

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

9 This AGREEMENT, entered into this 1st day of July 2018, which date is
10 particularized for purpose of reference only, is by and between the COUNTY OF
11 ORANGE, hereinafter referred to as "COUNTY," and OLIVE CREST, a California
12 non-profit corporation, hereinafter referred to as "CONTRACTOR." This
13 Agreement shall be administered by the County of Orange Social Services Agency
14 Director or designee, hereinafter referred to as "ADMINISTRATOR."
15

16 W I T N E S S E T H :
17

18 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of
19 monitored and supervised visitation with transportation services for child
20 abuse prevention and intervention services; and

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

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

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

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Exhibit A

1.	POPULATION TO BE SERVED	1
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1. 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 Exhibit "A" to the Agreement
6 between County of Orange and Olive Crest, for the Provision of Monitored and
7 Supervised Visitation with Transportation Services, attached hereto and
8 incorporated herein by reference. CONTRACTOR shall operate continuously
9 throughout the term of this Agreement with the number and type of staff
10 described and as required for provision of services hereunder.

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

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

18 5. LICENSES AND STANDARDS

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

28 5.2 In the performance of this Agreement, CONTRACTOR shall comply with

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

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

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

18 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

19 6.1 Delegation and Assignment

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

1 6.2 Subcontracts

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

9 6.2.1 Subcontracts of \$50,000 or less

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

18 6.2.2 Subcontracts in excess of \$50,000

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

1 performance until completion of services.

2 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed
3 procurement system, CONTRACTOR shall comply with such procurement system in
4 obtaining subcontracts with a total cost in excess of fifty thousand dollars
5 (\$50,000) during the term of this Agreement. In addition, CONTRACTOR shall
6 obtain ADMINISTRATOR's written consent prior to entering into a subcontract
7 with any organization when the total cumulative cost of services to be
8 provided by that organization is anticipated to exceed fifty thousand dollars
9 (\$50,000) during the term of this Agreement.

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

16 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

17 7.1 Form of Business Organization

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

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

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

27 7.1.3 A detailed statement indicating the relationship of
28 CONTRACTOR to any subsidiary business organization or to any individual who

1 may be providing services, supplies, material, or equipment to CONTRACTOR or
2 in any manner does business with CONTRACTOR under this Agreement.

3 7.2 Change in Form of Business Organization

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

11 8. NON-DISCRIMINATION

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

22 8.2 CONTRACTOR shall furnish any and all information requested by
23 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
24 books, records, and accounts in order to ascertain CONTRACTOR's compliance
25 with Paragraph 8 et seq.

26 8.3 Non-Discrimination in Employment

27 8.3.1 CONTRACTOR shall comply with Executive Order 11246,
28 entitled "Equal Employment Opportunity," as amended by Executive Order 11375

1 and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

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

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

14 California Department of Social Services

15 Public Inquiry and Response Bureau

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

17 Sacramento, CA 95814

18 Telephone: (800) 952-5253

19 (800) 952-8349 (For the hard of hearing)

20 8.4 Non-Discrimination in Service Delivery

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

1 98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8);
 2 Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996;
 3 and other applicable federal and State laws, as well as their implementing
 4 regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15;
 5 and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
 6 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist
 7 or be hereafter amended. CONTRACTOR shall not implement any administrative
 8 methods or procedures which would have a discriminatory effect or which would
 9 violate the California Department of Social Services (CDSS) Manual of Policies
 10 and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations
 11 of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or
 12 other legal remedies in accordance with WIC Section 10605, or CGC Sections
 13 11135-11139.5, or any other laws, or the issue may be referred to the
 14 appropriate federal agency for further compliance action and enforcement of
 15 Subparagraph 8.4 et seq.

16 8.4.2 CONTRACTOR shall provide any and all clients desirous of
 17 filing a formal complaint any and all information as appropriate:

18 8.4.2.1 Pamphlet: "Your Rights Under California
 19 Welfare Programs" (PUB 13)

20 8.4.2.2 Discrimination Complaint Form

21 8.4.2.3 Civil Rights Contacts:

22 County Civil Rights Contact:

23 Orange County Social Services Agency

24 Program Integrity

25 Attn: Civil Rights Coordinator

26 P.O. Box 22001

27 Santa Ana, CA 92702-2001

28 Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

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: Olive Crest

2130 E. 4th Street, Suite 200

Santa Ana, CA 92705

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

1 10. NOTICE OF DELAYS

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

7 11. INDEMNIFICATION

8 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
9 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
10 State, COUNTY, and their elected and appointed officials, officers, employees,
11 agents, and those special districts and agencies which COUNTY's Board of
12 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
13 any claims, demands, or liability of any kind or nature, including, but not
14 limited to, personal injury or property damage arising from or related to the
15 services, products, or other performance provided by CONTRACTOR pursuant to
16 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
17 court of competent jurisdiction because of the concurrent active negligence of
18 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
19 be apportioned as determined by the court. Neither party shall request a jury
20 apportionment.

21 12. INSURANCE

22 12.1 Prior to the provision of services under this Agreement,
23 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense,
24 including all endorsements required herein, necessary to satisfy COUNTY that
25 the insurance provisions of this Agreement have been complied with. CONTRACTOR
26 agrees to keep such insurance coverage, Certificates of Insurance and
27 endorsements on deposit with ADMINISTRATOR during the entire term of this
28 Agreement. In addition, all subcontractors performing work on behalf of

1 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the
2 same terms and conditions as set forth herein for CONTRACTOR.

3 12.2 CONTRACTOR shall ensure that all subcontractors performing work on
4 behalf of CONTRACTOR pursuant to this Agreement shall be covered under
5 CONTRACTOR's insurance as an Additional Insured or maintain insurance subject
6 to the same terms and conditions as set forth herein for CONTRACTOR.
7 CONTRACTOR shall not allow subcontractors to work if subcontractors have less
8 than the level of coverage required by COUNTY from CONTRACTOR under this
9 Agreement. It is the obligation of CONTRACTOR to provide notice of the
10 insurance requirements to every subcontractor and to receive proof of
11 insurance prior to allowing any subcontractor to begin work. Such proof of
12 insurance must be maintained by CONTRACTOR through the entirety of this
13 Agreement for inspection by COUNTY representative(s) at any reasonable time.

14 12.3 All self-insured retentions (SIRs) shall be clearly stated on the
15 Certificate of Insurance. Any self-insured retention (SIR) in an amount in
16 excess of fifty thousand dollars (\$50,000) shall specifically be approved by
17 the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current
18 audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in
19 addition to, and without limitation of, any other indemnity provision(s) in
20 the Agreement, agrees to all of the following:

21 12.3.1 In addition to the duty to indemnify and hold COUNTY
22 harmless against any and all liability, claim, demand or suit resulting from
23 CONTRACTOR's, its agent's, employee's or subcontractor's performance of this
24 Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with
25 counsel approved by Board of Supervisors against same; and

26 12.3.2 CONTRACTOR's duty to defend, as stated above, shall be
27 absolute and irrespective of any duty to indemnify or hold harmless; and

28 12.3.3 The provisions of California Civil Code Section 2860

1 shall apply to any and all actions to which the duty to defend stated above
 2 applies, and CONTRACTOR'S SIR provisions shall be interpreted as though
 3 CONTRACTOR was an insurer and COUNTY was the insured.

4 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
 5 the full term of this Agreement, COUNTY may terminate this Agreement.

6 12.5 Qualified Insurer

7 12.5.1 The policy or policies of insurance required herein must
 8 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's
 9 Rating) and VIII (Financial Size Category as determined by the most current
 10 edition of the Best's Key Rating Guide/Property-Casualty/United States or
 11 ambest.com). It is preferred, but not mandatory, that the insurer be licensed
 12 to do business in the state of California (California Admitted Carrier).

13 12.6 If the insurance carrier does not have an A.M. Best Rating of A-
 14 /VIII, the CEO/Office of Risk Management retains the right to approve or
 15 reject a carrier after a review of the company's performance and financial
 16 rating.

17 12.7 The policy or policies of insurance maintained by CONTRACTOR shall
 18 provide the minimum limits and coverage as set forth below:

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

1	Employer’s Liability Insurance	\$1,000,000 per occurrence
2	Network Security & Privacy Liability	\$1,000,000 per claims made
3		
4	Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
5		
6	Sexual Misconduct Liability	\$1,000,000 per occurrence

12.8 Required Coverage Forms

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

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

12.9 Required Endorsements

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

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

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

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

1 Insurance.

2 12.9.2.1 An Additional Insured endorsement naming the
3 County of Orange, its elected and appointed officials, officers, agents and
4 employees as Additional Insureds for its vicarious liability.

5 12.9.2.2 A primary and non-contributing endorsement
6 evidencing that the CONTRACTOR's insurance is primary and any insurance or
7 self-insurance maintained by the County of Orange shall be excess and non-
8 contributing.

9 12.10 The Workers' Compensation policy shall contain a waiver of
10 subrogation endorsement waiving all rights of subrogation against the County
11 of Orange, its elected and appointed officials, officers, agents and employees
12 or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

13 12.11 All insurance policies required by this Agreement shall waive all
14 rights of subrogation against the County of Orange, its elected and appointed
15 officials, officers, agents and employees when acting within the scope of
16 their appointment or employment.

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

22 12.13 If CONTRACTOR's Professional Liability and Network Security &
23 Privacy Liability policy are a "claims made" policy, CONTRACTOR shall agree to
24 maintain Professional Liability and Network Security & Privacy Liability
25 coverage for two (2) years following completion of this Agreement.

26 12.14 The Commercial General Liability policy shall contain a
27 severability of interests clause also known as a "separation of insureds"
28 clause (standard in the ISO CG 0001 policy).

1 12.15 Insurance certificates should be mailed to COUNTY at the address
2 indicated in Paragraph 9 of this Agreement.

3 12.16 If CONTRACTOR fails to provide the insurance certificates and
4 endorsements within seven (7) days of notification by CEO/County Procurement
5 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

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

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

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

22 13. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

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

25 13.1 Any accident or incident relating to services performed under this
26 Agreement that involves injury or property damage which may result in the
27 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

28 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising

1 from or relating to services performed by CONTRACTOR under this Agreement.

2 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
3 property.

4 13.4 Any loss, disappearance, destruction, misuse or theft of any kind
5 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR
6 under the term of this Agreement.

7 14. CONFLICT OF INTEREST

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

18 15. ANTI-PROSELYTISM PROVISION

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

23 16. SUPPLANTING GOVERNMENT FUNDS

24 CONTRACTOR shall not supplant any federal, State, or COUNTY funds
25 intended for the purposes of this Agreement with any funds made available
26 under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY
27 for, or apply sums received from COUNTY with respect to, that portion of its
28 obligations which have been paid by another source of revenue. CONTRACTOR

1 agrees that it shall not use funds received pursuant to this Agreement, either
2 directly or indirectly, as a contribution or compensation for purposes of
3 obtaining federal, State, or COUNTY funds under any federal, State, or COUNTY
4 program without prior written approval of ADMINISTRATOR.

5 17. EQUIPMENT

6 17.1 All items purchased with funds provided under this Agreement, or
7 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of
8 at least five thousand dollars (\$5,000), including sales tax, shall be
9 considered Capital Equipment. Title to all Capital Equipment shall, upon
10 purchase, vest and remain in COUNTY. The use of such items of Capital
11 Equipment is limited to the performance of this Agreement. Upon the
12 termination of this Agreement, CONTRACTOR shall immediately return any items
13 of Capital Equipment to COUNTY or its representatives, or dispose of them in
14 accordance with the directions of ADMINISTRATOR.

15 CONTRACTOR further agrees to the following:

16 17.1.1 To maintain all items of Capital Equipment in good
17 working order and condition, normal wear and tear excepted.

18 17.1.2 To label all items of Capital Equipment, do periodic
19 inventories as required by ADMINISTRATOR, and to maintain an inventory list
20 showing where and how the Capital Equipment is being used, in accordance with
21 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
22 ADMINISTRATOR within ten (10) days of any request therefore.

23 17.1.3 To report in writing to ADMINISTRATOR immediately after
24 discovery, the loss or theft of any items of Capital Equipment. For stolen
25 items, the local law enforcement agency must be contacted and a copy of the
26 police report submitted to ADMINISTRATOR.

27 17.1.4 To purchase a policy or policies of insurance covering
28 loss or damage to any and all Capital Equipment purchased under this

1 Agreement, in the amount of the full replacement value thereof, providing
2 protection against the classification of fire, extended coverage, vandalism,
3 malicious mischief, and special extended perils (all risks) covering the
4 parties' interests as they appear.

5 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be
6 requested in writing, shall require the prior written approval of
7 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
8 appropriate and directly related to CONTRACTOR's service or activity under the
9 terms of this Agreement. COUNTY may refuse reimbursement for any costs
10 resulting from Capital Equipment purchased which are incurred by CONTRACTOR,
11 if prior written approval has not been obtained from ADMINISTRATOR.

12 17.3 Personal Computer Equipment

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

16 18. BREACH SANCTIONS

17 18.1 Failure by CONTRACTOR to comply with any of the provisions,
18 covenants, or conditions of this Agreement shall be a material breach of this
19 Agreement. In such event, ADMINISTRATOR may, and in addition to immediate
20 termination and any other remedies available at law, in equity, or otherwise
21 specified in this Agreement:

22 18.1.1 Afford CONTRACTOR a time period within which to cure the
23 breach, which period shall be established by ADMINISTRATOR; and/or

24 18.1.2 Discontinue reimbursement to CONTRACTOR for and during
25 the period in which CONTRACTOR is in breach, which reimbursement shall not be
26 entitled to later recovery; and/or

27 18.1.3 Offset against any monies billed by CONTRACTOR but yet
28 unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.1.2

1 above.

2 18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
3 pursuant to this Paragraph, which notice shall be deemed served on the date of
4 mailing.

5 19. PAYMENTS

6 19.1 Maximum Contractual Obligation

7 The maximum obligation of COUNTY under this Agreement shall not
8 exceed the amount of \$1,974,000, or actual allowable costs, whichever is less.
9 The annual amount for each twelve (12) month period is as follows:

10 19.1.1 \$658,000 for July 1, 2018 through June 30, 2019;

11 19.1.2 \$658,000 for July 1, 2019 through June 30, 2020; and

12 19.1.3 \$658,000 for July 1, 2020 through June 30, 2021.

13 Allowable Costs

14 During the term of this Agreement, COUNTY shall pay CONTRACTOR
15 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
16 pursuant to this Agreement, as defined in Title 2 CFR Part 200, or as approved
17 by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR
18 for anticipated allowable costs that will be incurred by CONTRACTOR for June
19 2019, 2020, and 2021, during the month of such anticipated expenditure.

20 19.2 Match

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

1 monies owed CONTRACTOR by COUNTY, or paid to COUNTY upon demand.

2 19.3 Claims

3 19.3.1 CONTRACTOR shall submit monthly claims to be received by
4 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for
5 expenses incurred in the preceding month. In the event the twentieth (20th)
6 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the
7 claim the next business day. COUNTY holidays include New Year's Day, Martin
8 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
9 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
10 Friday after Thanksgiving Day, and Christmas Day.

11 19.3.2 All claims must be submitted on a form approved by
12 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
13 source documents with the monthly claim, including, inter alia, a monthly
14 statement of services, general ledgers, supporting journals, time sheets,
15 invoices, canceled checks, receipts, and receiving records, some of which may
16 be required to be copied. Source documents that CONTRACTOR must submit shall
17 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
18 shall retain all financial records in accordance with Paragraph 25 of this
19 Agreement.

20 19.3.3 Payments should be released by COUNTY within a reasonable
21 time period of approximately thirty (30) days after receipt of a correctly
22 completed claim form and required supporting documentation.

23 19.3.4 Year End and Final Claims

24 19.3.4.1 CONTRACTOR shall submit a final claim for
25 each COUNTY fiscal year, July 1 through June 30, covered under the term of
26 this Agreement, as stated in Paragraph 1, by no later than August 30th of each
27 corresponding COUNTY fiscal year. Claims received after August 30th of each
28 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not

1 be reimbursed. ADMINISTRATOR may modify the date upon which the final claim
2 per each COUNTY fiscal year must be received, upon written notice to
3 CONTRACTOR.

4 19.3.4.2 The basis for final settlement shall be the
5 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 200,
6 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,
7 to the maximum obligation of COUNTY. In the event that any overpayment has
8 been made, COUNTY may offset the amount of the overpayment against the final
9 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
10 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
11 Nothing herein shall be construed as limiting the remedies of COUNTY in the
12 event an overpayment has been made.

13 20. OVERPAYMENTS

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

27 21. OUTSTANDING DEBT

28 CONTRACTOR shall have no outstanding debt with ADMINISTRATOR, or shall

1 be in the process of resolving outstanding debt to ADMINISTRATOR's
2 satisfaction, prior to entering into and during the term of this Agreement.

3 22. REVENUE

4 22.1 Whenever CONTRACTOR receives any money specifically designated for
5 use in programs funded through this Agreement, excluding any funds specified
6 as a CONTRACTOR match under this Agreement, such monies shall be considered to
7 be a cost off-set and treated as a reduction against the amount claimed by
8 CONTRACTOR.

9 22.2 CONTRACTOR is not required to apply grants or gifts which are
10 unrestricted in use to any cost or expense of CONTRACTOR in which COUNTY
11 participates.

12 22.3 CONTRACTOR may establish and utilize a sliding fee schedule,
13 approved by ADMINISTRATOR, to determine client fees for services provided.
14 However, CONTRACTOR shall not refuse services to clients referred by
15 ADMINISTRATOR because of inability or unwillingness to pay said fees.

16 22.4 CONTRACTOR shall make every reasonable effort to collect all
17 available third party reimbursement for which client may be eligible. Public
18 and private insurance carriers shall be billed on the basis of CONTRACTOR's
19 customary charges, if applicable.

20 22.5 Fees and revenues received by CONTRACTOR from or on behalf of
21 clients, including from public or private insurance carriers, shall be
22 deducted from any billings to COUNTY and shall reduce any obligation of COUNTY
23 under this Agreement.

24 23. FINAL REPORT

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

1 the date upon which the final report must be submitted. Any agreement must be
2 in writing.

3 24. INDEPENDENT AUDIT

4 24.1 CONTRACTOR shall employ a licensed certified public accountant
5 who shall prepare and file with ADMINISTRATOR an annual organization-wide
6 audit of related expenditures during the term of this Agreement in compliance
7 with the 31 USC 7501 - 7507, as well as its implementing regulations under 2
8 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit
9 Requirements for Federal Awards. If CONTRACTOR is not subject to the
10 aforementioned regulations for any year covered during the term of this
11 Agreement, CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's
12 Report of CONTRACTOR's financial statements. The audit must be performed in
13 accordance with generally accepted government auditing standards.
14 CONTRACTOR shall cooperate with COUNTY, State, and/or federal agencies to
15 ensure that corrective action is taken within six (6) months after issuance of
16 all audit reports with regard to audit exceptions.

17 24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle
18 covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies
19 of organization-wide audits for each of the fiscal cycles corresponding with
20 the term of this Agreement. CONTRACTOR shall provide each audit within
21 fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to
22 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny
23 payment under this or any subsequent Agreement with CONTRACTOR until such time
24 as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may
25 modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

26 25. RECORDS, INSPECTIONS, AND AUDITS

27 25.1 Financial Records

28 25.1.1 CONTRACTOR shall prepare and maintain accurate and

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

5 25.1.2 CONTRACTOR shall establish and maintain reasonable
6 accounting, internal control, and financial reporting standards in conformity
7 with generally accepted accounting principles established by the American
8 Institute of Certified Public Accountants and to the satisfaction of
9 ADMINISTRATOR.

10 25.2 Client Records

11 25.2.1 CONTRACTOR shall prepare and maintain accurate and
12 complete records of clients served and dates and type of services provided
13 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

14 25.2.2 CONTRACTOR shall keep all COUNTY data provided to
15 CONTRACTOR during the term(s) of this Agreement for a minimum of five (5)
16 years from the date of final payment under this Agreement, or until all
17 pending COUNTY, State, and federal audits are completed, whichever is later.
18 These records shall be stored in Orange County, unless CONTRACTOR requests and
19 COUNTY provides written approval for the right to store the records in another
20 county. Notwithstanding anything to the contrary, upon termination of this
21 Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to
22 COUNTY in accordance with Subparagraph 44.3.

23 25.2.3 COUNTY may refuse payment for a claim if client records
24 are determined by COUNTY to be incomplete or inaccurate. In the event client
25 records are determined to be incomplete or inaccurate after payment has been
26 made, COUNTY may treat such payment as an overpayment within the provisions of
27 this Agreement.

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1 25.3 Public Records

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

6 25.4 Inspections and Audits

7 25.4.1 The U.S. Department of Health and Human Services,
8 Comptroller General of the United States, Director of CDSS, State Auditor-
9 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
10 Department, or any of their authorized representatives, shall have access to
11 any books, documents, papers, and records, including medical records, of
12 CONTRACTOR which any of them may determine to be pertinent to this Agreement.
13 Further, all the above mentioned persons have the right at all reasonable
14 times to inspect or otherwise evaluate the work performed or being performed
15 under this Agreement and the premises in which it is being performed.

16 25.4.2 CONTRACTOR shall make its books and records available
17 within the borders of Orange County within ten (10) days of receipt of written
18 demand by ADMINISTRATOR.

19 25.4.3 In the event CONTRACTOR does not make available its books
20 and financial records within the borders of Orange County, CONTRACTOR agrees
21 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
22 designee, necessary to obtain CONTRACTOR's books and records.

23 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of
24 COUNTY's liability to the State or Federal Government or any agency thereof
25 resulting from any disallowances or other audit exceptions to the extent that
26 such liability is attributable to CONTRACTOR's failure to perform under this
27 Agreement.

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1 25.5 Evaluation Studies

2 25.5.1 CONTRACTOR shall participate, as requested by COUNTY, in
3 research and/or evaluative studies designed to show the effectiveness and/or
4 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
5 project.

6 26. PERSONNEL DISCLOSURE

7 26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
8 all personnel providing services hereunder, including résumés and job
9 applications. Changes to the list will be immediately provided to
10 ADMINISTRATOR, in writing, along with a copy of a résumé and/or job
11 application. The list shall include:

12 26.1.1 Names and dates of birth of all full or part-time
13 personnel by title, including volunteer personnel, whose direct services are
14 required to provide the programs described herein;

15 26.1.2 A brief description of the functions of each position and
16 the hours each person works each week, or for part-time personnel, each day or
17 month, as appropriate;

18 26.1.3 The professional degree, if applicable, and experience
19 required for each position; and

20 26.1.4 The language skill, if applicable, for all personnel.

21 26.2 Where authorized by law, and in a manner consistent with
22 California Government Code §12952, CONTRACTOR shall require prospective
23 employees to provide detailed information regarding the conviction of a crime
24 by any court for offenses other than minor traffic offenses. Information
25 discovered subsequent to the hiring or promotion of any prospective employee
26 shall be cause for termination from the performance of services under this
27 Agreement.

28 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to

1 COUNTY, a clearance on the following public websites of the names and dates of
2 birth for all employees and/or volunteers who will have direct, interactive
3 contact with clients served through this Agreement: U.S. Department of Justice
4 National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender
5 Registry (www.meganslaw.ca.gov).

6 26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
7 COUNTY, a criminal record background check on all employees (direct service
8 and administrative) funded through this Agreement and also all non-funded
9 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,
10 interactive contact with clients served through this Agreement. Background
11 checks conducted through the California Department of Justice shall include a
12 check of the California Central Child Abuse Index, when
13 applicable. Candidates will satisfy background checks consistent with this
14 Paragraph and their performance of services under this Agreement.

15 26.5 CONTRACTOR shall ensure that clearances and background checks
16 described in Subparagraphs 26.3 and 26.4 are completed prior to CONTRACTOR's
17 personnel providing services under this Agreement.

18 26.6 In the event a record is revealed through the processes described
19 in Subparagraphs 26.3 and 26.4, COUNTY will be available to consult with
20 CONTRACTOR on appropriateness of personnel providing services through this
21 Agreement.

22 26.7 CONTRACTOR warrants that all persons employed or otherwise
23 assigned by CONTRACTOR to provide services under this Agreement have
24 satisfactory past work records and/or reference checks indicating their
25 ability to perform the required duties and accept the kind of responsibility
26 anticipated under this Agreement. CONTRACTOR shall maintain records of
27 background investigations and reference checks undertaken and coordinated by
28 CONTRACTOR for each employee and/or volunteer assigned to provide services

1 under this Agreement, for a minimum of five (5) years from the date of final
2 payment under this Agreement, or until all pending COUNTY, State, and federal
3 audits are completed, whichever is later, in compliance with all applicable
4 laws.

5 26.8 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
6 arrest and/or subsequent conviction, for offenses, other than minor traffic
7 offenses, of any paid employee and/or volunteer staff performing services
8 under this Agreement, when such information becomes known to CONTRACTOR.
9 ADMINISTRATOR may determine whether such employee and/or volunteer may
10 continue to provide services under this Agreement and shall provide notice of
11 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
12 with ADMINISTRATOR's decision shall be deemed a material breach of this
13 Agreement, pursuant to Paragraph 18 above.

14 26.9 COUNTY has the right to approve or disapprove all of CONTRACTOR's
15 staff performing work hereunder, and any proposed changes in CONTRACTOR's
16 staff.

17 26.10 COUNTY shall have the right to require CONTRACTOR to remove any
18 employee from the performance of services under this Agreement. At the
19 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

20 26.11 CONTRACTOR shall notify COUNTY immediately when staff is
21 terminated for cause from working on this Agreement.

22 26.12 Disqualification, if any, of CONTRACTOR staff, pursuant to
23 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all
24 work in accordance with the terms and conditions of this Agreement.

25 27. EMPLOYMENT ELIGIBILITY VERIFICATION

26 As applicable, CONTRACTOR warrants that it fully complies with all
27 federal and State statutes and regulations regarding the employment of aliens
28 and others, and that all its employees performing work under this Agreement

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

15 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

16 28.1 CONTRACTOR certifies it is in full compliance with all applicable
17 federal and State reporting requirements regarding its employees and with all
18 lawfully served Wage and Earnings Assignment Orders and Notices of Assignments
19 and will continue to be in compliance throughout the term of the Agreement
20 with the County of Orange. Failure to comply shall constitute a material
21 breach of the Agreement and failure to cure such breach within sixty (60)
22 calendar days of notice from the COUNTY shall constitute grounds for
23 termination of the Agreement.

24 28.2 In the case of an individual contractor or contractor doing
25 business in a form other than an individual, CONTRACTOR agrees to furnish
26 ADMINISTRATOR within thirty (30) days of the award of this Agreement:

27 28.2.1 His/her name, date of birth, Social Security Number, and
28 residence address; or

1 28.2.2 In the case of a contractor doing business in a form
2 other than as an individual, the name, data of birth, Social Security Number,
3 and residence address of each individual who owns an interest of ten percent
4 (10%) or more in the contracting entity.

5 28.3 It is expressly understood that this data will be transmitted to
6 governmental agencies charged with the establishment and enforcement of child
7 support orders, and for no other purpose.

8 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

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

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31. SMOKE FREE ENVIRONMENT

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

32. UNATTENDED CHILD IN MOTOR VEHICLE ACT

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

33. CONFIDENTIALITY

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

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

33.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this

1 Agreement of this provision and that any person violating the provisions of
2 said California state law may be guilty of a crime.

3 33.4 CONTRACTOR agrees that any and all subcontracts entered into shall
4 be subject to the confidentiality requirements of this Agreement.

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

9 33.5.1 No access, disclosure, or release of information
10 regarding a child who is the subject of Juvenile Court proceedings shall be
11 permitted except as authorized. If authorization is in doubt, no such
12 information shall be released without the written approval of a Judge of the
13 Juvenile Court.

14 33.5.2 CONTRACTOR must receive prior written approval of the
15 Juvenile Court before allowing any child to be interviewed, photographed, or
16 recorded by any publication or organization, or to appear on any radio,
17 television, or internet broadcast or make any other public appearance. Such
18 approval shall be requested through child's Social Worker.

19 34. SECURITY

20 34.1 Security Requirements

21 34.1.1 CONTRACTOR agrees to maintain the confidentiality of all
22 COUNTY and COUNTY-related records and information pursuant to all statutory
23 laws relating to privacy and confidentiality that currently exists or exists
24 at any time during the term of this Agreement. CONTRACTOR represents and
25 warrants that it has implemented and will maintain during the term of this
26 Agreement administrative, physical, and technical safeguards to reasonably
27 protect private and confidential client information, to protect against
28 anticipated threats to the security or integrity of COUNTY data, and to

1 protect against unauthorized physical or electronic access to or use of COUNTY
2 data. Such safeguards and controls shall include at a minimum:

3 34.1.1.1 Storage of confidential paper files that
4 ensures records are secured, handled, transported, and destroyed in a manner
5 that prevents unauthorized access.

6 34.1.1.2 Control of access to physical and electronic
7 records to ensure COUNTY data is accessed only by individuals with a need to
8 know for the delivery of contract services.

9 34.1.1.3 Control to prevent unauthorized access and to
10 prevent CONTRACTOR employees from providing COUNTY data to unauthorized
11 individuals.

12 34.1.1.4 Firewall protection.

13 34.1.1.5 Use of encryption methods of electronic
14 COUNTY data while in transit from CONTRACTOR networks to external networks,
15 when applicable.

16 34.1.1.6 Measures to securely store all COUNTY data,
17 including, but not be limited to, encryption at rest and multiple levels of
18 authentication and measures to ensure COUNTY data shall not be altered or
19 corrupted without COUNTY's prior written consent. CONTRACTOR further
20 represents and warrants that it has implemented and will maintain during the
21 term of this Agreement administrative, technical, and physical safeguards and
22 controls consistent with State and federal security requirements.

23 34.2 Security Breach Notification

24 34.2.1 CONTRACTOR shall have policies and procedures in place
25 for the effective management of Security Breaches, as defined below. In the
26 event of any actual, attempted, suspected, threatened, or reasonably
27 foreseeable circumstance CONTRACTOR experiences or learns of that either
28 compromises or could reasonably be expected to comprise COUNTY data through

1 unauthorized use, disclosure, or acquisition of COUNTY data (“Security
2 Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After
3 such notification, CONTRACTOR shall, at its own expense, immediately:

4 34.2.1.1 Investigate to determine the nature and
5 extent of the Security Breach.

6 34.2.1.2 Contain the incident by taking necessary
7 action, including, but not limited to, attempting to recover records, revoking
8 access, and/or correcting weaknesses in security.

9 34.2.1.3 Report to COUNTY the nature of the Security
10 Breach, the COUNTY data used or disclosed, the person who made the
11 unauthorized use or received the unauthorized disclosure, what CONTRACTOR has
12 done or will do to mitigate any harmful effect of the unauthorized use or
13 disclosure, and the corrective action CONTRACTOR has taken or will take to
14 prevent future similar unauthorized use or disclosure.

15 34.2.2 The COUNTY, at its sole discretion and on a case-by-case
16 basis, will determine what actions are necessary in response to the Security
17 Breach and who will perform these actions. Actions may include, but are not
18 limited to: notifications; investigation and remediation costs, including
19 notification of all whose personal information was disclosed; outside
20 investigation; forensics; counsel; crisis management; and credit monitoring.
21 In the event COUNTY determines CONTRACTOR will conduct additional action(s),
22 CONTRACTOR shall bear the costs. In the event COUNTY conducts additional
23 actions(s) arising out of or in connection with a Security Breach, CONTRACTOR
24 shall reimburse COUNTY for costs associated to legally required actions.

25 35. COPYRIGHT ACCESS

26 The U.S. Department of Health and Human Services, the CDSS, and COUNTY
27 will have a royalty-free, nonexclusive, and irrevocable license to publish,
28 translate, or use, now and hereafter, all material developed under this

1 Agreement, including those covered by copyright.

2 36. WAIVER

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

11 37. PETTY CASH

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

14 38. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

15 38.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY.
16 The use and/or reproduction of COUNTY's name, logos, or symbols for any
17 purpose, including commercial advertisement, promotional purposes,
18 announcements, displays, or press releases, without COUNTY's prior written
19 consent is expressly prohibited.

20 38.2 CONTRACTOR may develop and publish information related to this
21 Agreement where all of the following conditions are satisfied:

22 38.2.1 ADMINISTRATOR provides its written approval of the
23 content and publication of the information at least thirty (30) days prior to
24 CONTRACTOR publishing the information, unless a different timeframe for
25 approval is agreed upon by the ADMINISTRATOR;

26 38.2.2 Unless directed otherwise by ADMINISTRATOR, the
27 information includes a statement that the program, wholly or in part, is
28 funded through County, State, and Federal Government funds;

1 38.2.3 The information does not give the appearance that the
2 COUNTY, its officers, employees, or agencies endorse:

3 38.2.3.1 Any commercial product or service; and,

4 38.2.3.2 Any product or service provided by
5 CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

6 38.2.4 If CONTRACTOR uses social media (such as Facebook,
7 Twitter, YouTube, or other publicly available social media sites) to publish
8 information related to this Agreement, CONTRACTOR shall develop social media
9 policies and procedures and have them available to the ADMINISTRATOR.
10 CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
11 they pertain to any social media developed in support of the services
12 described within this Agreement. The policy is available on the Internet at
13 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

14 39. REPORTS

15 39.1 CONTRACTOR shall provide information deemed necessary by
16 ADMINISTRATOR to complete any State-required reports related to the services
17 provided under this Agreement.

18 39.2 CONTRACTOR shall maintain records and submit reports containing
19 such data and information regarding the performance of CONTRACTOR's services,
20 costs, or other data relating to this Agreement, as may be requested by
21 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
22 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

23 40. ENERGY EFFICIENCY STANDARDS

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

27 41. ENVIRONMENTAL PROTECTION STANDARDS

28 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC

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

5 41.1 No facility to be utilized in the performance of the proposed
6 grant has been listed on the EPA List of Violating Facilities;

7 41.2 It will notify COUNTY prior to award of the receipt of any
8 communication from the Director, Office of Federal Activities, U.S. EPA,
9 indicating that a facility to be utilized for the grant is under consideration
10 to be listed on the EPA List of Violating Facilities; and

11 41.3 It will notify COUNTY and EPA about any known violation of the
12 above laws and regulations.

13 42. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
14 FEDERAL TRANSACTIONS

15 42.1 CONTRACTOR shall be in compliance with Section 319 of Public Law
16 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect
17 to those provisions set down by the OMB and published in the Federal Register
18 dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these
19 laws and regulations, it is mutually understood that any contract which
20 utilizes federal monies in excess of \$100,000 must contain, and CONTRACTOR
21 must certify compliance utilizing a form provided by ADMINISTRATOR that cites
22 the following:

23 42.1.1 The definitions and prohibitions contained in the clause
24 at Federal Acquisition Regulation 52.203-12, Limitation on Payments to
25 Influence Certain Federal Transactions, included in this solicitation, are
26 hereby incorporated by reference in Subparagraph 42.1.2 of this certification.

27 42.1.2 The offeror, by signing its offer, hereby certifies to
28 the best of his or her knowledge and belief as of December 23, 1989, that

1 42.1.2.1 No federal appropriated funds have been paid
2 or will be paid to any person for influencing or attempting to influence an
3 officer or employee of any agency, a Member of Congress, an officer or
4 employee of Congress, or an employee of a Member of Congress on his or her
5 behalf in connection with the awarding of any federal contract, the making of
6 any federal grant, the making of any federal loan, the entering into of any
7 cooperative agreement, and the extension, continuation, renewal, amendment, or
8 modification of any federal contract, grant, loan or cooperative agreement;

9 42.1.2.2 If any funds other than federal appropriated
10 funds (including profit or fee received under a covered federal transaction)
11 have been paid, or will be paid, to any person for influencing or attempting
12 to influence an officer or employee of any agency, a Member of Congress, an
13 officer or employee of Congress, or an employee of a Member of Congress on his
14 or her behalf in connection with this solicitation, the offeror shall complete
15 and submit with its offer, OMB standard form LLL, Disclosure of Lobbying
16 Activities, to the Contracting Officer; and

17 42.1.2.3 He or she will include the language of this
18 certification in all subcontract awards at any tier and require that all
19 recipients of subcontract awards in excess of \$100,000 shall certify and
20 disclose accordingly.

21 42.1.3 Submission of this certification and disclosure is a
22 prerequisite for making or entering into this Agreement imposed by Section
23 1352, Title 31, USC. Any person who makes an expenditure prohibited under
24 this provision or who fails to file or amend the disclosure form to be filed
25 or amended by this provision, shall be subject to a civil penalty of not less
26 than \$10,000, and not more than \$100,000, for each such failure.

27 43. POLITICAL ACTIVITY

28 CONTRACTOR agrees that the funds provided herein shall not be used to

1 promote, directly or indirectly, any political party, political candidate, or
2 political activity, except as permitted by law.

3 44. TERMINATION PROVISIONS

4 44.1 ADMINISTRATOR may terminate this Agreement without penalty,
5 immediately with cause or after thirty (30) days written notice without cause,
6 unless otherwise specified. Notice shall be deemed served on the date of
7 mailing. Cause shall include, but not be limited, to any breach of contract,
8 any partial misrepresentation whether negligent or willful, fraud on the part
9 of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's
10 reasonable control, and repeated or continued violations of COUNTY ordinances
11 unrelated to performance under this Agreement that, in the reasonable opinion
12 of COUNTY, indicate a willful or reckless disregard for COUNTY laws and
13 regulations. Exercise by ADMINISTRATOR of the right to terminate this
14 Agreement shall relieve COUNTY of all further obligations under this
15 Agreement.

16 44.2 For ninety (90) calendar days prior to the expiration date of this
17 Agreement, or upon notice of termination of this Agreement ("Transition
18 Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly
19 transfer of service responsibilities, case records, and pertinent documents.
20 The Transition Period may be modified as agreed upon in writing by the
21 parties. During the Transition Period, service and data access shall continue
22 to be made available to COUNTY without alteration. CONTRACTOR also shall
23 assist COUNTY in extracting and/or transitioning all data in the format
24 determined by COUNTY.

25 44.3 In the event of termination of this Agreement, cessation of
26 business by CONTRACTOR, or any other event preventing CONTRACTOR from
27 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data
28 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if

1 requested to do so on such media as reasonably requested by COUNTY, even if
2 COUNTY is then or is alleged to be in breach of this Agreement.

3 44.4 The obligations of COUNTY under this Agreement are contingent upon
4 the availability of federal and/or State funds, as applicable, for the
5 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
6 for the services hereunder in the budget approved by the Orange County Board
7 of Supervisors each fiscal year this Agreement remains in effect or operation.
8 In the event that such funding is terminated or reduced, ADMINISTRATOR may
9 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
10 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
11 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
12 notification of such determination. CONTRACTOR shall immediately comply with
13 ADMINISTRATOR's decision.

14 44.5 If any term, covenant, condition, or provision of this Agreement
15 or the application thereof is held invalid, void, or unenforceable, the
16 remainder of the provisions in this Agreement shall remain in full force and
17 effect and shall in no way be affected, impaired, or invalidated thereby.

18 45. GOVERNING LAW AND VENUE

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

28 ///

1 46. SIGNATURE IN COUNTERPARTS

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

5 CONTRACTOR represents and warrants that the person executing this
6 Agreement on behalf of and for CONTRACTOR is an authorized agent who has
7 actual authority to bind CONTRACTOR to each and every term, condition and
8 obligation of this Agreement and that all requirements of CONTRACTOR have been
9 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: *Donald Veleur* By: _____
DONALD VELEUR CHAIRMAN
EXECUTIVE DIRECTOR OF THE BOARD OF SUPERVISORS
OLIVE CREST COUNTY OF ORANGE, CALIFORNIA

Dated: *4/3/18* 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: *Carolyn S. Frost*
DEPUTY

Dated: *04/03/18*

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EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
OLIVE CREST
FOR THE PROVISION OF
CHILD ABUSE PREVENTION AND INTERVENTION SERVICES

MONITORED AND SUPERVISED VISITATION WITH TRANSPORATION 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 children placed with relatives, non-relative family caregivers (NREFMs), or County approved Resource Families.

1.2 The children to be served shall be hereinafter referred to as “CLIENTS.” CLIENTS’ designated visitors shall be hereinafter referred to as “VISITORS.”

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

1.4 Referrals for transportation services may also 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 Year One (1) - 13,500 hours

2.1.2 Year Two (2) - 13,575 hours

2.1.3 Year Three (3) - 13,660 hours

3. HOURS OF OPERATION

3.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s) as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide monitored and transportation services Monday through Saturday, from 8:00 a.m. and 8:00 p.m. At minimum, fifty percent (50%) of all available visits must be available to be scheduled during high demand hours, evenings (3:00 p.m. to 8:00 p.m.), weekends, and holidays. CONTRACTOR shall provide supervised visitations on Monday, Wednesday, and Friday from 10:00 a.m. to 8:00 p.m., Tuesday and Thursday from 2:00 p.m. to 8:00 p.m. and Saturday 9:00 a.m. to 8:00 p.m. CONTRACTOR will provide supervised visitation a minimum of four (4) hours on Sunday to accommodate CLIENTS'/VISITORS' scheduling needs.

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

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

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1 4. SERVICES

2 4.1 General Services

3 CONTRACTOR shall:

4 4.1.1 Provide services that includes, but is not limited to,
5 monitored or supervised visitation with transportation, as needed, for
6 CLIENT(S) who reside in out-of-home placement located in or outside Orange
7 County.

8 4.1.2 Provide transportation services, which may include
9 transportation without supervision or monitoring to approved VISITOR(S) and/or
10 CLIENT(S), as specified in Subparagraph 4.4.

11 4.1.3 Provide services that are family-centered, family-
12 friendly, culturally responsive, and trauma informed.

13 4.1.4 Limit participation in the visit to those parties
14 specifically designated by the ADMINISTRATOR and/or assigned social worker
15 (hereinafter referred to as "SSW") on the referral form, and obtain prior
16 written authorization from ADMINISTRATOR prior to adding or deleting
17 VISITOR(S) from CLIENT's service file.

18 4.1.5 Provide services up to four (4) times per week or as
19 ordered by the Juvenile Court for each client, for a period not to exceed
20 twenty-six (26) weeks.

21 4.1.6 Receive approval from RDM for any requests for exceptions
22 to length or frequency of services and any revisions to the original referral.

23 4.1.7 Call or text the VISITOR(S) within twenty-four (24)
24 hours prior to a visit, to remind them about the visit and provide information
25 regarding transportation to visit, if required. CONTRACTOR shall assist in
26 rescheduling the appointment, if applicable.

27 4.1.8 Request VISITOR to sign authorization to release
28 information between COUNTY and CONTRACTOR.

1 4.1.9 Request prior written approval for service extension at
2 least thirty (30) days in advance of the initial service termination date, for
3 up to an additional twenty-six (26) weeks of services, in accordance with
4 Subparagraph 5.12 of this Exhibit A.

5 4.1.10 Coordinate visits to take place at the CLIENT's
6 residence, CONTRACTOR's facility, Family Resource Centers, SSA offices or a
7 location mutually agreed upon by the SSW and involved parties.

8 4.1.11 Provide transportation services as requested for court
9 ordered case plan activities.

10 4.1.12 Immediately cease services on a case upon notification
11 from ADMINISTRATOR.

12 4.1.13 Keep records of all visits.

13 4.1.14 Ensure SSW is notified in writing of all scheduled
14 visits, transports, and no shows.

15 4.2 Monitored Visitation

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

19 4.2.1 Monitor visits between VISITOR(S) and CLIENT(S), in
20 accordance with the Juvenile Court order(s), CLIENT's case plan, or
21 ADMINISTRATOR's request.

22 4.2.2 Apply techniques to promote positive visits, and
23 intervene, when necessary, to protect the best interests of CLIENT(S).

24 4.2.3 Accommodate the ordered visitation schedule, which could
25 last from one (1) to six (6) hours per visit, up to four (4) times per week as
26 specified by the referral.

27 4.2.4 Contact CLIENT's caregiver and VISITOR(S) within three
28 (3) business days of receipt of referral to schedule the date and time of the

1 monitored visit. Additionally, if a case is placed on a wait list that will
2 delay the visit beyond fourteen (14) calendar days from that initial contact,
3 CONTRACTOR shall communicate with CLIENT's caregiver and VISITOR(S) to update
4 them within three (3) business days once the visit date is scheduled.
5 CONTRACTOR shall provide contact every other week with the CLIENT's caregiver
6 and VISITOR(S) on status of wait list.

7 4.2.5 Notify the SSW of the scheduled visit date and time.

8 4.2.6 Notify CLIENT(S), VISITOR(S), and SSW of the anticipated
9 service start date if the start of services will be delayed.

10 4.2.7 Oversee the monitored visit face-to-face and be
11 continuously present, within both sight and hearing distance, for the entire
12 visit.

13 4.2.8 Prohibit the discussion of certain topics between the
14 CLIENT(S) and VISITOR(S) when specified on the referral or verbally prohibited
15 by the SSW.

16 4.2.9 Terminate the visit, should a VISITOR fail to comply with
17 the orders of the Court regarding topics not to be discussed during
18 visitation, or fail to follow guidelines for the "Monitored Visitation
19 Agreement."

20 4.2.10 Supply designated CONTRACTOR facilities for monitored
21 visitation areas with furniture and age-appropriate toys and games for CLIENTS
22 ages birth (0) through seventeen (17) years.

23 4.2.11 Keep CLIENT(S) and VISITOR(S) in separate waiting areas
24 until their scheduled monitored visit commences when visits take place in
25 CONTRACTOR facilities.

26 4.2.12 Ensure that no unmonitored contact (i.e., contact outside
27 of the monitor's eyesight or hearing) between CLIENT(S) and VISITOR(S) occurs
28 before, during or after the monitored visit. Should CONTRACTOR become aware

1 of unmonitored contact between CLIENT(S) and VISITOR(S), the incident shall be
2 reported to the SSW or the SSW's supervisor immediately.

3 4.2.13 Review the "Monitored Visitation Agreement" form,
4 provided by ADMINISTRATOR, with VISITOR(S) and obtain VISITOR's signature
5 before visitation may occur. In the event VISITOR refuses to sign the
6 "Monitored Visitation Agreement," CONTRACTOR shall continue with visitation
7 and inform SSW by telephone within two (2) business days of refusal.

8 4.2.14 Oversee the waiting room and visitation area at all
9 times.

10 4.2.15 Provide services in accordance with the instructions
11 specified by the SSW on the referral form.

12 4.2.16 Wait for a minimum of twenty (20) minutes for the
13 VISITOR(S) to arrive, before considering the VISITOR(S) a no show.

14 4.2.17 Ensure Monitored Visitation Specialists (MVS) conduct
15 themselves in a professional manner and refrain from activities that may be
16 distracting during a monitored visit (eating, using a cell phone, laptop, or
17 other electronic devices, etc.).

18 4.2.18 Ensure that CONTRACTOR's staff do not accept gifts from
19 CLIENT(S) and/or VISITOR(S) for whom services are being provided, while under
20 the performance of this Agreement.

21 4.2.19 Ensure CLIENT(S) and VISITOR(S) leave the visit
22 separately, for the safety of the parties.

23 4.2.20 Provide a written summary of each visit to the SSW within
24 five (5) business days after the visit which must be approved in writing by
25 CONTRACTOR's Program Supervisor. The summary shall be submitted on a form
26 supplied by SSA.

27 4.3 Supervised Visitation

28 A supervised visit consists of multiple VISITOR(S) and CLIENT(S)

1 held at a designated visitation site observed by a site supervisor.
2 Supervised visits will require one (1) Monitored Visitation Specialist (MSV)
3 staff to be present at all times. Supervised visits may vary in duration and
4 frequency, as specified by the referral. CONTRACTOR shall:

5 4.3.1 Supervise visits between VISITOR(S) and CLIENT(S), in
6 accordance with the Juvenile Court order(s), CLIENT's case plan, or
7 ADMINISTRATOR's request.

8 4.3.2 Apply techniques to promote positive visits and
9 intervene, when necessary, to protect the best interests of CLIENT(S).

10 4.3.3 Accommodate the ordered visitation schedule as specified
11 by the referral.

12 4.3.4 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 4.3.5 Notify the SSW of the scheduled visit date and time.

21 4.3.6 Oversee the supervised visit and be continuously present
22 for the entire visit.

23 4.3.7 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 4.3.8 Wait for a minimum of twenty (20) minutes for the
27 VISITORS(S) to arrive, before considering the VISITOR(S) a no show.

28 4.3.9 Ensure MVS conduct themselves in a professional manner

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

3 4.3.10 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 4.3.11 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 4.4 Transportation for Monitored and Supervised Visitation

12 CONTRACTOR shall:

13 4.4.1 Provide transportation to CLIENT(S) in accordance with
14 SSW's referral, Juvenile Court order, CLIENT's Juvenile Court-ordered case
15 plan, or ADMINISTRATOR's request.

16 4.4.2 Ensure that every Transportation Specialist carries a
17 valid Class "C" California driver license and agency identification whenever
18 any CLIENT or VISITOR is being transported.

19 4.4.3 Provide two (2) staff members to accompany CLIENT(S)
20 during transportation when requested by ADMINISTRATOR.

21 4.4.4 Make every effort to provide the same Monitored
22 Visitation and Transportation Specialist to the CLIENT(S) throughout the term
23 of the service delivery, for Monitored Visitation.

24 4.4.5 Review the Voluntary Transportation for "Intercounty
25 Monitored/Supervised Visitation" form with the VISITOR(S) and obtain the
26 signature of each VISITOR(S) who accepts transportation services to support
27 Monitored/Supervised Visitation, prior to transporting a VISITOR of a CLIENT.

28 4.4.6 Provide transportation of VISITOR(S) of CLIENT(S) only

1 when one of the VISITOR(S) resides outside of Orange County.

2 4.4.7 Receive approval from RDM prior to transporting
3 VISITOR(S) who reside in Orange County for visits with CLIENT(S) who also
4 reside in Orange County.

5 4.4.8 Transport CLIENT(S) or VISITOR(S) between Orange County
6 and contiguous counties, as requested by SSW, which may include transporting:

7 4.4.8.1 CLIENT(S) or VISITOR(S) from an Orange County
8 location to an out-of-county location.

9 4.4.8.2 CLIENT(S) or VISITOR(S) from an out-of-county
10 location to an Orange County location.

11 4.4.8.3 Monitored visitation of CLIENT(S) between up
12 to three (3) pick-up and drop-off locations within Orange County or between
13 Orange County and a contiguous county. On an exception basis, approval may be
14 granted by ADMINISTRATOR for monitored visitation of CLIENT(S) where four (4)
15 or more locations are needed. Such approval must be requested in writing by
16 CONTRACTOR to ADMINISTRATOR.

17 4.4.8.4 For multiple CLIENTS for supervised
18 visitation to and from a supervised visitation site within Orange County.

19 4.4.8.5 VISITOR(S) or CLIENT(S) from a central
20 transportation location directly to the visitation site and back to the
21 central transportation location, when the visit will be monitored by
22 CONTRACTOR.

23 4.4.8.6 VISITOR(S) or CLIENT(S) to and/or from the
24 visitation site when the SSW designates a monitor other than CONTRACTOR.

25 4.4.9 Within twenty-four (24) hours prior to a visit,
26 CONTRACTOR shall call or text the VISITOR(S) to remind them of the visit, and
27 plan to provide transportation for the visit. CONTRACTOR shall assist in
28 rescheduling the appointment if applicable.

1 4.4.10 Schedule transportation with VISITOR(S) and CLIENTS's
2 caretakers via telephone and notify the SSW within two (2) business days when
3 VISITOR(S) fails to utilize a pre-scheduled transportation arrangement.

4 5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

5 CONTRACTOR shall:

6 5.1 Meet with each VISITOR(S) prior to the first visit to review the
7 intake packet which will include guidelines for successful visits, visitation
8 planning worksheet, information on trauma and appropriate resources, as
9 identified by the CONTRACTOR or requested by the VISITOR(S).

10 5.2 Meet with each VISITOR(S) after the visit to discuss the visit and
11 provide an opportunity for coaching and feedback.

12 5.3 Utilize volunteers to serve as hospitality hosts by welcoming
13 VISITORS to the visitation center.

14 5.4 Conduct annual quality surveys on a regular basis with CLIENT(S)
15 and VISITOR(S) and provide results to ADMINISTRATOR.

16 5.5 Appear and testify at Juvenile Court hearings, when requested by
17 SSA.

18 5.6 Prohibit volunteers and student interns employed under this
19 Agreement from transporting CLIENT(S)/VISITOR(S) under any circumstances.

20 5.7 Advise SSW when there is reasonable suspicion to believe a
21 CLIENT(S)/VISITOR(S) may be abusing drugs and/or alcohol.

22 5.8 Return a referral to RDM when the CONTRACTOR has attempted to
23 reach a caretaker and/or VISITOR for three (3) weeks without any return phone
24 call, email or text message.

25 5.9 Contact the VISITOR by telephone call or text after each no show
26 to confirm the date and time of the next visit.

27 5.10 Attempt to contact the VISITOR by telephone call or text for each
28 subsequent no show to confirm the next visit.

1 5.11 Immediately terminate the case and send a notification to RDM that
2 the case was terminated, upon notification from ADMINISTRATOR or SSW that
3 services are no longer needed.

4 5.12 Extension Request Requirements

5 CONTRACTOR shall:

6 5.12.1 Request and obtain CFS' prior written approval from RDM,
7 for any extension of services beyond the defined service period of twenty-six
8 (26) weeks in a form approved by ADMINISTRATOR. Extensions are only permitted
9 for open CFS cases.

10 5.12.2 Notify SSW at least thirty (30) calendar days in advance
11 of the scheduled service termination date.

12 5.12.3 Understand that continuing services beyond the specified
13 service period without a written approved extension request may be subject to
14 contract termination. CONTRACTOR shall be responsible for documenting and
15 tracking all dates of services, including start and end dates.

16 5.13 No Show Policy

17 CONTRACTOR shall comply with SSA's no show policy which requires
18 the following actions:

19 5.13.1 Unless the VISITOR calls the CONTRACTOR at least twenty
20 fours (24) hours in advance of a scheduled appointment to reschedule a time
21 within seven (7) calendar days, the CLIENT/VISITOR is considered a no show and
22 CONTRACTOR must notify the assigned SSW of the missed appointment (no show),
23 by telephone, immediately, and not later than twenty-four (24) hours.

24 5.13.2 CONTRACTOR shall document the missed appointment (no
25 show) by sending a written no show letter to the VISITOR. If the VISITOR's
26 primary language is other than English, CONTRACTOR shall also send a copy of
27 the English language version of the letter to the SSW. A copy of every no
28 show letter, in both languages, shall also be filed in the CLIENT'S case file.

1 5.13.2.1 CONTRACTOR shall suspend services if the
2 VISITOR(S) accumulates three (3) no shows.

3 5.13.2.2 The SSW worker may reinstate the VISITOR(S)
4 to receive services within ten (10) business days of receipt of the third no
5 show letter. A parent may be reinstated only once during the service period;
6 however, exceptions may be made by the SSW to reinstate the VISITOR(S) a
7 second time, after three (3) no shows for a VISITOR(S) with a court-ordered
8 case plan. In such cases, CONTRACTOR shall schedule the reinstated parent in
9 the next available service slot.

10 5.13.2.3 In the event a VISITOR accumulates more than
11 six (6) no shows in a six (6) month period, the referral will be suspended
12 until the Senior Social Services Supervisor (SSSS) reinstates the VISITOR for
13 services.

14 5.13.2.4 In the event a VISITOR accumulates more than
15 nine (9) no shows in a six (6) month period, the Program Manager of the SSW
16 must approve any further reinstatements.

17 5.13.2.5 Should there be no contact of any kind with a
18 visitor for three (3) consecutive weeks, the referral will be placed on hold
19 and the CONTRACTOR will notify the SSW and RDM that the referral will be
20 closed.

21 5.13.2.6 Based on staff availability, CONTRACTOR shall
22 accommodate a VISITOR's request to reschedule a visit within the same week in
23 order to avoid a no show.

24 5.14 Special Incident Report Requirements

25 5.14.1 In the event of a special incident, CONTRACTOR shall make
26 telephone contact with SSW, SSW's supervisor, or CFS Officer of the Day,
27 Monday through Friday from 8:00 a.m. to 5:00 p.m., no later than three (3)
28 hours after the incident (voicemail is not acceptable). A special incident is

1 any unusual, aggressive, or high-risk behavior by CLIENTS/VISITORS, as
2 directly related to this AGREEMENT, or if there are any injuries suffered by
3 any party in the delivery of services.

4 5.14.2 Should the incident occur after hours or on weekends, the
5 CONTRACTOR shall leave a voice mail message for the SSW, the SSW's supervisor,
6 and notify Orangewood Children and Family Center at (714) 935-7171.

7 5.14.3 If the incident does not meet the criteria specified in
8 Subparagraph 5.14.1, CONTRACTOR shall notify the SSW within three (3) hours.
9 Voicemail is acceptable.

10 5.14.4 CONTRACTOR shall document the incident by completing the
11 Special Incident Report form provided by SSA. CONTRACTOR shall submit the
12 Special Incident Report to SSW, ADMINISTRATOR, and CFS Program Liaison within
13 one (1) business day of the incident, and must place a copy in the CLIENT's
14 case file.

15 5.15 CONTRACTOR shall notify the SSW, SSW's supervisor, or CFS Officer
16 of the Day, by telephone, no later than twenty four (24) hours later, should
17 any of the following occur:

18 5.15.1 Any unmonitored contact (i.e. contact outside of the
19 monitor's eyesight or hearing) between CLIENT(S) and VISITOR(S) that takes
20 place before or after the monitored visit at the visit site.

21 5.15.2 A visit is terminated early due to the CLIENT's refusal
22 to participate, or a VISITOR exhibiting inappropriate behavior.

23 6. CLIENT RECORDS

24 6.1 CONTRACTOR shall maintain CLIENT records that shall include, but
25 not be limited to:

26 6.1.1 Referral from ADMINISTRATOR.

27 6.1.2 Name, address, and phone number of CLIENT(S) and
28 VISITOR(S).

1 6.1.3 Birth date and sex of CLIENT.

2 6.1.4 Relationship of CLIENT(S) and VISITOR(S).

3 6.1.5 Date(s) and type of service.

4 6.1.6 Name of CLIENT's caregiver.

5 6.1.7 Identification of confidential placements to ensure
6 confidentiality is maintained.

7 6.1.8 "Monitored/Supervised Visitation Agreement," if
8 applicable.

9 6.1.9 "Monitored Visitation Summary" or "Supervised Visitation
10 Summary" report(s), if applicable.

11 6.1.10 Supervised Visitation logs of CLIENT(S) and VISITOR(S)
12 for each supervised visit.

13 6.1.11 Copies of no show correspondence which indicates the date
14 the original letter was mailed, if applicable.

15 6.1.12 List of all attempted and completed contacts with SSW,
16 SSW's supervisor, and/ or CFS Officer of the Day which include the date of the
17 contact and brief summary.

18 6.1.13 Case notes reflecting dates of telephone contacts with
19 SSW, CLIENT, or VISITOR(S), if not noted in the "Monitored Visitation
20 Summary," for Monitored Visitation.

21 6.1.14 Case notes reflecting dates of telephone contacts with
22 SSW, CLIENT, or VISITOR(S) for Supervised Visitation.

23 6.2 All client records shall be retained at CONTRACTOR's facility.

24 7. WORKLOAD STANDARDS

25 7.1 CONTRACTOR's workload standards, with respect to this Exhibit
26 A, are as follows:

27 7.1.1 Each hour of direct service shall be counted as one (1)
28 hour of service, per referral, regardless of the number of CLIENTS and/or

1 VISITORS being served.

2 7.1.2 Direct Service hours includes time spent monitoring or
3 supervising visits, transporting CLIENT(S)/VISITOR(S) to visits, travel time
4 to pick up CLIENT(S)/VISITOR(S), and phone calls and electronic communication
5 with CLIENT(S)/VISITOR(S).

6 7.1.3 No show appointments shall not be counted as direct
7 service hours.

8 8. REPORTS

9 In a format approved by ADMINISTRATOR, CONTRACTOR shall prepare and
10 submit to CFS written reports. ADMINISTRATOR may, in its sole discretion, add,
11 delete, waive, or otherwise modify individual reporting requirements, as
12 stated in this Paragraph. Reports shall include, but not be limited to, the
13 following:

14 8.1 Monitored Visitation Summary

15 8.1.1 A written report of each monitored visitation on a form
16 supplied by ADMINISTRATOR, legible and grammatically correct, as would be
17 appropriate for inclusion in a juvenile court report, which shall:

18 8.1.1.1 List date(s) of contact with CLIENT(S) and
19 VISITOR(S).

20 8.1.1.2 Identify each person present for the visit.

21 8.1.1.3 Contain clear, objective, specific observations
22 about the interaction between CLIENT(S) and VISITOR(S), including appropriate
23 behavior, inappropriate behavior, and/or unmonitored contact observed and/or
24 reported, in accordance with Subparagraph 5.15.1 of this Exhibit A. Any visit
25 in which inappropriate behavior or unauthorized contact occurs must be
26 immediately reported the SSW, the SSW's supervisor or Officer of the Day.

27 8.1.1.4 Document appointments the VISITOR(S) fail to
28 keep.

1 8.1.2 Each "Monitored Visitation Summary" report shall be
2 reviewed and signed by CONTRACTOR's supervisory staff and emailed to the SSW
3 within five (5) business days following the visit.

4 8.1.3 The method of submission may be changed by ADMINISTRATOR.

5 8.1.4 CONTRACTOR shall maintain a record of the date the
6 summaries are sent.

7 8.2 Progress Report

8 8.2.1 Completed when requested by ADMINISTRATOR on CLIENT(S)
9 and/or VISITOR(S), that shall be based on a compilation of the Monitored
10 Visitation Summaries defined in Subparagraph 8.1.1 of this Exhibit A, and case
11 notes.

12 8.2.2 Reflects dates of relevant telephone contacts if not
13 noted on the "Monitored Visitation Summary."

14 8.2.3 Factual, objective, specific, and devoid of any personal
15 opinions or recommendations.

16 8.3 Supervised Visitation Summary

17 Summaries of supervised visits on a weekly basis, in a form and
18 with content determined by SSA.

19 8.4 Workload Standards Report

20 By the tenth (10th) calendar day of each month, to include the
21 following information for the preceding month:

22 8.4.1 Number of monitored and supervised visitations conducted
23 and the total number of supervised visitation hours.

24 8.4.2 Number of CLIENTS served with monitored and supervised
25 visits.

26 8.4.3 Number of English-speaking, Spanish-speaking, and
27 Vietnamese-speaking VISITORS.

28 8.4.4 Number of in-office monitored and supervised visits

1 conducted at CONTRACTOR's location.

2 8.4.5 Number of out-of-office monitored and supervised visits
3 conducted.

4 8.4.6 Number of trips provided by CONTRACTOR for monitored and
5 supervised visits.

6 8.4.7 Number of VISITORS utilizing transportation services for
7 monitored and separately, supervised visits.

8 8.4.8 Number of CLIENTS utilizing transportation services for
9 monitored and, separately, supervised visits.

10 8.4.9 Information on the geographic service area of Orange
11 County and contiguous counties involved, and

12 8.4.10 Any additional information regarding the program's
13 progress.

14 8.4.11 Number of hours CLIENT/VISITOR's no shows.

15 8.5 Monthly Activity Report

16 8.5.1 By the tenth (10th) calendar day of each month,
17 CONTRACTOR shall complete and submit to ADMINISTRATOR, a Monthly Activity
18 Report for all active cases, terminated cases, and those on the wait list.

19 8.5.2 Referral report shall be submitted on a format approved
20 by ADMINISTRATOR, which shall include but may not be limited to the following
21 information:

22 8.5.3 Case name and State number.

23 8.5.4 Date referral received.

24 8.5.5 Specify whether referral is for monitored or supervised
25 visitation.

26 8.5.6 Specify whether transportation was required and average
27 miles per visit.

28 8.5.7 Total number of "no shows" with specified date of the

1 most recent "no show".

2 8.5.8 Date services were terminated.

3 9. MEETINGS

4 CONTRACTOR's direct service staff shall attend forums, trainings, and
5 meetings as requested by ADMINISTRATOR, including, but not limited to, Child-
6 Family Team (CFT). Child-Family Team meetings are family-centered, strength-
7 based and collaborative to develop a plan of care in the best interest of the
8 child and familial supports. CONTRACTOR shall attend other service related
9 meetings, as requested by ADMINISTRATOR.

10 UTILIZATION REVIEW

11 9.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least semi-
12 annually to review and evaluate a random selection of CLIENT's case records.
13 The review may include, but is not limited to, an evaluation of the necessity
14 and appropriateness of services provided and length of services. CLIENT
15 cases to be reviewed shall be randomly selected by ADMINISTRATOR and may
16 include both open and closed cases.

17 9.2 ADMINISTRATOR may conduct a Utilization Review (UR) at
18 CONTRACTOR's facility referenced in Paragraph 9.1 of this Exhibit A, with date
19 and time determined at ADMINISTRATOR'S discretion. ADMINISTRATOR may provide
20 oral and/or written feedback regarding UR findings. CONTRACTOR shall comply
21 with the findings of the UR and take correction action accordingly.

22 9.3 In the event CONTRACTOR, ADMINISTRATOR and COUNTY's Children and
23 Family Services staff representatives and/or ADMINISTRATOR's designee are
24 unable to resolve differences of opinion regarding the necessity and
25 appropriateness of services and length of services, the dispute shall be
26 submitted to COUNTY's Director of Children and Family Services for final
27 resolution. Nothing in this Paragraph shall affect COUNTY's termination
28 rights under Paragraph 44 of this Agreement.

10. FACILITIES

10.1 Administrative services under this Agreement shall be provided at:

Olive Crest

2130 E. 4th Street, Ste. 200

Santa Ana, CA 92705

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

10.3 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.

10.4 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.

11. BUDGET FOR MONITORED AND SUPERVISED VISITATION WITH TRANSPORTATION SERVICES

11.1 The annual budget for services provided July 1, 2018 through June 30, 2019, pursuant to Exhibit A of this Agreement is set forth as follows:

<u>SALARIES</u>	<u>FTE⁽¹⁾</u>	<u>Max</u>	<u>Annual</u>
<u>DIRECT SERVICE POSITIONS</u>		<u>Hourly Rate⁽²⁾</u>	<u>Budget</u>
Monitored and Supervised Visitation Specialist	1.00	16.00	\$31,200.00
Transportation Specialist	1.00	15.00	\$29,120.00
Program Supervisor	1.00	23.00	\$45,760.00
Monitored and Supervised Visitation Specialist Eng./Spanish	6.00	17.00	\$199,680.00
Transportation Specialist English/Spanish	2.00	16.00	\$62,400.00
Scheduler/Program Coordinator English/Spanish	1.00	19.50	<u>\$38,480.00</u>
SUBTOTAL DIRECT SERVICE SALARIES			\$406,640.00
DIRECT SERVICE BENEFITS ⁽³⁾ (14.2%)			\$57,387.19
TOTAL DIRECT SALARIES AND BENEFITS			\$464,027.20

1	<u>ADMINISTRATIVE POSITIONS</u>			
2	Program Director	0.075	44.50	\$6,785.52
3	Regional Program Director	0.075	51.50	\$7,875.00
4	Executive Director	0.050	78.00	\$8,008.00
5	Administrative Assistant	0.50	17.00	<u>\$16,640.00</u>
6	SUBTOTAL ADMINISTRATIVE SALARIES			\$39,308.52
7	ADMINISTRATIVE SERVICE			
8	BENEFITS ⁽³⁾ (18.5%)			\$7,272.08
9	SUBTOTAL ADMINISTRATIVE			
10	SALARIES/BENEFITS			<u>\$46,580.60</u>
11	TOTAL ALL SALARIES AND BENEFITS			\$510,607.79
12	<u>SERVICES AND SUPPLIES</u>			
13	Equipment			\$5,000.00
14	Office Expense			\$6,000.00
15	Program Expense			\$5,958.33
16	Telephone			\$7,800.00
17	Training/Travel			\$3,000.00
18	Mileage/Fuel ⁽⁴⁾			\$29,000.00
19	Vehicle Costs			\$18,258.00
20	Furniture			<u>\$3,000.00</u>
21	SUBTOTAL SERVICES AND SUPPLIES			\$78,016.33
22	<u>OPERATING EXPENSES</u>			
23	Facilities/Maintenance Expense			\$25,100.00
24	Utilities			\$5,000.00
25	Insurance			<u>\$3,600.00</u>
26	SUBTOTAL OPERATING EXPENSES			\$33,700.00
27	Indirect Costs ⁽⁵⁾			\$35,675.88
28	In-Kind Donations/Services			\$65,800.00
29	TOTAL SALARIES, BENEFITS, SERVICES			
30	AND SUPPLIES, AND OPERATING EXPENSES			\$723,800.00
31	Less Match ⁽⁶⁾ (at least 10% TOTAL)			(65,800)
32	TOTAL ANNUAL MAXIMUM COUNTY			\$658,000.00

OBLIGATION

11.2 The annual budget for services provided July 1, 2019 through June 30, 2020, pursuant to Exhibit A of this Agreement is set forth as follows:

<u>SALARIES</u>	<u>FTE⁽¹⁾</u>	<u>Max⁽²⁾</u> <u>Hourly Rate</u>	<u>Annual</u> <u>Budget</u>
<u>DIRECT SERVICE POSITIONS</u>			
Monitored and Supervised			
Visitation Specialist	1.00	\$16.48	\$32,136.00
Transportation Specialist	1.00	\$15.45	\$29,993.60
Program Supervisor	1.00	\$23.69	\$47,132.80
Monitored and Supervised			
Visitation			
Specialist Eng./Spanish	6.00	\$17.51	\$205,670.40
Transportation Specialist			
English/Spanish	2.00	\$16.48	\$64,272.00
Scheduler/Program Coordinator			
English/Spanish	1.00	\$20.09	<u>\$39,634.40</u>
SUBTOTAL DIRECT SERVICE SALARIES			\$418,839.20
DIRECT SERVICE BENEFITS ⁽³⁾ (14.2%)			\$59,108.81
TOTAL DIRECT SALARIES AND BENEFITS			\$477,948.01
<u>ADMINISTRATIVE POSITIONS</u>			
Program Director	0.075	45.84	\$6,989.08
Regional Program Director	0.075	53.05	\$8,111.25
Executive Director	0.05	80.35	\$8,248.24
Administrative Assistant	0.50	17.51	<u>\$17,139.20</u>
SUBTOTAL ADMINISTRATIVE SALARIES			\$40,487.77
ADMINISTRATIVE SERVICE			
BENEFITS ⁽³⁾ (18.5%)			\$7,490.24
SUBTOTAL ADMINISTRATIVE			
SALARIES/BENEFITS			<u>\$47,978.01</u>
TOTAL ALL SALARIES AND BENEFITS			\$525,926.02
<u>SERVICES AND SUPPLIES</u>			
Equipment			\$1,000.00
Office Expense			\$6,000.00
Program Expense			\$5,958.33

1	Telephone	\$7,800.00
2	Training/Travel	\$3,000.00
3	Mileage/Fuel ⁽⁴⁾	\$29,000.00
4	Vehicle Costs	\$18,888.00
5	Furniture	<u>\$500.00</u>
6	SUBTOTAL SERVICES AND SUPPLIES	\$72,146.33
7	<u>OPERATING EXPENSES</u>	
8	Facilities/Maintenance Expense	\$14,581.49
9	Utilities	\$5,000.00
10	Insurance	<u>\$3,600.00</u>
11	SUBTOTAL OPERATING EXPENSES	\$23,181.49
12	Indirect Costs ⁽⁵⁾	\$36,746.16
13	In-Kind Donations/Services	\$65,800.00
14	TOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES	\$723,800
15	Less Match ⁽⁵⁾ (at least 10% TOTAL)	(65,800)
16	TOTAL MAXIMUM COUNTY OBLIGATION FOR FY 2019-20	\$658,000

11.3 The annual budget for services provided July 1, 2020 through June 30, 2021, pursuant to Exhibit A of this Agreement is set forth as follows:

<u>SALARIES</u>	<u>FTE⁽¹⁾</u>	<u>Max Hourly Rate</u>	<u>Annual Budget</u>
<u>DIRECT SERVICE POSITIONS</u>			
Monitored and Supervised Visitation Specialist	1.00	\$16.97	\$32,859.06
Transportation Specialist Program Supervisor	1.00	\$15.91	\$30,668.46
Monitored and Supervised Visitation Specialist Eng./Spanish	1.00	\$24.40	\$48,193.29
Transportation Specialist English/Spanish	6.00	\$18.04	\$210,297.98
Scheduler/Program Coordinator English/Spanish	2.00	\$16.97	\$65,718.12
English/Spanish	1.00	\$20.69	<u>\$40,526.17</u>
SUBTOTAL DIRECT SERVICE SALARIES			\$428,263.08
DIRECT SERVICE BENEFITS ⁽³⁾ (14.2%)			\$60,467.50
TOTAL DIRECT SALARIES AND BENEFITS			\$488,730.58

1	<u>ADMINISTRATIVE POSITIONS</u>			
2	Program Director	0.075	47.21	\$7,146.34
3	Regional Programs Director	0.075	54.64	\$8,293.75
4	Executive Director	0.05	82.75	\$8,433.83
5	Administrative Assistant	0.50	18.04	<u>\$17,524.83</u>
6	SUBTOTAL ADMINISTRATIVE SALARIES			\$41,398.75
7	ADMINISTRATIVE SERVICE			
8	BENEFITS ⁽³⁾ (18.5%)			\$7,658.77
9	SUBTOTAL ADMINISTRATIVE			
10	SALARIES/BENEFITS			<u>\$49,057.52</u>
11	TOTAL ALL SALARIES AND BENEFITS			\$537,788.10
12	<u>SERVICES AND SUPPLIES</u>			
13	Equipment			\$0.00
14	Office Expense			\$3,000.00
15	Program Expense			\$2,050.96
16	Telephone			\$7,800.00
17	Training/Travel			\$500.00
18	Mileage/Fuel ⁽⁴⁾			\$29,000.00
19	Vehicle Costs			\$17,488.00
20	Furniture			<u>\$0.00</u>
21	SUBTOTAL SERVICES AND SUPPLIES			\$59,838.96
22	<u>OPERATING EXPENSES</u>			
23	Facilities/Maintenance Expense			\$14,200.00
24	Utilities			\$5,000.00
25	Insurance			<u>\$3,600.00</u>
26	SUBTOTAL OPERATING EXPENSES			\$22,800.00
27	Indirect Costs ⁽⁵⁾			\$37,572.94
28	In-Kind Donations/Services			\$65,800.00
29	TOTAL SALARIES, BENEFITS, SERVICES			
30	AND SUPPLIES, AND OPERATING EXPENSES			\$723,800
31	Less Match ⁽⁵⁾ (at least 10% TOTAL)			(65,800)
32	TOTAL MAXIMUM COUNTY OBLIGATION			
33	FOR FY 2020-21			\$658,000

TOTAL CONTRACT MAXIMUM COUNTY OBLIGATION**\$1,974,000.00**

(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; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the current prevailing rates; and vacation accrual limited to the amount of vacation time earned during the fiscal year in which such expense is claimed. The overall benefit rate shall not exceed the actuary salary expense claimed. The overall benefit rate shall not exceed 14.2% for direct service staff and 18.5% for administrative staff of the actual salary expense claimed.

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

(5) Indirect costs include administrative costs not directly charged to the program, including accounting, payroll, Information Technology, marketing, management, administrative support, and Human Resources.⁽⁶⁾The match includes in-kind donations to meet a need directly relevant to monitored and supervised visitation with transportation services. In-kind donations provided to meet other needs are not allowable under this budget line item.

11.4 Expense for extra pay, including, but not limited to, overtime, stipends, bonuses, staff incentives, severance pay, etc., will not be eligible for reimbursement under this Agreement unless authorized in writing by the

1 ADMINISTRATOR. Such authorization shall be considered as an exception and may
2 be approved, on a case-by-case basis, at the sole discretion of ADMINISTRATOR.

3 11.5 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
4 notice, to add, delete, or modify line items and/or amounts and/or the number
5 and type of FTE positions without changing COUNTY's maximum obligation, as
6 stated in Subparagraph 19.1 of this Agreement or reducing the level of service
7 to be provided by CONTRACTOR.

8 11.6 In the event that the annual budget referenced in Subparagraph
9 11.1 of Exhibit A is modified, the modified budget shall remain in effect for
10 the remainder of the contract term, unless superseded by subsequent budget
11 modification(s) that have been approved in writing by ADMINISTRATOR. The
12 annual budget beginning on July 1st of each fiscal year shall be identical to
13 the most recently modified annual budget. Under no circumstances shall funds
14 unspent in one fiscal year carry over to another fiscal year.

15 11.7 Further, in accordance with Subparagraph 44.4 of this Agreement,
16 in the event ADMINISTRATOR reduces the maximum obligation as stated in
17 Subparagraph 19.1, CONTRACTOR and ADMINISTRATOR may mutually agree, in
18 writing, to proportionately reduce the service goals as set forth in this
19 Exhibit A.

20 12. STAFF

21 CONTRACTOR's direct service staff shall be:

22 12.1 Fluent in and possess the ability to prepare written reports in
23 English.

24 12.2 Complete Department of Motor Vehicles background check.

25 12.3 When applicable, proficient in the ability to speak and write in
26 the specified second language (Spanish or Vietnamese).

27 12.4 Requirement for Bilingual Staff Positions

28 CONTRACTOR shall provide:

1 12.4.1 Staff proficient in the ability to speak and write in the
2 specified second language (Spanish or Vietnamese).

3 12.4.2 A minimum seventy-five percent (75%) of direct service
4 staff to be proficient in Spanish.

5 12.4.3 Direct service staff proficient in Vietnamese, as
6 necessary, to serve the needs of Vietnamese speaking CLIENTS.

7 12.5 Proof of education and experience may be required. Any exceptions
8 to minimum qualifications shall require pre-approval in writing from the
9 ADMINISTRATOR.

10 12.6 Only qualified staff employed by CONTRACTOR meeting the following
11 criteria will be authorized to transport SSA CLIENTS/VISITORS. CONTRACTOR's
12 staff must have a valid Class "C" California driver license with no serious
13 traffic violations and must carry proof of current automobile insurance, which
14 can be verified by a clearance from the DMV.

15 12.7 CONTRACTOR's staff that transport children will be trained and
16 comply with the National Highway Traffic Safety Administration (NHTSA) child
17 safety seat laws and obey posted traffic laws.

18 12.8 CONTRACTOR shall provide the following described staff positions:

19 12.8.1 Program Supervisor

20 12.8.1.1 Oversee daily operation of the Monitored and
21 Supervised Visitation with Transportation Services program.

22 12.8.1.2 Recruits, hires, trains, and supervises all
23 direct service staff and scheduler.

24 12.8.1.3 Ensures visitations are scheduled in a timely
25 manner, appropriate staff is assigned to CLIENTS and VISITORS, and
26 communication remains open among CONTRACTOR staff, ADMINISTRATOR, CLIENTS,
27 VISITORS and caregivers.

28 12.8.1.4 Reviews and approves in writing, all

1 "Monitored Visitation Summary", pursuant to Subparagraph 8.1 of this Exhibit
2 A.

3 12.8.1.5 Ensure program meets all contractual
4 compliance requirements, guidelines, outcomes, goals, and objectives.

5 12.8.1.6 One (1) hour of individual supervision per
6 week to Monitored Visitation Specialist and two (2) hours of group supervision
7 per month.

8 12.8.1.7 Two (2) hours of individual supervision per
9 month to Transportation Specialist and one (1) hour of group supervision per
10 month.

11 Minimum Qualifications

12 12.8.1.8 Bachelor's degree in psychology, sociology,
13 social work, or a related field.

14 12.8.1.9 Minimum two (2) years of experience
15 providing direct services in the human services field.

16 12.8.1.10 Experience working with children,
17 adolescents, and families.

18 12.8.1.11 Prior supervisory experience in
19 administration and human services or related field.

20 12.8.1.12 Experience in the dynamics of abuse and
21 neglect, and family systems.

22 12.8.1.13 An understanding of cultural dynamics
23 regarding service population.

24 12.8.1.14 Knowledge of and skills in assessment and
25 intervention.

26 12.8.1.15 Understanding of Child Abuse and Mandatory
27 Reporting laws.

28 12.8.1.16 Knowledge of resources in the community and

1 ability to collaborate with other agencies.

2 12.8.2 Monitored Visitation Specialist

3 Duties:

4 12.8.2.1 Oversee monitored and supervised visitations,
5 pursuant to Subparagraphs 4.2 and 4.3 of this Exhibit A.

6 12.8.2.2 Transport clients to and from visits,
7 pursuant to Subparagraph 4.4 of this Exhibit A.

8 12.8.2.3 Complete "Monitored Visitation Summary" for
9 each visit, pursuant to Subparagraph 8.1 of this Exhibit A.

10 12.8.2.4 Provide notification of terminated visits, in
11 accordance with Subparagraph 4.2.9 of this Exhibit A.

12 12.8.2.5 Manage visitation scheduling and reporting of
13 VISITORS who fail to attend a scheduled visitation, in accordance to
14 Subparagraph 5.13 of this Exhibit A.

15 12.8.2.6 Ensure visitation setting is appropriate and
16 provides for CLIENT's safety.

17 12.8.2.7 Ensure CLIENT and VISITOR adhere to all court
18 ordered rules regarding physical contact and subject matter while maintaining
19 the family's dignity.

20 12.8.2.8 Ensure CLIENT(S) and VISITOR(S) remain
21 continuously within sight and hearing distance during the entire monitored
22 visit, pursuant to Subparagraphs 4.2.7 and 4.2.12 of this Exhibit A.

23 12.8.2.9 Review CLIENT's records and previous
24 visitation summaries for any safety alerts regarding the CLIENT or the
25 VISITOR, such as aggressive behaviors, restraining orders, domestic violence,
26 or serious medical alerts such as seizures.

27 12.8.2.10 Be familiar with CONTRACTOR's protocols for
28 addressing these safety alerts in case of an emergency.

1 12.8.2.11 Document observations from each visit,
2 including no shows, pursuant to Subparagraph 4.2.20 of this Exhibit A, and
3 submit to Program Supervisor for review and signature.

4 12.8.2.12 Maintain monthly telephonic contact with SSW
5 to advise of status and concerns about each visit.

6 12.8.2.13 Remain aware and alert during visits that can
7 last up to six (6) hours.

8 12.8.2.14 Recognize symptoms of problem behavior and
9 conditions of adults and children indicative of inappropriate interactions
10 between them, and intervene appropriately. Identify when and how to terminate
11 a monitored visitation.

12 12.8.2.15 Devise and implement action plans in the
13 event of an emergency.

14 12.8.2.16 Work effectively with others under stressful
15 conditions.

16 12.8.2.17 Drive long distances.

17 Minimum Qualifications:

18 12.8.2.18 Bachelor's degree in psychology, social work,
19 human behavior or a related field, and six (6) months of experience working
20 with children and families in a social service setting; or

21 12.8.2.19 Associate of Arts degree in human behavior,
22 and two (2) years of experience working with children and families in a social
23 service setting.

24 12.8.2.20 An understanding of the juvenile dependency
25 court system and the dynamics of child abuse.

26 12.8.2.21 Remain aware and alert during visits that can
27 last up to six (6) hours.

28 12.8.2.22 Recognize symptoms of problem behavior and

1 conditions of adults and children indicative of inappropriate interactions
2 between them, and intervene appropriately. Identify when and how to terminate
3 a monitored visitation.

4 12.8.2.23 Devise and implement action plans in the
5 event of an emergency.

6 12.8.2.24 Work effectively with others under stressful
7 conditions.

8 12.8.2.25 Drive long distances.

9 12.8.3 Transportation Specialist

10 Duties:

11 12.8.3.1 Transport VISITOR(S) and CLIENT(S) to and
12 from visitation sites, including out-of-county sites.

13 12.8.3.2 Manage visitation scheduling and report to
14 the SSW if a CLIENT or VISITOR fails to utilize pre-scheduled transportation
15 arrangements, in accordance to Subparagraph 4.4.10 of this Exhibit A.

16 12.8.3.3 Record dates, times, mileage of visits, and
17 problems occurring during the transport.

18 12.8.3.4 Report problems occurring during the
19 transport to Program Supervisor the same day. Shall not be authorized to
20 monitor visits.

21 Minimum Qualifications:

22 12.8.3.5 High school diploma or equivalency.

23 12.8.3.6 Minimum twenty-one (21) years of age.

24 12.8.3.7 Minimum eight (8) hours of training in
25 topics, including dependency and financial services specific to service
26 population prior to working with CLIENTS.

27 12.8.3.8 Demonstrate understanding of families in
28 crisis and desire to help others.

1 12.8.3.9 Must successfully complete, in addition to
2 the driver safety program referenced in Subparagraph 12.7 of this Exhibit A, a
3 refresher course every year thereafter during the term of this Agreement.

4 12.8.3.10 Minimum twenty-one (21) years of age.

5 12.8.3.11 Minimum eight (8) hours of training in
6 topics, including dependency and financial services specific to service
7 population prior to working with CLIENTS.

8 12.8.3.12 Demonstrate understanding of families in
9 crisis and desire to help others.

10 12.8.4 Scheduler/Program Coordinator

11 Duties:

12 12.8.4.1 Ensure that visits are schedule in a timely
13 manner and that appropriate staff are assigned to CLIENT(S).

14 12.8.4.2 Calls/texts to CLIENTS/VISITORS to remind
15 them of visits.

16 12.8.4.3 Compiles and sends report to SSA.

17 12.8.4.4 Ensures contract compliance for referrals.

18 12.8.4.5 Monitors adherence to contract timelines.

19 12.8.4.6 Ensure ADMINISTRATOR is notified in writing
20 of all scheduled visits, transports, and no shows.

21 12.8.4.7 Contact referring SSW for additional
22 information when needed.

23 12.8.4.8 Provides written summaries of visits to
24 ADMINISTRATOR, within in the guidelines specified.

25 12.8.4.9 Notify SSW when services have been terminated
26 due to no shows or when services expiring when an extension was not received
27 by CONTRACTOR.

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Minimum Qualifications:

12.8.4.10 Bachelor's degree.

12.8.4.11 Minimum of two (2) years of experience working in human services, administration or related program.

12.8.4.12 Current Cardiopulmonary Resuscitation (CPR)/First Aid basic certification.

12.8.4.13 Bilingual in English and Spanish.

12.8.5 Program Director

Duties:

12.8.5.1 Responsible for providing program direction and leadership.

12.8.5.2 Oversees program implementation.

12.8.5.3 Monitors program compliance, budget, and evaluation.

Minimum Qualifications:

12.8.5.4 Master's degree in psychology, sociology, social work, education or a related field.

12.8.5.5 Minimum three (3) years of experience administrating human services and/or social services programs.

12.8.6 Regional Program Director

Duties:

12.8.6.1 Provides direct contract oversight and leadership.

12.8.6.2 Oversees planning, implementation and coordination of program policies and procedures.

12.8.6.3 Responsible for budgeting and fiscal performance.

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Minimum Qualifications:

12.8.6.4 Master's degree in psychology, sociology, social work, education or a related field.

12.8.6.5 Experience administrating human services and/or social services programs.

12.8.7 Executive Director

Duties:

12.8.7.1 Leads program and resource development agency-wide.

12.8.7.2 Develops and maintains relationships with community partners and Board of Trustees.

12.8.7.3 Leads community involvement activities and fund development.

12.8.7.4 Ensures unified resources and standardized best practices are consistent with mission, vision, values, and policies of organization.

Minimum Qualifications:

12.8.7.5 Master's degree in psychology, sociology, social work, education, or a related field.

12.8.7.6 Licensure in Marriage and Family Therapy (MFT) or Licensed Clinical Social Worker (LCSW) preferred.

12.8.7.7 Minimum of five (5) years experience administrating human and social services programs.

12.8.8 Administrative Assistant

Duties:

12.8.8.1 Assist the Program Supervisor and Scheduler/Program Coordinator with communication and filing.

12.8.8.2 Ensures cleanliness of visitation center and

1 equipment and toys are in working order.

2 12.8.8.3 Provides backup scheduling and communications
3 when Scheduler/Program Coordinator is out of the office.

4 Minimum Qualifications:

5 12.8.8.4 Associates of Arts degree.

6 12.8.8.5 Minimum of two (2) years experience in human
7 services or administration.

8 12.8.8.6 Current CPR and First Aid basic
9 certification.

10 12.9 Staff Training

11 12.9.1 CONTRACTOR shall require staff, at minimum, an initial
12 training course on child abuse and/or the effects of trauma on children, and a
13 training course on spousal/partner abuse/domestic violence issues which must
14 be completed within six (6) months of hiring date for the following staff:
15 Program Supervisor, Monitored Visitation Specialist, and Transportation
16 Specialist. In addition, the identified staff must complete an annual
17 refresher course on topics that discuss child abuse or domestic violence or
18 trauma to children.

19 12.9.2 Contractor shall be required to send staff to County
20 sponsored training, as requested by SSA.

21 12.9.3 MVS and Transportation Specialist staff shall have
22 current CPR and First Aid Basic certification.

23 12.9.4 SSA reserves the right to approve training topics
24 eligible for reimbursement under this Agreement.

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