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AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND

~~NEW ALTERNATIVES, INC.~~

OLIVE CREST

FOR THE PROVISION OF CHILD ABUSE PREVENTION AND INTERVENTION  
SERVICES

This AGREEMENT, entered into this 1st day of July ~~2017~~2018, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and ~~NEW ALTERNATIVES, INC.~~ OLIVE CREST, a California non-profit corporation, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

W I T N E S S E T H:

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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TABLE OF CONTENTS

1.	TERM	4
2.	ALTERATION OF TERMS	4
3.	STATUS OF CONTRACTOR	4
4.	DESCRIPTION OF SERVICES AND STAFFING	5
5.	LICENSES AND STANDARDS	5
6.	DELEGATION AND ASSIGNMENT/SUBCONTRACTS	6
7.	FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE	8
8.	NON-DISCRIMINATION	11
9.	NOTICES	14
10.	NOTICE OF DELAYS	15
11.	INDEMNIFICATION	15
12.	INSURANCE	15
13.	NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS	20
14.	CONFLICT OF INTEREST	21
15.	ANTI-PROSELYTISM PROVISION	22
16.	SUPPLANTING GOVERNMENT FUNDS	22
17.	EQUIPMENT	22
18.	BREACH SANCTIONS	24
19.	PAYMENTS	24
20.	OVERPAYMENTS	26
21.	OUTSTANDING DEBT	27
22.	REVENUE	27
23.	FINAL REPORT	28
24.	INDEPENDENT AUDIT	28
25.	RECORDS, INSPECTIONS, AND AUDITS	29
26.	PERSONNEL DISCLOSURE	31
27.	EMPLOYMENT ELIGIBILITY VERIFICATION	34
28.	ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS	35
29.	CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING	36
30.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	37
31.	SMOKE FREE ENVIRONMENT	37
32.	UNATTENDED CHILD IN MOTOR VEHICLE ACT	37
	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.	37
33.	CONFIDENTIALITY	37
34.	SECURITY	39
35.	COPYRIGHT ACCESS	41
36.	WAIVER	42
37.	PETTY CASH	42
38.	PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA	42
39.	REPORTS	44
40.	ENERGY EFFICIENCY STANDARDS	44
41.	ENVIRONMENTAL PROTECTION STANDARDS	44
42.	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	45
43.	POLITICAL ACTIVITY	47

44.	TERMINATION PROVISIONS .....	47
45.	GOVERNING LAW AND VENUE .....	48
46.	SIGNATURE IN COUNTERPARTS .....	49

Exhibit A

1.	POPULATION TO BE SERVED .....	1
2.	GOALS/OUTCOMES .....	2
3.	HOURS OF OPERATION .....	2
4.	SERVICES .....	3
5.	ADDITIONAL CONTRACTOR RESPONSIBILITIES .....	13
6.	CLIENT RECORDS .....	17
7.	WORKLOAD STANDARDS .....	19
8.	REPORTS .....	19
9.	MEETINGS .....	23
10.	FACILITIES .....	24
11.	BUDGET FOR MONITORED AND SUPERVISED VISITATION WITH TRANSPORTATION SERVICES .....	24
12.	STAFF .....	31

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1. TERM

The term of this Agreement shall commence on July 1, ~~2017~~2018, and terminate on June 30, ~~2018~~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, ~~by the parties, their officers, agents or employees,~~ are valid or binding unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

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.

1           3.2 CONTRACTOR, its agents, and employees ~~and volunteers~~ shall not be  
2 entitled to any rights and/or privileges of COUNTY employees, and shall not be  
3 considered in any manner to be COUNTY employees.

4           4.     DESCRIPTION OF SERVICES AND STAFFING

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

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

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

22           5.     LICENSES AND STANDARDS

23           5.1 CONTRACTOR warrants that it has all necessary licenses and permits  
24 required by the laws of the United States, State of California (hereinafter  
25 referred to as "State"), County of Orange, and all other appropriate  
26 governmental agencies to perform the services described in this Agreement, and  
27 agrees to maintain these licenses and permits in effect for the duration of  
28 this Agreement. Further, CONTRACTOR warrants that its employees shall conduct

1 themselves in compliance with such laws and licensure requirements, including,  
2 without limitation, compliance with laws applicable to sexual harassment and  
3 ethical behavior.

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

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

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

## 22 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

### 23 6.1 Delegation and Assignment

24 In the performance of this Agreement, CONTRACTOR may neither  
25 delegate its duties or obligations nor assign its rights, either in whole or  
26 in part, without the prior written consent of COUNTY. Any attempted  
27 delegation or assignment without prior written consent shall be void. The  
28 transfer of assets in excess of ten percent (10%) of the total assets of

1 CONTRACTOR, or any change in the corporate structure, the governing body, or  
2 the management of CONTRACTOR, which occurs as a result of such transfer, shall  
3 be deemed an assignment of benefits under the terms of this Agreement  
4 requiring COUNTY approval.

5 6.2 Subcontracts

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

13 6.2.1 Subcontracts of \$50,000 or less

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

22 6.2.2 Subcontracts in excess of \$50,000

23 CONTRACTOR shall develop and submit for approval to  
24 ADMINISTRATOR a system for the procurement of subcontracts with any  
25 organization in which the total cumulative cost of services provided by any  
26 single organization is anticipated to exceed fifty thousand dollars (\$50,000)  
27 during the term of this Agreement. CONTRACTOR's proposed procurement system  
28 shall take into consideration such factors as: degree of price competition;

1 pricing policies and techniques; experience and quality of service; methods of  
2 evaluating subcontractor responsibility; relationship of subcontractor to  
3 CONTRACTOR; and planning, award, and post-award management of subcontracts,  
4 including internal audit procedures and monitoring of subcontractor's  
5 performance until completion of services.

6           Upon ADMINISTRATOR's approval of CONTRACTOR's proposed  
7 procurement system, CONTRACTOR shall comply with such procurement system in  
8 obtaining subcontracts with a total cost in excess of fifty thousand dollars  
9 (\$50,000) during the term of this Agreement. In addition, CONTRACTOR shall  
10 obtain ADMINISTRATOR's written consent prior to entering into a subcontract  
11 with any organization when the total cumulative cost of services to be  
12 provided by that organization is anticipated to exceed fifty thousand dollars  
13 (\$50,000) during the term of this Agreement.

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

20       7.    FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

21           7.1   Form of Business Organization

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

26               7.1.1   The form of CONTRACTOR's business organization, i.e.,  
27 proprietorship, partnership, corporation, etc.

28               7.1.2   A detailed statement indicating the relationship of



1 CONTRACTOR, by way of ownership or otherwise, to any parent organization or  
2 individual.

3 7.1.3 A detailed statement indicating the relationship of  
4 CONTRACTOR to any subsidiary business organization or to any individual who  
5 may be providing services, supplies, material, or equipment to CONTRACTOR or  
6 in any manner does business with CONTRACTOR under this Agreement.

7 7.2 Change in Form of Business Organization

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

15 ~~7.3 Real Property Disclosure:~~

16 ~~If CONTRACTOR is occupying any real property under any agreement,~~  
17 ~~oral or written, where persons are to receive services hereunder, CONTRACTOR~~  
18 ~~shall submit the following information in addition to a copy of the lease,~~  
19 ~~license or rental agreement, as well as any other information requested, prior~~  
20 ~~to the provision of services under this Agreement:~~

21 ~~7.3.1 The location by street address and city of any such real~~  
22 ~~property.~~

23 ~~7.3.2 The fair market value of any such real property as such~~  
24 ~~value is reflected on the most recently issued County Tax Collector's tax~~  
25 ~~bill.~~

26 ~~7.3.3 A detailed description of all existing and pending~~  
27 ~~agreements, with respect to the use or occupation of any such real property.~~  
28 ~~Such description shall include, but not be limited to:~~

1 ~~7.3.3.1 The term duration of any rental, lease or~~  
2 ~~license agreement;~~

3 ~~7.3.3.2 The amount of monetary consideration to be~~  
4 ~~paid to the lessor or licensor over the term of the rental, lease or license~~  
5 ~~agreement;~~

6 ~~7.3.3.3 The type and dollar value of any other~~  
7 ~~consideration to be paid to the lessor or licensor; and~~

8 ~~7.3.3.4 The full names and addresses of all parties~~  
9 ~~to any agreement concerning the real property and a listing of liens (if any)~~  
10 ~~thereof, together with a listing by full names and addresses of all officers,~~  
11 ~~directors and stockholders of any private corporation, and a similar listing~~  
12 ~~of all general and limited partners of any partnership which is a party.~~

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

28 ~~7.3.5 True and correct copies of all agreements with respect to~~

~~any such real property shall be appended to the documentation described above and made a part thereof. If, during the term of this Agreement, there is a change in the agreement(s) with respect to real property where persons receive services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, describing such changes.~~

8. NON-DISCRIMINATION

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

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

~~8.38.2~~ 8.38.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph 1.1 et seq.

8.3 Non-Discrimination in Employment

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

8.3.2 All solicitations or advertisements for employees placed

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

10 8.3.3 CONTRACTOR shall refer any and all employees desirous of  
11 filing a formal discrimination complaint to:

12 California Department of Social Services

13 Public Inquiry and Response Bureau

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

15 Sacramento, CA 95814

16 Telephone: (800) 952-5253

17 (800) 952-8349 (For the hard of hearing)

18 8.4 Non-Discrimination in Service Delivery

19 8.4.1 CONTRACTOR shall comply with Titles VI and VII of the  
20 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of  
21 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food  
22 Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II  
23 of the Americans with Disabilities Act of 1990, as amended; California Civil  
24 Code Section 51 et seq., as amended; California Government Code (CGC) Sections  
25 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC  
26 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-  
27 98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8);  
28 Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996;

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

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

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

18 8.4.2.2 Discrimination Complaint Form

19 8.4.2.3 Civil Rights Contacts:

20 County Civil Rights Contact:

21 Orange County Social Services Agency

22 Program Integrity

23 Attn: Civil Rights Coordinator

24 P.O. Box 22001

25 Santa Ana, CA 92702-2001

26 Telephone: (714) 438-8877

27 State Civil Rights Contact:

28 California Department of Social Services

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

9. NOTICES

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

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

CONTRACTOR: ~~New Alternatives, Inc.~~Olive Crest

~~Administrative Office~~  
~~3589 Fourth Avenue~~  
~~San Diego, CA 92103~~  
~~And~~  
~~New Alternatives, Inc.~~  
~~Orange County Service Office~~  
~~1202 West Civic Center Drive~~ 2130 E. 4<sup>th</sup>  
Street, Suite 205200  
Santa Ana, CA ~~92703~~ 92705

9.2 All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and

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

6 10. NOTICE OF DELAYS

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

12 11. INDEMNIFICATION

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

26 12. INSURANCE

27 12.1 Prior to the provision of services under this Agreement,  
28 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense

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

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

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

27 12.3.1 In addition to the duty to indemnify and hold COUNTY  
28 harmless against any and all liability, claim, demand or suit resulting from



1 CONTRACTOR's, its ~~agents~~agent's, employee's or subcontractor's performance of  
2 this Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense  
3 with counsel approved by Board of Supervisors against same; and

4 12.3.2 CONTRACTOR's duty to defend, as ~~state~~stated above, shall  
5 be absolute and irrespective of any duty to indemnify or hold harmless; and

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

10 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for  
11 the full term of this Agreement, COUNTY may terminate this Agreement.

12 12.5 Qualified Insurer

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

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

23 12.7 The policy or policies of insurance maintained by CONTRACTOR shall  
24 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

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

#### 14 12.8 Required Coverage Forms

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

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

#### 21 12.9 Required Endorsements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 13. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

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

3 13.1 Any accident or incident relating to services performed under this  
4 Agreement that involves injury or property damage which may result in the  
5 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. ~~Such report~~  
6 ~~shall be made in writing within twenty four (24) hours of occurrence.~~

7 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising  
8 from or relating to services performed by CONTRACTOR under this Agreement.  
9 ~~Such report shall be submitted to COUNTY within twenty four (24) hours of~~  
10 ~~occurrence.~~

11 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY  
12 property. ~~Such report shall be submitted to COUNTY within twenty four (24)~~  
13 ~~hours of occurrence.~~

14 13.4 Any loss, disappearance, destruction, misuse or theft of any kind  
15 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR  
16 under the term of this Agreement. ~~Such report shall be submitted to COUNTY~~  
17 ~~within twenty four (24) hours of occurrence.~~

18 14. CONFLICT OF INTEREST

19 The CONTRACTOR shall exercise reasonable care and diligence to prevent  
20 any actions or conditions that could result in a conflict with the best  
21 interests of COUNTY. This obligation shall apply to CONTRACTOR~~and~~,  
22 CONTRACTOR's employees, ~~volunteers,~~ agents, ~~relatives,~~ and subcontractors ~~and~~  
23 ~~third parties~~ associated with accomplishing ~~the~~ work and services hereunder.  
24 The CONTRACTOR's efforts shall include, but not be limited to establishing  
25 precautions to prevent its employees~~or~~, agents, and subcontractors from  
26 ~~making, receiving,~~ providing or offering gifts, entertainment, payments,  
27 loans, or other considerations which could be deemed to influence or appear to  
28

1 influence ~~individuals to act contrary to~~COUNTY staff or elected officers from  
2 acting in the best interests of COUNTY.

3 15. ANTI-PROSELYTISM PROVISION

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

8 16. SUPPLANTING GOVERNMENT FUNDS

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

18 17. EQUIPMENT

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

28 CONTRACTOR further agrees to the following:

1           17.1.1 To maintain all items of Capital Equipment in good  
2 working order and condition, normal wear and tear excepted.

3           17.1.2 To label all items of Capital Equipment, do periodic  
4 inventories as required by ADMINISTRATOR, and to maintain an inventory list  
5 showing where and how the Capital Equipment is being used, in accordance with  
6 procedures developed by ADMINISTRATOR. All such lists shall be submitted to  
7 ADMINISTRATOR within ten (10) days of any request therefore.

8           17.1.3 To report in writing to ADMINISTRATOR immediately after  
9 discovery, the loss or theft of any items of Capital Equipment. For stolen  
10 items, the local law enforcement agency must be contacted and a copy of the  
11 police report submitted to ADMINISTRATOR.

12           17.1.4 To purchase a policy or policies of insurance covering  
13 loss or damage to any and all Capital Equipment purchased under this  
14 Agreement, in the amount of the full replacement value thereof, providing  
15 protection against the classification of fire, extended coverage, vandalism,  
16 malicious mischief, and special extended perils (all risks) covering the  
17 parties' interests as they appear.

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

25           17.3 Personal Computer Equipment

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

18. BREACH SANCTIONS

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

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

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

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

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

19. PAYMENTS

19.1 Maximum Contractual Obligation

The maximum obligation of COUNTY under this Agreement shall ~~be~~ ~~\$820,602~~ not exceed the amount of \$1,974,000, or actual allowable costs, whichever is less.

The annual amount for each twelve (12) month period is as follows:

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

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

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

Allowable Costs

During the term of this Agreement, COUNTY shall pay CONTRACTOR



1 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR  
2 pursuant to this Agreement, as defined in Title 2 CFR Part ~~230~~200, or as  
3 approved by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay  
4 CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR  
5 for June ~~2018~~2019, 2020, and 2021, during the month of such anticipated  
6 expenditure.

### 7 19.2 Match

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

### 17 19.3 Claims

18 19.3.1 CONTRACTOR shall submit monthly claims to be received by  
19 ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for  
20 expenses incurred in the preceding month. In the event the twentieth (20<sup>th</sup>)  
21 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the  
22 claim the next business day. COUNTY holidays include New Year's Day, Martin  
23 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,  
24 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,  
25 Friday after Thanksgiving Day, and Christmas Day.

26 19.3.2 All claims must be submitted on a form approved by  
27 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting  
28 source documents with the monthly claim, including, inter alia, a monthly

1 statement of services, general ledgers, supporting journals, time sheets,  
2 invoices, canceled checks, receipts, and receiving records, some of which may  
3 be required to be copied. Source documents that CONTRACTOR must submit shall  
4 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR  
5 shall retain all financial records in accordance with Paragraph 25—(~~Records,~~  
6 ~~Inspections, and Audits~~) of this Agreement.

7 19.3.3 Payments should be released by COUNTY within a reasonable  
8 time period of approximately thirty (30) days after receipt of a correctly  
9 completed claim form and required supporting documentation.

10 19.3.4 Year End and Final Claims

11 19.3.4.1 CONTRACTOR shall submit a final claim for  
12 each COUNTY fiscal year, July 1 through June 30, covered under the term of  
13 this Agreement, as stated in Paragraph 1, by no later than August ~~30,~~  
14 ~~2018.~~30<sup>th</sup> of each corresponding COUNTY fiscal year. Claims received after  
15 August 30<sup>th</sup> of each corresponding COUNTY fiscal year may, at ADMINISTRATOR's  
16 sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon  
17 which the final claim per each COUNTY fiscal year must be received, upon  
18 written notice to CONTRACTOR.

19 19.3.4.2 The basis for final settlement shall be the  
20 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part ~~230~~200,  
21 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,  
22 to the maximum obligation of COUNTY. In the event that any overpayment has  
23 been made, COUNTY may offset the amount of the overpayment against the final  
24 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall  
25 pay COUNTY all such sums within five (5) business days of notice from COUNTY.  
26 Nothing herein shall be construed as limiting the remedies of COUNTY in the  
27 event an overpayment has been made.

28 20. OVERPAYMENTS

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

14 21. OUTSTANDING DEBT

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

18 22. REVENUE

19 22.1 Whenever CONTRACTOR receives any money specifically designated for  
20 use in programs funded through this Agreement, excluding any funds specified  
21 as a CONTRACTOR match under this Agreement, such monies shall be considered to  
22 be a cost off-set and treated as a reduction against the amount claimed by  
23 CONTRACTOR.

24 22.2 CONTRACTOR is not required to apply grants or gifts which are  
25 unrestricted in use to any cost or expense of CONTRACTOR in which COUNTY  
26 participates.

27 22.3 CONTRACTOR may establish and utilize a sliding fee schedule,  
28 approved by ADMINISTRATOR, to determine client fees for services provided.

1 However, CONTRACTOR shall not refuse services to clients referred by  
2 ADMINISTRATOR because of inability or unwillingness to pay said fees.

3 22.4 CONTRACTOR shall make every reasonable effort to collect all  
4 available third party reimbursement for which client may be eligible. Public  
5 and private insurance carriers shall be billed on the basis of CONTRACTOR's  
6 customary charges, if applicable.

7 22.5 Fees and revenues received by CONTRACTOR from or on behalf of  
8 clients, including from public or private insurance carriers, shall be  
9 deducted from any billings to COUNTY and shall reduce any obligation of COUNTY  
10 under this Agreement.

11 ~~22-23~~. FINAL REPORT

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

18 ~~23-24~~. INDEPENDENT AUDIT

19 ~~23-1~~24.1 CONTRACTOR shall employ a licensed certified public  
20 accountant who shall prepare and file with ADMINISTRATOR an annual  
21 organization-wide audit of related expenditures during the term of this  
22 Agreement in compliance with the 31 USC 7501 - 7507, as well as its  
23 implementing regulations under 2 CFR Part 200, Uniform Administrative  
24 Requirements, Cost ~~Principals, Principles~~ and Audit ~~Regulations~~ Requirements for  
25 Federal Awards. If CONTRACTOR is not subject to the aforementioned  
26 regulations for any year covered during the term of this Agreement, CONTRACTOR  
27 shall provide ADMINISTRATOR an Independent Auditor's Report of CONTRACTOR's  
28 financial statements. The audit must be performed in accordance with

generally accepted government auditing standards ~~and Title 2 CFR Part 230.~~  
 CONTRACTOR shall cooperate with COUNTY, State, and/or ~~Federal~~federal agencies  
 to ensure that corrective action is taken within six (6) months after issuance  
 of all audit reports with regard to audit exceptions.

~~23.224.2~~ 24.2 It is mutually understood that CONTRACTOR's ~~organization-~~  
~~wide audit~~ yearly fiscal cycle covers ~~January~~July 1 through ~~December~~June 30.  
 CONTRACTOR ~~agrees to~~shall provide ADMINISTRATOR ~~with a copy~~copies of ~~its~~  
 organization-wide ~~audit~~audits for ~~each of the period January 1, 2017 through~~  
~~December 31, 2017, by March 1, 2018.~~ fiscal cycles corresponding with the term  
 of this Agreement. CONTRACTOR shall provide each audit within fourteen (14)  
 calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to comply with  
 this Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment  
 under this or any subsequent Agreement with CONTRACTOR until such time as the  
 required audit ~~is(s)~~ are provided to ADMINISTRATOR. ADMINISTRATOR may modify  
 CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

#### ~~24.25.~~ RECORDS, INSPECTIONS, AND AUDITS

##### ~~24.1~~25.1 Financial Records

~~24.1.1~~25.1.1 CONTRACTOR shall prepare and maintain accurate  
 and complete financial records. Financial records shall be retained by  
 CONTRACTOR for a minimum of five (5) years from the date of final payment  
 under this Agreement, or until all pending COUNTY, State, and ~~Federal~~federal  
 audits are completed, whichever is later.

~~24.1.2~~25.1.2 CONTRACTOR shall establish and maintain  
 reasonable accounting, internal control, and financial reporting standards in  
 conformity with generally accepted accounting principles established by the  
 American Institute of Certified Public Accountants and to the satisfaction of  
 ADMINISTRATOR.

##### ~~24.2~~25.2 Client Records

1                   ~~24.2.1~~25.2.1           CONTRACTOR shall prepare and maintain accurate  
2 and complete records of clients served and dates and type of services provided  
3 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

4                   ~~24.2.2~~25.2.2           CONTRACTOR shall keep all COUNTY data provided  
5 to CONTRACTOR during the term(s) of this Agreement for a minimum of five (5)  
6 years from the date of final payment under this Agreement, or until all  
7 pending COUNTY, State, and ~~Federal~~federal audits are completed, whichever is  
8 later. These records shall be stored in Orange County, unless CONTRACTOR  
9 requests and COUNTY provides written approval for the right to store the  
10 records in another county. Notwithstanding anything to the contrary, upon  
11 termination of this Agreement, CONTRACTOR shall relinquish control with  
12 respect to COUNTY data to COUNTY in accordance with Subparagraph ~~45.2-~~44.3.

13                   ~~24.2.3~~25.2.3           COUNTY may refuse payment for a claim if client  
14 records are determined by COUNTY to be incomplete or inaccurate. In the event  
15 client records are determined to be incomplete or inaccurate after payment has  
16 been made, COUNTY may treat such payment as an overpayment within the  
17 provisions of this Agreement.

18           ///

19           ~~24.3~~25.3           Public Records

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

24           ~~24.4~~25.4           Inspections and Audits

25                   ~~24.4.1~~25.4.1           The U.S. Department of Health and Human  
26 Services, Comptroller General of the United States, Director of CDSS, State  
27 Auditor-General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit  
28 Department, or any of their authorized representatives, shall have access to

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

7 ~~24.4.2~~25.4.2 CONTRACTOR shall make its books and ~~financial~~  
 8 records available within the borders of Orange County within ten (10) days of  
 9 receipt of written demand by ADMINISTRATOR.

10 ~~24.4.3~~25.4.3 In the event CONTRACTOR does not make available  
 11 its books and financial records within the borders of Orange County,  
 12 CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by  
 13 COUNTY, or COUNTY's designee, necessary to obtain CONTRACTOR's books and  
 14 ~~financial~~ records.

15 ~~24.4.4~~25.4.4 CONTRACTOR shall pay to COUNTY the full amount  
 16 of COUNTY's liability to the State or Federal ~~government~~Government or any  
 17 agency thereof resulting from any disallowances or other audit exceptions to  
 18 the extent that such liability is attributable to CONTRACTOR's failure to  
 19 perform under this Agreement.

20 ///

21 ~~24.5~~25.5 Evaluation Studies

22 ~~24.5.1~~25.5.1 CONTRACTOR shall participate, as requested by  
 23 COUNTY, in research and/or evaluative studies designed to show the  
 24 effectiveness and/or efficiency of CONTRACTOR's services or provide  
 25 information about CONTRACTOR's project.

26 ~~25-26~~. PERSONNEL DISCLOSURE

27 ~~25-1~~26.1 CONTRACTOR shall make available to ADMINISTRATOR a current  
 28 list of all personnel providing services hereunder, including résumés and job

1 applications. Changes to the list will be immediately provided to  
 2 ADMINISTRATOR, in writing, along with a copy of a résumé and/or job  
 3 application. The list shall include:

4 ~~25.1.1~~26.1.1 Names and dates of birth of all full or part-  
 5 time personnel by title, including volunteer personnel, whose direct services  
 6 are required to provide the programs described herein;

7 ~~25.1.2~~26.1.2 A brief description of the functions of each  
 8 position and the hours each person works each week, or for part-time  
 9 personnel, each day or month, as appropriate;

10 ~~25.1.3~~26.1.3 The professional degree, if applicable, and  
 11 experience required for each position; and

12 ~~25.1.4~~26.1.4 The language skill, if applicable, for all  
 13 personnel.

14 ~~25.2~~26.2 Where authorized by law, ~~CONTRACTOR's employment~~  
 15 ~~applications~~and in a manner consistent with California Government Code §12952,  
 16 CONTRACTOR shall require ~~applicants~~prospective employees to provide detailed  
 17 information regarding the conviction of a crime by any court for offenses  
 18 other than minor traffic offenses. Information ~~not disclosed in the~~  
 19 ~~employment application~~discovered subsequent to the hiring or promotion of any  
 20 ~~applicant~~prospective employee shall be cause for termination ~~of that employee~~  
 21 from the performance of services under this Agreement.

22 ~~25.3~~26.3 Where authorized by law, CONTRACTOR shall conduct, at no  
 23 cost to COUNTY, a clearance on the following public websites of the names and  
 24 dates of birth for all employees and/or volunteers who will have direct,  
 25 interactive contact with clients served through this Agreement: U.S.  
 26 Department of Justice National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and  
 27 Megan's Law Sex Offender Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

28 26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to



1 COUNTY, a criminal record background check on all employees (direct service  
2 and administrative) funded through this Agreement and also all non-funded  
3 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,  
4 interactive contact with clients served through this Agreement. Background  
5 checks conducted through the California Department of Justice shall include a  
6 check of the California Central Child Abuse Index, when  
7 applicable. Candidates will satisfy background checks consistent with this  
8 Paragraph and their performance of services under this Agreement.

9 ~~25.4~~26.5 CONTRACTOR shall ensure that clearances and background  
10 checks described in Subparagraphs 26.3 and 26.4 are completed prior to  
11 CONTRACTOR's personnel providing services under this Agreement.

12 ~~25.5~~26.6 In the event a record is revealed through the processes  
13 described in Subparagraphs ~~25.3 and 25.4,~~ 26.3 and 26.4, COUNTY will be  
14 available to consult with CONTRACTOR on appropriateness of personnel providing  
15 services through this Agreement.

16 ~~25.6~~26.7 CONTRACTOR warrants that all persons employed or otherwise  
17 assigned by CONTRACTOR to provide services under this Agreement have  
18 satisfactory past work records and/or reference checks indicating their  
19 ability to perform the required duties and accept the kind of responsibility  
20 anticipated under this Agreement. CONTRACTOR shall maintain records of  
21 background investigations and reference checks undertaken and coordinated by  
22 CONTRACTOR for each employee and/or volunteer assigned to provide services  
23 under this Agreement, for a minimum of five (5) years from the date of final  
24 payment under this Agreement, or until all pending COUNTY, State, and  
25 ~~Federal~~federal audits are completed, whichever is later, in compliance with  
26 all applicable laws.

27 ~~25.7~~26.8 CONTRACTOR shall immediately notify ADMINISTRATOR concerning  
28 the arrest and/or subsequent conviction, for offenses, other than minor

1 traffic offenses, of any paid employee and/or volunteer staff performing  
2 services under this Agreement, when such information becomes known to  
3 CONTRACTOR. ADMINISTRATOR may determine whether such employee and/or volunteer  
4 may continue to provide services under this Agreement and shall provide notice  
5 of such determination to CONTRACTOR in writing. CONTRACTOR's failure to  
6 comply with ADMINISTRATOR's decision shall be deemed a material breach of this  
7 Agreement, pursuant to Paragraph 18 above.

8 ~~25-8~~26.9 COUNTY has the right to approve or disapprove all of  
9 CONTRACTOR's staff performing work hereunder, and any proposed changes in  
10 CONTRACTOR's staff.

11 ~~25-9~~26.10 COUNTY shall have the right to require CONTRACTOR to remove  
12 any employee from the performance of services under this Agreement. At the  
13 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

14 ~~25-10~~26.11 CONTRACTOR shall notify COUNTY immediately when staff is  
15 terminated for cause from working on this Agreement.

16 ~~25-11~~26.12 Disqualification, if any, of CONTRACTOR staff, pursuant to  
17 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all  
18 work in accordance with the terms and conditions of this Agreement.

19 ~~26-27~~. EMPLOYMENT ELIGIBILITY VERIFICATION

20 As applicable, CONTRACTOR warrants that it fully complies with all  
21 ~~Federal~~federal and State statutes and regulations regarding the employment of  
22 aliens and others, and that all its employees performing work under this  
23 Agreement meet the citizenship or alien status requirement set forth in  
24 ~~Federal~~federal statutes and regulations. CONTRACTOR shall obtain, from all  
25 employees performing work hereunder, all verification and other documentation  
26 of employment eligibility status required by ~~Federal~~federal or State statutes  
27 and regulations including, but not limited to, the Immigration Reform and  
28 Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist

1 and as they may be hereafter amended. CONTRACTOR shall retain all such  
 2 documentation for all covered employees for the period prescribed by the law.  
 3 CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY,  
 4 and hold harmless, COUNTY, and its agents, officers and employees from  
 5 employer sanctions and any other liability which may be assessed against  
 6 CONTRACTOR or COUNTY or both in connection with any alleged violation of any  
 7 ~~Federal~~federal or State statutes or regulations pertaining to the eligibility  
 8 for employment of any persons performing work under this Agreement.

9 ~~27.28.~~ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

10 28.1 ~~In order to comply~~ CONTRACTOR certifies it is in full compliance  
 11 with ~~child support enforcement~~all applicable federal and State reporting  
 12 requirements ~~of~~regarding its employees and with all lawfully served Wage and  
 13 Earnings Assignment Orders and Notices of Assignments and will continue to be  
 14 in compliance throughout the term of the Agreement with the County of Orange.  
 15 Failure to comply shall constitute a material breach of the Agreement and  
 16 failure to cure such breach within sixty (60) calendar days of notice from the  
 17 COUNTY shall constitute grounds for termination of the Agreement.

18 ~~27.1~~28.2 In the case of an individual contractor or contractor doing  
 19 business in a form other than an individual, CONTRACTOR agrees to furnish ~~to~~  
 20 ADMINISTRATOR within thirty (30) days of the award of this Agreement:

21 ~~27.1~~28.2.1 ~~in the case of an individual contractor,~~  
 22 ~~his~~His/her name, date of birth, Social Security ~~number~~Number, and residence  
 23 address; or

24 ~~27.1~~28.2.2 ~~in~~In the case of a contractor doing business in  
 25 a form other than as an individual, the name, ~~date~~data of birth, Social  
 26 Security ~~number~~Number, and residence address of each individual who owns an  
 27 interest of ten percent (10%) or more in the contracting entity.

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

~~(b) a certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.~~

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

~~27.3~~ 28.3 It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

~~28-29~~ CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure that all employees, ~~volunteers, consultants or~~ agents, ~~subcontractors,~~ and all other individuals performing services under this Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of the agencies specified in WIC Section 15630. CONTRACTOR shall require such ~~employee, volunteer, consultant or agent~~ employees, agents, ~~subcontractors,~~ and all other individuals performing services under this Agreement to sign a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set forth in

1 Section 15630 of the WIC, and ~~will~~shall comply with the provisions of these  
2 code sections, as they now exist or as they may hereafter be amended.

3 ~~29-30~~. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

4 CONTRACTOR shall notify and provide to its employees, a fact sheet  
5 regarding the Safely Surrendered Baby Law, its implementation in Orange  
6 County, and where and how to safely surrender a baby. The fact sheet is  
7 available on the Internet at [www.babysafe.ca.gov](http://www.babysafe.ca.gov) for printing purposes. The  
8 information shall be posted in all reception areas where clients are served.

9 ///

10 ///

11 ~~30-31~~. SMOKE FREE ENVIRONMENT

12 CONTRACTOR shall be in compliance with Health and Safety Code Sections  
13 1530.7 and 118948 and CCR, Title 22, Division 6, Chapter 9.5, Article 3,  
14 Section 89374(a)(1), which precludes anyone from smoking inside a motor  
15 vehicle which is regularly used to transport children.

16 ~~31-32~~. UNATTENDED CHILD IN MOTOR VEHICLE ACT

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

22 ~~32-33~~. CONFIDENTIALITY

23 ~~32-133.1~~ CONTRACTOR agrees to maintain the confidentiality of its  
24 records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division  
25 19-000, and all other provisions of law, and regulations promulgated  
26 thereunder relating to privacy and confidentiality, as each may now exist or  
27 be hereafter amended.

28 ~~32-233.2~~ All records and information concerning any and all persons

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

18 ~~32.333.3~~ CONTRACTOR shall inform all of its employees, ~~volunteers,~~  
19 agents, subcontractors, and ~~partners~~ all other individuals performing services  
20 under this Agreement of this provision and that any person violating the  
21 provisions of said California state law may be guilty of a crime.

22 ~~32.433.4~~ CONTRACTOR agrees that any and all subcontracts entered into  
23 shall be subject to the confidentiality requirements of this Agreement.

24 ~~32.533.5~~ CONTRACTOR agrees to maintain the confidentiality of its  
25 records with respect to Juvenile Court matters, in accordance with WIC Section  
26 827, all applicable statutes, ~~case law~~ case law, and Orange County Juvenile  
27 Court Policy regarding Confidentiality, as it now exists or may hereafter be  
28 amended.

1 ~~32.5.1~~33.5.1 No access, disclosure, or release of information  
2 regarding a child who is the subject of Juvenile Court proceedings shall be  
3 permitted except as authorized. If authorization is in doubt, no such  
4 information shall be released without the written approval of a Judge of the  
5 Juvenile Court.

6 ~~32.5.2~~33.5.2 CONTRACTOR must receive prior written approval  
7 of the Juvenile Court before allowing any child to be interviewed,  
8 photographed, or recorded by any publication or organization, or to appear on  
9 any radio, television, or internet broadcast or make any other public  
10 appearance. Such approval shall be requested through child's Social Worker.

11 ~~33-34~~.SECURITY

12 34.1 Security Requirements

13 34.1.1 CONTRACTOR agrees to maintain the confidentiality of all  
14 COUNTY and COUNTY-related records and information pursuant to all statutory  
15 laws relating to privacy and confidentiality that currently exists or exists  
16 at any time during the term of this Agreement. CONTRACTOR represents and  
17 warrants that it has implemented and will maintain during the term of this  
18 Agreement administrative, physical, and technical safeguards to reasonably  
19 protect private and confidential client information, to protect against  
20 anticipated threats to the security or integrity of COUNTY data, and to  
21 protect against unauthorized physical or electronic access to or use of COUNTY  
22 data. Such safeguards and controls shall include at a minimum:

23 34.1.1.1 Storage of confidential paper files that  
24 ensures records are secured, handled, transported, and destroyed in a manner  
25 that prevents unauthorized access.

26 34.1.1.2 Control of access to physical and electronic  
27 records to ensure COUNTY data is accessed only by individuals with a need to  
28 know for the delivery of contract services.

1 34.1.1.3 Control to prevent unauthorized access and to  
2 prevent CONTRACTOR employees from providing COUNTY data to unauthorized  
3 individuals.

4 34.1.1.4 Firewall protection.

5 34.1.1.5 Use of encryption methods of electronic  
6 COUNTY data while in transit from CONTRACTOR networks to external networks,  
7 when applicable.

8 34.1.1.6 Measures to securely store all COUNTY data,  
9 including, but not be limited to, encryption at rest and multiple levels of  
10 authentication and measures to ensure COUNTY data shall not be altered or  
11 corrupted without COUNTY's prior written consent. CONTRACTOR further  
12 represents and warrants that it has implemented and will maintain during the  
13 term of this Agreement administrative, technical, and physical safeguards and  
14 controls consistent with State and federal security requirements.

15 34.2 Security Breach Notification

16 ~~33.1.1~~ 34.2.1 CONTRACTOR shall have policies and procedures in  
17 place for the effective management of Security Breaches, as defined below. In  
18 the event of any actual, attempted, suspected, threatened, or reasonably  
19 foreseeable circumstance CONTRACTOR experiences or learns of that either  
20 compromises or could reasonably be expected to comprise COUNTY data through  
21 unauthorized use, disclosure, or acquisition of COUNTY data ("Security  
22 Breach"), CONTRACTOR shall immediately notify COUNTY of ~~any and all~~  
23 ~~unauthorized disclosures of COUNTY data of which CONTRACTOR or its staff is~~  
24 ~~aware or has knowledge~~ discovery. After such notification, CONTRACTOR shall,  
25 at its own expense, immediately:

26 ~~33.1.1~~ 34.2.1.1 Investigate to determine the nature  
27 and extent of the ~~unauthorized disclosure~~ Security Breach.

28 34.2.1.2 Contain the incident by, ~~among things~~ taking



1 necessary action, including, but not limited to, attempting to recover  
2 records, revoking access, and/or correcting weaknesses in security.

3 34.2.1.3 Report to COUNTY the nature of the Security  
4 Breach, the COUNTY data used or disclosed, the person who made the  
5 unauthorized use or received the unauthorized disclosure, what CONTRACTOR has  
6 done or will do to mitigate any harmful effect of the unauthorized use or  
7 disclosure, and the corrective action CONTRACTOR has taken or will take to  
8 prevent future similar unauthorized use or disclosure.

9 ~~33.1.2~~ 34.2.2 The COUNTY, at its sole discretion and on a  
10 case-by-case basis, will determine what actions are necessary in response to  
11 the Security Breach and who will perform these actions. Actions may include,  
12 but are not limited to: notifications; investigation and remediation costs,  
13 including notification of all whose personal information was disclosed;  
14 outside investigation; forensics; counsel; crisis management; and credit  
15 monitoring. In the event COUNTY determines CONTRACTOR will conduct additional  
16 action(s), CONTRACTOR shall bear the costs. In the event COUNTY conducts  
17 additional actions(s) arising out of or in connection with a Security Breach,  
18 CONTRACTOR shall reimburse COUNTY for ~~all notification related costs incurred~~  
19 ~~by COUNTY arising out of or in connection with the unauthorized disclosure as~~  
20 ~~costs associated to~~ legally required actions.

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

28 ~~34.35~~ COPYRIGHT ACCESS

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

5 ~~35-36~~. WAIVER

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

14 ~~36-37~~. PETTY CASH

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

17 ~~37-38~~. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

18 ~~37.1 Information and solicitations, prepared and released by~~  
19 ~~CONTRACTOR, concerning the services provided under this Agreement shall state~~  
20 ~~that the program, wholly or in part, is funded through COUNTY, State and~~  
21 ~~Federal government funds.~~

22 ~~37.2 CONTRACTOR shall not disclose any details in connection with this~~  
23 ~~Agreement to any person or entity except as may be otherwise provided~~  
24 ~~hereunder or required by law. However, in recognizing CONTRACTOR's need to~~  
25 ~~identify its services and related clients to sustain itself, COUNTY shall not~~  
26 ~~inhibit CONTRACTOR from publishing its role under this Agreement within the~~  
27 ~~following conditions:-~~

28 ~~37.2.1 CONTRACTOR shall develop all publicity material in a~~

1 professional manner; and

2 ~~37.2.2 During the term of this Agreement, CONTRACTOR shall not,~~  
3 ~~and shall not authorize another to, publish or disseminate any commercial~~  
4 ~~advertisements, press releases, feature articles, or other materials using the~~  
5 ~~name of COUNTY without the prior written consent of COUNTY. COUNTY shall not~~  
6 ~~unreasonably withhold written consent.~~

7 ~~37.3~~38.1 COUNTY owns all rights to the name, logos, and symbols of  
8 COUNTY. The use and/or reproduction of ~~COUNTY's~~COUNTY's name ~~and/,~~ logos, or  
9 ~~logos~~symbols for any purpose, including commercial advertisement, promotional  
10 purposes, announcements, displays, or press releases, without ~~COUNTY's~~COUNTY's  
11 prior written consent is expressly prohibited.

12 ~~38.~~ COUNTY RESPONSIBILITIES

13 ~~38.1~~38.2 ADMINISTRATOR ~~will provide consultation and technical~~  
14 ~~assistance and will monitor performance of~~ CONTRACTOR ~~in meeting the terms of~~  
15 may develop and publish information related to this Agreement where all of the  
16 following conditions are satisfied:

17 ~~39.~~ REFERRALS

18 ~~38.2.1 Services shall be provided to children and their families~~  
19 ~~at risk of abuse or neglect or who have been abused or neglected.~~

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

24 38.2.2 Unless directed otherwise by ADMINISTRATOR, the  
25 information includes a statement that the program, wholly or in part, is  
26 funded through County, State, and Federal Government funds;

27 38.2.3 The information does not give the appearance that the  
28 COUNTY, its officers, employees, or agencies endorse:

1 38.2.3.1 Any commercial product or service; and,

2 38.2.3.2 Any product or service provided by  
3 CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

4 ~~39.1.1~~38.2.4 If CONTRACTOR uses social media (such as  
5 Facebook, Twitter, YouTube, or other publicly available social media sites) to  
6 publish information related to this Agreement, CONTRACTOR shall develop social  
7 media policies and procedures and have them available to the ADMINISTRATOR.  
8 CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as  
9 they pertain to any social media developed in support of the services  
10 described within this Agreement. The policy is available on the Internet at  
11 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

12 ~~40.39~~. REPORTS

13 ~~40.1~~39.1 CONTRACTOR shall provide information deemed necessary by  
14 ADMINISTRATOR to complete any State-required reports related to the services  
15 provided under this Agreement.

16 ~~40.2~~39.2 CONTRACTOR shall maintain records and submit reports  
17 containing such data and information regarding the performance of CONTRACTOR's  
18 services, costs, or other data relating to this Agreement, as may be requested  
19 by ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may  
20 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

21 ~~41.40~~. ENERGY EFFICIENCY STANDARDS

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

25 ~~42.41~~. ENVIRONMENTAL PROTECTION STANDARDS

26 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC  
27 Section 7401 et seq.], the Clean Water Act (Title 33 USC Section 1251 et  
28 seq.), Executive Order 11738 and Environmental Protection Agency, hereinafter

1 referred to as "EPA," regulations (Title 40 CFR), as any may now exist or be  
2 hereafter amended. Under these laws and regulations, CONTRACTOR assures that:

3 ~~42.1~~41.1 No facility to be utilized in the performance of the  
4 proposed grant has been listed on the EPA List of Violating Facilities;

5 ~~42.2~~41.2 It will notify COUNTY prior to award of the receipt of any  
6 communication from the Director, Office of Federal Activities, U.S. EPA,  
7 indicating that a facility to be utilized for the grant is under consideration  
8 to be listed on the EPA List of Violating Facilities; and

9 ~~42.3~~41.3 It will notify COUNTY and EPA about any known violation of  
10 the above laws and regulations.

11 ~~43.42.~~CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN  
12 FEDERAL TRANSACTIONS

13 ~~43.1~~42.1 CONTRACTOR shall be in compliance with Section 319 of Public  
14 Law 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with  
15 respect to those provisions set down by the OMB and published in the Federal  
16 Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under  
17 these laws and regulations, it is mutually understood that any contract which  
18 utilizes ~~Federal~~federal monies in excess of \$100,000 must contain, and  
19 CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR  
20 that cites the following:

21 ~~43.1.1~~42.1.1 A.——The definitions and prohibitions contained  
22 in the clause at Federal Acquisition Regulation 52.203-12, Limitation on  
23 Payments to Influence Certain Federal Transactions, included in this  
24 solicitation, are hereby incorporated by reference in ~~Paragraph~~  
25 ~~(B)~~Subparagraph 42.1.2 of this certification.

26 ~~43.1.2~~42.1.2 B.——The offeror, by signing its offer, hereby  
27 certifies to the best of his or her knowledge and belief as of December 23,  
28 1989, that



1 failure.

2 ~~44.43.~~ POLITICAL ACTIVITY

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

6 ~~45.44.~~ TERMINATION PROVISIONS

7 ~~45.144.1~~ ADMINISTRATOR may terminate this Agreement without penalty,  
8 immediately with cause or after thirty (30) days written notice without cause,  
9 unless otherwise specified. Notice shall be deemed served on the date of  
10 mailing. Cause shall include, but not be limited, to any breach of contract,  
11 any partial misrepresentation whether negligent or willful, fraud on the part  
12 of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's  
13 reasonable control, and repeated or continued violations of COUNTY ordinances  
14 unrelated to performance under this Agreement that, in the reasonable opinion  
15 of COUNTY, indicate a willful or reckless disregard for COUNTY laws and  
16 regulations. Exercise by ADMINISTRATOR of the right to terminate this  
17 Agreement shall relieve COUNTY of all further obligations under this  
18 Agreement.

19 ~~45.244.2~~ For ninety (90) calendar days prior to the expiration date  
20 of this Agreement, or upon notice of termination of this Agreement  
21 ("Transition Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in  
22 the orderly transfer of service responsibilities, ~~active~~-case records, and  
23 pertinent documents. The Transition Period may be modified as agreed upon in  
24 writing by the ~~Parties.~~ parties. During the Transition Period, service and  
25 data access shall continue to be made available to COUNTY without alteration.  
26 CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all  
27 data in the format determined by COUNTY.

28 ~~45.344.3~~ In the event of termination of this Agreement, cessation of

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

6 ~~45.444.4~~ The obligations of COUNTY under this Agreement are  
7 contingent upon the availability of ~~Federal~~federal and/or State funds, as  
8 applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion  
9 of sufficient funds for the services hereunder in the budget approved by the  
10 Orange County Board of Supervisors each fiscal year this Agreement remains in  
11 effect or operation. In the event that such funding is terminated or reduced,  
12 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's  
13 maximum obligation, or modify this Agreement, without penalty. The decision  
14 of ADMINISTRATOR will be binding on CONTRACTOR. ADMINISTRATOR will provide  
15 CONTRACTOR with written notification of such determination. CONTRACTOR shall  
16 immediately comply with ADMINISTRATOR's decision.

17 ~~45.544.5~~ If any term, covenant, condition, or provision of this  
18 Agreement or the application thereof is held invalid, void, or  
19 ~~enforceable~~unenforceable, the remainder of the provisions in this Agreement  
20 shall remain in full force and effect and shall in no way be affected,  
21 impaired, or invalidated thereby.

22 ~~46.45~~. GOVERNING LAW AND VENUE

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



1 the jurisdiction of such court, notwithstanding Code of Civil Procedure  
2 Section 394. Furthermore, the parties specifically agree to waive any and all  
3 rights to request that an action be transferred for trial to another county.

4 ///

5 ~~47.~~46. SIGNATURE IN COUNTERPARTS

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

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

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

7  
8 By: \_\_\_\_\_ By: \_\_\_\_\_  
9 ~~TIMOTHY H. FARLEY~~ ~~CHAIRWOMAN~~  
10 ~~ASSISTANT~~ DONALD VELEUR CHAIRMAN  
11 EXECUTIVE DIRECTOR OF THE BOARD OF SUPERVISORS  
12 ~~NEW ALTERNATIVES, INC.~~ OLIVE CREST COUNTY OF  
13 ORANGE, CALIFORNIA

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

15  
16 SIGNED AND CERTIFIED THAT A COPY OF THIS  
17 AGREEMENT HAS BEEN DELIVERED TO THE CHAIR  
18 OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535  
19 ATTEST:

20 \_\_\_\_\_  
21 ROBIN STIELER  
22 Clerk of the Board  
23 Orange County, California

24 APPROVED AS TO FORM  
25 COUNTY COUNSEL  
26 COUNTY OF ORANGE, CALIFORNIA

27 By: \_\_\_\_\_  
28 DEPUTY

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

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EXHIBIT A

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

~~NEW ALTERNATIVES, INC.~~

OLIVE CREST

FOR THE PROVISION OF

CHILD ABUSE PREVENTION AND INTERVENTION SERVICES

MONITORED AND SUPERVISED VISITATION WITH ~~TRANSPORTATION~~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) ~~for individuals referred by CFS.~~ 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 CONTRACTOR's workload standards with respect to Exhibit B of this Agreement are as follows:~~

1.3 ~~Each hour of direct service~~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.

1           2.     GOALS/OUTCOMES

2                     ~~1.3.1~~ CONTRACTOR shall ~~be counted as one (1) hour of service,~~  
3 ~~regardless of~~ provide the following number of ~~CLIENTS and/or VISITORS being~~  
4 ~~served.~~

5                     ~~1.42.1 Provide twelve thousand six hundred (12,600)~~ direct service hours  
6 from July 1<sup>st</sup> through June 30<sup>th</sup>, for each year of the term of the Agreement:

7                     2.1.1 Year One (1) - 13,500 hours

8                     2.1.2 Year Two (2) - 13,575 hours

9                     2.1.3 Year Three (3) - 13,660 hours

10           ~~2-3.~~   HOURS OF OPERATION

11                     ~~2.13.1~~       CONTRACTOR shall provide services ~~between~~ during hours that  
12 are responsive to the needs of the target population(s) as determined by  
13 ADMINISTRATOR.   At a minimum, CONTRACTOR shall provide monitored and  
14 transportation services Monday through Saturday, from 8:00 a.m. and 8:00 p.m.  
15 At minimum, fifty percent (50%) of all available visits must be available to  
16 be scheduled during high demand hours, evenings (3:00 p.m. to 8:00 p.m.),  
17 ~~Saturdays~~ weekends, and holidays.   CONTRACTOR shall provide supervised  
18 visitations on ~~Sundays,~~ ~~9~~Monday, Wednesday, and Friday from 10:00 a.m. to  
19 48:00 p.m., ~~if necessary,~~ Tuesday and Thursday from 2:00 p.m. to 8:00 p.m. and  
20 Saturday 9:00 a.m. to 8:00 p.m. CONTRACTOR will provide supervised visitation  
21 a minimum of four (4) hours on Sunday to accommodate CLIENTS'/VISITORS'  
22 scheduling needs.

23                     ~~2.23.2~~       ~~Unless otherwise requested by ADMINISTRATOR to meet the~~  
24 ~~needs of the service population,~~ CONTRACTOR's holiday schedule shall not  
25 exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin  
26 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,  
27 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,  
28 Friday after Thanksgiving Day, and Christmas Day.   CONTRACTOR shall obtain

1 prior written approval from ADMINISTRATOR for any closure outside of COUNTY's  
 2 holiday(s) in excess of those schedule and the hours listed above. Failure in  
 3 Subparagraph 3.1 of CONTRACTOR to obtain such approval shall result in  
 4 CONTRACTOR incurring upon itself all fiscal obligations related to non-COUNTY  
 5 holiday(s) and this Exhibit A. Any unauthorized closure shall be deemed ~~in a~~  
 6 material breach of this Agreement, pursuant to Paragraph 18, ~~for services not~~  
 7 ~~provided by CONTRACTOR during unapproved holiday(s) and shall not be~~  
 8 reimbursed.

9 ~~2.33.3~~ CONTRACTOR shall be available, to receive calls from CLIENTS  
 10 that wish to schedule, cancel, or reschedule a visitation appointment, twenty-  
 11 four (24) hours a day, seven (7) days a week.

12 ///

### 13 ~~3.4.~~ SERVICES

#### 14 ~~4.1~~ Contractor shall provide General Services

15 CONTRACTOR shall:

16 ~~3.1 services that shall include monitored or supervised visitation~~  
 17 ~~between VISITORS and CLIENTS, transportation of a VISITOR and/or CLIENT for~~  
 18 ~~visitation, or transportation and monitoring or supervision of the visitation.~~

19 ~~3.1.14.1.1~~ Provide services that includes, but is not limited to,  
 20 monitored or ~~Provide monitored and~~ supervised visitation with transportation,  
 21 as needed, for CLIENT(S) who reside in out-of-home placement located in or  
 22 outside Orange County.

23 4.1.2 Provide transportation services, which may include  
 24 transportation without supervision or monitoring to approved VISITOR(S) and/or  
 25 CLIENT(S), as specified in Subparagraph 4.4.

26 4.1.3 Provide services that are family-centered, family-  
 27 friendly, culturally responsive, and trauma informed.

28 ~~3.1.24.1.4~~ Limit participation in the visit to those parties

1 specifically designated by the ADMINISTRATOR and/or assigned social worker  
2 (hereinafter referred to as "SSW") on the referral form, and obtain prior  
3 written authorization from ADMINISTRATOR prior to adding or deleting  
4 VISITOR(S) from CLIENT's service file.

5 4.1.5 Provide services up to four (4) times per week or as  
6 ordered by the Juvenile Court for each client, for a period not to exceed  
7 twenty-six (26) weeks.

8 4.1.6 Receive approval from RDM for any requests for exceptions  
9 to length or frequency of services and any revisions to the original referral.

10 4.1.7 Call or text the VISITOR(S) within twenty-four (24)  
11 hours prior to a visit, to remind them about the visit and provide information  
12 regarding transportation to visit, if required. CONTRACTOR shall assist in  
13 rescheduling the appointment, if applicable.

14 4.1.8 Request VISITOR to sign authorization to release  
15 information between COUNTY and CONTRACTOR.

16 4.1.9 Request prior written approval for service extension at  
17 least thirty (30) days in advance of the initial service termination date, for  
18 up to an additional twenty-six (26) weeks of services, in accordance with  
19 Subparagraph 5.12 of this Exhibit A.

20 4.1.10 Coordinate visits to take place at the CLIENT's  
21 residence, CONTRACTOR's facility, Family Resource Centers, SSA offices or a  
22 location mutually agreed upon by the SSW and involved parties.

23 4.1.11 Provide transportation services as requested for court  
24 ordered case plan activities.

25 ~~3.1.34~~.1.12 Immediately cease services on a case upon notification  
26 from ADMINISTRATOR.

27 ~~3.1.44~~.1.13 Keep records of all visits.

28 ~~3.1.54~~.1.14 Ensure ADMINISTRATORSSW is notified in writing of all

1 scheduled visits, transports, and no shows.

2 ~~3.24.2~~ Monitored Visitation

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

6 ~~3.2.1.1 Coordinate visits to take place at the~~  
7 ~~CLIENT's residence, in the CONTRACTOR's facility or at a location mutually~~  
8 ~~agreed upon by the SSW, and involved parties.~~

9 ~~3.2.24.2.1~~ Monitor visits between VISITOR(S) and CLIENT(S), in  
10 accordance with the Juvenile Court order(s), CLIENT's ~~Juvenile Court ordered~~  
11 case plan, or ADMINISTRATOR's request.

12 ~~3.2.34.2.2~~ Apply techniques to promote positive visits, and  
13 intervene, when necessary, to protect the best interests of CLIENT(S).

14 ~~3.2.3.1 Apply techniques to promote positive visits,~~  
15 ~~and intervene, when necessary, to protect the best interests of CLIENT(S).~~

16 ~~3.2.44.2.3~~ Accommodate the ordered visitation schedule, which  
17 could last from one (1) to six (6) hours per visit, up to four (4) times per  
18 week as specified by the referral.

19 ~~3.2.54.2.4~~ Contact CLIENT's caregiver and VISITOR(S) within three  
20 (3) business days of receipt of referral to schedule the date and time of the  
21 monitored visit. Additionally, if a case is placed on a wait list that will  
22 delay the visit beyond fourteen (14) calendar days from that initial contact,  
23 CONTRACTOR shall communicate with CLIENT's caregiver and VISITOR(S) to update  
24 them within three (3) business days once the visit date is scheduled.  
25 CONTRACTOR shall provide ~~biweekly~~ contact every other week with the CLIENT's  
26 caregiver and ~~VISITORS~~VISITOR(S) on status of wait list.

27 ~~3.2.64.2.5~~ Notify the SSW of the scheduled visit date and time  
28 ~~within one (1) week of receipt of the referral.~~



1                   ~~3.2.74~~.2.6 Notify CLIENT(S), VISITOR(S), and SSW of the  
2 anticipated service start date if the start of services will be delayed.

3                   ~~3.2.84~~.2.7 Oversee the monitored visit face-to-face and be  
4 continuously present, within both sight and hearing distance, for the entire  
5 visit.

6                   ~~3.2.94~~.2.8 Prohibit the discussion of certain topics between the  
7 CLIENT(S) and VISITOR(S) when specified on the referral or verbally prohibited  
8 by the SSW.

9                   4.2.9 Terminate the visit, should a VISITOR fail to comply with  
10 the orders of the Court regarding topics not to be discussed during  
11 visitation, or fail to follow guidelines for the "Monitored Visitation  
12 Agreement."

13                   ~~3.2.104~~.2.10 Supply designated CONTRACTOR facilities for  
14 monitored visitation areas with furniture and age-appropriate toys and games  
15 for CLIENTS ages birth (0) through seventeen (17) years.

16                   ~~3.2.114~~.2.11 ~~In CONTRACTOR facilities, keep~~Keep CLIENT(S) and  
17 VISITOR(S) in separate waiting areas until their scheduled monitored visit  
18 commences ~~when visits take place in CONTRACTOR facilities.~~

19                   4.2.12 Ensure that no unmonitored contact (i.e., contact outside  
20 of the monitor's eyesight or hearing) between CLIENT(S) and VISITOR(S) occurs  
21 before, during or after the monitored visit. Should CONTRACTOR become aware  
22 of unmonitored contact between CLIENT(S)and VISITOR(S), the incident shall be  
23 reported to the SSW or the SSW's supervisor immediately.

24                   ~~3.2.124~~.2.13 Review the "Monitored Visitation Agreement"  
25 form, provided by ADMINISTRATOR, with VISITOR(S) and obtain VISITOR's  
26 signature before visitation may occur. In the event VISITOR refuses to sign  
27 the "Monitored Visitation Agreement," CONTRACTOR shall continue with  
28 visitation and inform SSW by telephone within two (2) business days of

1 refusal.

2 ~~3.2.13~~4.2.14 Oversee the waiting room and visitation area at  
3 all times.

4 ~~3.2.14~~4.2.15 Provide services in accordance with the  
5 instructions specified by the SSW on the referral form.

6 4.2.16 Wait for a minimum of twenty (20) minutes for the  
7 VISITOR(S) to arrive, before considering the VISITOR(S) a no show.

8 ~~3.2.15~~4.2.17 Ensure Monitored Visitation Specialists (MVS)  
9 conduct themselves in a professional manner and refrain from activities that  
10 may be distracting during a monitored visit (eating, using a cell phone,  
11 laptop, or other electronic devices, etc.).

12 ~~3.2.15.1 — Ensure Monitored Visitation Specialists (MVS)~~  
13 ~~conduct themselves in a professional manner and refrain from activities that~~  
14 ~~may be distracting during a monitored visit (eating, using a cell phone,~~  
15 ~~laptop, or other electronic devices, etc.).~~

16 ~~3.2.16~~4.2.18 Ensure ~~MVS~~that CONTRACTOR's staff do not accept  
17 gifts from CLIENT(S) and/or VISITOR(S) for whom services are being provided,  
18 while under the performance of this Agreement.

19 ~~3.2.17~~4.2.19 Ensure CLIENT(S) and VISITOR(S) leave the visit  
20 separately, for the safety of the parties.

21 ~~3.2.18~~4.2.20 Provide a written summary of each visit to the  
22 SSW within five (5) business days after the visit which must be approved in  
23 writing by CONTRACTOR's Program Supervisor ~~I~~. The summary shall be submitted  
24 on ~~the "Monitored Visitation Summary"~~a form, ~~which format shall be mutually~~  
25 ~~agreed upon~~ supplied by ~~CONTRACTOR and ADMINISTRATOR~~SSA.

26 ~~3.34.3~~ Supervised Visitation

27 A supervised visit consists of multiple ~~VISITORS~~VISITOR(S) and  
28 ~~CLIENTS~~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 ~~3.3.14.3.1~~ 3.3.14.3.1 Supervise visits between VISITOR(S) and CLIENT(S), in  
6 accordance with the Juvenile Court order(s), CLIENT's ~~Juvenile Court-ordered~~  
7 case plan, or 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 ~~3.3.24.3.3~~ 3.3.24.3.3 Accommodate the ordered visitation schedule as  
11 specified by the referral.

12 ~~3.3.34.3.4~~ 3.3.34.3.4 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~~CONTRACTOR shall provide ~~biweekly~~ contact every other week with  
19 CLIENT's caregiver and ~~VISITORS~~VISITOR(S) on status of wait list.

20 ~~3.3.44.3.5~~ 3.3.44.3.5 Notify the SSW of the scheduled visit date and time  
21 ~~within one (1) week of receipt of the referral..~~

22 ~~3.3.54.3.6~~ 3.3.54.3.6 Oversee the supervised visit and be continuously  
23 present for the entire visit.

24 ~~3.3.64.3.7~~ 3.3.64.3.7 Supply designated CONTRACTOR facilities for supervised  
25 visitation areas with furniture and age-appropriate toys and games for CLIENTS  
26 ages birth (0) through seventeen (17) years.

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

1           4.3.9     Ensure MVS conduct themselves in a professional manner  
2 and refrain from activities that may be distracting during a monitored visit  
3 (eating, using a cell phone, laptop, or other electronic devices, etc.).

4           ~~3.3.74.3.10~~ Ensure ~~while under the performance of this Agreement,~~  
5 ~~CONTRACTOR shall ensure~~ that CONTRACTOR's staff do not accept gifts from  
6 CLIENT(S) and/or VISITOR(S) for whom services are being provided, while under  
7 the performance of this Agreement.

8           4.3.11    Provide a written summary of each visit to the SSW,  
9 within five (5) business days after the visit, which must be approved in  
10 writing by CONTRACTOR's Program Supervisor. The summary shall be submitted on  
11 the " Supervised Visitation Summary" form, which format shall be mutually  
12 agreed upon by CONTRACTOR and ADMINISTRATOR.

13           ~~3.44.4~~       Transportation for Monitored and Supervised Visitation

14           CONTRACTOR shall:

15           ~~3.4.14.4.1~~ Provide transportation to ~~CLIENTS~~CLIENT(S) in  
16 accordance with SSW's referral, Juvenile Court order, CLIENT's Juvenile Court-  
17 ordered case plan, or ADMINISTRATOR's request.

18           ~~3.4.24.4.2~~ Ensure that every Transportation Specialist carries a  
19 valid Class "C" California ~~driver's~~driver license and agency identification  
20 whenever any CLIENT or VISITOR is being transported.

21           ~~3.4.34.4.3~~ Provide two (2) staff members to accompany CLIENT(S)  
22 during transportation when requested by ADMINISTRATOR.

23           ~~3.4.44.4.4~~ ~~For Monitored Visitation, make~~Make every effort to  
24 provide the same Monitored Visitation and Transportation Specialist to the  
25 CLIENT(S) throughout the term of the service delivery, for Monitored  
26 Visitation.

27           ~~3.4.5~~ ~~Prohibit Student Intern and/or Volunteer staff from~~  
28 ~~providing transportation to CLIENTS.~~

~~3.4.6 Provide transportation of VISITOR of CLIENTS only when one of the VISITORS resides outside of Orange County. VISITORS who reside in Orange County shall not be transported within Orange County for visits with CLIENT(S) who also reside in Orange County.~~

~~3.4.7~~ 4.4.5 Prior to transporting a VISITOR of a CLIENT, ~~review~~ Review the Voluntary Transportation for “Intercounty Monitored/Supervised Visitation” form with the VISITOR(S) and obtain the signature of each VISITOR(S) who accepts transportation services to support Monitored/Supervised Visitation, prior to transporting a VISITOR of a CLIENT.

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

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

~~3.4.8~~ 4.4.8 Transport ~~CLIENTS~~ CLIENT(S) or ~~VISITORS~~ VISITOR(S) between Orange County and contiguous counties, as requested by SSW, which may include transporting:

~~3.4.8.1~~ 4.4.8.1 CLIENT(S) or ~~VISITORS~~ VISITOR(S) from an Orange County location to an out-of-county location.

~~3.4.8.2~~ 4.4.8.2 CLIENT(S) or ~~VISITORS~~ VISITOR(S) from an out-of-county location to an Orange County location.

~~3.4.8.3~~ 4.4.8.3 ~~For monitored~~ Monitored visitation of ~~CLIENTS~~ CLIENT(S) between up to three (3) pick-up and drop-off locations within Orange County or between Orange County and a contiguous county. On an exception basis, approval may be granted by ADMINISTRATOR for monitored visitation of ~~clients~~ CLIENT(S) where four (4) or more locations are needed, ~~which such~~. Such approval must be requested in writing by CONTRACTOR to ADMINISTRATOR.

1 ~~3.4.8.44.4.8.4~~ For multiple CLIENTS for supervised  
2 visitation to and from a supervised visitation site within Orange County.

3 ~~3.4.8.54.4.8.5~~ VISITOR(S) or CLIENT(S) from a central  
4 transportation location directly to the visitation ~~placesite~~ and back to the  
5 central transportation location, when the visit will be monitored by  
6 CONTRACTOR.

7 ~~3.4.8.64.4.8.6~~ VISITOR(S) or CLIENT(S) to and/or from the  
8 visitation site ~~when the~~ SSW designates a monitor other than CONTRACTOR.

9 4.4.9 Within twenty-four (24) hours prior to a visit,  
10 CONTRACTOR shall call or text the VISITOR(S) to remind them of the visit, and  
11 plan to provide transportation for the visit. CONTRACTOR shall assist in  
12 rescheduling the appointment if applicable.

13 ~~3.4.94.4.10~~ Schedule transportation with VISITOR(S) and CLIENTS's  
14 caretakers via telephone and notify the SSW ~~of VISITORS who fail~~ within two (2)  
15 business days when VISITOR(S) fails to utilize a pre-scheduled transportation  
16 arrangement.

17 ~~3.4.10~~ Ensure that the no smoking policy within the transport  
18 vehicle is adhered to by all persons, including CONTRACTOR's staff, at all  
19 times.

20 ~~3.5~~ CONTRACTOR shall:

21 ~~3.5.1~~ Provide services for each referred CLIENT up to four (4)  
22 times per week, with visits that last from one (1) to four (4) hours, or as  
23 ordered by the Juvenile Court, for a period not to exceed twenty-six (26)  
24 weeks.

25 ~~3.5.1.1~~ Exceptions as to length or frequency of  
26 services may be made upon mutual agreement of ADMINISTRATOR and CONTRACTOR and  
27 with prior written approval from ADMINISTRATOR.

28 ~~3.5.1.2~~ CONTRACTOR may submit an Extension Request.

1 in accordance with Subparagraph 5.5 of this Exhibit B, for up to an additional  
2 twenty six (26) weeks.

3 ~~3.6 Quality Assurance/Quality Control:~~

4 ~~Utilization Review: ADMINISTRATOR shall conduct Utilization~~  
5 ~~Reviews (URs) to evaluate CONTRACTOR's compliance with required documentation,~~  
6 ~~record keeping, and service delivery performance. ADMINISTRATOR will~~  
7 ~~determine the frequency of URs and provide advance notification to CONTRACTOR~~  
8 ~~to ensure that specified staff is in attendance. ADMINISTRATOR will provide~~  
9 ~~CONTRACTOR with oral and written feedback regarding UR findings. In the event~~  
10 ~~that unresolvable differences of opinion arise regarding the UR findings, the~~  
11 ~~dispute shall be submitted to the CFS Director for final resolution. Nothing~~  
12 ~~in this section shall limit the County's ability to terminate this Agreement~~  
13 ~~pursuant to Paragraph 45.~~

14 ~~3.7 Staff Training and Supervision:~~

15 ~~3.7.1 At minimum and at no cost to COUNTY, CONTRACTOR shall~~  
16 ~~ensure that designated staff complete the following:~~

17 ~~3.7.1.1 Program Supervisor I, Monitor Visitation~~  
18 ~~Specialist, Transportation Specialist, and Student Intern and/or Volunteer:~~

19 ~~3.7.1.1.1 An initial seven (7) hour training course on~~  
20 ~~spousal/partner abuse/domestic violence issues must be completed within six (6) months of hiring.~~

21 ~~3.7.1.1.2 A six (6) hour refresher training course on~~  
22 ~~spousal/partner abuse/domestic violence issues within the period covered by the term of this Agreement.~~

23 ~~3.7.1.1.3 When offered by COUNTY, Student Intern and/or~~  
24 ~~Volunteer shall complete a minimum of eight (8) hours of training provided by SSA in topics including~~  
25 ~~dependency and financial services specific to the CFS population referred for services.~~

26 ~~3.7.1.2 Monitor Visitation Specialist and~~  
27 ~~Transportation Specialist:~~

1 ~~3.7.1.2.1 Training on the safe transportation of children, including~~  
2 ~~but not limited to proper utilization of car seats and other automobile safety features;~~

3 ~~3.7.1.2.2 Twenty (20) hours of on going training per year during~~  
4 ~~the term of this Agreement in child abuse issues, parenting techniques, and training that includes the~~  
5 ~~following topics: historical perspectives and definitions of child abuse; elements of physical and sexual~~  
6 ~~abuse; primary dynamics of child abuse; characteristics of abusive families; failure to thrive; case~~  
7 ~~management; and other topics specific to the population being referred for services.~~

8 ~~3.7.1.2.3 Cardiopulmonary Resuscitation (CPR) and First Aid~~  
9 ~~basic certification, and maintain such certification current during the term of the Agreement.~~

10 ~~3.7.2 CONTRACTOR shall be required to send staff to COUNTY-~~  
11 ~~sponsored training, if requested by SSA.~~

12 ~~3.7.3 Supervision~~

13 ~~Program Supervisor I shall provide a minimum of one (1)~~  
14 ~~hour of individual supervision per week and two (2) hours of group supervision~~  
15 ~~per month to Monitored Visitation Specialist, Transportation Specialist and~~  
16 ~~Student Intern and/or Volunteer.~~

17 ~~4.5. ADDITIONAL CONTRACTOR RESPONSIBILITIES~~

18 CONTRACTOR ~~agrees to~~shall:

19 ~~4.1 Provide services that are family-centered, family-friendly, and~~  
20 ~~culturally responsive.~~

21 5.1 Meet with each VISITOR(S) prior to the first visit to review the  
22 intake packet which will include guidelines for successful visits, visitation  
23 planning worksheet, information on trauma and appropriate resources, as  
24 identified by the CONTRACTOR or requested by the VISITOR(S).

25 5.2 Meet with each VISITOR(S) after the visit to discuss the visit and  
26 provide an opportunity for coaching and feedback.

27 5.3 Utilize volunteers to serve as hospitality hosts by welcoming  
28 VISITORS to the visitation center.



1           5.4 Conduct annual quality surveys on a regular basis with CLIENT(S)  
2 and VISITOR(S) and provide results to ADMINISTRATOR.

3           ~~4.25.5~~ Appear and testify at Juvenile Court hearings, when  
4 requested by SSA.

5           ~~4.35.6~~ Prohibit volunteers and student interns employed under this  
6 Agreement from transporting ~~CLIENTS~~CLIENT(S)/VISITOR(S) under any  
7 circumstances.

8           ~~4.45.7~~ Advise SSW when there is reasonable suspicion to believe a  
9 CLIENT(S)/VISITOR(S) may be abusing drugs and/or alcohol.

10           5.8 Return a referral to RDM when the CONTRACTOR has attempted to  
11 reach a caretaker and/or VISITOR for three (3) weeks without any return phone  
12 call, email or text message.

13           5.9 Contact the VISITOR by telephone call or text after each no show  
14 to confirm the date and time of the next visit.

15           5.10 Attempt to contact the VISITOR by telephone call or text for each  
16 subsequent no show to confirm the next visit.

17           5.11 Immediately terminate the case and send a notification to RDM that  
18 the case was terminated, upon notification from ADMINISTRATOR or SSW that  
19 services are no longer needed.

20           ~~4.55.12~~       Extension Request Requirements

21           CONTRACTOR shall:

22           ~~4.5.15.12.1~~ Request and obtain CFS' prior written approval from  
23 RDM, for any extension of services beyond the defined service period of  
24 twenty-six (26) weeks in a form approved by ADMINISTRATOR. Extensions are  
25 only permitted ~~in~~for open CFS cases.

26           ~~4.5.25.12.2~~ Notify SSW at least thirty (30) calendar days in  
27 advance of the scheduled service termination date.

28           ~~4.5.35.12.3~~ ~~CONTRACTOR—understands~~Understand that continuing

1 services beyond the specified service period without a written approved  
 2 extension request ~~on file~~ may be subject to contract termination. CONTRACTOR  
 3 shall be responsible for documenting and tracking all dates of services,  
 4 including start and end dates.

5 ~~4.6.5.13~~ No Show Policy

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

8 ~~5.13.1 Notify the SSW, supervisor, or Officer of the Day by~~  
 9 ~~telephone immediately and not later than within twenty four (24) hours, if a~~  
 10 Unless the VISITOR ~~fails to call~~ calls the CONTRACTOR at least twenty-four  
 11 fours (24) hours in advance of a scheduled ~~visit~~ appointment to reschedule a  
 12 time within ~~the same seven (7) calendar (Sunday to Saturday) week. In such a~~  
 13 ~~case, CONTRACTOR shall alert~~ days, the SSW and CLIENT/VISITOR is considered a  
 14 no show and CONTRACTOR must notify the assigned SSW of the missed appointment  
 15 (no show), by telephone, immediately, and not later than twenty-four (24)  
 16 hours.

17 ~~4.6.15.13.2~~ CONTRACTOR shall document the missed appointment (no  
 18 show) by sending a written ~~"No Show"~~ no show letter to the VISITOR ~~in~~. If the  
 19 ~~appropriate~~ VISITOR's primary language, ~~with~~ is other than English, CONTRACTOR  
 20 shall also send a copy ~~to the SSW~~ of the English language version of the letter  
 21 to the SSW. A copy of every no show letter, in both languages, shall also be  
 22 filed in the CLIENT'S case file.

23 ~~4.6.1.15.13.2.1~~ CONTRACTOR shall suspend services if  
 24 the VISITOR(S) accumulates three (3) no shows.

25 ~~4.6.1.25.13.2.2~~ The SSW worker may reinstate the  
 26 ~~parent(s)~~ VISITOR(S) to receive services within ten (10) business days of  
 27 receipt of the third ~~No Show~~ no show letter. A parent may be reinstated only  
 28 once during the service period; however, exceptions may be made by the SSW ~~for~~

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

4 5.13.2.3 In the event a VISITOR accumulates more than  
 5 six (6) no shows in a six (6) month period, the referral will be suspended  
 6 until the Senior Social Services Supervisor (SSSS) reinstates the VISITOR for  
 7 services.

8 5.13.2.4 In the event a VISITOR accumulates more than  
 9 nine (9) no shows in a six (6) month period, the Program Manager of the SSW  
 10 must approve any further reinstatements.

11 5.13.2.5 Should there be no contact of any kind with a  
 12 visitor for three (3) consecutive weeks, the referral will be placed on hold  
 13 and the CONTRACTOR will notify the SSW and RDM that the referral will be  
 14 closed.

15 ~~4.6.1.3~~ 5.13.2.6 Based on staff availability,  
 16 CONTRACTOR shall accommodate a ~~VISITOR'S~~VISITOR's request to reschedule a  
 17 visit within the same week in order to avoid a no show.

18 ~~4.7~~5.14 Special Incident Report Requirements

19 5.14.1 In the event of a special incident, CONTRACTOR shall make  
 20 telephone contact with SSW, SSW's supervisor, or CFS Officer of the Day  
 21 ~~immediately in the event of any incident of~~, Monday through Friday from 8:00  
 22 a.m. to 5:00 p.m., no later than three (3) hours after the incident (voicemail  
 23 is not acceptable). A special incident is any unusual, aggressive, or high-  
 24 risk behavior by ~~a CLIENT/VISITOR, or any unusual incident experienced by~~  
 25 ~~CONTRACTOR~~CLIENTS/VISITORS, as directly related to this ~~Agreement~~AGREEMENT,  
 26 or if there are any injuries suffered by any party in the delivery of services  
 27 ~~to a SSA CLIENT/FAMILY. In.~~

28 ~~4.7.15~~5.14.2 Should the ~~event~~ CONTRACTOR is not able to speak

~~directly with SSW, SSW's supervisor~~ incident occur after hours or ~~CFS Officer~~  
~~of~~ weekends, the ~~Day,~~ CONTRACTOR shall leave a voice mail message for the  
~~CFS Officer of the Day~~ SSW, the SSW's supervisor, and notify Orangewood  
 Children and Family Center at (714) 935-7171.

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

~~4.7.25.14.4~~ CONTRACTOR shall document the incident by completing  
 the Special Incident Report form provided by SSA. CONTRACTOR shall submit the  
 Special Incident Report ~~form to both Contract Administrator to~~ SSW,  
 ADMINISTRATOR, and CFS Program Liaison within one (1) business day of the  
 incident, and must place a copy in the CLIENT's case file.

~~4.8.5.15~~ CONTRACTOR shall notify the SSW, SSW's supervisor, or CFS  
 Officer of the Day, by telephone ~~immediately or not more, no later~~ than twenty  
 four (24) hours later, should any of the following occur:

~~4.8.15.15.1~~ ~~For monitored visitation,~~ Any unmonitored contact (i.e.  
 contact outside of the monitor's eyesight or hearing) between CLIENT(S) and  
 VISITOR(S) that takes place before or after the monitored visit at the visit  
 site.

~~4.8.25.15.2~~ A visit is terminated early due to the CLIENT's  
 refusal to participate, or a ~~VISTOR~~ VISITOR exhibiting inappropriate behavior.

## ~~5-6.~~ CLIENT RECORDS

~~5.16.1~~ CONTRACTOR shall maintain CLIENT records that shall include,  
but not be limited to:

~~5.1.16.1.1~~ Referral from ADMINISTRATOR.

## ~~6.~~ FACILITIES

~~Administrative services under this Agreement shall be provided at:~~

~~New Alternatives, Incorporated~~

~~1202 W. Civic Center Drive~~

~~Santa Ana, CA 92703~~

~~6.1 CONTRACTOR and ADMINISTRATOR may agree in writing as to the facility (ies) and location(s) where services shall be provided without changing COUNTY's maximum obligation.~~

7. ~~CLIENT RECORDS~~

7.1 ~~CONTRACTOR shall maintain CLIENT records that shall include, but not be limited to:~~

7.1.1 ~~Referral from ADMINISTRATOR.~~

7.1.2 Name, address, and phone number of ~~CLIENTS~~CLIENT(S) and ~~VISITORS.~~VISITOR(S).

7.1.3 Birth date and sex of CLIENT.

7.1.4 Relationship of CLIENT(S) and VISITOR(S).

7.1.5 Date(s) and type of service.

7.1.6 Name of CLIENT's caregiver.

7.1.7 Identification of confidential placements to ensure confidentiality is maintained.

7.1.8 "Monitored/Supervised Visitation Agreement," if applicable.

7.1.9 "Monitored Visitation Summary" or "Supervised Visitation Summary" report(s), if applicable.

7.1.10 Supervised Visitation logs of CLIENT(S) and VISITOR(S) for each supervised visit.

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

7.1.12 ~~CONTRACTOR shall list~~List of all attempted and completed

1 contacts with ~~Senior Social Worker, Social Worker's~~SSW, SSW's supervisor, and/  
2 or CFS Officer of the ~~day~~Day which include the date of the contact and brief  
3 summary.

4 ~~7.1.13 Authorization to release information between COUNTY and~~  
5 ~~CONTRACTOR, and~~

6 ~~7.1.14~~7.1.13 For ~~Monitored Visitation, case~~Case notes  
7 reflecting dates of telephone contacts with SSW, CLIENT, or VISITOR(~~s~~S), if  
8 not noted in the "Monitored Visitation Summary," for ~~Monitored Visitation.~~

9 ~~7.1.15~~7.1.14 For ~~Supervised Visitation, case~~Case notes  
10 reflecting dates of telephone contacts with SSW, CLIENT, or VISITOR(~~s~~-S) for  
11 ~~Supervised Visitation.~~

12 7.2 All client records shall be retained at CONTRACTOR's facility.

13 8. WORKLOAD STANDARDS

14 8.1 CONTRACTOR's workload standards, with respect to this Exhibit  
15 A,are as follows:

16 8.1.1 Each hour of direct service shall be counted as one (1)  
17 hour of service, per referral, regardless of the number of CLIENTS and/or  
18 VISITORS being served.

19 8.1.2 Direct Service hours includes time spent monitoring or  
20 supervising visits, transporting CLIENT(S)/VISITOR(S) to visits, travel time  
21 to pick up CLIENT(S)/VISITOR(S), and phone calls and electronic communication  
22 with CLIENT(S)/VISITOR(S).

23 8.1.3 No show appointments shall not be counted as direct  
24 service hours.

25 9. REPORTS

26 In a format approved by ADMINISTRATOR, CONTRACTOR shall prepare and  
27 submit to CFS written reports,~~including~~. ADMINISTRATOR may, in its sole  
28 discretion, add, delete, waive, or otherwise modify individual reporting

1 requirements, as stated in this Paragraph. Reports shall include, but not be  
2 limited to, the following:

3 ~~9.1~~ CONTRACTOR shall submit to CFS:

4 ~~9.2~~9.1 Monitored Visitation Summary

5 ~~9.2.1~~9.1.1 A written report of each monitored visitation on a  
6 form supplied by ADMINISTRATOR, legible and grammatically correct, as would be  
7 appropriate for inclusion in a juvenile court report, which shall:

8 ~~9.2.1.1~~9.1.1.1 List date(s) of contact with  
9 ~~CLIENTS~~CLIENT(S) and ~~VISITORS~~VISITOR(S).

10 ~~9.2.1.2~~9.1.1.2 Identify each person present for the  
11 visit.

12 ~~9.2.1.3~~9.1.1.3 Contain clear, objective, specific  
13 observations about the interaction between ~~CLIENTS~~CLIENT(S) and  
14 ~~VISITORS~~VISITOR(S), including appropriate behavior, inappropriate behavior,  
15 and/or unmonitored contact observed ~~and/or~~ reported, in accordance with  
16 Subparagraph 5.15.1 of this Exhibit ~~B)~~A. Any visit in which inappropriate  
17 behavior or unauthorized contact occurs must be immediately reported the SSW,  
18 the SSW's supervisor or Officer of the Day.

19 9.1.1.4 Document appointments the VISITOR(S) fail to  
20 keep.

21 ~~9.2.2~~9.1.2 Each "Monitored Visitation Summary" report shall be  
22 reviewed and signed by CONTRACTOR's supervisory staff and emailed to the SSW  
23 within five (5) business days following the visit.

24 ~~9.2.3~~9.1.3 ~~8.1.1.4.1~~—The method of submission may be changed by  
25 ADMINISTRATOR.

26 ~~9.2.4~~9.1.4 CONTRACTOR shall maintain a record of the date the  
27 summaries are sent.

28 ~~9.3~~9.2 Progress Report

1 ~~9.3.1~~9.2.1 Completed when requested by ADMINISTRATOR on  
2 CLIENTSCLIENT(S) and/or VISITORS,VISITOR(S), that shall be based on a  
3 compilation of the Monitored Visitation Summaries defined in Subparagraph  
4 ~~8.1.1~~9.1.1 of this Exhibit BA, and case notes.

5 ~~9.3.2~~9.2.2 Reflects dates of relevant telephone contacts if not  
6 noted on the "Monitored Visitation Summary."

7 ~~9.3.3~~9.2.3 Factual, objective, specific, and devoid of any  
8 personal opinions or recommendations.

9 ~~9.4~~9.3 Supervised Visitation Summary

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

12 ~~9.5~~ — CONTRACTOR shall submit to Contract Administrator:

13 ~~9.6~~9.4 Workload Standards Report

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

16 ~~9.6.1~~9.4.1 Number of monitored and supervised visitations  
17 conducted and the total number of supervised visitation hours.

18 ~~9.6.2~~9.4.2 Number of CLIENTS served with monitored and supervised  
19 visits.

20 ~~9.6.3~~9.4.3 Number of English-speaking, Spanish-speaking, and  
21 Vietnamese-speaking VISITORS.

22 ~~9.6.4~~9.4.4 Number of in-office monitored and supervised visits  
23 conducted at CONTRACTOR's location.

24 ~~9.6.5~~9.4.5 Number of out-of-office monitored and supervised  
25 visits conducted.

26 ~~9.6.6~~9.4.6 Number of trips provided by CONTRACTOR for monitored  
27 and supervised visits.

28 ~~9.6.7~~9.4.7 Number of VISITORS utilizing transportation services



1 for monitored and separately, supervised visits.

2 ~~9.6.89.4.8~~ 9.4.8 Number of CLIENTS utilizing transportation services  
3 for monitored and, separately, supervised visits.

4 ~~9.6.99.4.9~~ 9.4.9 Information on the geographic service area of Orange  
5 County and contiguous counties involved, and

6 ~~9.6.109.4.10~~ 9.4.10 Any additional information regarding the  
7 program's progress.

8 ~~9.6.119.4.11~~ 9.4.11 Number of hours CLIENT ~~No Shows~~/VISITOR's no  
9 shows.

10 ~~9.7 In compliance with Subparagraph 5.6, CONTRACTOR shall send a copy~~  
11 ~~of the No Show letter to the SSW each time one is required for a CLIENT. If~~  
12 ~~the CLIENT'S primary language is other than English, CONTRACTOR shall also~~  
13 ~~send a copy of the English language version of the letter to the SSW. A copy~~  
14 ~~of every No Show letter, in both languages, shall also be filed in the~~  
15 ~~CLIENT'S case file.~~

16 ~~9.8 ADMINISTRATOR may, in its sole discretion, add, delete, waive or~~  
17 ~~otherwise modify individual reporting requirements as stated in this~~  
18 ~~Paragraph.~~

19 9.5 Monthly Activity Report

20 ~~9.8.19.5.1~~ 9.5.1 By the ~~first and fifteenth~~tenth (10<sup>th</sup>) calendar day of  
21 each month, CONTRACTOR shall complete and submit to ADMINISTRATOR, a ~~referral~~  
22 ~~report~~Monthly Activity Report for all active cases, terminated cases, and  
23 those on the wait list.

24 ~~9.8.29.5.2~~ 9.5.2 Referral report shall be submitted on a format  
25 approved by ADMINISTRATOR, which shall include but may not be limited to the  
26 following information:

27 ~~9.8.39.5.3~~ 9.5.3 Case name & State number.

28 ~~9.8.49.5.4~~ 9.5.4 Date referral received.

1 ~~9.8.59.5.5~~ Specify whether referral is for monitored or  
2 supervised visitation.

3 ~~9.8.69.5.6~~ Specify whether transportation was required and  
4 average miles per visit.

5 ~~9.8.79.5.7~~ Total number of “~~Nono~~ shows” with specified date of  
6 the most recent “~~Nono~~ show”.

7 ~~9.8.89.5.8~~ Date services were terminated.

8 10. MEETINGS

9 ~~10.1 Contractors’ Forum:~~

10 ~~CONTRACTOR shall attend meetings as scheduled by ADMINISTRATOR.~~  
11 ~~Meeting frequency and topics shall be approved by ADMINISTRATOR.~~

12 ~~10.2 Family Team Meetings:~~

13 ~~CONTRACTOR’s direct service staff shall participate in attend~~  
14 ~~forums, trainings, and meetings as requested by ADMINISTRATOR, including, but~~  
15 ~~not limited to, Child-Family Team (CFT). Child-Family Team Meetings at~~  
16 ~~ADMINISTRATOR’S request.~~

17 ~~CONTRACTOR shall attend~~ meetings are family-centered, strength-based and  
18 collaborative to develop a plan of care in the best interest of the child and  
19 familial supports. CONTRACTOR shall attend other service related meetings, as  
20 requested by ADMINISTRATOR.

21 UTILIZATION REVIEW

22 10.1 CONTRACTOR and ADMINISTRATOR’s designee shall meet at least semi-  
23 annually to review and evaluate a random selection of CLIENT’s case records.  
24 The review may include, but is not limited to, an evaluation of the necessity  
25 and appropriateness of services provided and length of services. CLIENT  
26 cases to be reviewed shall be randomly selected by ADMINISTRATOR and may  
27 include both open and closed cases.

28 10.2 ADMINISTRATOR may conduct a Utilization Review (UR) at

1 CONTRACTOR's facility referenced in Paragraph 10.1 of this Exhibit A, with  
2 date and time determined at ADMINISTRATOR'S discretion. ADMINISTRATOR may  
3 provide oral and/or written feedback regarding UR findings. CONTRACTOR shall  
4 comply with the findings of the UR and take correction action accordingly.

5 10.3 In the event CONTRACTOR, ADMINISTRATOR and COUNTY's Children and  
6 Family Services staff representatives and/or ADMINISTRATOR's designee are  
7 unable to resolve differences of opinion regarding the necessity and  
8 appropriateness of services and length of services, the dispute shall be  
9 submitted to COUNTY's Director of Children and Family Services for final  
10 resolution. Nothing in this Paragraph shall affect COUNTY's termination  
11 rights under Paragraph 44 of this Agreement.

12 11. FACILITIES

13 11.1 Administrative services under this Agreement shall be provided at:

14 Olive Crest

15 2130 E. 4<sup>th</sup> Street, Ste. 200

16 Santa Ana, CA 92705

17 ~~10.3~~11.2 CONTRACTOR may elect to have available an office location in  
18 a contiguous county(ies) for monitored visitation.

19 ~~10.4~~11.3 CONTRACTOR shall utilize any visitation location specified  
20 by ADMINISTRATOR, including public areas or a CLIENT's residence, as long as  
21 the site is appropriate for monitoring.

22 11.4 CONTRACTOR and ADMINISTRATOR may agree in writing as to the  
23 facility(ies) and location(s) where services shall be provided without  
24 changing COUNTY's maximum obligation.

25 ~~11.12.~~ BUDGET FOR MONITORED AND SUPERVISED VISITATION WITH TRANSPORTATION  
26 SERVICES

27 ~~11.1~~12.1 The annual budget for services provided July 1, ~~2017~~2018  
28 through June 30, ~~2018~~2019, pursuant to Exhibit BA of this Agreement is set

1 forth as follows:

2	<u>SALARIES</u>	<u>FTE<sup>(1)</sup></u>	<u>Max</u>	<u>Annual</u>
3	<u>DIRECT SERVICE POSITIONS</u>		<u>Hourly Rate<sup>(2)</sup></u>	<u>Budget</u>
4	Monitored and Supervised Visitation Specialist	1.00	16.00	\$31,200.00
5	Transportation Specialist	1.00	15.00	\$29,120.00
6	Program Supervisor	1.00	23.00	\$45,760.00
7	Monitored and Supervised Visitation Specialist Eng./Spanish	6.00	17.00	\$199,680.00
8	Transportation Specialist English/Spanish	2.00	16.00	\$62,400.00
9	Scheduler/Program Coordinator English/Spanish	1.00	19.50	<u>\$38,480.00</u>
10	SUBTOTAL DIRECT SERVICE SALARIES			\$406,640.00
11	DIRECT SERVICE BENEFITS <sup>(3)</sup> (14.2%)			\$57,387.19
12	TOTAL DIRECT SALARIES AND BENEFITS			\$464,027.20
13	<u>ADMINISTRATIVE POSITIONS</u>			
14	Program Director	0.075	44.50	\$6,785.52
15	Regional Program Director	0.075	51.50	\$7,875.00
16	Executive Director	0.050	78.00	\$8,008.00
17	Administrative Assistant	0.50	17.00	<u>\$16,640.00</u>
18	SUBTOTAL ADMINISTRATIVE SALARIES			\$39,308.52
19	ADMINISTRATIVE SERVICE BENEFITS <sup>(3)</sup> (18.5%)			\$7,272.08
20	SUBTOTAL ADMINISTRATIVE SALARIES/BENEFITS			<u>\$46,580.60</u>
21	TOTAL ALL SALARIES AND BENEFITS			\$510,607.79
22	<u>SERVICES AND SUPPLIES</u>			
23	Equipment			\$5,000.00
24	Office Expense			\$6,000.00
25	Program Expense			\$5,958.33
26	Telephone			\$7,800.00
27	Training/Travel			\$3,000.00
28	Mileage/Fuel <sup>(4)</sup>			\$29,000.00
	Vehicle Costs			\$18,258.00
	Furniture			<u>\$3,000.00</u>

1	SUBTOTAL SERVICES AND SUPPLIES	\$78,016.33
2	<u>OPERATING EXPENSES</u>	
3	Facilities/Maintenance Expense	\$25,100.00
4	Utilities	\$5,000.00
5	Insurance	<u>\$3,600.00</u>
6	SUBTOTAL OPERATING EXPENSES	\$33,700.00
7	Indirect Costs <sup>(5)</sup>	\$35,675.88
8	In-Kind Donations/Services	\$65,800.00
9	TOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES	\$723,800.00
10	Less Match <sup>(6)</sup> (at least 10% TOTAL)	(65,800)
11	<b>TOTAL ANNUAL MAXIMUM COUNTY OBLIGATION</b>	<b>\$658,000.00</b>

12.2 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<sup>(1)</sup></u>	<u>Max<sup>(2)</sup> Hourly Rate</u>	<u>Annual Budget</u>
<u>DIRECT SERVICE POSITIONS</u>			
Monitored and Supervised Visitation Specialist	1.00	\$16.48	\$32,136.00
Transportation Specialist Program Supervisor	1.00	\$15.45	\$29,993.60
Monitored and Supervised Visitation Specialist Eng./Spanish	1.00	\$23.69	\$47,132.80
Transportation Specialist English/Spanish	6.00	\$17.51	\$205,670.40
Scheduler/Program Coordinator English/Spanish	2.00	\$16.48	\$64,272.00
SUBTOTAL DIRECT SERVICE SALARIES	1.00	\$20.09	<u>\$39,634.40</u>
			\$418,839.20
DIRECT SERVICE BENEFITS <sup>(3)</sup> (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

1	Regional Program Director	0.075	53.05	\$8,111.25
	Executive Director	0.05	80.35	\$8,248.24
2	Administrative Assistant	0.50	17.51	<u>\$17,139.20</u>
3	SUBTOTAL ADMINISTRATIVE SALARIES			\$40,487.77
4	ADMINISTRATIVE SERVICE			
5	BENEFITS <sup>(3)</sup> (18.5%)			\$7,490.24
6	SUBTOTAL ADMINISTRATIVE			
7	SALARIES/BENEFITS			<u>\$47,978.01</u>
8	TOTAL ALL SALARIES AND BENEFITS			\$525,926.02
9	<u>SERVICES AND SUPPLIES</u>			
10	Equipment			\$1,000.00
11	Office Expense			\$6,000.00
12	Program Expense			\$5,958.33
13	Telephone			\$7,800.00
14	Training/Travel			\$3,000.00
15	Mileage/Fuel <sup>(4)</sup>			\$29,000.00
16	Vehicle Costs			\$18,888.00
17	Furniture			<u>\$500.00</u>
18	SUBTOTAL SERVICES AND SUPPLIES			\$72,146.33
19	<u>OPERATING EXPENSES</u>			
20	Facilities/Maintenance Expense			\$14,581.49
21	Utilities			\$5,000.00
22	Insurance			<u>\$3,600.00</u>
23	SUBTOTAL OPERATING EXPENSES			\$23,181.49
24	Indirect Costs <sup>(5)</sup>			\$36,746.16
25	In-Kind Donations/Services			\$65,800.00
26	TOTAL SALARIES, BENEFITS, SERVICES			
27	AND SUPPLIES, AND OPERATING			
28	EXPENSES			\$723,800
	Less Match <sup>(5)</sup> (at least 10% TOTAL)			(65,800)
	<b>TOTAL MAXIMUM COUNTY OBLIGATION</b>			
	<b>FOR FY 2019-20</b>			<b>\$658,000</b>

12.3 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<sup>(1)</sup></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	1.00	\$15.91	\$30,668.46
Program Supervisor	1.00	\$24.40	\$48,193.29
Monitored and Supervised Visitation Specialist Eng./Spanish	6.00	\$18.04	\$210,297.98
Transportation Specialist English/Spanish	2.00	\$16.97	\$65,718.12
Scheduler/Program Coordinator English/Spanish	1.00	\$20.69	<u>\$40,526.17</u>
SUBTOTAL DIRECT SERVICE SALARIES			\$428,263.08
DIRECT SERVICE BENEFITS <sup>(3)</sup> (14.2%)			\$60,467.50
TOTAL DIRECT SALARIES AND BENEFITS			\$488,730.58
<u>ADMINISTRATIVE POSITIONS</u>			
Program Director	0.075	47.21	\$7,146.34
Regional Programs Director	0.075	54.64	\$8,293.75
Executive Director	0.05	82.75	\$8,433.83
Administrative Assistant	0.50	18.04	<u>\$17,524.83</u>
SUBTOTAL ADMINISTRATIVE SALARIES			\$41,398.75
ADMINISTRATIVE SERVICE BENEFITS <sup>(3)</sup> (18.5%)			\$7,658.77
SUBTOTAL ADMINISTRATIVE SALARIES/BENEFITS			<u>\$49,057.52</u>
TOTAL ALL SALARIES AND BENEFITS			\$537,788.10
<u>SERVICES AND SUPPLIES</u>			
Equipment			\$0.00
Office Expense			\$3,000.00
Program Expense			\$2,050.96
Telephone			\$7,800.00
Training/Travel			\$500.00

1	Mileage/Fuel <sup>(4)</sup>	\$29,000.00
2	Vehicle Costs	\$17,488.00
3	Furniture	<u>\$0.00</u>
4	SUBTOTAL SERVICES AND SUPPLIES	\$59,838.96
5	<u>OPERATING EXPENSES</u>	
6	Facilities/Maintenance Expense	\$14,200.00
7	Utilities	\$5,000.00
8	Insurance	<u>\$3,600.00</u>
9	SUBTOTAL OPERATING EXPENSES	\$22,800.00
10	Indirect Costs <sup>(5)</sup>	\$37,572.94
11	In-Kind Donations/Services	\$65,800.00
12	TOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES	\$723,800
13	Less Match <sup>(5)</sup> (at least 10% TOTAL)	(65,800)
14	<b>TOTAL MAXIMUM COUNTY OBLIGATION FOR FY 2020-21</b>	<b>\$658,000</b>
15	<b>TOTAL CONTRACT MAXIMUM COUNTY OBLIGATION</b>	<b>\$1,974,000.00</b>

(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) ~~Medical~~, 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 ~~and, for staff assigned at least 1.00 FTE,~~ Tax, based on the current prevailing rates; and vacation accrual limited to ~~period~~the amount of ~~employment~~vacation time earned during



1 the ~~term~~ fiscal year in which such expense is claimed. The overall benefit  
 2 rate shall not exceed the actuarial salary expense claimed. The overall benefit  
 3 rate shall not exceed 14.2% for direct service staff and 18.5% for  
 4 administrative staff of ~~this Agreement and contingent upon availability of~~  
 5 ~~funding~~ the actual salary expense claimed.

6 <sup>(4)</sup> Mileage is limited to the amount allowed by IRS.

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

13 12.4 Expense for extra pay, including, but not limited to, overtime,  
 14 stipends, bonuses, staff incentives, severance pay, etc., will not be eligible  
 15 for reimbursement under this Agreement unless authorized in writing by the  
 16 ADMINISTRATOR. Such authorization shall be considered as an exception and may  
 17 be approved, on a case-by-case basis, at the sole discretion of ADMINISTRATOR.

18 12.5 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written  
 19 notice, to add, delete, or modify line items and/or amounts and/or the number  
 20 and type of FTE positions without changing COUNTY's maximum obligation, as  
 21 stated in Subparagraph 19.1 of this Agreement or reducing the level of service  
 22 to be provided by CONTRACTOR.

23 12.6 In the event that the annual budget referenced in Subparagraph  
 24 12.1 of Exhibit A is modified, the modified budget shall remain in effect for  
 25 the remainder of the contract term, unless superseded by subsequent budget  
 26 modification(s) that have been approved in writing by ADMINISTRATOR. The  
 27 annual budget beginning on July 1<sup>st</sup> of each fiscal year shall be identical to  
 28 the most recently modified annual budget. Under no circumstances shall funds

1 unspent in one fiscal year carry over to another fiscal year.

2 ~~11.2~~12.7 Further, in accordance with Subparagraph 44.4 of this  
3 Agreement, in the event ADMINISTRATOR reduces the maximum obligation as stated  
4 in Subparagraph 19.1, CONTRACTOR and ADMINISTRATOR may mutually agree, in  
5 writing, to proportionately reduce the service goals as set forth in this  
6 Exhibit A.

7 ~~12.13~~.STAFF

8 CONTRACTOR's direct service staff shall be ~~fluent~~:

9 ~~12.1~~13.1 Fluent in and possess the ability to prepare written reports  
10 in English.

11 ~~12.2~~13.2 Complete ~~DMV~~Department of Motor Vehicles background check,  
12 and TB testing.

13 13.3 When applicable, proficient in the ability to speak and write in  
14 the specified second language (Spanish or Vietnamese).

15 13.4 Requirement for Bilingual Staff Positions~~CONTRACTOR's direct~~  
16 ~~service staff~~

17 CONTRACTOR shall ~~be Proficient~~provide:

18 ~~12.2~~13.4.1 Staff proficient in the ability to speak and  
19 write in the specified second language (Spanish or Vietnamese).

20 ~~12.3~~;

21 ~~CONTRACTOR shall provide:~~

22 ~~12.3~~13.4.2 A minimum seventy-five percent (75%) of direct  
23 service staff to be proficient in Spanish.

24 ~~12.3~~13.4.3 Direct service staff proficient in Vietnamese,  
25 as necessary, to serve the needs of Vietnamese ~~monolingual FAMILIES~~speaking  
26 CLIENTS.

27 13.5 Proof of education and experience may be required. Any exceptions  
28 to minimum qualifications shall require pre-approval in writing from the

1 ADMINISTRATOR.

2 13.6 Only qualified staff employed by CONTRACTOR meeting the following  
3 criteria will be authorized to transport SSA CLIENTS/VISITORS. CONTRACTOR's  
4 staff must have a valid Class "C" California driver license with no serious  
5 traffic violations and must carry proof of current automobile insurance, which  
6 can be verified by a clearance from the DMV.

7 13.7 CONTRACTOR's staff that transport children will be trained and  
8 comply with the National Highway Traffic Safety Administration (NHTSA) child  
9 safety seat laws and obey posted traffic laws.

10 ~~12.4.1~~13.8 CONTRACTOR shall provide the following described staff  
11 positions:

12 ~~12.4.1~~13.8.1 Program Supervisor ~~I~~:

13 ~~12.4.1.1~~13.8.1.1 Oversee daily operation of the  
14 Monitored and Supervised Visitation with Transportation Services program.

15 ~~12.4.1.2~~13.8.1.2 ~~Recruit, hire, train~~Recruits, hires,  
16 ~~trains~~, and ~~supervises~~supervises all direct service staff and scheduler.

17 ~~12.4.1.3~~13.8.1.3 ~~Ensure~~Ensures visitations are  
18 scheduled in a timely manner, appropriate staff is assigned to CLIENTS and  
19 VISITORS, and communication remains open among CONTRACTOR staff,  
20 ADMINISTRATOR, CLIENTS, VISITORS and caregivers.

21 ~~12.4.1.4~~13.8.1.4 ~~Review~~Reviews and ~~approve~~approves in  
22 writing, all "Monitored Visitation ~~Summaries,~~"Summary", pursuant to  
23 Subparagraph ~~8.1.1~~1.1 of this Exhibit BA.

24 ~~12.4.1.5~~13.8.1.5 Ensure program meets all contractual  
25 compliance requirements, guidelines, outcomes, goals, and objectives.

26 13.8.1.6 One (1) hour of individual supervision per  
27 week to Monitored Visitation Specialist and two (2) hours of group supervision  
28 per month.

1 13.8.1.7 Two (2) hours of individual supervision per  
 2 month to Transportation Specialist and one (1) hour of group supervision per  
 3 month.

4 Minimum Qualifications

5 ~~12.4.1.6~~ 13.8.1.8 Bachelor's degree in psychology,  
 6 sociology, social work, or a related field.

7 ~~12.4.1.7~~ 13.8.1.9 Minimum ~~one (1) year~~ two (2) years  
 8 of experience providing direct services in the human services field.

9 ~~12.4.1.8~~ 13.8.1.10 Experience working with children,  
 10 adolescents, and families.

11 ~~12.4.1.9~~ 13.8.1.11 ~~Supervisory~~ Prior supervisory  
 12 experience in administration and human services or related field.

13 ~~12.4.1.10~~ 13.8.1.12 Experience in the dynamics of abuse  
 14 and neglect, and family systems.

15 ~~12.4.1.11~~ 13.8.1.13 An understanding of cultural  
 16 dynamics regarding service population.

17 ~~12.4.1.12~~ 13.8.1.14 Knowledge of and skills in  
 18 assessment and intervention.

19 ~~12.4.1.13~~ 13.8.1.15 Understanding of Child Abuse and  
 20 Mandatory Reporting laws.

21 ~~12.4.1.14~~ 13.8.1.16 Knowledge of resources in the  
 22 community and ability to collaborate with other agencies.

23 ~~12.4.1.15 Ability to collaborate with other agencies.~~

24 ~~12.4.2~~ 13.8.2 Monitored Visitation Specialist

25 Duties:

26 ~~12.4.2.1~~ 13.8.2.1 Oversee monitored and supervised  
 27 visitations, pursuant to Subparagraphs ~~4.34.2~~ and ~~4.44.3~~ of this Exhibit BA.

28 ~~12.4.2.2~~ 13.8.2.2 Transport clients to and from

1 visits, pursuant to Subparagraph ~~4.5~~4.4 of this Exhibit BA.

2 ~~12.4.2.3~~13.8.2.3 Complete “Monitored Visitation  
3 Summary” for each visit, pursuant to Subparagraph ~~8.1~~11.1 of this Exhibit BA,

4 ~~12.4.2.4~~13.8.2.4 Provide notification of terminated  
5 visits, in accordance with Subparagraph ~~5.8.24~~2.9 of this Exhibit BA.

6 ~~12.4.2.5~~13.8.2.5 Manage visitation scheduling and  
7 reporting of VISITORS who fail to attend a scheduled visitation, in accordance  
8 to Subparagraph ~~5.6~~5.13 of this Exhibit BA.

9 ~~12.4.2.6~~13.8.2.6 Ensure visitation setting is  
10 appropriate and provides for ~~CLIENT’S~~CLIENT’s safety.

11 ~~12.4.2.7~~13.8.2.7 Ensure CLIENT and VISITOR adhere to  
12 all court ordered rules regarding physical contact and subject matter while  
13 maintaining the family’s dignity.

14 ~~12.4.2.8~~13.8.2.8 Ensure CLIENT(S) and VISITOR(S)  
15 remain continuously within sight and hearing distance during the entire  
16 monitored visit, pursuant to ~~Subparagraph~~Subparagraphs ~~4.3.2.8~~4.2.7 and 4.2.12  
17 of this Exhibit BA.

18 ~~12.4.2.9~~13.8.2.9 Review CLIENT’s records and previous  
19 visitation summaries for any safety alerts regarding the CLIENT or the  
20 VISITOR, such as aggressive behaviors, restraining orders, domestic violence,  
21 or serious medical alerts such as seizures.

22 ~~12.4.2.10~~13.8.2.10 Be familiar with CONTRACTOR’s  
23 protocols for addressing these safety alerts in case of an emergency.

24 ~~12.4.2.11~~13.8.2.11 Document observations from each  
25 visit, including no shows, pursuant to Subparagraph ~~5.6~~4.2.20 of this Exhibit  
26 BA, and submit to Program Supervisor ~~I~~ for review and signature.

27 ~~12.4.2.12~~13.8.2.12 Maintain monthly telephonic contact  
28 with ~~Social Worker~~SSW to advise of status and concerns about each visit.

1 13.8.2.13 Remain aware and alert during visits that can  
2 last up to six (6) hours.

3 13.8.2.14 Recognize symptoms of problem behavior and  
4 conditions of adults and children indicative of inappropriate interactions  
5 between them, and intervene appropriately. Identify when and how to terminate  
6 a monitored visitation.

7 13.8.2.15 Devise and implement action plans in the  
8 event of an emergency.

9 13.8.2.16 Work effectively with others under stressful  
10 conditions.

11 13.8.2.17 Drive long distances.

12 Minimum Qualifications:

13 ~~12.4.2.13~~ 13.8.2.18 Bachelor's degree in psychology,  
14 social work, human behavior or a related field, and six (6) months of  
15 experience working with children and families in a social service setting; or

16 ~~12.4.2.14~~ 13.8.2.19 Associate of Arts degree in human  
17 behavior, and two (2) years of experience working with children and families  
18 in a social service setting.

19 ~~12.4.2.15~~ 13.8.2.20 An understanding of the juvenile  
20 dependency court system and the dynamics of child abuse.

21 ~~12.4.2.16 Ability to:~~

22 ~~12.4.2.17~~ 13.8.2.21

23 ~~11.4.2.15.1~~ Remain aware and alert during visits that can last up to ~~four (4)~~  
24 six (6) hours.

25 ~~12.4.2.18~~ 13.8.2.22

26 ~~11.4.2.15.2~~ Recognize symptoms of problem behavior and conditions of adults  
27 and children indicative of inappropriate interactions between them, and ~~to~~  
28 intervene appropriately. Identify when and how to terminate a monitored

1 visitation.

2 ~~12.4.2.19~~13.8.2.23

3 ~~11.4.2.15.3~~ Devise and implement action plans in the event of an emergency.

4 ~~11.4.2.15.4~~ Identify when and how to terminate  
5 a monitored visitation.

6 ~~12.4.2.20~~13.8.2.24

7 ~~11.4.2.15.5~~ Work effectively with others under ~~sometimes~~  
8 stressful conditions.

9 ~~12.4.2.21~~13.8.2.25

10 ~~11.4.2.15.6~~ Drive long distances.

11 ~~12.4.2.22~~ Valid Class C California driver's license,  
12 proof of automobile insurance that can be verified by a clearance from the  
13 California DMV, and driving record with no serious traffic violations.

14 ~~12.4.3~~13.8.3 Transportation Specialist

15 Duties:

16 ~~12.4.3.1~~13.8.3.1 Transport VISITORSVISITOR(S) and  
17 CLIENTSCLIENT(S) to and from visitation sites, including out-of-county sites.

18 ~~12.4.3.2~~13.8.3.2 Manage visitation scheduling and  
19 report to the ~~assigned social worker~~SSW if a CLIENT or VISITOR fails to  
20 utilize pre-scheduled transportation arrangements, in accordance to  
21 Subparagraph ~~4.5~~4.4.10 of this Exhibit BA.

22 ~~12.4.3.3~~13.8.3.3 Record dates, times, mileage of  
23 visits, and problems occurring during the transport.

24 ~~12.4.3.4~~13.8.3.4 Report problems occurring during the  
25 transport to Program Supervisor the same day. Shall not be authorized to  
26 monitor visits.

27 Minimum Qualifications:

28 ~~12.4.3.5~~13.8.3.5 High school diploma or equivalency.

1 ~~12.4.3.6~~ 13.8.3.6 Minimum twenty-one (21) years of  
2 age.

3 ~~12.4.3.7~~ 13.8.3.7 Minimum eight (8) hours of training  
4 in topics, including dependency and financial services specific to service  
5 population prior to working with ~~FAMILIES~~ CLIENTS.

6 13.8.3.8 Demonstrate understanding of families in  
7 crisis and desire to help others.

8 13.8.3.9 Must successfully complete, in addition to  
9 the driver safety program referenced in Subparagraph 13.7 of this Exhibit A, a  
10 refresher course every year thereafter during the term of this Agreement.

11 ~~12.4.3.8~~ 13.8.3.10 Minimum twenty-one (21) years of  
12 age.

13 13.8.3.11 Minimum eight (8) hours of training in  
14 topics, including dependency and financial services specific to service  
15 population prior to working with CLIENTS.

16 ~~12.4.3.9~~ 13.8.3.12 Demonstrate understanding of  
17 families in crisis and desire to help others.

18 ~~12.4.3.10 Valid Class C California driver's license,  
19 proof of automobile insurance that can be verified by a clearance from the  
20 California DMV, and driving record with no serious traffic violations.~~

21 ~~12.4.3.11 Must successfully complete:~~

22 ~~11.4.3.11.1 In addition to the driver's safety  
23 program referenced in Subparagraph 4.8.1.2.1 of this Exhibit B, a refresher  
24 course every year thereafter during the term of this Agreement.~~

25 ~~12.4.4 Student Intern and/or Volunteer~~

26 ~~12.4.4.1 Under the supervision of  
27 Program Supervisor I or Monitor Visitation Specialist, provide supplemental  
28 services and additional resources to program and/or CLIENTS as needed.~~



~~12.4.4.2~~ Minimum of twenty-one  
(21) years of age.

~~12.4.4.3~~ Minimum six (6) months experience in the human  
services field providing direct services to children and/or families.

~~12.4.4.4~~ Applicable to Student Intern only: Must be  
enrolled in a Bachelor's degree program in social work, sociology, psychology,  
or a related field.

~~12.4.5~~ 13.8.4 Scheduler/Program Coordinator

Duties:

~~12.4.5.1~~ 13.8.4.1 Ensure that visits are schedule in a  
timely manner and that appropriate staff are assigned to ~~CLIENTS~~ CLIENT(S).

~~12.4.5.2~~ Ensure program maintains open communication  
with CFS staff and Calls/texts to CLIENTS.

~~12.4.5.3~~ 13.8.4.2 Ensure program meets the cultural  
and linguistic needs/VISITORS to remind them of ~~CLIENTS~~ visits.

~~12.4.5.4~~ Manage family crisis and handle crisis calls  
from CONTRACTOR's staff.

~~12.4.5.5~~ Coordinate seamless services between Monitored  
Visitation Specialists and Transportation Specialists.

~~12.4.5.6~~ Answer all requests for transportation and  
monitored visitation services.

~~12.4.5.7~~ Contact referring social worker for additional  
information when needed.

13.8.4.3 Compiles and sends report to SSA.

13.8.4.4 Ensures contract compliance for referrals.

13.8.4.5 Monitors adherence to contract timelines.

~~12.4.5.8~~ 13.8.4.6 Ensure ADMINISTRATOR is notified in  
writing of all scheduled visits, transports, and no shows.

~~12.4.5.9 Notify assigned social workers when extensions are due if services need to be continued beyond the authorized service period.~~

13.8.4.7 ~~Notify assigned social workers~~Contact referring SSW for additional information when needed.

13.8.4.8 Provides written summaries of visits to ADMINISTRATOR, within in the guidelines specified.

~~12.4.5.10~~13.8.4.9 Notify SSW when services have been terminated due to no shows or when services expiring when an extension was not received by CONTRACTOR.

///

Minimum Qualifications:

~~12.4.5.11 High school diploma or equivalency.~~

13.8.4.10 Bachelor's degree.

~~12.4.5.12~~13.8.4.11 Minimum of two (2) years of experience working in a ~~social~~ human services, administration or related program.

13.8.4.12 ~~Demonstrate an understanding of the needs of families~~Current Cardiopulmonary Resuscitation (CPR)/First Aid basic certification.

~~12.4.5.13 Bilingual in crisis.~~

~~12.4.5.14~~13.8.4.13 ~~Experience with scheduling~~English and ~~tracking systems~~Spanish.

~~12.4.5.15 Proficiency in Microsoft Office Products.~~

~~12.4.6 Clerk~~

13.8.5 ~~Program Director~~Program Director

Duties:

~~12.4.6.1 Perform general administrative support and office duties, such as answer telephone calls, word processing, set up program~~

~~filing.~~

~~12.4.6.2 Assist staff in locating resources to meet CLIENT needs.~~

13.8.5.1 \_\_\_\_\_ Responsible for providing program direction and leadership.

13.8.5.2 Oversees program implementation.

13.8.5.3 Monitors program compliance, budget, and evaluation.

Minimum Qualifications:

~~12.4.6.3 High school diploma or equivalency.~~

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

~~12.4.6.4~~ 13.8.5.5 Minimum ~~two~~ (2) ~~three~~ (3) years of ~~general office experience~~ experience administrating human services and/or social services programs.

~~12.4.6.5 Proficiency in Microsoft Office Products.~~

~~12.4.7 Bookkeeper~~

13.8.6 \_\_\_\_\_ Regional Program Director

Duties:

~~12.4.7.1 Analyze monthly expenditures and prepare monthly invoice.~~

13.8.6.1 ~~Prepare annual budgets,~~ Provides direct contract oversight and leadership.

13.8.6.2 Oversees planning, implementation and coordination of program ~~books~~ policies and procedures.

~~12.4.7.2~~ 13.8.6.3 Responsible for ~~audits,~~ budgeting and ~~bank reconciliations~~ fiscal performance.

///

Minimum Qualifications:

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

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

13.8.7 Executive Director

Duties:

~~12.4.7.3 Assist with analysis of internal controls.~~

13.8.7.1 \_\_\_\_\_Leads program and resource development agency-wide.

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

13.8.7.3 Leads community involvement activities and fund development.

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

Minimum Qualifications:

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

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

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

13.8.8 Administrative Assistant

Duties:

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

1 13.8.8.2 Ensures cleanliness of visitation center and  
2 equipment and toys are in working order.

3 13.8.8.3 Provides backup scheduling and communications  
4 when Scheduler/Program Coordinator is out of the office.

5 Minimum Qualifications:

6 13.8.8.4 Associates of Arts degree.

7 ~~12.4.7.4~~ 13.8.8.5 Minimum of two (2) years ~~of prior~~  
8 ~~accounting and/or billing~~ experience in human services or administration.

9 ~~12.4.7.5 High school diploma or equivalency.~~

10 ~~12.4.7.6 Completion of college level bookkeeping and~~  
11 ~~accounting courses.~~

12 ~~12.4.7.7 Excellent analytical skills.~~

13 ~~12.4.7.8 Proficiency in Microsoft Excel.~~

14 ~~##~~

15 ~~##~~

16 13.8.8.6 Current CPR and First Aid basic  
17 certification.

18 13.9 Staff Training

19 13.9.1 CONTRACTOR shall require staff, at minimum, an initial  
20 training course on child abuse and/or the effects of trauma on children, and a  
21 training course on spousal/partner abuse/domestic violence issues which must  
22 be completed within six (6) months of hiring date for the following staff:  
23 Program Supervisor, Monitored Visitation Specialist, and Transportation  
24 Specialist. In addition, the identified staff must complete an annual  
25 refresher course on topics that discuss child abuse or domestic violence or  
26 trauma to children.

27 13.9.2 Contractor shall be required to send staff to County  
28 sponsored training, as requested by SSA.

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13.9.3 MVS and Transportation Specialist staff shall have current CPR and First Aid Basic certification.

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

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