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AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
NEW ALTERNATIVES, INC.

FOR THE PROVISION OF CHILD ABUSE PREVENTION AND INTERVENTION
SERVICES

This AGREEMENT, entered into this 1st day of July 2018, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and NEW ALTERNATIVES, INC., a California non-profit corporation, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

W I T N E S S E T H:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of in-home coaching and monitored and supervised visitation with transportation services for child abuse prevention and intervention services; and

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 1, 2018, and terminate on June 30, 2021, unless earlier terminated pursuant to the provisions of Paragraph 44 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting.

2. ALTERATION OF TERMS

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

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

3. 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, and employees shall not be entitled to any

1 rights and/or privileges of COUNTY employees, and shall not be considered in
2 any manner to be COUNTY employees.

3 4. DESCRIPTION OF SERVICES AND STAFFING

4 4.1 CONTRACTOR agrees to provide those services, facilities,
5 equipment, and supplies, as described in the Exhibits to the Agreement between
6 County of Orange and New Alternatives, Inc., for the Provision of Child Abuse
7 Prevention and Intervention Services, attached hereto and incorporated herein
8 by reference: Exhibit A relating to In-Home Coaching Services, and Exhibit B
9 relating to Monitored and Supervised Visitation with Transportation Services.

10 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR
11 may require changes in staffing allocations to reflect current workload
12 demands or service needs as long as COUNTY's maximum obligation, as set forth
13 in this Agreement, is not exceeded.

14 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
15 appropriate staff to attend an orientation session and subsequent training
16 sessions given by COUNTY.

17 5. LICENSES AND STANDARDS

18 5.1 CONTRACTOR warrants that it has all necessary licenses and permits
19 required by the laws of the United States, State of California (hereinafter
20 referred to as "State"), County of Orange, and all other appropriate
21 governmental agencies to perform the services described in this Agreement, and
22 agrees to maintain these licenses and permits in effect for the duration of
23 this Agreement. Further, CONTRACTOR warrants that its employees shall conduct
24 themselves in compliance with such laws and licensure requirements, including,
25 without limitation, compliance with laws applicable to sexual harassment and
26 ethical behavior.

27 5.2 In the performance of this Agreement, CONTRACTOR shall comply with
28 all applicable provisions of the California Welfare and Institutions Code

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

8 5.2.1 For federally funded Agreements in the amount of \$25,000
9 or more, CONTRACTOR certifies that its officers and/or principals are not
10 debarred or suspended from federal financial assistance programs and/or
11 activities.

12 5.3 CONTRACTOR shall cooperate with the California Department of
13 Social Services (CDSS) on the implementation, monitoring, and evaluation of
14 the State's Child Abuse and Neglect Prevention and Intervention Program, and
15 shall comply, to the mutual satisfaction of COUNTY and CDSS, with any and all
16 reporting and evaluation requirements established by CDSS.

17 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

18 6.1 Delegation and Assignment

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

28 6.2 Subcontracts

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

8 6.2.1 Subcontracts of \$50,000 or less

9 CONTRACTOR shall develop a standard form Purchase Order,
10 subject to prior written approval of ADMINISTRATOR, to be utilized for the
11 purchase of services by CONTRACTOR when the cumulative total cost of the
12 services to be provided by any organization is anticipated to be fifty
13 thousand dollars (\$50,000) or less during the term of this Agreement. The
14 basis for costs incurred by any such Purchase Order(s) shall be the actual
15 cost of providing services or the usual and customary charges established by
16 the organization(s) providing the services

17 6.2.2 Subcontracts in excess of \$50,000

18 CONTRACTOR shall develop and submit for approval to
19 ADMINISTRATOR a system for the procurement of subcontracts with any
20 organization in which the total cumulative cost of services provided by any
21 single organization is anticipated to exceed fifty thousand dollars (\$50,000)
22 during the term of this Agreement. CONTRACTOR's proposed procurement system
23 shall take into consideration such factors as: degree of price competition;
24 pricing policies and techniques; experience and quality of service; methods of
25 evaluating subcontractor responsibility; relationship of subcontractor to
26 CONTRACTOR; and planning, award, and post-award management of subcontracts,
27 including internal audit procedures and monitoring of subcontractor's
28 performance until completion of services

1 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed
2 procurement system, CONTRACTOR shall comply with such procurement system in
3 obtaining subcontracts with a total cost in excess of fifty thousand dollars
4 (\$50,000) during the term of this Agreement. In addition, CONTRACTOR shall
5 obtain ADMINISTRATOR's written consent prior to entering into a subcontract
6 with any organization when the total cumulative cost of services to be
7 provided by that organization is anticipated to exceed fifty thousand dollars
8 (\$50,000) during the term of this Agreement.

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

15 7. FORM OF BUSINESS ORGANIZATION

16 7.1 Form of Business Organization

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

21 7.1.1 The form of CONTRACTOR's business organization, i.e.,
22 proprietorship, partnership, corporation, etc.

23 7.1.2 A detailed statement indicating the relationship of
24 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
25 individual.

26 7.1.3 A detailed statement indicating the relationship of
27 CONTRACTOR to any subsidiary business organization or to any individual who
28 may be providing services, supplies, material, or equipment to CONTRACTOR or

1 in any manner does business with CONTRACTOR under this Agreement.

2 7.2 Change in Form of Business Organization

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

10 8. NON-DISCRIMINATION

11 8.1 In the performance of this Agreement, CONTRACTOR agrees that it
12 shall not engage nor employ any unlawful discriminatory practices in the
13 admission of clients, provision of services or benefits, assignment of
14 accommodations, treatment, evaluation, employment of personnel, or in any
15 other respect, on the basis of race, religious creed, color, national origin,
16 ancestry, physical disability, mental disability, medical condition, genetic
17 information, marital status, sex, gender, gender identity, gender expression,
18 age, sexual orientation, military and veteran status, or any other protected
19 group, in accordance with the requirements of all applicable federal or State
20 laws.

21 8.2 CONTRACTOR shall furnish any and all information requested by
22 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
23 books, records, and accounts in order to ascertain CONTRACTOR's compliance
24 with Paragraph 8.1 et seq.

25 8.3 Non-Discrimination in Employment

26 8.3.1 CONTRACTOR shall comply with Executive Order 11246,
27 entitled "Equal Employment Opportunity," as amended by Executive Order 11375
28 and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

1 8.3.2 All solicitations or advertisements for employees placed
2 by or on behalf of CONTRACTOR shall state that all qualified applicants will
3 receive consideration for employment without regard to race, religious creed,
4 color, national origin, ancestry, physical disability, mental disability,
5 medical condition, genetic information, marital status, sex, gender, gender
6 identity, gender expression, age, sexual orientation, military and veteran
7 status, or any other protected group, in accordance with the requirements of
8 all applicable federal or State laws. Notices describing the provisions of
9 the equal opportunity clause shall be posted in a conspicuous place for
10 employees and job applicants.

11 8.3.3 CONTRACTOR shall refer any and all employees desirous of
12 filing a formal discrimination complaint to:

13 California Department of Social Services

14 Public Inquiry and Response Bureau

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

16 Sacramento, CA 95814

17 Telephone: (800) 952-5253

18 (800) 952-8349 (For the hard of hearing)

19 8.4 Non-Discrimination in Service Delivery

20 8.4.1 CONTRACTOR shall comply with Titles VI and VII of the
21 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
22 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
23 Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II
24 of the Americans with Disabilities Act of 1990, as amended; California Civil
25 Code Section 51 et seq., as amended; California Government Code (CGC) Sections
26 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
27 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-
28 98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8);

1 Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996;
 2 and other applicable federal and State laws, as well as their implementing
 3 regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15;
 4 and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
 5 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist
 6 or be hereafter amended. CONTRACTOR shall not implement any administrative
 7 methods or procedures which would have a discriminatory effect or which would
 8 violate the CDSS Manual of Policies and Procedures (MPP) Division 21, Chapter
 9 21-100. If there are any violations of this Paragraph, CDSS shall have the
 10 right to invoke fiscal sanctions or other legal remedies in accordance with
 11 WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the
 12 issue may be referred to the appropriate federal agency for further compliance
 13 action and enforcement of Subparagraph 8.4 et seq.

14 8.4.2 CONTRACTOR shall provide any and all clients desirous of
 15 filing a formal complaint any and all information as appropriate:

16 8.4.2.1 Pamphlet: "Your Rights Under California
 17 Welfare Programs" (PUB 13)

18 8.4.2.2 Discrimination Complaint Form

19 8.4.2.3 Civil Rights Contacts:

20 County Civil Rights Contact:

21 Orange County Social Services Agency

22 Program Integrity

23 Attn: Civil Rights Coordinator

24 P.O. Box 22001

25 Santa Ana, CA 92702-2001

26 Telephone: (714) 438-8877

27 State Civil Rights Contact:

28 California Department of Social Services

Civil Rights Bureau
P.O. Box 944243, M.S. 15-70
Sacramento, CA 94244-2430
Federal Civil Rights Contact:
U.S. Department of Health and Human Services
Office of Civil Rights
50 U.N. Plaza, Room 322
San Francisco, CA 94102

9. NOTICES

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

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

CONTRACTOR: New Alternatives, Inc.
Administrative Office
3589 Fourth Avenue
San Diego, CA 92103

And

New Alternatives, Inc.
Orange County Service Office
1202 West Civic Center Drive, Suite 205
Santa Ana, CA 92703

9.2 All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any communications, including notices, requests, claims,

1 correspondence, reports, and/or statements authorized or required by this
2 Agreement addressed in any other fashion shall be deemed not given. The
3 parties each may designate by written notice from time to time, in the manner
4 aforesaid, any change in the address to which notices must be sent.

5 10. NOTICE OF DELAYS

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

11 11. INDEMNIFICATION

12 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
13 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
14 State, COUNTY, and their elected and appointed officials, officers, employees,
15 agents, and those special districts and agencies which COUNTY's Board of
16 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
17 any claims, demands, or liability of any kind or nature, including, but not
18 limited to, personal injury or property damage arising from or related to the
19 services, products, or other performance provided by CONTRACTOR pursuant to
20 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
21 court of competent jurisdiction because of the concurrent active negligence of
22 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
23 be apportioned as determined by the court. Neither party shall request a jury
24 apportionment.

25 12. INSURANCE

26 12.1 Prior to the provision of services under this Agreement,
27 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense,
28 including all endorsements required herein, necessary to satisfy COUNTY that

1 the insurance provisions of this Agreement have been complied with. CONTRACTOR
2 agrees to keep such insurance coverage, Certificates of Insurance and
3 endorsements on deposit with ADMINISTRATOR during the entire term of this
4 Agreement. In addition, all subcontractors performing work on behalf of
5 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the
6 same terms and conditions as set forth herein for CONTRACTOR.

7 12.2 CONTRACTOR shall ensure that all subcontractors performing work on
8 behalf of CONTRACTOR pursuant to this Agreement shall be covered under
9 CONTRACTOR's insurance as an Additional Insured or maintain insurance subject
10 to the same terms and conditions as set forth herein for CONTRACTOR.
11 CONTRACTOR shall not allow subcontractors to work if subcontractors have less
12 than the level of coverage required by COUNTY from CONTRACTOR under this
13 Agreement. It is the obligation of CONTRACTOR to provide notice of the
14 insurance requirements to every subcontractor and to receive proof of
15 insurance prior to allowing any subcontractor to begin work. Such proof of
16 insurance must be maintained by CONTRACTOR through the entirety of this
17 Agreement for inspection by COUNTY representative(s) at any reasonable time.

18 12.3 All self-insured retentions (SIRs) shall be clearly stated on the
19 Certificate of Insurance. Any self-insured retention (SIR) in an amount in
20 excess of fifty thousand dollars (\$50,000) shall specifically be approved by
21 the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current
22 audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in
23 addition to, and without limitation of, any other indemnity provision(s) in
24 the Agreement, agrees to all of the following:

25 12.3.1 In addition to the duty to indemnify and hold COUNTY
26 harmless against any and all liability, claim, demand or suit resulting from
27 CONTRACTOR's, its agent's, employee's or subcontractor's performance of this
28 Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with

1 counsel approved by Board of Supervisors against same; and

2 12.3.2 CONTRACTOR's duty to defend, as stated above, shall be
3 absolute and irrespective of any duty to indemnify or hold harmless; and

4 12.3.3 The provisions of California Civil Code Section 2860
5 shall apply to any and all actions to which the duty to defend stated above
6 applies, and CONTRACTOR'S SIR provisions shall be interpreted as though
7 CONTRACTOR was an insurer and COUNTY was the insured.

8 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
9 the full term of this Agreement, COUNTY may terminate this Agreement.

10 12.5 Qualified Insurer

11 12.5.1 The policy or policies of insurance required herein must
12 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's
13 Rating) and VIII (Financial Size Category as determined by the most current
14 edition of the Best's Key Rating Guide/Property-Casualty/United States or
15 ambest.com). It is preferred, but not mandatory, that the insurer be licensed
16 to do business in the state of California (California Admitted Carrier).

17 12.6 If the insurance carrier does not have an A.M. Best Rating of A-
18 /VIII, the CEO/Office of Risk Management retains the right to approve or
19 reject a carrier after a review of the company's performance and financial
20 rating.

21 12.7 The policy or policies of insurance maintained by CONTRACTOR shall
22 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)	\$1,000,000 per occurrence

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

13 12.8 Required Coverage Forms

14 12.8.1 Commercial General Liability coverage shall be written on
 15 Insurance Services Office (ISO) form CG 00 01 or a substitute form providing
 16 liability coverage at least as broad.

17 12.8.2 Business Auto Liability coverage shall be written on ISO
 18 form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing
 19 coverage at least as broad.

20 12.9 Required Endorsements

21 12.9.1 Commercial General Liability policy shall contain the
 22 following endorsements, which shall accompany the Certificate of Insurance:

23 12.9.1.1 An Additional Insured endorsement using ISO
 24 form CG 20 26 04 13, or a form at least as broad, naming the County of Orange,
 25 its elected and appointed officials, officers, agents and employees, as
 26 Additional Insureds or provide blanket coverage, which will state AS REQUIRED
 27 BY WRITTEN CONTRACT.
 28

1 12.9.1.2 A primary non-contributing endorsement using
2 ISO form CG 20 01 04 13, or a form at least as broad, evidencing that
3 CONTRACTOR's insurance is primary and any insurance or self-insurance
4 maintained by the County of Orange shall be excess and non-contributing.

5 12.9.2 The Network Security and Privacy Liability policy shall
6 contain the following endorsements which shall accompany the Certificate of
7 Insurance.

8 12.9.2.1 An Additional Insured endorsement naming the
9 County of Orange, its elected and appointed officials, officers, agents and
10 employees as Additional Insureds for its vicarious liability.

11 12.9.2.2 A primary and non-contributing endorsement
12 evidencing that the CONTRACTOR's insurance is primary and any insurance or
13 self-insurance maintained by the County of Orange shall be excess and non-
14 contributing.

15 12.10 The Workers' Compensation policy shall contain a waiver of
16 subrogation endorsement waiving all rights of subrogation against the County
17 of Orange, its elected and appointed officials, officers, agents and employees
18 or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

19 12.11 All insurance policies required by this Agreement shall waive all
20 rights of subrogation against the County of Orange, its elected and appointed
21 officials, officers, agents and employees when acting within the scope of
22 their appointment or employment.

23 12.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days
24 of any policy cancellation and ten (10) days for non-payment of premium and
25 provide a copy of the cancellation notice to COUNTY. Failure to provide
26 written notice of cancellation may constitute a material breach of the
27 contract, upon which the COUNTY may suspend or terminate this Agreement.

28 12.13 If CONTRACTOR's Professional Liability and Network Security &

1 Privacy Liability policies are a “claims made” policy, CONTRACTOR shall agree
2 to maintain Professional Liability and Network Security & Privacy Liability
3 coverage for two (2) years following completion of this Agreement.

4 12.14 The Commercial General Liability policy shall contain a
5 severability of interests clause also known as a “separation of insureds”
6 clause (standard in the ISO CG 0001 policy).

7 12.15 Insurance certificates should be mailed to COUNTY at the address
8 indicated in Paragraph 9 of this Agreement.

9 12.16 If CONTRACTOR fails to provide the insurance certificates and
10 endorsements within seven (7) days of notification by CEO/County Procurement
11 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

12 12.17 COUNTY expressly retains the right to require CONTRACTOR to
13 increase or decrease insurance of any of the above insurance types throughout
14 the term of this Agreement. Any increase or decrease in insurance will be as
15 deemed by County of Orange Risk Manager as appropriate to adequately protect
16 COUNTY.

17 12.18 COUNTY shall notify CONTRACTOR in writing of changes in the
18 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
19 certificates of insurance and endorsements with COUNTY incorporating such
20 changes within thirty (30) days of receipt of such notice, this Agreement may
21 be in breach without further notice to CONTRACTOR, and COUNTY shall be
22 entitled to all legal remedies.

23 12.19 The procuring of such required policy or policies of insurance
24 shall not be construed to limit CONTRACTOR’s liability hereunder nor to
25 fulfill the indemnification provisions and requirements of this Agreement, nor
26 act in any way to reduce the policy coverage and limits available from the
27 insurer.

28 13. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

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

3 13.1 Any accident or incident relating to services performed under this
4 Agreement that involves injury or property damage which may result in the
5 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

6 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
7 from or relating to services performed by CONTRACTOR under this Agreement.

8 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
9 property.

10 13.4 Any loss, disappearance, destruction, misuse or theft of any kind
11 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR
12 under the term of this Agreement.

13 14. CONFLICT OF INTEREST

14 The CONTRACTOR shall exercise reasonable care and diligence to prevent
15 any actions or conditions that could result in a conflict with the best
16 interests of COUNTY. This obligation shall apply to CONTRACTOR, CONTRACTOR's
17 employees, agents, and subcontractors associated with accomplishing work and
18 services hereunder. The CONTRACTOR's efforts shall include, but not be
19 limited to establishing precautions to prevent its employees, agents, and
20 subcontractors from providing or offering gifts, entertainment, payments,
21 loans, or other considerations which could be deemed to influence or appear to
22 influence COUNTY staff or elected officers from acting in the best interests
23 of COUNTY.

24 15. ANTI-PROSELYTISM PROVISION

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

1 16. SUPPLANTING GOVERNMENT FUNDS

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

11 17. EQUIPMENT

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

21 CONTRACTOR further agrees to the following:

22 17.1.1 To maintain all items of Capital Equipment in good
23 working order and condition, normal wear and tear excepted.

24 17.1.2 To label all items of Capital Equipment, do periodic
25 inventories as required by ADMINISTRATOR, and to maintain an inventory list
26 showing where and how the Capital Equipment is being used, in accordance with
27 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
28 ADMINISTRATOR within ten (10) days of any request therefore.

1 17.1.3 To report in writing to ADMINISTRATOR immediately after
2 discovery, the loss or theft of any items of Capital Equipment. For stolen
3 items, the local law enforcement agency must be contacted and a copy of the
4 police report submitted to ADMINISTRATOR.

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

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

18 17.3 Personal Computer Equipment

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

22 18. BREACH SANCTIONS

23 18.1 Failure by CONTRACTOR to comply with any of the provisions,
24 covenants, or conditions of this Agreement shall be a material breach of this
25 Agreement. In such event, ADMINISTRATOR may, and in addition to immediate
26 termination and any other remedies available at law, in equity, or otherwise
27 specified in this Agreement:

28 18.1.1 Afford CONTRACTOR a time period within which to cure the

1 breach, which period shall be established by ADMINISTRATOR; and/or

2 18.1.2 Discontinue reimbursement to CONTRACTOR for and during
3 the period in which CONTRACTOR is in breach, which reimbursement shall not be
4 entitled to later recovery; and/or

5 18.1.3 Offset against any monies billed by CONTRACTOR but yet
6 unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.1.2
7 above.

8 18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
9 pursuant to this Paragraph, which notice shall be deemed served on the date of
10 mailing.

11 19. PAYMENTS

12 19.1 Maximum Contractual Obligation

13 The maximum obligation of COUNTY under this Agreement shall not
14 exceed the amount of \$3,920,664, or actual allowable costs, whichever is less.
15 The annual amount for each twelve (12) month period is as follows:

16 19.1.1 \$1,306,888 for July 1, 2018 through June 30, 2019;

17 19.1.2 \$1,306,888 for July 1, 2019 through June 30, 2020; and

18 19.1.3 \$1,306,888 for July 1, 2020 through June 30, 2021.

19 Allowable Costs

20 During the term of this Agreement, COUNTY shall pay CONTRACTOR
21 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
22 pursuant to this Agreement, as defined in Title 2 CFR Part 200, or as approved
23 by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR
24 for anticipated allowable costs that will be incurred by CONTRACTOR for June
25 2019, 2020, and 2021, during the month of such anticipated expenditure.

26 19.2 Match

27 In providing services pursuant to this Agreement, CONTRACTOR shall
28 provide a match in an amount no less than ten percent (10%) of the amount paid

1 to CONTRACTOR by COUNTY each year covered by this Agreement. CONTRACTOR shall
2 not use government funds to provide its match without prior written approval
3 by the government agency providing the funds and ADMINISTRATOR. The match
4 shall be reflected on the monthly invoice and shall be deducted from payments
5 made by COUNTY to CONTRACTOR. In the event there is a portion of the match
6 unpaid at the termination of this Agreement, it shall be deducted from any
7 monies owed CONTRACTOR by COUNTY, or paid to COUNTY upon demand.

8 19.3 Claims

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

17 19.3.2 All claims must be submitted on a form approved by
18 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
19 source documents with the monthly claim, including, inter alia, a monthly
20 statement of services, general ledgers, supporting journals, time sheets,
21 invoices, canceled checks, receipts, and receiving records, some of which may
22 be required to be copied. Source documents that CONTRACTOR must submit shall
23 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
24 shall retain all financial records in accordance with Paragraph 25 of this
25 Agreement.

26 19.3.3 Payments should be released by COUNTY within a reasonable
27 time period of approximately thirty (30) days after receipt of a correctly
28 completed claim form and required supporting documentation.

1 19.3.4 Year End and Final Claims

2 19.3.4.1 CONTRACTOR shall submit a final claim for
3 each COUNTY fiscal year, July 1 through June 30, covered under the term of
4 this Agreement, as stated in Paragraph 1, by no later than August 30th of each
5 corresponding COUNTY fiscal year. Claims received after August 30th of each
6 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not
7 be reimbursed. ADMINISTRATOR may modify the date upon which the final claim
8 per each COUNTY fiscal year must be received, upon written notice to
9 CONTRACTOR.

10 19.3.4.2 The basis for final settlement shall be the
11 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 200,
12 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,
13 to the maximum obligation of COUNTY. In the event that any overpayment has
14 been made, COUNTY may offset the amount of the overpayment against the final
15 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
16 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
17 Nothing herein shall be construed as limiting the remedies of COUNTY in the
18 event an overpayment has been made.

19 20. OVERPAYMENTS

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

1 CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR
2 shall reimburse COUNTY within thirty (30) days thereafter and prior to any
3 administrative appeal process. CONTRACTOR agrees to pay all costs incurred by
4 COUNTY necessary to enforce the provisions set forth in this Paragraph.

5 21. OUTSTANDING DEBT

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

9 22. REVENUE

10 22.1 Whenever CONTRACTOR receives any money specifically designated for
11 use in programs funded through this Agreement, excluding any funds specified
12 as a CONTRACTOR match under this Agreement, such monies shall be considered to
13 be a cost off-set and treated as a reduction against the amount claimed by
14 CONTRACTOR.

15 22.2 CONTRACTOR is not required to apply grants or gifts which are
16 unrestricted in use to any cost or expense of CONTRACTOR in which COUNTY
17 participates.

18 22.3 CONTRACTOR may establish and utilize a sliding fee schedule,
19 approved by ADMINISTRATOR, to determine client fees for services provided.
20 However, CONTRACTOR shall not refuse services to clients referred by
21 ADMINISTRATOR because of inability or unwillingness to pay said fees.

22 22.4 CONTRACTOR shall make every reasonable effort to collect all
23 available third party reimbursement for which client may be eligible. Public
24 and private insurance carriers shall be billed on the basis of CONTRACTOR's
25 customary charges, if applicable.

26 22.5 Fees and revenues received by CONTRACTOR from or on behalf of
27 clients, including from public or private insurance carriers, shall be
28 deducted from any billings to COUNTY and shall reduce any obligation of COUNTY

1 under this Agreement.

2 23. FINAL REPORT

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

9 24. INDEPENDENT AUDIT

10 24.1 CONTRACTOR shall employ a licensed certified public accountant
11 who shall prepare and file with ADMINISTRATOR an annual organization-wide
12 audit of related expenditures during the term of this Agreement in compliance
13 with the 31 USC 7501 - 7507, as well as its implementing regulations under 2
14 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit
15 Requirements for Federal Awards. If CONTRACTOR is not subject to the
16 aforementioned regulations for any year covered during the term of this
17 Agreement, CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's
18 Report of CONTRACTOR's financial statements. The audit must be performed in
19 accordance with generally accepted government auditing standards. CONTRACTOR
20 shall cooperate with COUNTY, State, and/or federal agencies to ensure that
21 corrective action is taken within six (6) months after issuance of all audit
22 reports with regard to audit exceptions.

23 24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle
24 covers January 1 through December 31. CONTRACTOR shall provide ADMINISTRATOR
25 copies of organization-wide audits for each of the fiscal cycles corresponding
26 with the term of this Agreement. CONTRACTOR shall provide each audit within
27 fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to
28 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny

1 payment under this or any subsequent Agreement with CONTRACTOR until such time
2 as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may
3 modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

4 25. RECORDS, INSPECTIONS, AND AUDITS

5 25.1 Financial Records

6 25.1.1 CONTRACTOR shall prepare and maintain accurate and
7 complete financial records. Financial records shall be retained by CONTRACTOR
8 for a minimum of five (5) years from the date of final payment under this
9 Agreement, or until all pending COUNTY, State, and federal audits are
10 completed, whichever is later.

11 25.1.2 CONTRACTOR shall establish and maintain reasonable
12 accounting, internal control, and financial reporting standards in conformity
13 with generally accepted accounting principles established by the American
14 Institute of Certified Public Accountants and to the satisfaction of
15 ADMINISTRATOR.

16 25.2 Client Records

17 25.2.1 CONTRACTOR shall prepare and maintain accurate and
18 complete records of clients served and dates and type of services provided
19 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

20 25.2.2 CONTRACTOR shall keep all COUNTY data provided to
21 CONTRACTOR during the term(s) of this Agreement for a minimum of five (5)
22 years from the date of final payment under this Agreement, or until all
23 pending COUNTY, State, and federal audits are completed, whichever is later.
24 These records shall be stored in Orange County, unless CONTRACTOR requests and
25 COUNTY provides written approval for the right to store the records in another
26 county. Notwithstanding anything to the contrary, upon termination of this
27 Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to
28 COUNTY in accordance with Subparagraph 44.2

1 25.2.3 COUNTY may refuse payment for a claim if client records
2 are determined by COUNTY to be incomplete or inaccurate. In the event client
3 records are determined to be incomplete or inaccurate after payment has been
4 made, COUNTY may treat such payment as an overpayment within the provisions of
5 this Agreement.

6 25.3 Public Records

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

11 25.4 Inspections and Audits

12 25.4.1 The U.S. Department of Health and Human Services,
13 Comptroller General of the United States, Director of CDSS, State Auditor-
14 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
15 Department, or any of their authorized representatives, shall have access to
16 any books, documents, papers, and records, including medical records, of
17 CONTRACTOR which any of them may determine to be pertinent to this Agreement.
18 Further, all the above mentioned persons have the right at all reasonable
19 times to inspect or otherwise evaluate the work performed or being performed
20 under this Agreement and the premises in which it is being performed.

21 25.4.2 CONTRACTOR shall make its books and records available
22 within the borders of Orange County within ten (10) days of receipt of written
23 demand by ADMINISTRATOR.

24 25.4.3 In the event CONTRACTOR does not make available its books
25 and financial records within the borders of Orange County, CONTRACTOR agrees
26 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
27 designee, necessary to obtain CONTRACTOR's books and records.

28 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of

1 COUNTY's liability to the State or Federal Government or any agency thereof
2 resulting from any disallowances or other audit exceptions to the extent that
3 such liability is attributable to CONTRACTOR's failure to perform under this
4 Agreement.

5 25.5 Evaluation Studies

6 25.5.1 CONTRACTOR shall participate, as requested by COUNTY, in
7 research and/or evaluative studies designed to show the effectiveness and/or
8 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
9 project.

10 26. PERSONNEL DISCLOSURE

11 26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
12 all personnel providing services hereunder, including résumés and job
13 applications. Changes to the list will be immediately provided to
14 ADMINISTRATOR, in writing, along with a copy of a résumé and/or job
15 application. The list shall include:

16 26.1.1 Names and dates of birth of all full or part-time
17 personnel by title, including volunteer personnel, whose direct services are
18 required to provide the programs described herein;

19 26.1.2 A brief description of the functions of each position and
20 the hours each person works each week, or for part-time personnel, each day or
21 month, as appropriate;

22 26.1.3 The professional degree, if applicable, and experience
23 required for each position; and

24 26.1.4 The language skill, if applicable, for all personnel.

25 26.2 Where authorized by law, and in a manner consistent with
26 California Government Code §12952, CONTRACTOR shall require prospective
27 employees to provide detailed information regarding the conviction of a crime
28 by any court for offenses other than minor traffic offenses. Information

1 discovered subsequent to the hiring or promotion of any prospective employee
2 shall be cause for termination from the performance of services under this
3 Agreement.

4 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
5 COUNTY, a clearance on the following public websites of the names and dates of
6 birth for all employees and/or volunteers who will have direct, interactive
7 contact with clients served through this Agreement: U.S. Department of Justice
8 National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender
9 Registry (www.meganslaw.ca.gov).

10 26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
11 COUNTY, a criminal record background check on all employees (direct service
12 and administrative) funded through this Agreement and also all non-funded
13 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,
14 interactive contact with clients served through this Agreement. Background
15 checks conducted through the California Department of Justice shall include a
16 check of the California Central Child Abuse Index, when
17 applicable. Candidates will satisfy background checks consistent with this
18 Paragraph and their performance of services under this Agreement.

19 26.5 CONTRACTOR shall ensure that clearances and background checks
20 described in Subparagraphs 26.3 and 26.4 are completed prior to CONTRACTOR's
21 personnel providing services under this Agreement.

22 26.6 In the event a record is revealed through the processes described
23 in Subparagraphs 26.3 and 26.4, COUNTY will be available to consult with
24 CONTRACTOR on appropriateness of personnel providing services through this
25 Agreement.

26 26.7 CONTRACTOR warrants that all persons employed or otherwise
27 assigned by CONTRACTOR to provide services under this Agreement have
28 satisfactory past work records and/or reference checks indicating their

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

9 26.8 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
10 arrest and/or subsequent conviction, for offenses, other than minor traffic
11 offenses, of any paid employee and/or volunteer staff performing services
12 under this Agreement, when such information becomes known to CONTRACTOR.
13 ADMINISTRATOR may determine whether such employee and/or volunteer may
14 continue to provide services under this Agreement and shall provide notice of
15 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
16 with ADMINISTRATOR's decision shall be deemed a material breach of this
17 Agreement, pursuant to Paragraph 18 above.

18 26.9 COUNTY has the right to approve or disapprove all of CONTRACTOR's
19 staff performing work hereunder, and any proposed changes in CONTRACTOR's
20 staff.

21 26.10 COUNTY shall have the right to require CONTRACTOR to remove any
22 employee from the performance of services under this Agreement. At the
23 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

24 26.11 CONTRACTOR shall notify COUNTY immediately when staff is
25 terminated for cause from working on this Agreement.

26 26.12 Disqualification, if any, of CONTRACTOR staff, pursuant to
27 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all
28 work in accordance with the terms and conditions of this Agreement.

27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

28.1 CONTRACTOR certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Agreement.

28.2 In the case of an individual contractor or contractor doing

1 business in a form other than an individual, CONTRACTOR agrees to furnish
2 ADMINISTRATOR within thirty (30) days of the award of this Agreement:

3 28.2.1 His/her name, date of birth, Social Security Number, and
4 residence address; or

5 28.2.2 In the case of a contractor doing business in a form
6 other than as an individual, the name, date of birth, Social Security Number,
7 and residence address of each individual who owns an interest of ten percent
8 (10%) or more in the contracting entity.

9 28.3 It is expressly understood that this data will be transmitted to
10 governmental agencies charged with the establishment and enforcement of child
11 support orders, and for no other purpose.

12 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

25 30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

26 CONTRACTOR shall notify and provide to its employees, a fact sheet
27 regarding the Safely Surrendered Baby Law, its implementation in Orange
28 County, and where and how to safely surrender a baby. The fact sheet is

1 available on the Internet at www.babysafe.ca.gov for printing purposes. The
2 information shall be posted in all reception areas where clients are served.

3 31. SMOKE FREE ENVIRONMENT

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

8 32. UNATTENDED CHILD IN MOTOR VEHICLE ACT

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

14 33. CONFIDENTIALITY

15 33.1 CONTRACTOR agrees to maintain the confidentiality of its records
16 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
17 and all other provisions of law, and regulations promulgated thereunder
18 relating to privacy and confidentiality, as each may now exist or be hereafter
19 amended.

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

1 33.3 CONTRACTOR shall inform all of its employees, agents,
2 subcontractors, and all other individuals performing services under this
3 Agreement of this provision and that any person violating the provisions of
4 said California state law may be guilty of a crime.

5 33.4 CONTRACTOR agrees that any and all subcontracts entered into shall
6 be subject to the confidentiality requirements of this Agreement.

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

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

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

21 34. SECURITY

22 34.1 Security Requirements

23 34.1.1 CONTRACTOR agrees to maintain the confidentiality of all
24 COUNTY and COUNTY-related records and information pursuant to all statutory
25 laws relating to privacy and confidentiality that currently exists or exists
26 at any time during the term of this Agreement. CONTRACTOR represents and
27 warrants that it has implemented and will maintain during the term of this
28 Agreement administrative, physical, and technical safeguards to reasonably

1 protect private and confidential client information, to protect against
2 anticipated threats to the security or integrity of COUNTY data, and to
3 protect against unauthorized physical or electronic access to or use of COUNTY
4 data. Such safeguards and controls shall include at a minimum:

5 34.1.1.1 Storage of confidential paper files that
6 ensures records are secured, handled, transported, and destroyed in a manner
7 that prevents unauthorized access.

8 34.1.1.2 Control of access to physical and electronic
9 records to ensure COUNTY data is accessed only by individuals with a need to
10 know for the delivery of contract services.

11 34.1.1.3 Control to prevent unauthorized access and to
12 prevent CONTRACTOR employees from providing COUNTY data to unauthorized
13 individuals.

14 34.1.1.4 Firewall protection.

15 34.1.1.5 Use of encryption methods of electronic
16 COUNTY data while in transit from CONTRACTOR networks to external networks,
17 when applicable.

18 34.1.1.6 Measures to securely store all COUNTY data,
19 including, but not be limited to, encryption at rest and multiple levels of
20 authentication and measures to ensure COUNTY data shall not be altered or
21 corrupted without COUNTY's prior written consent. CONTRACTOR further
22 represents and warrants that it has implemented and will maintain during the
23 term of this Agreement administrative, technical, and physical safeguards and
24 controls consistent with State and federal security requirements.

25 34.2 Security Breach Notification

26 34.2.1 CONTRACTOR shall have policies and procedures in place
27 for the effective management of Security Breaches, as defined below. In the
28 event of any actual, attempted, suspected, threatened, or reasonably

1 foreseeable circumstance CONTRACTOR experiences or learns of that either
2 compromises or could reasonably be expected to comprise COUNTY data through
3 unauthorized use, disclosure, or acquisition of COUNTY data (“Security
4 Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After
5 such notification, CONTRACTOR shall, at its own expense, immediately:

6 34.2.1.1 Investigate to determine the nature and
7 extent of the Security Breach.

8 34.2.1.2 Contain the incident by taking necessary
9 action, including, but not limited to, attempting to recover records, revoking
10 access, and/or correcting weaknesses in security.

11 34.2.1.3 Report to COUNTY the nature of the Security
12 Breach, the COUNTY data used or disclosed, the person who made the
13 unauthorized use or received the unauthorized disclosure, what CONTRACTOR has
14 done or will do to mitigate any harmful effect of the unauthorized use or
15 disclosure, and the corrective action CONTRACTOR has taken or will take to
16 prevent future similar unauthorized use or disclosure.

17 34.2.2 The COUNTY, at its sole discretion and on a case-by-case
18 basis, will determine what actions are necessary in response to the Security
19 Breach and who will perform these actions. Actions may include, but are not
20 limited to: notifications; investigation and remediation costs, including
21 notification of all whose personal information was disclosed; outside
22 investigation; forensics; counsel; crisis management; and credit monitoring.
23 In the event COUNTY determines CONTRACTOR will conduct additional action(s),
24 CONTRACTOR shall bear the costs. In the event COUNTY conducts additional
25 actions(s) arising out of or in connection with a Security Breach, CONTRACTOR
26 shall reimburse COUNTY for costs associated to legally required actions.

27 35. COPYRIGHT ACCESS

28 The U.S. Department of Health and Human Services, the CDSS, and COUNTY

1 will have a royalty-free, nonexclusive, and irrevocable license to publish,
2 translate, or use, now and hereafter, all material developed under this
3 Agreement, including those covered by copyright.

4 36. WAIVER

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

13 37. PETTY CASH

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

16 38. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

17 38.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY.
18 The use and/or reproduction of COUNTY's name, logos, or symbols for any
19 purpose, including commercial advertisement, promotional purposes,
20 announcements, displays, or press releases, without COUNTY's prior written
21 consent is expressly prohibited.

22 38.2 CONTRACTOR may develop and publish information related to this
23 Agreement where all of the following conditions are satisfied:

24 38.2.1 ADMINISTRATOR provides its written approval of the
25 content and publication of the information at least thirty (30) days prior to
26 CONTRACTOR publishing the information, unless a different timeframe for
27 approval is agreed upon by the ADMINISTRATOR;

28 38.2.2 Unless directed otherwise by ADMINISTRATOR, the

1 information includes a statement that the program, wholly or in part, is
2 funded through County, State, and Federal Government funds;

3 38.2.3 The information does not give the appearance that the
4 COUNTY, its officers, employees, or agencies endorse:

5 38.2.3.1 Any commercial product or service; and,

6 38.2.3.2 Any product or service provided by
7 CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

8 38.2.4 If CONTRACTOR uses social media (such as Facebook,
9 Twitter, YouTube, or other publicly available social media sites) to publish
10 information related to this Agreement, CONTRACTOR shall develop social media
11 policies and procedures and have them available to the ADMINISTRATOR.
12 CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
13 they pertain to any social media developed in support of the services
14 described within this Agreement. The policy is available on the Internet at
15 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

16 39. REPORTS

17 39.1 CONTRACTOR shall provide information deemed necessary by
18 ADMINISTRATOR to complete any State-required reports related to the services
19 provided under this Agreement.

20 39.2 CONTRACTOR shall maintain records and submit reports containing
21 such data and information regarding the performance of CONTRACTOR's services,
22 costs, or other data relating to this Agreement, as may be requested by
23 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
24 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

25 40. ENERGY EFFICIENCY STANDARDS

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

1 41. ENVIRONMENTAL PROTECTION STANDARDS

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

7 41.1 No facility to be utilized in the performance of the proposed
8 grant has been listed on the EPA List of Violating Facilities;

9 41.2 It will notify COUNTY prior to award of the receipt of any
10 communication from the Director, Office of Federal Activities, U.S. EPA,
11 indicating that a facility to be utilized for the grant is under consideration
12 to be listed on the EPA List of Violating Facilities; and

13 41.3 It will notify COUNTY and EPA about any known violation of the
14 above laws and regulations.

15 42. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
16 FEDERAL TRANSACTIONS

17 42.1 CONTRACTOR shall be in compliance with Section 319 of Public Law
18 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect
19 to those provisions set down by the Office of Management and Budget and
20 published in the Federal Register dated December 20, 1989, Volume 54, No. 243,
21 pp. 52306-52332. Under these laws and regulations, it is mutually understood
22 that any contract which utilizes federal monies in excess of \$100,000 must
23 contain, and CONTRACTOR must certify compliance utilizing a form provided by
24 ADMINISTRATOR that cites the following:

25 42.1.1 The definitions and prohibitions contained in the clause
26 at Federal Acquisition Regulation 52.203-12, Limitation on Payments to
27 Influence Certain Federal Transactions, included in this solicitation, are
28 hereby incorporated by reference in Subparagraph 42.1.2 of this certification.

1 42.1.2 The offeror, by signing its offer, hereby certifies to
2 the best of his or her knowledge and belief as of December 23, 1989, that

3 42.1.2.1 No federal appropriated funds have been paid
4 or will be paid to any person for influencing or attempting to influence an
5 officer or employee of any agency, a Member of Congress, an officer or
6 employee of Congress, or an employee of a Member of Congress on his or her
7 behalf in connection with the awarding of any federal contract, the making of
8 any federal grant, the making of any federal loan, the entering into of any
9 cooperative agreement, and the extension, continuation, renewal, amendment, or
10 modification of any federal contract, grant, loan or cooperative agreement;

11 42.1.2.2 If any funds other than federal appropriated
12 funds (including profit or fee received under a covered federal transaction)
13 have been paid, or will be paid, to any person for influencing or attempting
14 to influence an officer or employee of any agency, a Member of Congress, an
15 officer or employee of Congress, or an employee of a Member of Congress on his
16 or her behalf in connection with this solicitation, the offeror shall complete
17 and submit with its offer OMB standard form LLL, Disclosure of Lobbying
18 Activities, to the Contracting Officer; and

19 42.1.2.3 He or she will include the language of this
20 certification in all subcontract awards at any tier and require that all
21 recipients of subcontract awards in excess of \$100,000 shall certify and
22 disclose accordingly.

23 42.1.3 Submission of this certification and disclosure is a
24 prerequisite for making or entering into this Agreement imposed by Section
25 1352, Title 31, USC. Any person who makes an expenditure prohibited under
26 this provision or who fails to file or amend the disclosure form to be filed
27 or amended by this provision, shall be subject to a civil penalty of not less
28 than \$10,000, and not more than \$100,000, for each such failure.

1 43. POLITICAL ACTIVITY

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

5 44. TERMINATION PROVISIONS

6 44.1 ADMINISTRATOR may terminate this Agreement without penalty,
7 immediately with cause or after thirty (30) days written notice without cause,
8 unless otherwise specified. Notice shall be deemed served on the date of
9 mailing. Cause shall include, but not be limited, to any breach of contract,
10 any partial misrepresentation whether negligent or willful, fraud on the part
11 of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's
12 reasonable control, and repeated or continued violations of COUNTY ordinances
13 unrelated to performance under this Agreement that, in the reasonable opinion
14 of COUNTY, indicate a willful or reckless disregard for COUNTY laws and
15 regulations. Exercise by ADMINISTRATOR of the right to terminate this
16 Agreement shall relieve COUNTY of all further obligations under this
17 Agreement.

18 44.2 For ninety (90) calendar days prior to the expiration date of this
19 Agreement, or upon notice of termination of this Agreement ("Transition
20 Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly
21 transfer of service responsibilities, case records, and pertinent documents.
22 The Transition Period may be modified as agreed upon in writing by the
23 parties. During the Transition Period, service and data access shall continue
24 to be made available to COUNTY without alteration. CONTRACTOR also shall
25 assist COUNTY in extracting and/or transitioning all data in the format
26 determined by COUNTY.

27 44.3 In the event of termination of this Agreement, cessation of
28 business by CONTRACTOR, or any other event preventing CONTRACTOR from

1 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data
2 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if
3 requested to do so on such media as reasonably requested by COUNTY, even if
4 COUNTY is then or is alleged to be in breach of this Agreement.

5 44.4 The obligations of COUNTY under this Agreement are contingent upon
6 the availability of federal and/or State funds, as applicable, for the
7 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
8 for the services hereunder in the budget approved by the Orange County Board
9 of Supervisors each fiscal year this Agreement remains in effect or operation.
10 In the event that such funding is terminated or reduced, ADMINISTRATOR may
11 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
12 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
13 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
14 notification of such determination. CONTRACTOR shall immediately comply with
15 ADMINISTRATOR's decision.

16 44.5 If any term, covenant, condition, or provision of this Agreement
17 or the application thereof is held invalid, void, or unenforceable, the
18 remainder of the provisions in this Agreement shall remain in full force and
19 effect and shall in no way be affected, impaired, or invalidated thereby.

20 45. GOVERNING LAW AND VENUE

21 This Agreement has been negotiated and executed in the State of
22 California and shall be governed by and construed under the laws of the State
23 of California, without reference to conflict of law provisions. In the event
24 of any legal action to enforce or interpret this Agreement, the sole and
25 exclusive venue shall be a court of competent jurisdiction located in Orange
26 County, California, and the parties hereto agree to and do hereby submit to
27 the jurisdiction of such court, notwithstanding Code of Civil Procedure
28 Section 394. Furthermore, the parties specifically agree to waive any and all

1 rights to request that an action be transferred for trial to another county.

2 46. SIGNATURE IN COUNTERPARTS

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

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

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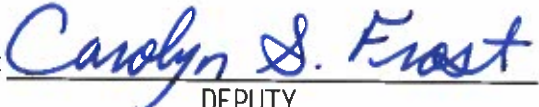
WHEREFORE, the parties hereto have executed this Agreement in the County of Orange, California.

By:  By: _____
 TIMOTHY H. FARLEY CHAIR
 ASSISTANT EXECUTIVE DIRECTOR OF THE BOARD OF SUPERVISORS
 NEW ALTERNATIVES, INC. COUNTY OF ORANGE, CALIFORNIA

Dated: 4/4/18 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: 04/05/18

1 EXHIBIT A

2 TO

3 AGREEMENT

4 BETWEEN

5 COUNTY OF ORANGE

6 AND

7 NEW ALTERNATIVES, INC.

8 FOR THE PROVISION OF CHILD ABUSE PREVENTION AND INTERVENTION SERVICES

9 IN-HOME COACHING SERVICES

10 1. POPULATION TO BE SERVED

11 1.1 CONTRACTOR shall provide In-Home Coaching Services (IHCS) to
12 families referred by Social Service Agency (SSA). The population to be served,
13 as defined in this Paragraph, shall hereinafter be referred to as
14 "FAMILY/FAMILIES." FAMILIES include persons SSA determines to be families with
15 children, who are at risk, or have a history of abuse or neglect, including
16 domestic abuse. FAMILIES generally include, a PARENT and child that require
17 intervention or highly specific services in the home. Some FAMILIES are in
18 crisis and may require immediate intervention services and/or resources and
19 may be in jeopardy of having children placed in out of home care. Other
20 FAMILIES have had their children removed from the home and require
21 intervention services and/or resources to assist them in reunifying with their
22 children. FAMILIES may be working with Children and Family Services (CFS) on a
23 voluntary basis or have children under the supervision of CFS on a non-
24 voluntary basis.

25 1.1.1 PARENT(S) generally include biological parents,
26 relatives, and non-relative extended family members (NREFM) of children ages
27 birth (0) through seventeen (17) years, and shall hereinafter be referred to
28 as "PARENTS."

1 1.1.2 FAMILIES not defined in Subparagraph 1.1.1 may be
2 eligible to receive services on a case by case basis with concurrence of
3 Resource Development and Management (RDM) program staff.

4 2. GOALS, STRATEGIES, AND OUTCOMES

5 2.1 CONTRACTOR shall incorporate the five (5) Protective Factors, into
6 service delivery in order to help strengthen FAMILIES, and prevent abuse and
7 neglect. The Protective Factors are:

8 2.1.1 Social Connections: Isolated families lead to a higher
9 risk of child abuse. Families need to build trusting relationships and
10 connect with others to strengthen parenting skills and decrease risk of abuse.

11 2.1.2 Knowledge of Parenting and Child Development: This leads
12 to appropriate expectations and the use of more developmentally appropriate
13 guidance techniques.

14 2.1.3 Social and Emotional Competence of Children: Children
15 who are educated about identifying feelings, empathizing with others, sharing
16 emotions appropriately, and problem-solving, have more positive interactions
17 with others.

18 2.1.4 Concrete Support in Times of Need: Immediate support and
19 resources should be provided when a family is in crisis.

20 2.1.5 Parental Resilience: This involves bouncing back from
21 difficulties, i.e., recognizing challenges/feelings in difficult times, and
22 the ability to have hope, problem-solve, and take action.

23 2.2 CONTRACTOR shall provide a pre- and post-test survey to PARENTS.
24 Survey results shall demonstrate an improvement in knowledge of parenting and
25 child development as a result of services provided by CONTRACTOR.

26 2.3 CONTRACTOR shall provide a pre- and post-test survey to PARENTS.
27 Survey results shall demonstrate an improvement in parental resilience as a
28 result of services provided by CONTRACTOR.

1 2.4 CONTRACTOR shall complete an initial home visit within ten (10)
2 calendar days for ninety percent (90%) of FAMILIES.

3 2.5 CONTRACTOR shall ensure FAMILIES will successfully complete IHCS
4 as follows:

5 2.5.1 Minimum of seventy percent (70%) of referred FAMILIES
6 will complete IHCS per the goals on the Assessment and Treatment Plan (ATP) in
7 Year One (1) as described in Subparagraph 4.17 of this Exhibit.

8 2.5.2 Minimum of eighty percent (80%) of referred FAMILIES will
9 complete IHCS per the goals on the ATP in Year Two (2).

10 2.5.3 Minimum of eighty five percent (85%) of referred FAMILIES
11 will complete IHCS per the goals on the ATP in Year Three (3).

12 3. HOURS OF OPERATION

13 3.1 CONTRACTOR shall provide services during hours that are responsive
14 to the needs of the target population, as determined by ADMINISTRATOR. At a
15 minimum, CONTRACTOR shall provide services Monday through Friday, and on
16 Saturdays, from 6:00 a.m. to 8:00 p.m., and as necessary on Sundays and
17 holidays. At minimum, fifty percent (50%) of the services will occur during
18 early morning hours (6:00 a.m. to 9:00 a.m.), evenings (3:00 p.m. to 8:00
19 p.m.), and Saturdays.

20 3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday
21 schedule which is as follows: New Year's Day, Martin Luther King Day,
22 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,
23 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after
24 Thanksgiving Day, and Christmas Day. CONTRACTOR shall obtain prior written
25 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday
26 schedule and the hours listed in Subparagraph 3.1 of this Exhibit A. Any
27 unauthorized closure shall be deemed a material breach of this Agreement,
28 pursuant to Paragraph 18.

1 3.3 In accordance with Subparagraph 4.10, CONTRACTOR shall be
2 available to attend monitored or supervised visits.

3 3.4 CONTRACTOR shall be available to receive calls from PARENTS that
4 wish to schedule, cancel, or reschedule an IHCS appointment, twenty-four (24)
5 hours a day, seven (7) days a week.

6 4. SERVICES

7 4.1 CONTRACTOR's services shall be outcome driven and identify
8 indicators that accurately reflect progress toward stated service delivery
9 goals. CONTRACTOR shall measure and document the FAMILIES' improvement after
10 intervention in the case file notes and reports.

11 4.2 CONTRACTOR's services should be family-centered, family-friendly,
12 culturally responsive, and trauma informed.

13 4.3 CONTRACTOR's services shall be provided in two tiers:

14 4.3.1 Level 1 - FAMILIES served require a minimum level of
15 intervention or highly specific services in the home as determined by the
16 Senior Social Worker (SSW). CONTRACTOR shall provide two (2) hours and no more
17 than four (4) hours of in home services per FAMILY, per session, for a
18 duration not to exceed six (6) sessions.

19 4.3.2 Level 2 - FAMILIES served require a higher level of
20 intervention or highly specific services as determined by the SSW. CONTRACTOR
21 shall provide four (4) hours and no more than six (6) hours of in home
22 services per FAMILY, per session for a duration not to exceed eight (8)
23 sessions.

24 4.3.3 Upon assessment of the FAMILY, should the CONTRACTOR
25 determine Level 1 services are not sufficient CONTRACTOR shall submit a
26 request to increase the level to Resource Development and Management (RDM) and
27 SSW for approval.

28 4.4 CONTRACTOR shall address barriers to engage FAMILIES that are

1 resistive to participating in IHCS.

2 4.5 CONTRACTOR shall provide IHCS using evidence-based models based on
3 the strengths and needs of the FAMILY to educate PARENTS on topics, including,
4 but not limited to, the following:

5 4.5.1 Positive child behavior and how to encourage such
6 positive behavior.

7 4.5.2 Stages of child development.

8 4.5.3 Parenting styles.

9 4.5.4 The difference between discipline and punishment.

10 4.5.5 Effective, age appropriate discipline and expectations;
11 effective use of praise to promote positive behavior.

12 4.5.6 Structure, routine, clear limit setting and direction.

13 4.5.7 The difference between rewards and bribes.

14 4.5.8 Housekeeping.

15 4.5.9 Development and effectiveness of chore charts.

16 4.5.10 Creating a reward point system; when/then, either/or
17 choices.

18 4.5.11 Re-directive behavioral methods (ignoring misbehavior,
19 time-outs, and avoiding power struggles).

20 4.5.12 Natural and logical consequences of behavior.

21 4.5.13 Conflict resolution and anger management techniques.

22 4.5.14 Preventive teaching for safety issues for children in and
23 out of the home.

24 4.5.15 Child directed/unstructured play.

25 4.5.16 Parental self-control (parents as role models).

26 4.5.17 Behavior problem solving (hitting, biting, cursing and
27 stealing).

28 4.5.18 Budgeting.

1 4.5.19 Nutrition.

2 4.5.20 Hygiene.

3 4.5.21 Verbal and non-verbal communications skills.

4 4.5.22 Educate FAMILY members on the concept of child abuse and
5 prevention of child abuse.

6 4.6 CONTRACTOR shall identify and address the FAMILY's immediate basic
7 needs which could include housing, food, and clothing, by referring them to
8 appropriate community resources, as referenced in Subparagraph 4.19 of this
9 Exhibit A.

10 4.7 CONTRACTOR shall use its best efforts to maintain the assignment
11 of the same staff to a particular FAMILY in order to establish trust and
12 preserve continuity for the FAMILY.

13 4.8 CONTRACTOR shall provide the FAMILY transportation to
14 appointments, when needed.

15 4.9 CONTRACTOR shall accompany FAMILY to initial medical appointments,
16 school conferences, counseling appointments, or resources outside the FAMILY
17 home, as deemed necessary by ADMINISTRATOR.

18 4.10 CONTRACTOR shall attend monitored or supervised visits in order to
19 provide hands-on coaching to PARENTS, relatives, and caregivers. A maximum of
20 sixty percent (60%) of in-home coaching services shall occur during
21 monitored/supervised visits between the PARENT(S) and child(ren), unless
22 otherwise ordered by the Juvenile Court.

23 4.11 CONTRACTOR shall instruct FAMILY on how to access public
24 transportation, if necessary.

25 4.12 CONTRACTOR shall assist FAMILY in finding licensed child care
26 resources, as needed.

27 4.13 CONTRACTOR shall notify the referred FAMILY and assigned SSW
28 within three (3) business days of receipt of a referral and indicate the

1 anticipated service start date.

2 4.14 CONTRACTOR shall conduct an initial FAMILY assessment within ten
3 (10) business days of notifying the referred FAMILY and SSW, or as otherwise
4 approved by SSW.

5 4.14.1 During the initial FAMILY assessment CONTRACTOR shall
6 complete a; safety check of the home, financial forms, and social and family
7 histories.

8 4.15 Within two (2) days prior to an appointment, CONTRACTOR must call
9 or text the FAMILY to remind them of appointments and provide the FAMILY
10 transportation to appointments, assist in rescheduling appointments, etc., if
11 applicable.

12 4.16 CONTRACTOR shall conduct a termination session as part of the
13 final meeting with the FAMILY.

14 4.17 Assessment and Treatment Plan

15 At the initial FAMILY assessment, CONTRACTOR shall develop a
16 written Assessment and Treatment Plan (ATP), identify the primary service
17 needs that precipitated the FAMILY's referral, and develop measurable
18 objectives to be reached during the service period. The ATP shall:

19 4.17.1 Be consistent with the reason for referral and based on
20 the priorities identified by the SSW, and establish specific goals to meet the
21 individualized needs of the FAMILY.

22 4.17.2 Incorporate input from the FAMILY and be strength-based
23 to lead to the development of FAMILY competence.

24 4.17.3 Include specific, measurable, achievable, realistic and
25 time-bound goals.

26 4.17.4 Include specific community resources, based on the
27 FAMILY's need(s) that will be offered to the FAMILY prior to termination of
28 services.

1 4.17.5 List all contacts, including phone calls and emails, with
2 the FAMILY, SSW, and collateral sources.

3 4.17.6 List scheduled appointments which the FAMILY fails to
4 keep.

5 4.17.7 Be sent to RDM for processing within fifteen (15)
6 calendar days of completion of the initial home assessment.

7 4.18 Pre-and Post-Tests

8 CONTRACTOR shall administer pre- and post-tests which measure
9 changes in FAMILIES. The pre-test will be administered during the FAMILIES
10 initial home assessment session and the post-test will be administered during
11 the termination session.

12 4.19 Community Resource Linkages

13 CONTRACTOR shall:

14 4.19.1 Capitalize on opportunities to provide integrated,
15 coordinated, and easily accessible resources and link the FAMILY to them,
16 including familiarizing the FAMILY with the community Family Resource Center,
17 if one is in their area. Resources shall be specific to the reason for the
18 referral and the needs of each FAMILY. CONTRACTOR shall ensure the FAMILY
19 follows-up on the linkages.

20 4.19.2 Teach the FAMILY how to independently obtain assistance
21 and/or services through community resources.

22 4.19.3 Follow-up with the FAMILY and community resource to
23 determine if the FAMILY was successful in accessing services and indicate
24 which services the FAMILY was linked to on each FAMILY'S Termination Report.

25 5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

26 CONTRACTOR shall:

27 5.1 Appear and testify at Juvenile Court hearings, when subpoenaed or
28 requested by SSA.

1 5.2 Prohibit Volunteers and Student Interns employed under this
2 Agreement from transporting FAMILIES under any circumstances.

3 5.3 Advise SSW when there is reasonable suspicion to believe a FAMILY
4 member may be abusing drugs and/or alcohol.

5 5.4 Extension Request Requirements

6 5.4.1 CONTRACTOR must obtain prior written approval from the
7 RDM program staff for any extension of services and must provide justification
8 for service extension. The extension request must be submitted to RDM program
9 staff at least fifteen (15) calendar days in advance of the scheduled service
10 termination date.

11 5.4.2 Submit an extension request, when applicable and in
12 accordance with Subparagraph 5.4.2, of this Exhibit A, to provide IHCS beyond
13 the initial service period for up to an additional three (3) weeks of
14 services. Extension requests must be approved by RDM prior to continuing
15 services.

16 5.4.3 Extension requests on closed CFS cases will not be
17 approved. Services provided to a FAMILY who does not have an open CFS case
18 will not be reimbursed.

19 5.4.4 CONTRACTOR understands that continuing services beyond
20 the specified service period without a written approved extension request will
21 result in CONTRACTOR incurring upon itself all fiscal obligations related to
22 those services.

23 5.4.5 CONTRACTOR shall be responsible for documenting and
24 tracking all dates of services, including start and end dates.

25 5.5 No Show Policy

26 5.5.1 CONTRACTOR shall consider the FAMILY a no show unless
27 the FAMILY calls CONTRACTOR at least twenty-four (24) hours in advance of a
28 scheduled appointment to reschedule a time within the same calendar week

1 (Sunday to Saturday).

2 5.5.2 CONTRACTOR shall notify the SSW of the missed appointment
3 (no show) by telephone within two (2) business days after the missed
4 appointment.

5 5.5.3 CONTRACTOR shall send a written no show letter, approved
6 as to form by the ADMINISTRATOR and RDM, to the FAMILY in the appropriate
7 primary language with a copy to the SSW. If the FAMILY's primary language is
8 other than English, CONTRACTOR shall also send a copy of the English language
9 version of the letter to the SSW. A copy of every no show letter, in
10 applicable languages, shall be maintained in FAMILY's file.

11 5.5.4 CONTRACTOR shall suspend services if the FAMILY
12 accumulates three (3) no shows.

13 5.5.5 The SSW may reinstate the FAMILY to continue to receive
14 services within ten (10) business days of SSW's receipt of the third no show
15 letter. A FAMILY may be reinstated only once during the service period;
16 however, exceptions may be made by the SSW for a FAMILY with a court-ordered
17 case plan. CONTRACTOR shall notify RDM of every request for reinstatement.
18 In such cases, CONTRACTOR shall schedule the reinstated FAMILY in the next
19 available service slot.

20 5.5.6 CONTRACTOR shall terminate FAMILY after ten (10) business
21 days, if SSW does not request that the FAMILY be reinstated.

22 5.6 Special Incident Report Requirements

23 5.6.1 In the event of a special incident, CONTRACTOR shall make
24 telephone contact with SSW, SSW's supervisor, or CFS Officer of the Day,
25 Monday through Friday, from 8:00 a.m. to 5:00 p.m., no later than three (3)
26 hours after the incident (voicemail is not acceptable). A special incident is
27 any unusual, aggressive, or high-risk behavior by a FAMILY member, as directly
28 related to this Agreement, or if there are any injuries suffered by any party

1 in the delivery of services to a FAMILY.

2 5.6.2 Should the incident occur after hours or on weekends, the
3 CONTRACTOR shall leave a voice mail message for the SSW, the SSW's supervisor
4 and notify Orangewood Children and Family Center at (714) 935-7171.

5 5.6.3 If the incident does not meet the criteria specified in
6 Subparagraph 5.6.1, CONTRACTOR shall notify the SSW within three (3) hours,
7 voicemail is acceptable.

8 5.6.4 CONTRACTOR shall document the incident by completing the
9 Special Incident Report form provided by SSA. CONTRACTOR shall submit the
10 Special Incident Report to SSW, ADMINISTRATOR and RDM within one (1) business
11 day of the incident and must place a copy in the FAMILY's case file.

12 5.7 Family Case Records

13 CONTRACTOR shall maintain on each FAMILY:

14 5.7.1 Case Notes which shall:

15 5.7.1.1 Be complete, signed, and dated for every
16 entry.

17 5.7.1.2 Detail the CONTRACTOR's observations and
18 interaction with the FAMILY consistent with the ATP and monthly telephonic
19 Progress Report, or monthly written Progress Reports.

20 5.7.1.3 Document telephone calls to the SSW to report
21 the FAMILY'S progress and dates written Progress Reports sent to SSW.

22 5.7.1.4 Record date when case was reviewed with
23 supervisor.

24 5.7.1.5 Record monthly staffings when FAMILY is
25 discussed.

26 5.7.1.6 Document all written and verbal
27 communications with the SSA social worker.

28 5.7.1.7 Document any incidents requiring a Special

1 Incident Report.

2 5.7.2 Case Records which shall include, but not be limited to:

3 5.7.2.1 FAMILY's name, address, phone number,
4 employment information.

5 5.7.2.2 Names, birth dates, and gender of all FAMILY
6 members.

7 5.7.2.3 Other persons in the home and their
8 relationship to the FAMILY.

9 5.7.2.4 Referral form and any referral documentation
10 provided by COUNTY.

11 5.7.2.5 ATP and, if applicable, Revised ATP.

12 5.7.2.6 Monthly Progress Reports.

13 5.7.2.7 Extension Requests.

14 5.7.2.8 Termination Reports.

15 5.7.2.9 Social and FAMILY histories.

16 5.7.2.10 Fee assessment/financial information forms.

17 5.7.2.11 No show Letters.

18 6. WORKLOAD STANDARDS

19 6.1 CONTRACTOR's workload standards, with respect to Exhibit A to this
20 Agreement, are as follows:

21 6.1.1 Each hour of IHCS shall be counted as one (1) hour of
22 service regardless of the number of FAMILY members being served.

23 6.1.2 No show appointments shall not be counted as direct
24 service hours.

25 7. REPORTS

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

28 7.1.1 ATPs as described in Subparagraph 4.17 of this Exhibit A,

1 within fifteen (15) calendar days of completing the initial
2 FAMILY visit.

3 7.1.2 Revised ATPs if the goals listed on the ATP need to be
4 revised during the service period. The revised ATP shall be submitted to RDM
5 within fifteen (15) calendar days. If the FAMILY has an open Juvenile Court
6 case, the revised ATP goals must be discussed with the SSW.

7 7.1.3 Monthly Telephonic Progress Reports which documents
8 CONTRACTOR's monthly telephone contact with the SSW to report on the FAMILY's
9 progress, barriers, community resource linkages, etc.

10 7.1.4 Termination Reports (TR) due within fifteen (15) days of
11 termination of services, in a format approved by SSA, for each FAMILY in which
12 services have been terminated during the preceding month. This report shall
13 include, but not be limited to:

14 7.1.4.1 A summary of the information provided via the
15 monthly progress (telephonic) reports described in Subparagraph 7.1.3 of this
16 Exhibit A.

17 7.1.4.2 A copy of the pre- and post-tests
18 administered to the FAMILY.

19 7.1.4.3 All community resources/referrals given by
20 CONTRACTOR to FAMILY for follow up services.

21 7.1.4.4 FAMILY'S improvement after intervention and
22 changes in the FAMILY over the course of service.

23 7.1.4.5 Issues identified regarding FAMILY's ongoing
24 needs.

25 7.1.4.6 The reason services were terminated and if
26 the FAMILY successfully addressed the goals in the ATP/revised ATP.

27 7.1.5 Reports on Closed CFS Cases

28 7.2 ATPs and TRs prepared and submitted for closed CFS cases shall

1 indicate "Closed CFS Case" in the field for SSW's name.

2 7.3 Workload Standards Report

3 To be submitted to the ADMINISTRATOR by the tenth (10th) calendar
4 day of each month, to include the following information for the preceding
5 month:

6 7.3.1.1 Number of new FAMILIES referred.

7 7.3.1.2 Program of referring SSW.

8 7.3.1.3 Number of hours of IHCS provided each month.

9 7.3.1.4 Number of English, Spanish, and Vietnamese
10 speaking FAMILIES served.

11 7.3.1.5 Number of collateral service hours provided.

12 7.3.1.6 Number of hours spent at Juvenile Court.

13 7.3.1.7 Number of active cases at the end of the
14 month.

15 7.3.1.8 Number of cases closed during the month.

16 7.3.1.9 Number of English, Spanish, and Vietnamese
17 speaking FAMILIES on a waiting list and the anticipated wait time until
18 services begin, by each language group.

19 7.3.1.10 Trainings and/or conferences attended by
20 staff, including Volunteers.

21 7.3.1.11 Number of FAMILIES who had no shows.

22 7.3.1.12 Total number of hours of no shows for the
23 month.

24 7.3.1.13 Number of Child-Family Team meetings
25 attended.

26 7.4 Monthly Activity Log

27 7.4.1 CONTRACTOR shall submit a monthly activity log to RDM
28 that includes, but is not limited to, FAMILY name(s), SSA case numbers, date

1 referral received, date FAMILY contacted, date services started, and the
2 number of direct service hours provided to each FAMILY. The report shall be
3 submitted by the tenth (10th) day of each month for the preceding month.

4 7.5 Any additional information regarding the program's progress shall
5 be prepared in a format approved by ADMINISTRATOR.

6 8. MEETINGS

7 8.1 CONTRACTOR's direct service staff shall attend trainings, and
8 meetings, as requested by ADMINISTRATOR.

9 8.2 CONTRACTOR shall be required to attend Child-Family Team (CFT):
10 meetings.

11 8.2.1 CFT meetings are family-centered, strength-based and
12 collaborative to develop a plan of care in the best interest of the child and
13 familial supports.

14 9. QUALITY ASSURANCE

15 Utilization Review

16 9.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least semi-
17 annually to review and evaluate a random selection of FAMILY case records.
18 The review may include, but is not limited to, an evaluation of the necessity
19 and appropriateness of services provided and length of services. FAMILY cases
20 to be reviewed shall be randomly selected by ADMINISTRATOR and may include
21 both open and closed cases.

22 9.2 ADMINISTRATOR may conduct a Utilization Review (UR) at
23 CONTRACTOR's facility referenced in Paragraph 10 of this Exhibit A, with date
24 and time determined at ADMINISTRATOR's discretion. ADMINISTRATOR may provide
25 oral and/or written feedback regarding the UR findings. CONTRACTOR shall
26 comply with the findings of the UR and take corrective action accordingly.

27 9.3 In the event CONTRACTOR, ADMINISTRATOR, and COUNTY's Children and
28 Family Services staff representatives and/or ADMINISTRATOR's designee are

1 unable to resolve differences of opinion regarding the necessity and
2 appropriateness of services and length of services, the dispute shall be
3 submitted to COUNTY's Director of Children and Family Services for final
4 resolution. Nothing in this Paragraph shall affect COUNTY's termination rights
5 under Paragraph 44 of this Agreement

6 Case Review Conference

7 9.4 CONTRACTOR shall conduct monthly Case Review Conferences (CRCs) in
8 which direct service staff will present selected SSA cases for discussion.
9 Topics to be discussed may include FAMILY dynamics, FAMILY genogram, case
10 challenges, successful service delivery strategies, resources utilized, and
11 outcomes. ADMINSTRATOR may attend CRCs on a quarterly basis to provide
12 consultation and assistance in monitoring and determining the focus of
13 programmatic services. CONTRACTOR shall notify the SSWs of the cases to be
14 discussed at the CRC at least two (2) weeks in advance of the scheduled
15 meeting to afford the SSWs an opportunity to participate

16 10. FACILITIES

17 10.1 Administrative services under this Agreement shall be provided at:

18 New Alternatives, Inc.

19 1202 W. Civic Center Drive, Suite 205

20 Santa Ana, CA 92703

21 10.2 IHCS will be provided primarily in the homes of FAMILIES referred
22 for service.

23 10.3 CONTRACTOR and ADMINISTRATOR may agree in writing as to the
24 facility (ies) and location(s) where services shall be provided without
25 changing COUNTY's maximum obligation.

26 11. BUDGET FOR IHCS

27 11.1 The annual budget for services provided, pursuant to Exhibit A of
28 this AGREEMENT, is set forth as follows:

<u>SALARIES</u>	<u>FTE⁽¹⁾</u>	Maximum Hourly Rate ⁽²⁾	Annual Budget
<u>DIRECT SERVICE POSITIONS</u>			
Program Supervisor	1.00	\$31.00	\$58,240.00
Counselor I	2.00	\$22.75	\$82,160.00
Counselor I (Bi-lingual Spanish)	4.00	\$22.75	\$164,320.00
Paraprofessional	1.00	\$20.75	\$36,920.00
Paraprofessional (Bi-lingual Spanish)	2.00	\$20.75	\$73,840.00
Student Intern and/or Volunteer (In-Kind)	<u>1.27</u>	\$16.50	<u>\$43,586.00</u>
SUBTOTAL DIRECT SERVICE SALARIES	11.27		\$459,066.00
DIRECT SERVICE BENEFITS ⁽³⁾ (27%)			\$112,180.00
Student Intern/Volunteer (In-Kind Benefits 27%)			<u>\$11,768.00</u>
TOTAL DIRECT SALARIES AND BENEFITS			\$583,014.00
<u>ADMINISTRATIVE POSITIONS</u>			
Clerk	0.40	\$20.00	\$14,144.00
Accounting/Bookkeeping	0.20	\$37.50	<u>\$14,352.00</u>
SUBTOTAL ADMINISTRATIVE SALARIES	0.60		\$28,496.00
ADMINISTRATIVE SERVICE BENEFITS ⁽³⁾ (27%)			\$7,694.00
SUBTOTAL ADMINISTRATIVE SALARIES/BENEFITS			<u>\$36,190.00</u>
TOTAL ALL SALARIES AND BENEFITS			\$619,204.00
<u>SERVICES AND SUPPLIES</u>			
Independent Audit			\$900.00
IT Service Provider			\$1,200.00
Office Expense			\$6,400.00
Program Expense			\$2,960.00
Telephone			\$15,260.00
Mileage ⁽⁴⁾			\$25,020.00
Minor Equipment			\$2,700.00
Advertising			\$188.00
Donated Items (In-Kind)			<u>\$3,746.00</u>
SUBTOTAL SERVICES AND SUPPLIES			\$58,374.00

OPERATING EXPENSES

Facility Lease/Rental	\$10,870.00
Equipment Lease/Rental	\$3,300.00
Maintenance	\$2,000.00
Utilities	\$9,280.00
Insurance	\$4,960.00
Facility Lease/Rent (In-Kind) ⁽⁵⁾	\$5,788.00
SUBTOTAL OPERATING EXPENSES	<u>\$36,198.00</u>

TOTAL SALARIES, BENEFITS, SERVICES AND
SUPPLIES, AND OPERATING EXPENSES

\$713,776.00

Less Match⁽⁵⁾ (at least 10% TOTAL)

-\$64,888.00

TOTAL ANNUAL MAXIMUM COUNTY OBLIGATION**\$648,888.00****TOTAL CONTRACT MAXIMUM COUNTY OBLIGATION****\$1,946,664.00**

⁽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 hourly rate.

⁽³⁾ Employee Benefits include: contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; and expense for vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall benefit rate shall not exceed

1 27.0% of the actual salary expense claimed.

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

3 (5) The match includes in-kind donations to meet a need directly relevant
4 to In-Home Coaching Services. In-kind donations provided to meet other needs
5 are not allowable under this budget line item.

6 11.2 Expense for extra pay, including but not limited to, overtime,
7 stipends, bonuses, staff incentives, severance pay, etc., will not be eligible
8 for reimbursement under this Agreement unless authorized in writing by the
9 ADMINISTRATOR. Such authorization shall be considered as an exception and
10 may be approved, on a case-by-case basis, at the sole discretion of
11 ADMINISTRATOR.

12 11.3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
13 notice, to add, delete, or modify line items and/or amounts and/or the number
14 and type of FTE positions without changing COUNTY's maximum obligation, as
15 stated in Subparagraph 19.1 of this Agreement, or reducing the level of
16 service to be provided by CONTRACTOR.

17 11.4 In the event that the annual budget referenced in Subparagraph
18 11.1 of this Exhibit A is modified, the modified budget shall remain in effect
19 for the remainder of the term of the Agreement, unless superseded by
20 subsequent budget modification(s) that have been approved, in writing, by
21 ADMINISTRATOR. The annual budget beginning on July 1st of each fiscal year
22 shall be identical to the most recently modified annual budget. Under no
23 circumstances shall funds unspent in one fiscal year carry over to another
24 fiscal year.

25 11.5 Further, in accordance with Subparagraph 44.4 of this Agreement,
26 in the event ADMINISTRATOR reduces the maximum obligation, as stated in
27 Subparagraph 19.1, CONTRACTOR and ADMINISTRATOR may mutually agree, in
28 writing, to proportionately reduce the service goals, as set forth in this

1 Exhibit A.

2 12. STAFF

3 12.1 CONTRACTOR's direct service staff shall be:

4 12.1.1 Fluent in and possess the ability to prepare written
5 reports in English.

6 12.1.2 When applicable, proficient in the ability to speak and
7 write in the specified second language (Spanish or Vietnamese).

8 12.2 CONTRACTOR shall provide:

9 12.2.1 A minimum seventy-five percent (75%) full-time equivalent
10 (FTE) direct service staff which shall be bilingual and proficient in English
11 and Spanish.

12 12.2.2 Direct service staff proficient in Vietnamese, as
13 necessary, to serve the needs of Vietnamese speaking FAMILIES.

14 12.3 Proof of education and experience may be required by
15 Administrator. Any exceptions to minimum qualifications shall require pre-
16 approval in writing from the ADMINISTRATOR.

17 12.4 Only qualified staff employed by CONTRACTOR meeting the following
18 criteria will be authorized to transport SSA PARENTS/FAMILIES. CONTRACTOR's
19 staff shall maintain a valid Class "C" California drivers license with no
20 serious traffic violations and must carry proof of current automobile
21 insurance which can be verified by a clearance from the California Department
22 of Motor Vehicles (DMV).

23 12.5 CONTRACTOR shall provide the following described staff positions:

24 12.5.1 Program Supervisor

25 Duties:

26 12.5.1.1 Oversee daily operations of IHCS.

27
28 12.5.1.2 Reviews completed ATP's on families with

1 Counselor and/or Paraprofessional staff.

2 12.5.1.3 Ensures case records are complete and
3 accurate.

4 12.5.1.4 Monitors program to ensure that individual
5 child and FAMILY needs are met, as outlined in the ATP.

6 12.5.1.5 Recruit, hire, train, and supervise
7 Counselor, Paraprofessional, and Student Intern and/or Volunteer staff.

8 12.5.1.6 Provides a minimum of one (1) hour of
9 individual supervision per week and two (2) hours of group supervision per
10 month to each Counselor, Paraprofessional, Intern, or Volunteer staff.

11 12.5.1.7 Ensure program meets all contractual
12 compliance requirements, guidelines, outcomes, goals, and objectives.

13 Minimum Qualifications:

14 12.5.1.8 Master's degree in social work (MSW),
15 psychology, sociology, or a related field.

16 12.5.1.9 Minimum two (2) years of experience in
17 administration and human services or related field.

18 12.5.1.10 Minimum one (1) year of supervisory
19 experience.

20 12.5.2 Counselor

21 Duties:

22 12.5.2.1 Completes the initial in-home assessment and
23 determines if the appropriate level of services is consistent with reason(s)
24 for referral by the SSW.

25 12.5.2.2 Provides IHCS to FAMILIES.

26 12.5.2.3 Communicates at least weekly with the
27 Paraprofessional, Intern, or Volunteer providing services to the FAMILY to
28 answer questions and evaluate provided services.

1 12.5.2.4 Assess progress of the FAMILY toward reaching
2 goals and determines if additional sessions are needed.

3 12.5.2.5 Maintains contact with FAMILY to provide
4 support and follow-up.

5 Minimum Qualifications:

6 12.5.2.6 Bachelor's degree in psychology, sociology,
7 social work, or a related field.

8 12.5.2.7 A minimum one (1) year of experience in
9 providing direct services in the human services field.

10 12.5.3 Paraprofessional

11 Duties:

12 Under the supervision of Program Supervisor:

13 12.5.3.1 Provide IHCS to FAMILIES, as specified in the
14 ATP, manages cases, and documents services in case files in accordance with
15 the requirements of this Exhibit A.

16 12.5.3.2 Provide verbal and written updates and
17 detailed information to SSWs and Program Supervisor.

18 12.5.3.3 Complete required paperwork and reports.

19 12.5.3.4 Maintain case files.

20 12.5.3.5 Maintain weekly contact with SSW for each
21 case.

22 12.5.3.6 Attend FAMILY team meetings.

23 Minimum Qualifications:

24 12.5.3.7 Bachelor's degree in human services or
25 related field.

26 12.5.3.8 Minimum six (6) months of experience in the
27 human services field providing direct services to children and/or families.

28 12.5.4 Student Intern and/or Volunteer

1 Duties:

2 12.5.4.1 Under the supervision of the Program
3 Supervisor, provide support to program and FAMILIES, follow-up services to
4 FAMILIES, and provide additional resources as needed.

5 Minimum Qualifications:

6 12.5.4.2 Minimum twenty-one (21) years of age.

7 12.5.4.3 Minimum six (6) months of experience in the
8 human services field providing direct services to children and/or families.

9 12.5.4.4 Applicable to Student Intern only: Must be
10 enrolled in a Bachelor's degree program in social work, sociology, psychology,
11 or a related field.

12 12.5.5 Clerk

13 Duties:

14 12.5.5.1 Perform general administrative support and
15 office duties, such as answering telephone calls, word processing, filing, and
16 photocopying documents.

17 12.5.5.2 Schedule appointments and/or maintain
18 centralized calendar for all IHCS staff.

19 12.5.5.3 Maintain report logs and follow up with staff
20 when reports are due.

21 Minimum Qualifications:

22 12.5.5.4 High school diploma or equivalency.

23 12.5.5.5 Minimum two (2) years of general office
24 experience.

25 12.5.5.6 Excellent verbal and written communication
26 skills.

27 12.5.5.7 Proficiency in Microsoft Office products.

28 12.5.6 Bookkeeper

Duties:

12.5.6.1 Analyze monthly expenditures and prepare monthly invoice.

12.5.6.2 Prepare and analyze annual budgets.

12.5.6.3 Inform Program Supervisor of financial data.

12.5.6.4 Maintain financial files and reports.

Minimum Qualifications:

12.5.6.5 Minimum two (2) years of prior accounting and/or billing experience.

12.5.6.6 High school diploma or equivalency.

12.5.6.7 Completion of college level bookkeeping and accounting courses.

12.5.6.8 Excellent analytical skills.

12.5.6.9 Proficiency in Microsoft Excel.

12.6 Staff Training

12.6.1 CONTRACTOR shall require staff to attend, at minimum, an initial training course on child abuse and/or the effects of trauma on children, and a training course on spousal/partner abuse/domestic violence issues must be completed within six (6) months of hiring date for the following staff: Program Supervisor, Counselor, Paraprofessional, Registered Intern, and Student Intern. In addition, the identified staff must complete an annual refresher course within the first six months of each fiscal year, on topics that discuss child abuse, domestic violence or trauma to children.

12.6.1.1 CONTRACTOR shall be required to send staff to COUNTY sponsored training, as requested by SSA.

12.6.1.2 SSA reserves the right to approve training topics eligible for reimbursement under this Agreement.

EXHIBIT B

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

NEW ALTERNATIVES, INC.

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 services to families referred by SSA for Monitored and Supervised Visitation with Transportation Services (MSVT). Families include, at SSA's discretion, children placed with relatives, non-relative family caregivers (NREFM) or County approved Resource Families.

1.2 The children to be served shall be hereinafter referred to as "CLIENT/CLIENTS." CLIENTS' designated visitors shall be hereinafter referred to as "VISITOR/VISITORS."

1.3 Group Homes/Short Term Residential Therapeutic Program homes and Foster Family Agency homes may be approved for services by Resource Management Development (RDM) on a case by case basis.

1.4 Referrals for transportation services may be requested for court ordered case plan activities and will be approved by RDM.

2. GOALS/OUTCOMES

2.1 CONTRACTOR shall provide the following number of direct service hours from July 1st through June 30th, for each year of the term of the Agreement:

2.1.1 Minimum of 13,500 hours of direct services in Year One (1) of the Agreement.

1 2.1.2 Minimum of 13,575 hours of direct services in Year Two
2 (2) of the Agreement.

3 2.1.3 Minimum of 13,660 hours of direct services in Year Three
4 (3) of the Agreement.

5 3. HOURS OF OPERATION

6 3.1 CONTRACTOR shall provide services during hours that are responsive
7 to the needs of the target population(s) as determined by ADMINISTRATOR. At a
8 minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00
9 a.m. and 8:00 p.m. At minimum, fifty percent (50%) of all available visits
10 must be available to be scheduled during high demand hours, evenings (3:00
11 p.m. to 8:00 p.m.), Saturdays, and holidays. CONTRACTOR shall provide
12 supervised visitations on Saturdays and Sundays, from 9 a.m. to 4 p.m., if
13 necessary, to accommodate CLIENTS'/VISITORS' scheduling needs.

14 3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday
15 schedule which is as follows: New Year's Day, Martin Luther King Day,
16 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,
17 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after
18 Thanksgiving Day, and Christmas Day. CONTRACTOR shall obtain prior written
19 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday
20 schedule and the hours listed in Subparagraph 3.1 of this Exhibit B. Any
21 unauthorized closure shall be deemed a material breach of this Agreement,
22 pursuant to Paragraph 18, and shall not be reimbursed.

23 3.3 CONTRACTOR shall be available, to receive calls from CLIENTS that
24 wish to schedule, cancel or reschedule a visitation appointment, twenty-four
25 (24) hours a day, seven (7) days a week.

26 4. SERVICES

27 4.1 CONTRACTOR shall provide services that includes, but is not
28 limited to, monitored or supervised visitation with transportation, as needed,

1 for CLIENT(S) who reside in out-of-home placement located in or outside Orange
2 County.

3 4.2 Provide transportation services, which may include transportation
4 without supervision or monitoring, to approved VISITOR(S) and/or CLIENT(S) as
5 specified in Subparagraph 4.7.

6 4.3 Provide services that are family-centered, family-friendly, and
7 culturally responsive and trauma informed.

8 4.4 CONTRACTOR shall:

9 4.4.1 Limit participation in the visit to those parties
10 specifically designated by the ADMINISTRATOR and/or assigned social worker
11 (hereinafter referred to as "SSW") on the referral form, and obtain prior
12 written authorization from ADMINISTRATOR prior to adding or deleting
13 VISITOR(S) from CLIENT's approved VISITOR list.

14 4.4.2 Provide services up to four (4) times per week or as
15 ordered by the Juvenile Court for each CLIENT, for a period not to exceed
16 twenty-six (26) weeks.

17 4.4.3 Receive approval from RDM for any requests for exceptions
18 to length or frequency of services and any revisions to the original referral.

19 4.4.4 Call or text the VISITOR(S) within twenty-four (24) hours
20 prior to a visit, to remind them about the visit and provide information
21 regarding transportation for the visit, if required. CONTRACTOR shall assist
22 in rescheduling the appointment if applicable.

23 4.4.5 Request VISITOR to sign authorization to release
24 information between COUNTY and CONTRACTOR.

25 4.4.6 Request prior written approval for service extension at
26 least thirty (30) days in advance of the initial service termination date, for
27 up to an additional twenty-six (26) weeks of services, in accordance with
28 Subparagraph 5.10 of this Exhibit B.

1 4.4.7 Coordinate visits to take place at the CLIENT's
2 residence, CONTRACTOR's facility, Family Resource Centers, SSA offices or a
3 location mutually agreed upon by the SSW and involved parties.

4 4.4.8 Provide transportation services as requested for court
5 ordered case plan activities.

6 4.4.9 Immediately cease services on a case upon notification
7 from ADMINISTRATOR that the case has been closed or services are no longer
8 needed.

9 4.4.10 Keep records of all visits.

10 4.4.11 Ensure SSW is notified in writing of all scheduled
11 visits, transports, and no shows.

12 4.5 Monitored Visitation

13 A monitored visit consists of CLIENT(S) and VISITOR(S) closely
14 observed by at least one (1) monitor. Services for monitored visits shall be
15 provided in accordance with the following guidelines.

16 CONTRACTOR shall:

17 4.5.1 Monitor visits between VISITOR(S) and CLIENT(S), in
18 accordance with Juvenile Court orders, CLIENT's case plan or ADMINISTRATOR's
19 request.

20 4.5.2 Apply techniques to promote positive visits, and
21 intervene, when necessary, to protect the best interests of CLIENT(S).

22 4.5.3 Accommodate the ordered visitation schedule, which could
23 last from one (1) to six (6) hours per visit, up to four (4) times per week as
24 specified by the referral.

25 4.5.4 Contact CLIENT's caregiver and VISITOR(S) within three
26 (3) business days of receipt of referral to schedule the date and time of the
27 monitored visit. Additionally, if a case is placed on a wait list that will
28 delay the visit beyond fourteen (14) calendar days from that initial contact,

1 CONTRACTOR shall communicate with CLIENT's caregiver and VISITOR(S) to update
2 them within three (3) business days once the visit date is scheduled.
3 CONTRACTOR shall provide contact every other week with the CLIENT's caregiver
4 and VISITOR(S) on status of wait list.

5 4.5.5 Notify the SSW of the scheduled visit date and time.

6 4.5.6 Notify CLIENT(S), VISITOR(S), and SSW of the anticipated
7 service start date if the start of services will be delayed.

8 4.5.7 Oversee the monitored visit face-to-face and be
9 continuously present, within both sight and hearing distance, for the entire
10 visit.

11 4.5.8 Prohibit the discussion of certain topics between the
12 CLIENT(S) and VISITOR(S) when specified on the referral or verbally prohibited
13 by the SSW.

14 4.5.9 Terminate the visit, should a VISITOR fail to comply with
15 the orders of the Court regarding topics not to be discussed during
16 visitation, or fail to follow guidelines of the "Monitored Visitation
17 Agreement."

18 4.5.10 Supply designated CONTRACTOR facilities for monitored
19 visitation areas with furniture and age-appropriate toys and games for CLIENTS
20 ages birth (0) through seventeen (17) years.

21 4.5.11 Keep CLIENT(S) and VISITOR(S) in separate waiting areas
22 until their scheduled monitored visit commences when visits take place in
23 CONTRACTOR facilities.

24 4.5.12 Ensure that no unmonitored contact (i.e., contact outside
25 of the monitor's eyesight or hearing) between CLIENT(S) and VISITOR(S) occurs
26 before, during or after the monitored visit. Should CONTRACTOR become aware
27 of unmonitored contact between CLIENT(S) and VISITOR(S) the incident shall be
28 reported to the SSW or the SSW's supervisor immediately.

1 4.5.13 Review the "Monitored Visitation Agreement" form,
2 provided by ADMINISTRATOR, with VISITOR(S) and obtain VISITOR's signature
3 before visitation occurs. In the event VISITOR refuses to sign the "Monitored
4 Visitation Agreement," CONTRACTOR shall continue with visitation and inform
5 SSW by telephone within two (2) business days of refusal.

6 4.5.14 Oversee the waiting room and visitation area at all
7 times.

8 4.5.15 Provide services in accordance with the instructions
9 specified by the SSW on the referral form.

10 4.5.16 Wait for a minimum of twenty (20) minutes for the
11 VISITOR(S) to arrive, before considering the VISITOR(S) a no show.

12 4.5.17 Ensure Monitored Visitation Specialists (MVS) conduct
13 themselves in a professional manner and refrain from activities that may be
14 distracting during a monitored visit (eating, using a cell phone, laptop, or
15 other electronic devices, etc.).

16 4.5.18 Ensure that CONTRACTOR's staff do not accept gifts from
17 CLIENT(S) and/or VISITOR(S) for whom services are being provided, while under
18 the performance of this Agreement.

19 4.5.19 Ensure CLIENT(S) and VISITOR(S) leave the visit
20 separately, for the safety of the parties.

21 4.5.19.1 Provide a written summary of each visit to
22 the SSW, within five (5) business days after the visit, which must be approved
23 in writing by CONTRACTOR's Program Supervisor. The summary shall be submitted
24 on the "Monitored Visitation Summary" form, which format shall be mutually
25 agreed upon by CONTRACTOR and ADMINISTRATOR.

26 4.6 Supervised Visitation

27 A supervised visit consists of multiple VISITORS and CLIENTS held
28 at a designated visitation site observed by a site supervisor. Supervised

1 visits will require one (1) Monitored Visitation Specialist (MSV) staff to be
2 present at all times. Supervised visits may vary in duration and frequency, as
3 specified by the referral.

4 CONTRACTOR shall:

5 4.6.1 Supervise visits between VISITOR(S) and CLIENT(S), in
6 accordance with Juvenile Court orders, CLIENT's case plan or ADMINISTRATOR's
7 request.

8 4.6.2 Apply techniques to promote positive visits, and
9 intervene, when necessary, to protect the best interests of CLIENT(S).

10 4.6.3 Accommodate the ordered visitation schedule as specified
11 by the referral.

12 4.6.4 Contact CLIENT's caregiver and VISITOR(S) within three
13 (3) business days of receipt of referral to schedule the date and time of the
14 supervised visit. Additionally, if a case is placed on a wait list that will
15 delay the visit beyond fourteen (14) calendar days from that initial contact,
16 CONTRACTOR shall communicate with CLIENT's caregiver and VISITOR(S) to update
17 them within three (3) business days once the first visit date is scheduled.
18 CONTRACTOR shall provide contact every other week with CLIENT's caregiver and
19 VISITOR(S) on status of wait list.

20 4.6.5 Notify the SSW of the scheduled visit date and time.

21 4.6.6 Oversee the supervised visit and be continuously present,
22 for the entire visit.

23 4.6.7 Supply designated CONTRACTOR facilities for supervised
24 visitation areas with furniture and age-appropriate toys and games for CLIENTS
25 ages birth (0) through seventeen (17) years.

26 4.6.8 Wait for a minimum of twenty (20) minutes for the
27 VISITOR(S) to arrive, before considering the VISITOR(S) a no show.

28 4.6.9 Ensure MVS staff conduct themselves in a professional

1 manner and refrain from activities that may be distracting during a monitored
2 visit (eating, using a cell phone, laptop, or other electronic devices, etc.).

3 4.6.10 Ensure that CONTRACTOR's staff do not accept gifts from
4 CLIENT(S) and/or VISITOR(S) for whom services are being provided, while under
5 the performance of this Agreement.

6 4.6.11 Provide a written summary of each visit to the SSW,
7 within five (5) business days after the visit, which must be approved in
8 writing by CONTRACTOR's Program Supervisor. The summary shall be submitted on
9 the "Supervised Visitation Summary" form, which format shall be mutually
10 agreed upon by CONTRACTOR and ADMINISTRATOR.

11 4.7 Transportation for Monitored and Supervised Visitation

12 Transportation services are provided to CLIENT(S) and VISITOR(S)
13 that require assistance in attending visitations in accordance Juvenile Court
14 orders, CLIENT's case plan, or ADMINISTRATOR's request as specified by the SSW
15 on the referral form.

16 CONTRACTOR shall:

17 4.7.1 Ensure that every Transportation Specialist carries a
18 valid Class "C" California drivers license and agency identification whenever
19 any CLIENT or VISITOR is being transported.

20 4.7.2 Provide two (2) staff members to accompany CLIENT(S)
21 during transportation when requested by ADMINISTRATOR.

22 4.7.3 Make every effort to provide the same Monitored
23 Visitation and Transportation Specialist to the CLIENT(S) throughout the term
24 of the service delivery, for Monitored Visitation.

25 4.7.4 Review the Voluntary Transportation for "Intercounty
26 Monitored/Supervised Visitation" form with the VISITOR(S) and obtain the
27 signature of each VISITOR(S) who accepts transportation services, prior to
28 transporting a VISITOR(S) of a CLIENT.

1 4.7.5 Provide transportation of VISITOR(S) of CLIENT(S) only
2 when one of the VISITOR(S) resides outside of Orange County.

3 4.7.6 Receive approval from RDM prior to transporting
4 VISITOR(S) who reside in Orange County for visits with CLIENT(S) who also
5 reside in Orange County.

6 4.7.7 Transport CLIENT(S) or VISITOR(S) between Orange County
7 and contiguous counties as requested by SSW, which may include transporting:

8 4.7.7.1 CLIENT(S) or VISITOR(S) from an Orange County
9 location to an out-of-county location.

10 4.7.7.2 CLIENT(S) or VISITOR(S) from an out-of-county
11 location to an Orange County location.

12 4.7.7.3 CLIENT(S) with monitored visitation, up to
13 three (3) pick-up and drop-off locations within Orange County or between
14 Orange County and a contiguous county. On an exception basis, approval may be
15 granted by ADMINISTRATOR for monitored visitation of CLIENTS where four (4) or
16 more locations are needed. Such approval must be requested in writing by
17 CONTRACTOR to ADMINISTRATOR.

18 4.7.7.4 Multiple CLIENTS for supervised visitation to
19 and from a supervised visitation site within Orange County.

20 4.7.7.5 VISITOR(S) or CLIENT(S) from a central
21 transportation location directly to the visitation site and back to the
22 central transportation location, when the visit will be monitored by
23 CONTRACTOR.

24 4.7.7.6 VISITOR(S) or CLIENT(S) to and/or from the
25 visitation site when the SSW designates a monitor other than CONTRACTOR.

26 4.7.8 Schedule transportation with VISITOR(S) and CLIENT's
27 caregivers via telephone and notify the SSW within two (2) business days when
28 VISITOR(S) fails to utilize a pre-scheduled transportation arrangement.

5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

CONTRACTOR agrees to:

5.1 Meet with each VISITOR, prior to the first visit, to review the intake packet which will include guidelines for successful visits, visitation planning worksheet, information on trauma and appropriate resources as identified by the CONTRACTOR or requested by the VISITOR(S).

5.2 Meet with each VISITOR(S) after the visit to discuss the visit and provide an opportunity for coaching and feedback.

5.3 Appear and testify at Juvenile Court hearings, when requested by SSA.

5.4 Prohibit Volunteers and Student Interns employed under this Agreement from transporting CLIENT(S) under any circumstances.

5.5 Advise SSW when there is reasonable suspicion to believe a CLIENT/VISITOR may be abusing drugs and/or alcohol.

5.6 Comply with SSA's no show policy.

5.7 Return a referral to RDM when the CONTRACTOR has attempted to reach a caregiver and/or VISITOR for three (3) weeks without any return phone call, email or text message.

5.8 Contact the VISITOR by telephone call or text after each no show to confirm the date and time of the next visit.

5.9 Immediately terminate the case and send a notification to RDM that the case was terminated upon notification from ADMINISTRATOR or SSW that services are no longer needed.

5.10 Extension Request Requirements

CONTRACTOR shall:

5.10.1 Request and obtain prior written approval from the SSW and RDM, for any extension of services beyond the defined service period of twenty-six (26) weeks in a form approved by ADMINISTRATOR. Extensions are

1 only permitted for open CFS cases.

2 5.10.2 Notify SSW at least thirty (30) calendar days in advance
3 of the scheduled service termination date.

4 5.10.3 Understand that continuing services beyond the specified
5 service period without a written approved extension request may be subject to
6 contract termination. CONTRACTOR shall be responsible for documenting and
7 tracking all dates of services, including start and end dates.

8 5.11 No Show Policy

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

11 5.11.1 Unless the CLIENT/VISITOR calls the CONTRACTOR at least
12 twenty-fours (24) hours in advance of a scheduled appointment to reschedule a
13 time within seven (7) calendar days the VISITOR(S) is considered a no show.

14 5.11.2 CONTRACTOR shall notify the assigned SSW of the missed
15 appointment (no show), by telephone, not later than within twenty-four (24)
16 hours.

17 5.11.3 CONTRACTOR shall document the missed appointment (no
18 show) by sending a written no show letter to the VISITOR. If the VISITOR's
19 primary language is other than English, CONTRACTOR shall also send a copy of
20 the English language version of the letter to the SSW. A copy of every no
21 show letter, in both languages, shall also be filed in the CLIENT's case
22 file..

23 5.11.3.1 CONTRACTOR shall suspend services if the
24 VISITOR(S) accumulates three (3) no shows.

25 5.11.3.2 The SSW worker may reinstate the VISITOR(S)
26 to receive services within ten (10) business days of receipt of the third no
27 show letter. A VISITOR may be reinstated only once during the service period;
28 however, exceptions may be made by the SSW to reinstate the VISITOR a second

1 time, after an additional three (3) no shows for a VISITOR with a court-
2 ordered case plan. In such cases, CONTRACTOR shall schedule the reinstated
3 parent in the next available service slot.

4 5.11.3.3 In the event a VISITOR accumulates more than
5 six (6) no shows in a six (6) month period, the referral will be suspended
6 until the Senior Social Services Supervisor (SSSS) approves the VISITOR to be
7 reinstated for services.

8 5.11.3.4 In the event a VISITOR accumulates more than
9 nine (9) no shows, in a six (6) month period, the Program Manager of the SSW
10 must approve any further reinstatements.

11 5.11.3.5 Should there be no contact of any kind, with
12 a visitor for three (3) consecutive weeks, the referral will be placed on hold
13 and the CONTRACTOR will notify the SSW and RDM that the referral will be
14 closed.

15 5.11.3.6 Based on staff availability, CONTRACTOR shall
16 accommodate a VISITOR's request to reschedule a visit within the same week in
17 order to avoid a no show.

18 5.12 Special Incident Report Requirements

19 5.12.1 In the event of a special incident, CONTRACTOR shall make
20 telephone contact with SSW, SSW's supervisor, or CFS Officer of the Day,
21 Monday through Friday from 8:00 a.m. to 5:00 p.m., no later than three (3)
22 hours after the incident (voicemail is not acceptable). A special incident is
23 any unusual, aggressive, or high-risk behavior by a VISITOR, as directly
24 related to this AGREEMENT, or if there are any injuries suffered by any party
25 in the delivery of services to a CLIENT/VISITOR.

26 5.12.2 Should the incident occur after hours or on weekends, the
27 CONTRACTOR shall leave a voice mail message for the SSW, the SSW's supervisor
28 and notify Orangewood Children and Family Center at (714) 935-7171.

1 5.12.3 If the incident does not meet the criteria specified in
2 Subparagraph 5.12.1, CONTRACTOR shall notify the SSW within three (3) hours.
3 voicemail is acceptable.

4 5.12.4 CONTRACTOR shall document the incident by completing the
5 Special Incident Report form provided by SSA. CONTRACTOR shall submit the
6 Special Incident Report form to SSW, ADMINISTRATOR and RDM within one (1)
7 business day of the incident and must place a copy in the CLIENT's case file.

8 5.13 CONTRACTOR shall notify the SSW, SSW's supervisor, or CFS Officer
9 of the Day; by telephone should any of the following occur:

10 5.13.1 Any unmonitored contact (i.e., contact outside of the
11 monitor's eyesight or hearing) between CLIENT(S) and VISITOR(S) that takes
12 place before or after the monitored visit at the visit site.

13 5.13.2 A visit is terminated early due to the CLIENT's refusal
14 to participate or a VISITOR exhibiting inappropriate behavior.

15 6. CLIENT RECORDS

16 6.1 CONTRACTOR shall maintain CLIENT records that shall include, but
17 not be limited to:

18 6.1.1 Referral from ADMINISTRATOR.

19 6.1.2 Name, address, and phone number of CLIENT(S) and
20 VISITOR(S).

21 6.1.3 Birth date and gender of CLIENT.

22 6.1.4 Relationship of CLIENT(S) and VISITOR(S).

23 6.1.5 Date(s) and type of service.

24 6.1.6 Name of CLIENT's caregiver.

25 6.1.7 Identification of confidential placements to ensure
26 confidentiality is maintained.

27 6.1.8 "Monitored/Supervised Visitation Agreement," if
28 applicable.

1 6.1.9 “Monitored Visitation Summary” or “Supervised Visitation
2 Summary” report(s), if applicable.

3 6.1.10 Supervised Visitation logs of CLIENT(S) and VISITOR(S)
4 for each supervised visit.

5 6.1.11 Copies of no show correspondence which indicates the date
6 the original letter was mailed, if applicable.

7 6.1.12 List all attempted and completed contacts with SSW,
8 Social Worker’s supervisor and/ or CFS Officer of the Day which include the
9 date of the contact and brief summary.

10 6.1.13 Authorization to release information between COUNTY and
11 CONTRACTOR, and

12 6.1.14 Case notes reflecting dates of telephone contacts with
13 SSW, CLIENT or VISITOR(S), if not noted in the “Monitored Visitation Summary”
14 for Monitored Visitation.

15 6.1.15 Case notes reflecting dates of telephone contacts with
16 SSW, CLIENT or VISITOR(S) for Supervised Visitation.

17 6.2 All CLIENT records shall be retained at CONTRACTOR’s facility.

18 7. WORKLOAD STANDARDS

19 7.1 CONTRACTOR's workload standards with respect to this Exhibit B
20 are as follows:

21 7.1.1 Each hour of direct service shall be counted as one (1)
22 hour of service, per referral, regardless of the number of CLIENT(S) and/or
23 VISITOR(S) being served.

24 7.1.2 Direct Service hours includes time spent monitoring or
25 supervising visits, transporting CLIENT(S)/VISITOR(S) to visits, travel time
26 to pick up CLIENT(S)/VISITOR(S) and phone calls and electronic communication
27 with CLIENT(S)/VISITOR(S).

28 7.1.3 No show appointments shall not be counted as direct

1 service hours.

2 8. REPORTS

3 In a format approved by ADMINISTRATOR, CONTRACTOR shall prepare and
4 submit written reports. ADMINISTRATOR may, in its sole discretion, add,
5 delete, waive, or otherwise modify individual reporting requirements, as
6 stated in this Paragraph. Reports shall include, but not be limited to, the
7 following:

8 8.1 Monitored Visitation Summary

9 8.1.1 A written report of each monitored visitation on a form
10 supplied by ADMINISTRATOR that is legible and grammatically correct, as would
11 be appropriate for inclusion in a juvenile court report, which shall:

12 8.1.1.1 List date(s) of contact with CLIENT(S) and
13 VISITOR(S).

14 8.1.1.2 Identify each person present for the visit.

15 8.1.1.3 Contain clear, objective, specific observations
16 about the interaction between CLIENT(S) and VISITOR(S), including appropriate
17 behavior, inappropriate behavior and/or unmonitored contact observed and/or
18 reported in accordance with Subparagraph 5.12.1 of this Exhibit B. Any visit
19 in which inappropriate behavior or unauthorized contact occurs must be
20 immediately reported the SSW, the SSW's supervisor or Officer of the Day (OD).

21 8.1.1.4 Document appointments the VISITOR(S) fail to
22 keep.

23 8.1.2 Each "Monitored Visitation Summary" report shall be
24 reviewed and signed by CONTRACTOR's supervisory staff and emailed to the SSW
25 within five (5) business days following the visit.

26 8.1.2.1 The method of submission may be changed by
27 ADMINISTRATOR.

28 8.1.2.2 CONTRACTOR shall maintain a record of the date

1 the summaries are sent.

2 8.2 Progress Report

3 8.2.1 Completed when requested by ADMINISTRATOR on CLIENT(S)
4 and/or VISITOR(S), that shall be based on a compilation of the Monitored
5 Visitation Summaries defined in Subparagraph 8.1.1 of this Exhibit B, and case
6 notes.

7 8.2.2 Reflects dates of relevant telephone contacts if not
8 noted on the "Monitored Visitation Summary."

9 8.2.3 Shall be factual, objective, specific, and devoid of any
10 personal opinions or recommendations.

11 8.3 Supervised Visitation Summary

12 A written report of each supervised visitation on a form supplied
13 by ADMINISTRATOR, which is legible and grammatically correct, as would be
14 appropriate for inclusion in a juvenile court report, which shall:

15 8.3.1 List date(s) of contact with CLIENT(S) and VISITOR(S).

16 8.3.2 Identify each person present for the visit.

17 8.3.3 Contain a brief summary of the interaction between
18 CLIENT(S) and VISITOR(S), including clear, objective, specific observations
19 about the appropriate/inappropriate behavior of the VISITOR(S).

20 8.3.4 Each "Supervised Visitation Summary" report shall be
21 reviewed and signed by CONTRACTOR's supervisory staff and emailed to the SSW
22 within five (5) business days following the visit.

23 8.4 Workload Standards Report

24 Submitted to the ADMINISTRATOR by the tenth (10th) calendar day of
25 each month, to include the following information for the preceding month:

26 8.4.1 Number of monitored and supervised visitations conducted
27 and the total number of supervised visitation hours.

28 8.4.2 Number of CLIENTS served with monitored and supervised

1 visits.

2 8.4.3 Number of English-speaking, Spanish-speaking and
3 Vietnamese-speaking VISITORS.

4 8.4.4 Number of in-office monitored and supervised visits
5 conducted at CONTRACTOR's location.

6 8.4.5 Number of out-of-office monitored and supervised visits
7 conducted.

8 8.4.6 Number of trips provided by CONTRACTOR for monitored and
9 supervised visits.

10 8.4.7 Number of VISITORS utilizing transportation services for
11 monitored and supervised visits, listed separately.

12 8.4.8 Number of CLIENTS utilizing transportation services for
13 monitored and separately, supervised visits.

14 8.4.9 Information on the number of transportations and
15 visitations that occur in Orange County and contiguous counties involved.

16 8.4.10 Number of hours CLIENT/VISITOR no shows.

17 8.4.11 Any additional information regarding the program's
18 progress.

19 8.5 Monthly Activity Report

20 By the tenth (10th) calendar day of each month, CONTRACTOR shall
21 complete and submit to ADMINISTRATOR, a Monthly Activity Report for all active
22 cases, terminated cases, and those on the wait list.

23 8.5.1 Referral report shall be submitted on a format approved
24 by ADMINISTRATOR, which shall include but may not be limited to the following
25 information:

26 8.5.2 Case name and State number.

27 8.5.3 Date referral received.

28 8.5.4 Specify whether referral is for monitored or supervised

1 visitation.

2 8.5.5 Specify whether transportation was required and average
3 miles per visit.

4 8.5.6 Total number of no shows with specified date of the most
5 recent no show.

6 8.5.7 Date services were terminated.

7 9. MEETINGS

8 9.1 CONTRACTOR's direct service staff shall attend forums, trainings
9 and meetings as requested by ADMINISTRATOR

10 9.2 CONTRACTOR shall be required to attend Child-Family Team meetings.

11 9.2.1 CFT meetings are family-centered, strength-based and
12 collaborative to develop a plan of care in the best interest of the child and
13 familial supports.

14 10. UTILIZATION REVIEW

15 CONTRACTOR and ADMINISTRATOR's designee shall meet at least semi-
16 annually, to review and evaluate a random selection of case records. The
17 review may include, but is not limited to, an evaluation of the necessity and
18 appropriateness of services provided and length of services. Cases to be
19 reviewed shall be randomly selected by ADMINISTRATOR and may include both open
20 and closed cases.

21 10.1 ADMINISTRATOR may conduct a Utilization Review (UR) at
22 CONTRACTOR's facility referenced in Paragraph 11 of this Exhibit B, with date
23 and time determined at ADMINISTRATOR'S discretion. ADMINISTRATOR may provide
24 oral and/or written feedback regarding UR findings. CONTRACTOR shall comply
25 with the findings of the UR and take corrective action accordingly.

26 10.2 In the event CONTRACTOR, ADMINISTRATOR and COUNTY's Children and
27 Family Services staff representatives and/or ADMINISTRATOR's designee are
28 unable to resolve differences of opinion regarding the necessity and

appropriateness of services and length of services, the dispute shall be submitted to COUNTY's Director of Children and Family Services for final resolution. Nothing in this Subparagraph shall affect COUNTY's termination rights under Paragraph 44 of this Agreement.

11. FACILITIES

11.1 Administrative services under this Agreement shall be provided at:

New Alternatives, Incorporated

1202 W. Civic Center Drive

Santa Ana, CA 92703

11.2 CONTRACTOR may elect to have available an office location in a contiguous county (ies) for monitored visitation.

11.3 CONTRACTOR shall utilize any visitation location specified by ADMINISTRATOR, including public areas or a CLIENT's residence, as long as the site is appropriate for monitoring.

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

12. BUDGET FOR MONITORED AND SUPERVISED VISITATION WITH TRANSPORTATION SERVICES

12.1 The annual budget for services provided pursuant to Exhibit B 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>			
Monitored Visitation and Transportation Specialist	0.50	\$23.00	\$20,800.00
Transportation Specialist	1.00	\$20.00	\$35,360.00
Student Intern/Volunteer (In-Kind) ⁽⁵⁾	1.07	\$16.50	\$36,722.00
Monitored Visitation and Transportation Specialist, Bi. Vietnamese	0.50	\$23.00	\$20,800.00

1	Monitored Visitation and Transportation Specialist, Bi. Spanish	4.00	\$23.00	\$166,400.00
2	Transportation Specialist, Bil. Spanish	2.00	\$20.00	<u>\$70,720.00</u>
3	SUBTOTAL DIRECT SERVICE SALARIES	9.07		\$350,802.00
4				
5	DIRECT SERVICE BENEFITS ⁽³⁾ (24.20%)			\$76,008.00
6	Student Intern/Volunteer (In-Kind Benefits 24.20%) ⁽³⁾⁽⁵⁾			<u>\$8,887.00</u>
7	TOTAL DIRECT SALARIES AND BENEFITS			\$435,697.00
8				
9	<u>ADMINISTRATIVE POSITIONS</u>			
10	Program Supervisor	1.00	\$32.37	\$61,090.00
11	Scheduler	1.00	\$27.00	\$49,920.00
12	Accounting/Bookkeeping	0.10	\$37.50	<u>\$7,176.00</u>
13	SUBTOTAL ADMINISTRATIVE SALARIES			\$118,186.00
14				
15	ADMINISTRATIVE SERVICE BENEFITS ⁽³⁾ (24.20%)			<u>\$28,600.00</u>
16	TOTAL ADMINISTRATIVE SALARIES/BENEFITS			\$146,786.00
17				
18	TOTAL ALL SALARIES AND BENEFITS			\$582,483.00
19				
20	<u>SERVICES AND SUPPLIES</u>			
21	Independent Audit			\$920.00
22	IT Service Provider			\$1,200.00
23	Office Expenses			\$3,000.00
24	Program Expense			\$4,850.00
25	Telephone			\$9,850.00
26	Mileage, Gas, and Oil ⁽⁴⁾			\$25,340.00
27	Vehicle Rent			\$37,800.00
28	Minor Equipment			\$500.00
29	Advertising			\$160.00
30	Donated Items (In-Kind) ⁽⁵⁾			<u>\$1,856.00</u>
31	SUBTOTAL SERVICES AND SUPPLIES			\$85,476.00
32				
33	<u>OPERATING EXPENSES</u>			
34	Facility Lease/Rental			\$10,520.00
35	Equipment Lease/Rental			\$3,900.00
36	Maintenance			\$1,486.00
37	Utilities			\$13,500.00

1	Insurance	\$8,100.00
2	Facility Lease/Rent (In-Kind) ⁽⁵⁾	<u>\$18,335.00</u>
3	SUBTOTAL OPERATING EXPENSES	\$55,841.00
4	TOTAL SALARIES, BENEFITS, SERVICES AND	
5	SUPPLIES, AND OPERATING EXPENSES	\$723,800
6	Less Match ⁽⁵⁾ (at least 10% TOTAL)	<u>(65,800)</u>
7	TOTAL ANNUAL MAXIMUM COUNTY OBLIGATION	\$658,000
8	TOTAL CONTRACT MAXIMUM COUNTY OBLIGATION	\$1,974,000

9 ⁽¹⁾ For hourly employees, Full-Time Equivalent (FTE) is defined as the
10 amount of time (stated as a percentage) the position will be providing
11 services under the terms of this Agreement. This percentage is based upon a
12 40-hour work week. For salaried employees, FTE is defined as the amount of
13 time (stated as a percentage) the position will be paid for under the terms of
14 this Agreement, regardless of the number of hours actually worked.

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

17 ⁽³⁾Employee Benefits include contributions to 401K or retirement plans;
18 health insurance; payroll taxes such as FICA, Federal Unemployment Tax, State
19 Unemployment Tax, and Workers' Compensation tax, based on the currently
20 prevailing rates; and expense for accrued vacation time payout, for a
21 separated employee, limited to the actual vacation time earned during the
22 fiscal year in which such expense is claimed, minus the actual vacation time
23 used by the employee during said fiscal year. The overall benefit rate shall
24 not exceed 24.2% of the actual salary expense claimed.

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

26 ⁽⁵⁾ The match includes in-kind donations to meet a need directly relevant
27 to monitored and supervised visitation with transportation services. In-kind
28 donations provided to meet other needs are not allowable under this budget
line item.

1 12.2 Expense for extra pay, including but not limited to, overtime,
2 stipends, bonuses, staff incentives, severance pay, etc., will not be eligible
3 for reimbursement under this Agreement unless authorized in writing by the
4 ADMINISTRATOR. Such authorization shall be considered as an exception and
5 may be approved, on a case-by-case basis, at the sole discretion of
6 ADMINISTRATOR.

7 12.3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
8 notice, to add, delete or modify line items and/or amounts and/or the number
9 and type of FTE positions without changing COUNTY's maximum obligation as
10 stated in Subparagraph 19.1 of this Agreement or reducing the level of service
11 to be provided by CONTRACTOR.

12 12.4 In the event that the annual budget referenced in Subparagraph
13 12.1 is modified, the modified budget shall remain in effect for the remainder
14 of the contract term, unless superseded by subsequent budget modification(s)
15 that have been approved in writing by ADMINISTRATOR. The annual budget
16 beginning on July 1st of each fiscal year shall be identical to the most
17 recently modified annual budget. Under no circumstances shall funds unspent
18 in one fiscal year carry over to another fiscal year.

19 12.5 Further, in accordance with Subparagraph 44.4 of this Agreement,
20 in the event ADMINISTRATOR reduces the maximum obligation as stated in
21 Subparagraph 19.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing
22 to proportionately reduce the service goals as set forth in this Exhibit.

23 13. STAFF

24 CONTRACTOR's direct service staff shall be:

25 13.1 Fluent in and possess the ability to prepare written reports in
26 English.

27 13.2 Complete Department of Motor Vehicles (DMV) background check.

28 13.3 Requirement for Bilingual Staff Positions

1 CONTRACTOR shall provide :

2 13.3.1 Staff proficient in the ability to speak and write in the
3 specified second language (Spanish or Vietnamese).

4 13.3.2 A minimum seventy-five percent (75%) of direct service
5 staff to be proficient in Spanish.

6 13.4 Proof of education and experience may be required. Any exceptions
7 to minimum qualification shall require pre-approval in writing from the
8 ADMINISTRATOR.

9 13.5 Only qualified staff employed by CONTRACTOR meeting the following
10 criteria will be authorized to transport SSA CLIENTS/VISITORS. CONTRACTOR's
11 staff must have a valid Class "C" California drivers license with no serious
12 traffic violations and must carry proof of current automobile insurance, which
13 can be verified by a clearance from the California Department of Motor
14 Vehicles (DMV).

15 13.6 CONTRACTOR's staff that transport children will be trained and
16 comply with the National Highway Traffic Safety Administration (NHSTA) child
17 safety seat laws and obey posted traffic laws.

18 13.7 CONTRACTOR shall provide the following described staff positions:

19 13.7.1 Program Supervisor

20 Duties:

21 13.7.1.1 Oversees daily operation of the Monitored and
22 Supervised Visitation with Transportation Services program.

23 13.7.1.2 Recruits, hires, trains, and supervises all
24 direct service staff and scheduler.

25 13.7.1.3 Ensures visitations are scheduled in a timely
26 manner, appropriate staff is assigned to CLIENTS and VISITORS, and
27 communication remains open among CONTRACTOR staff, ADMINISTRATOR, CLIENTS,
28 VISITORS and caregivers.

1 13.7.1.4 Reviews and approves in writing, all
2 "Monitored Visitation Summary" and "Supervised Visitation Summary" reports
3 pursuant to Subparagraph 8.1 and 8.3 of this Exhibit B.

4 13.7.1.5 Ensures program meets all contractual
5 compliance requirements, guidelines, outcomes, goals, and objectives.

6 13.7.1.6 Provide one (1) hour of individual
7 supervision per week to MVS staff and two (2) hours of group supervision per
8 month.

9 13.7.1.7 Two (2) hours of individual supervision per
10 month to Transportation Specialists and Student Intern/Volunteer staff and
11 one (1) hour of group supervision per month.

12 Minimum Qualifications:

13 13.7.1.8 Bachelor's degree in psychology, sociology,
14 social work, or a related field.

15 13.7.1.9 Minimum two (2) years of experience
16 providing direct services in the human services field.

17 13.7.1.10 Experience working with children,
18 adolescents, and families.

19 13.7.1.11 Prior supervisory experience in
20 administration and/or a human services related field.

21 13.7.1.12 Experience in the dynamics of abuse and
22 neglect, and family systems.

23 13.7.1.13 An understanding of cultural dynamics
24 regarding service population.

25 13.7.1.14 Knowledge of and skills in assessment and
26 intervention.

27 13.7.1.15 Understanding of Child Abuse and Mandatory
28 Reporting laws.

1 13.7.1.16 Knowledge of resources in the community.

2 13.7.1.17 Ability to collaborate with other agencies.

3 13.7.2 Monitored Visitation Specialist

4 Duties:

5 13.7.2.1 Oversees monitored and supervised
6 visitations, pursuant to Subparagraphs 4.5 and 4.6 of this Exhibit B.

7 13.7.2.2 Transport CLIENTS(S) to and from visits,
8 pursuant to Subparagraph 4.7 of this Exhibit B.

9 13.7.2.3 Complete "Monitored Visitation Summary" for
10 each visit, pursuant to Subparagraph 8.1 of this Exhibit B.

11 13.7.2.4 Complete "Supervised Visitation Summary" for
12 each visit, pursuant to Subparagraph 8.3 of this Exhibit B.

13 13.7.2.5 Provide notification of terminated visits in
14 accordance with Subparagraph 4.5.9 of this Exhibit B.

15 13.7.2.6 Manage visitation scheduling and reporting of
16 VISITORS who fail to attend a scheduled visitation, in accordance to
17 Subparagraph 5.11 of this Exhibit B.

18 13.7.2.7 Ensure visitation setting is appropriate and
19 provides for CLIENT's safety.

20 13.7.2.8 Ensure CLIENT and VISITOR adheres to all
21 court ordered rules regarding physical contact and subject matter while
22 maintaining the family's dignity.

23 13.7.2.9 Ensure CLIENT(S) and VISITOR(S) remain
24 continuously within sight and hearing distance during the entire monitored
25 visit pursuant to Subparagraph 4.5.7 of this Exhibit B.

26 13.7.2.10 Review CLIENT's records and previous
27 visitation summaries for any safety alerts regarding the CLIENT or the
28 VISITOR(S), such as aggressive behaviors, restraining orders, domestic

1 violence, or serious medical alerts such as seizures.

2 13.7.2.11 Remain aware and alert during visits that can
3 last up to six (6) hours.

4 13.7.2.12 Recognize symptoms of problem behavior and
5 conditions of adults and children indicative of inappropriate interactions
6 between them, and to intervene appropriately, including implementation of
7 action plans in the event of an emergency.

8 13.7.2.1 Work effectively with others under stressful
9 conditions.

10 13.7.2.1 Ability to drive long distances.

11 13.7.2.2 Be familiar with CONTRACTOR's protocols for
12 addressing safety alerts in case of an emergency.

13 13.7.2.3 Document observations from each visit,
14 including no shows, pursuant to Subparagraph 5.11 of this Exhibit B, and
15 submit to Program Supervisor for review and signature.

16 13.7.2.4 Maintain monthly telephonic contact with SSW
17 to advise of status and concerns about each visit.

18 Minimum Qualifications:

19 13.7.2.5 Bachelor's degree in psychology, social work,
20 human behavior or a related field, and six (6) months experience working with
21 children and families in a social service setting; or

22 13.7.2.6 Associate of Arts degree in human behavior,
23 and two (2) years of experience working with children and families in a social
24 service setting.

25 13.7.2.7 An understanding of the juvenile dependency
26 court system and the dynamics of child abuse.

27 13.7.3 Transportation Specialist

28 Duties:

1 13.7.3.1 Transport VISITORS and CLIENTS to and from
2 visitation sites, including out-of-county sites.

3 13.7.3.2 Manage visitation scheduling and report to
4 the SSW if a CLIENT or VISITOR fails to utilize pre-scheduled transportation
5 arrangements in accordance to Subparagraph 4.7 of this Exhibit B.

6 13.7.3.3 Record dates, times, mileage of visits and
7 problems occurring during the transport.

8 13.7.3.4 Report problems occurring during the transport
9 to Program Supervisor the same day. Shall not be authorized to monitor
10 visits.

11 Minimum Qualifications:

12 13.7.3.5 High school diploma or equivalency.

13 13.7.3.6 Minimum twenty-one (21) years of age.

14 13.7.3.7 Demonstrate understanding of families in
15 crisis and desire to help others.

16 13.7.3.8 Must successfully complete, in addition to the
17 driver safety program referenced in Subparagraph 13.6 of this Exhibit B, a
18 refresher course every year thereafter during the term of this Agreement.

19
20 13.7.3.9 Demonstrate understanding of families in
21 crisis and desire to help others.

22 13.7.3.10 Be able to drive long distances.

23 13.7.4 Student Intern and/or Volunteer

24 Duties:

25 13.7.4.1 Under the supervision of Program Supervisor
26 or Monitor Visitation Specialist, provide supplemental services and additional
27 resources to program and/or CLIENTS as needed.

28 Minimum Qualifications:

1 13.7.4.1 Minimum of twenty-one (21) years of age.

2 13.7.4.2 Minimum six (6) months experience in the human
3 services field providing direct services to children and/or families.

4 13.7.4.3 Applicable to Student Intern only: Must be
5 enrolled in a Bachelor's degree program in social work, sociology, psychology,
6 or a related field.

7 13.7.5 Scheduler

8 Duties:

9 13.7.5.1 Ensure that visits are schedule in a timely
10 manner and that appropriate staff are assigned to CLIENTS.

11 13.7.5.2 Ensure program maintains open communication
12 with SSW, RDM, ADMINISTRATOR and CLIENTS.

13 13.7.5.3 Ensure program meets the cultural and
14 linguistic needs of CLIENTS.

15 13.7.5.4 Manage family crisis and handle crisis calls
16 from CONTRACTOR's staff.

17 13.7.5.5 Coordinate seamless services between Monitored
18 Visitation Specialists and Transportation Specialists.

19 13.7.5.6 Answer all requests for transportation and
20 monitored visitation services.

21 13.7.5.7 Contact referring SSW worker for additional
22 information when needed.

23 13.7.5.8 Ensure ADMINISTRATOR is notified in writing of
24 all scheduled visits, transports, and no shows.

25 13.7.5.9 Notify assigned SSWs when extensions are due
26 if services need to be continued beyond the authorized service period.

27 13.7.5.10 Notify assigned SSWs when services have been
28 terminated due to no shows or when services expiring when an extension was not

1 received by CONTRACTOR.

2 Minimum Qualifications:

3 13.7.5.11 High school diploma or equivalency.

4 13.7.5.12 Minimum two (2) years of experience working
5 in a social services or related program.

6 13.7.5.13 Demonstrate an understanding of the needs of
7 families in crisis.

8 13.7.5.14 Experience with scheduling and tracking
9 systems.

10 13.7.5.15 Proficiency in Microsoft Office Products.

11 13.7.6 Clerk

12 Duties:

13 13.7.6.1 Perform general administrative support and
14 office duties, such as answer telephone calls, word processing, set up program
15 filing.

16 13.7.6.2 Assist staff in locating resources to meet
17 CLIENT needs.

18 13.7.6.3 High school diploma or equivalency.

19 13.7.6.4 Minimum two (2) years of general office
20 experience.

21 13.7.6.5 Proficiency in Microsoft Office Products.

22 13.7.7 Bookkeeper

23 Duties:

24 13.7.7.1 Analyze monthly expenditures and prepare
25 monthly invoice.

26 13.7.7.2 Prepare annual budgets, program books for
27 audits, and bank reconciliations.

28 13.7.7.3 Assist with analysis of internal controls.

Minimum Qualifications:

13.7.7.4 Minimum two (2) years of prior accounting and/or billing experience.

13.7.7.5 High school diploma or equivalency.

13.7.7.6 Completion of college level bookkeeping and accounting courses.

13.7.7.7 Excellent analytical skills.

13.7.7.8 Proficiency in Microsoft Excel.

13.8 Staff Training

13.8.1 CONTRACTOR shall require staff to attend, at minimum, an initial training course on child abuse and/or the effects of trauma on children, and a training course on spousal/partner abuse/domestic violence issues must be completed within six (6) months of hiring date for the following staff: Program Supervisor, Monitored and Supervised Visitation staff, Transportation Staff, Registered Intern, and Student Intern. In addition within the first six (6) months of each fiscal year, the identified staff must complete an annual refresher course on topics that discuss child abuse or domestic violence or trauma to children.

13.8.2 CONTRACTOR shall be required to send staff to COUNTY sponsored training, as requested by SSA.

13.8.3 MVS and Transportation Specialist staff shall maintain current CPR and First Aid Basic certification.

13.8.4 SSA reserves the right to approve training topics eligible for reimbursement under this Agreement.

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