with SSW, CLIENT, or VISITOR(S); and

10 7.15 All CLIENT records shall be retained at CONTRACTOR's facility.

11 8. REPORTS

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

15 8.1 Monitored Visitation Summary and Checklist

16 8.1.1 Required for each monitored visit on a form supplied by
17 SSA.

18 8.1.2 Lists the date of contact with CLIENT and identifies each
19 person present at the visit.

20 8.1.3 Includes appointments the parent(s) or authorized
21 VISITOR(S) failed to keep.

22 8.1.4 Describes the monitor's specific role and contains clear,
23 objective, specific observations about the interaction between CLIENT and
24 VISITOR(S), including appropriate behavior, inappropriate behavior, or
25 unmonitored contact (i.e., contact between the parties before or after the
26 scheduled visit), and reports other significant information ascertained about
27 the family. Any visit in which inappropriate or unauthorized contact occurs
28 must be immediately communicated to the SSW, the SSW's supervisor or OD.

1 8.1.5 Must be reviewed and signed by CONTRACTOR's supervisory
2 staff, and mailed to the SSW within five (5) business days following the
3 visit.

4 8.1.6 Date summaries are delivered or mailed to SSA must be
5 recorded.

6 8.2 Progress Reports:

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

14 8.3 Supervised Visitation Summary:

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

18 8.4 No Show Letter:

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

25 8.5 Workload Standards Report:

26 8.5.1 A monthly report detailing program activity will be due
27 to Contract Administrator by the tenth (10th) calendar day of each month in a
28 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

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1	Monitored Visitation Specialist (bi-lingual Spanish)	1.00	14.50	30,160.00
2	Monitored Visitation Specialist (bi-lingual Spanish)	0.75	14.75	23,010.00
3	Monitored Visitation Specialist (bi-lingual Spanish)	1.00	15.00	31,200.00
4	Monitored Visitation Specialist (bi-lingual Vietnamese)	0.75	15.25	23,790.00
5	Transportation Specialist (bi-lingual Spanish)	0.50	13.50	14,040.00
6	Transportation Specialist (bi-lingual Spanish)	0.50	14.00	14,560.00
7	SUBTOTAL SALARIES			\$356,720.00
8	DIRECT SERVICE BENEFITS ⁽³⁾ (21%)			74,911.20
9	SUBTOTAL DIRECT SERVICE SALARIES & BENEFITS			\$431,631.20
10	<u>ADMINISTRATIVE POSITIONS</u>			
11	Executive Director	0.11	60.00	\$13,728.00
12	VP of Operations and Programs	0.00	0.00	0.00
13	Director of Family Services	0.11	34.00	7,779.20
14	SUBTOTAL ADMINISTATIVE SALARIES			21,507.20
15	ADMINISTRATIVE BENEFITS ⁽³⁾ (21%)			4,516.51
16	SUBTOTAL ADMINISTRATIVE SALARIES & BENEFITS			\$26,023.71
17	SUBTOTAL ALL SALARIES AND BENEFITS			\$457,654.91
18	<u>SERVICES AND SUPPLIES</u>			
19	Independent Audit			\$3,200.00
20	Office Expense			5,000.00
21	Program Expense			3,615.43
22	Telephone			11,000.00
23	Mileage ⁽⁴⁾			58,429.73
24	SUBTOTAL SERVICES AND SUPPLIES			\$81,245.16
25	<u>OPERATING EXPENSES</u>			
26	Facility Lease/Rent			\$42,000.00
27	Equipment Lease/Rental			2,000.00
28	Insurance			2,800.00
29	Computer Repairs & Maintenance			6,000.00
30	Dues and Subscription			100.00
31	Newsletter, Printing, Promotion			0.00
32	Postage			400.00

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Travel/Education/Seminars ⁽⁵⁾	2,500.00
SUBTOTAL OPERATING EXPENSES	\$ 55,800.00
SUBTOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES	\$ 137,045.16
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.

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

5 10.2 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
6 notice, to add, delete or modify line items and/or amounts and/or the number
7 and type of FTE positions without changing COUNTY's maximum obligation as
8 stated in Subparagraph 19.1 of this Agreement or reducing the level of service
9 to be provided by CONTRACTOR. Further, in accordance with Subparagraph 45.4
10 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation
11 as stated in Subparagraph 19.1, CONTRACTOR and ADMINISTRATOR may mutually
12 agree to proportionately reduce the service goals as set forth in this
13 Exhibit. Any agreement must be in writing.

14 11. STAFFING REQUIREMENTS:

15 11.1 Proof of education and experience may be required for the
16 following positions listed below. Any exceptions to the experience and/or
17 education qualifications will require pre-approval in writing from the
18 Contract Administrator.

19 11.2 Direct service staff are required to be fluent in and possess the
20 ability to prepare written reports in English. In addition, direct service
21 staff must be proficient in the ability to speak and write in the specified
22 second language (i.e., English, Spanish, or Vietnamese).

23 11.3 Visitations will be monitored and/or supervised by Monitored
24 Visitation Specialists. Transportation will be provided by Transportation
25 Specialists and may be provided by Monitored Visitation Specialists, when
26 necessary.

27 11.4 Monitored Visitation Specialist and Transportation Specialist
28 staff must:

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1 11.4.1 Handle scheduling and reporting of VISTOR(S) who fail to
2 complete the total transportation arrangement.

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

5 11.4.3 Complete training on the safe transportation of children,
6 including but not limited to training on proper utilization of car seats and
7 other automobile safety features.

8 11.4.4 Complete any reports required by SSA.

9 11.5 In addition to the initial seven (7) hour training requirement
10 specified in Subparagraph 4.13 of Exhibit C, all direct service staff must:

11 11.5.1 Complete twenty (20) hours of on-going training per year
12 in child abuse issues, parenting techniques, and training that includes the
13 following topics: Historical perspective and definitions of child abuse,
14 elements of physical and sexual abuse, primary dynamics of child abuse,
15 characteristics of abusive families, failure to thrive, parenting techniques,
16 case management, other topics specific to the population served.

17 11.5.2 Possess current Cardiopulmonary Resuscitation (CPR) and
18 First Aid basic certification.

19 11.6 All Transportation Specialist staff must enroll into the
20 California Department of Motor Vehicles (DMV) Employer Pull Notice Program

21 CONTRACTOR shall provide the following described staff positions:

22 11.7 Executive Director

23 Duties:

24 11.7.1 Responsible for carrying out the overall objectives of
25 the programs and Administrator policies and for insuring that all fiscal
26 procedures are followed correctly.

27 11.7.2 Responsible for supervising program development,
28 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 Vice President of Operation and Program

~~Duties:~~

~~11.8.1 Responsible for the contractual and operation oversight of CONTRACTOR's programs.~~

~~Qualifications:~~

~~11.8.2 Master's degree in organizational management, psychology, sociology, social work, or related field.~~

~~11.8.3 Minimum two (2) years experience in the development and administration of social service programs and direct delivery of protective services, or an area closely related to protective services.~~

11.9 Director of Family Services

Duties:

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

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

Qualifications:

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

11.9.4 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.

11.10 Program Supervisor I

Duties:

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

11.10.2 Recruit, hire and train all program staff.

11.10.3 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.

11.10.4 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.

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

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

11.10.7 Ensure quality control and consumer satisfaction.

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

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

Qualifications:

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

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

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11.11 Monitored/Supervised Visitation Specialist

Duties:

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

11.11.2 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.

11.11.3 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.

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

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

11.11.6 Complete any reports required by SSA.

Qualifications:

11.11.7 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

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

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

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

1 11.11.11 Ability to devise and implement action plans in the event
2 of an emergency;

3 11.11.12 Ability to recognize symptoms of problem behavior and
4 conditions of adults and children indicative of inappropriate interactions
5 between them, and to intervene appropriately;

6 11.11.13 Ability to work effectively with others under stressful
7 conditions;

8 11.11.14 Completion of Cornell's Therapeutic Crisis Intervention
9 or ProAct certification;

10 11.11.15 Possess a valid Class C California Driver's license, and
11 have the ability to drive long distances; and

12 11.11.16 Complete training on the safe transportation of children,
13 including but not limited to training on proper utilization of car seats and
14 other automobile safety features.

15 11.12 Transportation Specialist

16 Duties:

17 11.12.1 Transport CLIENTS and VISITORS to and from visitation
18 sites, including out-of-county sites.

19 11.12.2 Handle scheduling and reporting of VISITOR(S) who fail to
20 complete the total transportation arrangement.

21 11.12.3 Document the date, time and mileage of each visit along
22 with problems occurring during the transport and report problems to Program
23 Supervisor I immediately.

24 11.12.4 Complete any reports required by SSA.

25 Qualifications:

26 11.12.5 High school diploma and a minimum age of twenty-one (21)
27 years;

28 11.12.6 A demonstrated understanding of families in crisis;

ATTACHMENT F

1 11.12.7 A valid Class C California driver's license with no
2 serious traffic violations;

3 11.12.8 Proof of current automobile insurance, which can be
4 verified by a clearance from the California Department of Motor Vehicles
5 (DMV);

6 11.12.9 Must enroll into the California DMV Employer Pull Notice
7 Program;

8 11.12.10 CPR and First Aid basic certification; and

9 11.12.11 Complete training on the safe transportation of children,
10 including but not limited to training on proper utilization of car seats and
11 other automobile safety features.

12 11.13 Student Intern and/or Volunteer

13 Duties:

14 11.13.1 Under the supervision of Program Supervisor I or Monitor
15 Visitation Specialist, provide supplemental services and additional resources
16 to program and/or CLIENTS, as needed.

17 Minimum Qualifications:

18 11.13.2 Minimum of eighteen (18) years of age.

19 11.13.3 Complete DMV background check, and TB testing.

20 11.13.4 Applicable to Student Intern only: Must be enrolled in a
21 Bachelor's degree program in social work, sociology, psychology, or a related
22 field.

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