

AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

ORANGEWOOD CHILDREN'S FOUNDATION

FOR THE PROVISION OF

~~EMANCIPATION AND~~ INDEPENDENT LIVING PROGRAM SERVICES

~~THIS~~ This AGREEMENT, entered into this 1st day of July ~~2014~~ 2017, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and ORANGEWOOD CHILDREN'S FOUNDATION, 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 ~~Emancipation and~~ Independent Living Program Services; and

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

WHEREAS, such contracts are authorized and provided for pursuant to Welfare and Institutions Code Section 10609.4:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 1, 2014 2017, and terminate on June 30, 2017 2020, unless earlier terminated pursuant to the provisions of Paragraph 43 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. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, for up to twelve (12) additional months upon the same terms and conditions, provided that COUNTY's maximum obligation as stated in Subparagraph 19.1 of this Agreement does not increase as a result.

2. ALTERATION OF TERMS

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

3. STATUS OF CONTRACTOR

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

services to be provided during the course and scope of their employment.

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

4. DESCRIPTION OF SERVICES, STAFFING

4.1 CONTRACTOR agrees to provide those services, facilities, equipment and supplies as described in the Exhibit "A" to the Agreement between County of Orange and Orangewood ~~Children's~~ Foundation, for the Provision of ~~Emancipation and~~ Independent Living Program Services, attached hereto and incorporated herein by reference: CONTRACTOR shall operate continuously throughout the term of this Agreement with the number and type of staff described and as required for provision of services hereunder ~~pursuant to the personnel disclosure provisions of this Agreement.~~

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

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

5. LICENSES AND STANDARDS

5.1 CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange and all other appropriate governmental agencies **to perform the services described in this Agreement**, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws

1 applicable to sexual harassment and ethical behavior.

2 5.2 In the performance of this Agreement, CONTRACTOR shall comply,
3 ~~unless waived in whole or in part by ADMINISTRATOR~~, with all applicable
4 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
5 the Code of Federal Regulations (CFR); ~~Federal Office of Management and Budget~~
6 ~~(OMB) Circulars A-21, A-122, and A-87~~ implementing regulations under 2 CFR
7 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit
8 Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable
9 laws and regulations of the United States, State of California, County of
10 Orange Social Services Agency and all administrative regulations, rules and
11 policies adopted thereunder as each and all may now exist or be hereafter
12 amended.

13 5.2.1 For Federally funded Agreements in the amount of \$25,000
14 or more, CONTRACTOR certifies that ~~said Agency's~~ **its** officers and/or
15 principals are not debarred or suspended from Federal financial assistance
16 programs 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 \$25,000 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 twenty-five
18 thousand dollars (\$25,000) 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 \$25,000:

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 twenty-five thousand dollars
27 (\$25,000) during the term of this Agreement. CONTRACTOR's proposed procurement
28 system shall take into consideration such factors as: degree of price

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

Upon ADMINISTRATOR's approval of CONTRACTOR's proposed procurement system, CONTRACTOR shall comply with such procurement system in obtaining subcontracts with a total cost in excess of twenty-five thousand dollars (\$25,000) during the term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written consent prior to entering into a subcontract with any organization when the total cumulative cost of services to be provided by that organization is anticipated to exceed twenty-five thousand dollars (\$25,000) during the term of this Agreement.

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

7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

7.1 Form of Business Organization:

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

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

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 in
6 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

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

6 8. NON-DISCRIMINATION

7 8.1 In the performance of this Agreement, CONTRACTOR agrees that it
8 shall not engage nor employ any unlawful discriminatory practices in the
9 admission of clients, provision of services or benefits, assignment of
10 accommodations, treatment, evaluation, employment of personnel or in any other
11 respect on the basis of ~~sex, race, color, ethnicity, national origin,~~
12 ~~ancestry, religion, age, marital status, medical condition, sexual~~
13 ~~orientation, sexual preference, physical or mental disability~~ race, religious
14 creed, color, national origin, ancestry, physical disability, mental
15 disability, medical condition, genetic information, marital status, sex,
16 gender, gender identity, gender expression, age, sexual orientation, military
17 and veteran status or any other protected group in accordance with the
18 requirements of all applicable Federal or State laws.

19 8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
20 meets the lawful and applicable requirements of the U.S. Department of Health
21 and Human Services.

22 8.3 CONTRACTOR shall furnish any and all information requested by
23 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
24 books, records and accounts in order to ascertain CONTRACTOR's compliance with
25 Paragraph 8 et seq.

26 8.4 CONTRACTOR shall comply with Executive Order 11246, entitled
27 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
28 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

8.5 Non-Discrimination in Employment:

8.5.1 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to ~~sex, race, color, ethnicity, national origin, ancestry, religion, age, marital status, medical condition, sexual orientation, sexual preference, physical or mental disability~~ 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 or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

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

California Department of Social Services

Public Inquiry and Response Bureau

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

Sacramento, CA 95814

Telephone: (800) 952-5253

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

8.6 Non-Discrimination in Service Delivery:

8.6.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections

11135-11139.5, as amended; CGC Section 12940 (c), (h) ~~(1)~~, (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413 ~~Title 24, CCR Section 3105A(e)~~; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action and Nondiscrimination as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the CDSS Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of Subparagraph 8.6 et seq.

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

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

8.6.2.2 Discrimination Complaint Form

8.6.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

9. NOTICES

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

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

CONTRACTOR: Orangewood Foundation
1575 East 17th Street
Santa Ana, CA 92705

9.2 All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any notices, claims, correspondence, reports and/or statements authorized or required by this Agreement addressed in any other

1 fashion shall be deemed not given. ~~ADMINISTRATOR and CONTRACTOR may mutually~~
2 ~~agree in writing to change the addresses to which notices are sent.~~ The
3 Parties each may designate by written notice from time to time, in the manner
4 aforesaid, any change in the address to which notices must be sent.

5 10. NOTICE OF DELAYS

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

11 11. INDEMNIFICATION

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

25 12. INSURANCE

26 12.1 Prior to the provision of services under this Agreement,
27 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
28 and to deposit with ADMINISTRATOR Certificates of Insurance, including all

endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees and to keep such insurance coverage, Certificates of Insurance and endorsements and the certificates therefore on deposit with ADMINISTRATOR during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions set forth herein for CONTRACTOR.

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

12.3 ~~CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.~~

12.4 All self-insured retentions (SIRs) ~~and deductibles~~ shall be clearly stated on the Certificate of Insurance. ~~If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage.~~ Any self-insured retention (SIR) ~~or deductible~~ in an amount in excess of \$25,000 ~~fifty thousand dollars (\$50,000) (\$5,000 for automobile liability)~~, shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management COUNTY's Risk Manager, or designee.

1 upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's
2 SIR is approved, CONTRACTOR, in addition to, and without limitation of, any
3 other indemnity provision(s) in the Agreement, agrees to all of the following:

4 12.4.1 In addition to the duty to indemnify and hold COUNTY
5 harmless against any and all liability, claim, demand or suit resulting from
6 CONTRACTOR's, its agent's, employee's or subcontractor's performance of this
7 Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with
8 counsel approved by Board of Supervisors against same; and

9 12.4.2 CONTRACTOR's duty to defend, as state above, shall be
10 absolute and irrespective of any duty to indemnify or hold harmless; and

11 12.4.3 The provisions of California Civil Code Section 2860
12 shall apply to any and all actions to which the duty to defend state above
13 applies, and CONTRACTOR'S SIR provisions shall be interpreted as though
14 CONTRACTOR was an insurer and COUNTY was the insured.

15 12.5 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
16 the full term of this Agreement, COUNTY may terminate this Agreement.

17 12.6 Qualified Insurer:

18 ~~12.6.1 Minimum insurance company ratings as determined by the~~
19 ~~most current edition of the Best's Key Rating Guide/Property-Casualty/United~~
20 ~~States shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size~~
21 ~~Category).~~

22 12.6.2 The policy or policies of insurance required herein must
23 be issued by an insurer licensed to do business in the State of California
24 (California Admitted Carrier). If the insurer is a non-admitted carrier in the
25 State of California and does not meet or exceed an A.M. Best rating of A-
26 /VIII, CEO/Office of Risk Management retains the right to approve or reject
27 carrier after a review of the company's performance and financial ratings. If
28 the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-

/VIII, ADMINISTRATOR can accept the insurance.

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

12.9 Required Coverage Forms:

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

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

12.10 Required Endorsements:

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

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

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

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

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

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

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

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

~~12.13 All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, and members of the Board of Supervisors its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.~~

~~12.14 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors its elected and appointed officials, officers, agents and employees.~~

~~13.12 All insurance policies required by this Agreement shall give the COUNTY of Orange thirty (30) days' notice in the event of cancellation and ten (10) days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.~~

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

12.16 If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain Professional Liability coverage for

two (2) years following completion of this Agreement.

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

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

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

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

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

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

13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

CONTRACTOR shall report to COUNTY:

13.1 Any accident or incident relating to services performed under this

1 Agreement ~~which~~ that involves injury or property damage which may result in
2 the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such
3 report shall be made in writing within twenty-four (24) hours of occurrence.

4 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
5 from or ~~related~~ relating to services performed by CONTRACTOR under this
6 Agreement. Such report shall be submitted to COUNTY within twenty-four (24)
7 hours of occurrence.

8 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
9 property. Such report shall be submitted to COUNTY within twenty-four (24)
10 hours of occurrence.

11 13.4 Any loss, disappearance, destruction, misuse or theft of any kind
12 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR
13 under the term of this Agreement. Such report shall be submitted to COUNTY
14 within twenty-four (24) hours of occurrence.

15 14. CONFLICT OF INTEREST

16 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
17 any actions or conditions that could result in a conflict with the best
18 interests of COUNTY. This obligation shall apply to CONTRACTOR and
19 CONTRACTOR's employees, volunteers, agents, relatives, subcontractors and
20 third parties associated with accomplishing the work hereunder.

21 14.2 CONTRACTOR's efforts shall include, but not be limited to,
22 establishing precautions to prevent its employees or agents from making,
23 receiving, providing, or offering gifts, entertainment, payments, loans or
24 other considerations which could be deemed to appear to influence individuals
25 to act contrary to the best interests of COUNTY.

26 15. ANTI-PROSELYTISM PROVISION

27 No funds provided directly to institutions or organizations to provide
28 services and administer programs under Title 42 United States Code (USC)

Section 604a(a)(1)(A) shall be expended for sectarian worship, instruction, or proselytization, except as otherwise permitted by law.

16. SUPPLANTING GOVERNMENT FUNDS

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

17. EQUIPMENT

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

CONTRACTOR further agrees to the following:

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

17.1.2 To label all items of Capital Equipment, do periodic

inventories as required by ADMINISTRATOR and to maintain an inventory list showing where and how the Capital Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request therefore.

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

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

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

17.3 Personal Computer Equipment:

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

18. BREACH SANCTIONS

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, ~~in its sole discretion~~ and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Agreement:

18.1 Afford CONTRACTOR a time period within which to cure the breach, which period shall be established ~~at the sole discretion of~~ by ADMINISTRATOR; and/or

18.2 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

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

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 \$398,874 per year, for an aggregate total of \$1,196,622 for three (3) years~~ not exceed the amount of \$1,196,622: the amount of \$398,874 for July 1, 2017 through June 30, 2018; the amount of \$398,874 for July 1, 2018 through June 30, 2019; and the amount of \$398,874 for July 1, 2019 through June 30, 2020, or actual allowable costs, whichever is less.

19.2 Allowable Costs and Usage:

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, listed above, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Agreement, as defined in ~~OMB Circular A-122~~ 2 CFR, Part 230 or as approved by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for June ~~2015~~ 2018, June ~~2016~~ 2019, and June ~~2017~~ 2020.

1 during the month of such anticipated expenditure.

2 19.3 Match:

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

12 19.4 Claims:

13 19.4.1 CONTRACTOR shall submit monthly ~~reimbursement~~ claims to
14 be received by ADMINISTRATOR no later than the twentieth (20th) calendar day
15 of the month for expenses incurred in the preceding month. In the event the
16 twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR
17 shall submit the claim the next business day. COUNTY holidays include New
18 Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents'
19 Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
20 Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

21 19.4.2 All ~~reimbursement~~ claims must be submitted on a form
22 approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit
23 supporting source documents with the monthly claim, including, inter alia, a
24 monthly statement of services, general ledgers, supporting journals, time
25 sheets, invoices, canceled checks, receipts and receiving records, some of
26 which may be required to be copied. Source documents that CONTRACTOR must
27 submit shall be determined by ADMINISTRATOR and/or ~~the~~ COUNTY's Auditor-
28 Controller. CONTRACTOR shall retain all financial records in accordance with

Paragraph 24 (Records, Inspections, and Audits) of this Agreement.

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

19.4.4 Year End and Final Claims:

~~19.4.4.1 Final claims for the term of July 1, 2014 through June 30, 2015 must be received no later than August 30, 2015 at 5:00 p.m.~~

~~19.4.4.2 Final claims for the term of July 1, 2015 through June 30, 2016 must be received no later than August 30, 2016 at 5:00 p.m.~~

~~19.4.4.3 Final claims for the term of July 1, 2016 through June 30, 2017 must be received no later than August 30, 2017 at 5:00 p.m.~~

~~Claims received after the dates specified in Subparagraphs 19.4.4.1 to 19.4.4.3 may not be reimbursed. ADMINISTRATOR may, in its sole discretion, modify the date upon which the final claim per term must be received, upon written notice to CONTRACTOR.~~

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

19.4.4.2 The basis for final settlement shall be the actual allowable costs as defined in Title 45 CFR and ~~OMB Circular A-122~~ 2 CFR, Part 230, incurred and paid by CONTRACTOR pursuant to this Agreement;

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

7 20. OVERPAYMENTS

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

21 21. OUTSTANDING DEBT

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

25 22. FINAL REPORT

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

of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the date upon which the final report must be submitted.

23. INDEPENDENT AUDIT

23.1 CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with the ~~OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations~~ 31 USC 7501 - 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The audit must be performed in accordance with generally accepted government auditing standards and ~~OMB Circular A-122~~ Title 2 CFR Part 230. CONTRACTOR shall cooperate with COUNTY, State and/or Federal agencies to ensure that corrective action is taken within six (6) months after issuance of all audit reports with regard to audit exceptions.

23.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of organization-wide audits for ~~the period July 1, 2014, through June 30, 2015, by November 30, 2015; for the period July 1, 2015, through June 30, 2016, by November 30, 2016; and for the period July 1, 2016, through June 30, 2017, by November 30, 2017~~ each of the 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 ~~in its sole discretion~~ to deny payment under this or any subsequent Agreement with CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may ~~in its sole discretion~~ modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

24. RECORDS, INSPECTIONS AND AUDITS24.1 Financial Records:

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

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

24.2 Client Records:

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

24.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Agreement. ~~All client records related to services provided under the terms of this Agreement shall be retained by CONTRACTOR~~ for a minimum of five (5) years from the date of final payment under this Agreement or until all pending COUNTY, State and Federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Agreement, CONTRACTOR shall relinquish control with respect to ~~client records~~ COUNTY data to COUNTY in accordance with Subparagraph 43.2.

24.2.3 COUNTY may refuse payment for a claim if client records

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

24.3 Public Records:

~~With the exception of client records or other records referenced in Paragraph 30, entitled Confidentiality~~ To the extent permissible under the law, all records, including but not limited to, reports, audits, notices, claims, statements and correspondence, required by this Agreement may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

24.4 Inspections and Audits:

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

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

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

designee, necessary to obtain CONTRACTOR's books and financial records.

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

24.5 Evaluation Studies:

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

25. PERSONNEL DISCLOSURE

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

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

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

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

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

25.2 Where authorized by law, CONTRACTOR's employment applications shall require applicants to provide detailed information regarding the

conviction of a crime by any court, for offenses other than minor traffic offenses. Information not disclosed in the employment application discovered subsequent to the hiring or promotion of any applicant shall be cause for termination of that employee from the performance of services under this Agreement.

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

~~Where authorized by law, CONTRACTOR shall conduct, at no cost to the COUNTY, criminal record background checks on all employees and/or volunteers who will provide services under this Agreement. Candidates will satisfy background checks consistent with and comparable to those required for COUNTY employees.~~

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

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

1 Agreement.

2 25.6 CONTRACTOR warrants that all persons employed or otherwise
3 assigned by CONTRACTOR to provide services under this Agreement have
4 satisfactory past work records and/or reference checks indicating their
5 ability to perform the required duties and accept the kind of responsibility
6 anticipated under this Agreement. CONTRACTOR shall maintain records of
7 background investigations and reference checks undertaken and coordinated by
8 CONTRACTOR for each employee and/or volunteer assigned to provide services
9 under this Agreement for a minimum of five (5) years from the date of final
10 payment under this Agreement or until all pending COUNTY, State and Federal
11 audits are completed, whichever is later, in compliance with all applicable
12 laws.

13 25.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
14 arrest and/or subsequent conviction, for offenses other than minor traffic
15 offenses, of any paid employee and/or volunteer staff performing services
16 under this Agreement, when such information becomes known to CONTRACTOR.
17 ADMINISTRATOR, ~~in its sole discretion~~, may determine whether such employee
18 and/or volunteer may continue to provide services under this Agreement and
19 shall provide notice of such determination to CONTRACTOR in writing.
20 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a
21 material breach of this Agreement, pursuant to Paragraph 18 above.

22 25.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's
23 staff performing work hereunder and any proposed changes in CONTRACTOR's
24 staff, ~~including, but not limited to, CONTRACTOR's Program Director~~.

25 25.9 COUNTY shall have the right, ~~at its sole discretion~~, to require
26 CONTRACTOR to remove any employee from the performance of services under this
27 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace
28 said personnel.

1 25.10 CONTRACTOR shall notify COUNTY immediately when staff is
2 terminated for cause from working on this Agreement.

3 25.11 Disqualification, if any, of CONTRACTOR staff, pursuant to
4 Paragraph 25, shall not relieve CONTRACTOR of its obligation to complete all
5 work in accordance with the terms and conditions of this Agreement.

6 26. EMPLOYMENT ELIGIBILITY VERIFICATION

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

24 27. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

25 27.1 In order to comply with child support enforcement requirements of
26 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
27 of the award of this Agreement:
28

1 (a) in the case of an individual contractor, his/her name, date of
2 birth, Social Security number and residence address;

3 (b) in the case of a contractor doing business in a form other than as
4 an individual, the name, date of birth, Social Security number and residence
5 address of each individual who owns an interest of ten percent (10%) or more
6 in the contracting entity;

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

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

13 27.2 The failure of CONTRACTOR to timely submit the data or
14 certifications required by subsections (a), (b), (c), or (d), or to comply
15 with all Federal and State employee reporting requirements for child support
16 enforcement or to comply with all lawfully served Wage and Earnings Assignment
17 Orders and Notices of Assignment shall constitute a material breach of this
18 Agreement, and failure to cure such breach within sixty (60) calendar days of
19 notice from COUNTY shall constitute grounds for termination of this Agreement.

20 27.3 It is expressly understood that this data will be transmitted to
21 governmental agencies charged with the establishment and enforcement of child
22 support orders, and for no other purpose.

23 28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

24 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
25 ensure that all employees, volunteers, consultants or agents performing
26 services under this Agreement report child abuse or neglect to one of the
27 agencies specified in Penal Code Section 11165.9 and dependent adult or elder
28 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 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 Section 15630 of the WIC and will comply with the provisions of these code sections as they now exist or as they may hereafter be amended.

29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

30. CONFIDENTIALITY

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

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

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

8 30.3 CONTRACTOR shall inform all of its employees, volunteers, agents,
9 subcontractors ~~volunteers~~ and partners of this provision and that any person
10 ~~knowingly and intentionally~~ violating the provisions of said California State
11 law may be guilty of a crime.

12 30.4 CONTRACTOR agrees that any and all subcontracts entered into shall
13 be subject to the confidentiality requirements of this Agreement.

14 30.5 CONTRACTOR agrees to maintain the confidentiality of its records
15 with respect to Juvenile Court matters, in accordance with WIC Section 827,
16 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
17 regarding Confidentiality, as it now exists or may hereafter be amended.

18 30.5.1 No access, disclosure or release of information regarding
19 a child who is the subject of Juvenile Court proceedings shall be permitted
20 except as authorized. If authorization is in doubt, no such information shall
21 be released without the written approval of a Judge of the Juvenile Court.

22 30.5.2 CONTRACTOR must receive prior written approval of the
23 Juvenile Court before allowing any child to be interviewed, photographed or
24 recorded by any publication or organization or to appear on any radio,
25 television or internet broadcast or make any other public appearance. Such
26 approval shall be requested through child's Social Worker.

27 **31. SECURITY**

28 31.1 CONTRACTOR shall immediately notify COUNTY of any and all

1 unauthorized disclosures of COUNTY data of which CONTRACTOR or its staff is
2 aware or has knowledge. After such notification, CONTRACTOR shall, at its own
3 expense:

4 31.1.1 Investigate to determine the nature and extent of the
5 unauthorized disclosure.

6 31.1.2 Contain the incident by, among things, attempting to
7 recover records, revoking access and/or correcting weaknesses in security.
8 CONTRACTOR shall reimburse COUNTY for all notification-related costs incurred
9 by COUNTY arising out of or in connection with the unauthorized disclosure as
10 legally required.

11 31.2 For services provided under this Agreement, CONTRACTOR shall
12 ensure that all confidential information must be held in the strictest
13 confidence, can only be accessed by those with a need to know and is protected
14 to prevent unauthorized or inadvertent access. Confidential electronic
15 information must be stored in an encrypted format. Confidential information
16 stored in a paper format must be transported, handled, secured and destroyed
17 in a manner to prevent unauthorized access.

18 32. COPYRIGHT ACCESS

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

23 33. WAIVER

24 No delay or omission by either party hereto to exercise any right or
25 power accruing upon any noncompliance or default by the other party with
26 respect to any of the terms of this Agreement shall impair any such right or
27 power or be construed to be a waiver thereof. A waiver by either of the
28 parties hereto of any of the covenants, conditions, or agreements to be

performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

34. PETTY CASH

CONTRACTOR is authorized to establish a petty cash fund in an amount not to exceed ~~two hundred and fifty dollars (\$250.00)~~ one thousand dollars (\$1,000).

35. PUBLICITY

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

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

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

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

35.2.3 COUNTY owns all rights to the name, logos and symbols of COUNTY. The use and/or reproduction of COUNTY's name and/or logo for any purpose, including commercial advertisement, promotional purposes,

announcements, displays or press releases, without COUNTY's prior written consent is expressly prohibited.

36. COUNTY RESPONSIBILITIES

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

37. REFERRALS

37.1 CONTRACTOR shall provide services to individuals referred by ADMINISTRATOR.

38. REPORTS

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

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

39. ENERGY EFFICIENCY STANDARDS

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

40. ENVIRONMENTAL PROTECTION STANDARDS

CONTRACTOR shall be in compliance with ~~Section 306 of~~ the Clean Air Act [Title 42 USC Section ~~1857(h)~~ 7401 et seq.], the Clean Water Act (Title 33 USC Section ~~1368~~ 1251 et seq.), Executive Order 11738 and Environmental Protection Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR ~~Part 15~~), as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR assures that:

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

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

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

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

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

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

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

1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in

1 connection with the awarding of any Federal contract, the making of any
2 Federal grant, the making of any Federal loan, the entering into of any
3 cooperative agreement, and the extension, continuation, renewal, amendment or
4 modification of any Federal contract, grant, loan or cooperative agreement;

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

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

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

23 42. POLITICAL ACTIVITY

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

27 43. TERMINATION PROVISIONS

28 43.1 ADMINISTRATOR may terminate this Agreement without penalty

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

12 43.2 For ninety (90) calendar days prior to the expiration date of this
13 Agreement, or upon notice of termination of this Agreement ~~Upon termination,~~
14 ~~or notice thereof,~~ ("Transition Period"), CONTRACTOR agrees to cooperate with
15 ADMINISTRATOR in the orderly transfer of service responsibilities, active case
16 records and pertinent documents. The Transition Period may be modified as
17 agreed upon in writing by the Parties. During the Transition Period, service
18 and data access shall continue to be made available to COUNTY without
19 alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
20 transitioning all data in the format determined by the COUNTY.

21 43.3 In the event of termination of this Agreement, cessation of
22 business by CONTRACTOR or any other event preventing CONTRACTOR from
23 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data
24 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if
25 requested to do so on such media as reasonably requested by COUNTY, even if
26 COUNTY is then or is alleged to be in breach of this Agreement.

27 43.4 The obligations of COUNTY under this Agreement are contingent upon
28 the availability of Federal and/or State funds, as applicable, for the

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

10 43.5 If any term, covenant, or provision of this Agreement or the
11 application thereof is held invalid, void, or unenforceable, the remainder of
12 the provisions of this Agreement shall remain in full force and effect and
13 shall in no way be affected, impaired, or invalidated thereby.

14 44. GOVERNING LAW AND VENUE

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

24 45. SIGNATURE IN COUNTERPARTS

25 The parties agree that separate copies of this Agreement may be signed
26 by each of the parties, and this Agreement will have the same force and effect
27 as if the original had been signed by all the parties.
28

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

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

By: _____ By: _____
CHRISTIAN SIMONSEN CHAIRWOMAN
ORANGEWOOD CHILDREN'S FOUNDATION OF THE BOARD OF SUPERVISORS
CHIEF EXECUTIVE OFFICER COUNTY OF ORANGE, CALIFORNIA

Dated: _____ Dated: _____

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

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
ORANGEWOOD CHILDREN'S FOUNDATION
FOR THE PROVISION OF
~~EMANCIPATION AND INDEPENDENT LIVING PROGRAM SERVICES~~

1. POPULATION TO BE SERVED

CONTRACTOR shall provide ~~Emancipation and Independent Living Program~~ (ILP) Services to youth/young adults ages sixteen (16) to twenty-one (21) years ~~or as otherwise authorized by Federal and State regulations~~, who were/are placed in out-of-home care ~~between the on or after ages of sixteen (16) and nineteen (19)~~. The population to be served as defined in this paragraph shall hereinafter be referred to as "youth/young adults".

2. ~~WORKLOAD STANDARDS GOALS, STRATEGIES AND OUTCOMES~~

~~CONTRACTOR shall:~~

2.1 ~~Provide seminars, workshops, and special events for approximately one thousand (1,000) unduplicated Youth/young adults and their caregivers per year for the term of this Agreement;~~

2.2 ~~Conduct a minimum of ten (10) seminars per year for the term of this Agreement, the dates and times of which shall be determined between CONTRACTOR and ADMINISTRATOR;~~

2.3 ~~Conduct a minimum of thirty (30) workshops per year for the term of this Agreement.~~

2.3.1 ~~Conduct a minimum of ten (10) workshops per year to~~

~~include interactive curricula for caregivers to support caregivers' participation with their youth/young adults.~~

~~2.4 Conduct a minimum of six (6) Special Events per year for the term of this Agreement. Two (2) of the six (6) Special Events must include one (1) ILP graduation and one (1) day-long ILP event.~~

2.5 CONTRACTOR shall meet the following obligations for the term of this Agreement:

2.5.1 Assign ILP Staff to each referred youth/young adult and offer services within two (2) months of the referral date to one hundred percent (100%) of the referred youth/young adults.

2.5.2 Conduct a minimum of two (2) individualized one-on-one meetings per month with a minimum of fifty percent (50%) of the Active status youth/young adults. When appropriate, CONTRACTOR may conduct one (1) of the meetings over the telephone.

2.5.3 Conduct a minimum of one (1) individualized one-on-one meeting per month with a minimum of sixty-five percent (65%) of Active status youth/young adults.

2.5.4 Conduct a minimum of one (1) individualized one-on-one meeting per quarter with a minimum of sixty-five percent (65%) of Support status youth/young. When appropriate, CONTRACTOR may conduct the meetings over the telephone, twice a year.

2.5.5 Conduct a minimum of one (1) seminar, workshop or special event per month, at dates and times that shall be determined between CONTRACTOR and ADMINISTRATOR, with space available to serve a minimum of five hundred (500) unduplicated youth/young adults per year for the term of this Agreement. These seminars, workshops or special events cannot be done in lieu of the meetings specified in Subparagraphs 2.5.2, 2.5.3 and 2.5.4.

2.5.6 CONTRACTOR and ADMINISTRATOR may mutually agree to revise

the goals stated in Subparagraph 2.5 without changing COUNTY's maximum obligation.

2.6 CONTRACTOR shall ensure the services provided, including individualized one-on-one ILP services, seminars, workshops and special events, target key domains of daily living skills, education, employment, housing, family/social support, financial responsibility and health (including mental, physical and reproductive/sexual).

2.7 CONTRACTOR shall meet the following yearly outcome objectives for the term of this Agreement:

2.7.1 Employment:

2.7.1.1 Eighty percent (80%) of Active and Support status youth/young adults will attend a COUNTY approved vocational assessment and job readiness training.

2.7.1.2 Fifty percent (50%) of Active and Support status youth/young adults will attain the employment goals outlined in their individualized ILP Services Plan as established upon entering the program.

2.7.2 Education:

2.7.2.1 Eighty percent (80%) of Active and Support status youth/young adults will attain the educational goals outlined in their individualized ILP Services Plan as established upon entering the program.

2.7.3 Family/Social Support:

2.7.3.1 Eighty percent (80%) of Active and Support status youth/young adults will establish a permanent personal relationship with at least one trusted adult (i.e., family, non-related friend, mentor).

2.7.4 Financial Responsibility:

2.7.4.1 Eighty percent (80%) of Active and Support status youth/young adults will open and maintain a checking and a savings account.

2.7.4.2 Accounts established by CONTRACTOR for youth/young adult's ILP Dollar Incentives, specified in Subparagraphs 4.25 and 12.1.4, qualify as savings accounts.

2.7.4.3 For youth/young adults under the ages of eighteen (18), the accounts established by CONTRACTOR for ILP Dollar Incentives, specified in Subparagraphs 4.25 and 12.1.4, may qualify as checking and savings accounts.

2.7.5 Health Care:

2.7.5.1 One hundred percent (100%) of Active and Support status youth/young adults will be connected to healthcare programs.

2.7.6 CONTRACTOR and ADMINISTRATOR may mutually agree to revise the outcomes stated in Subparagraph 2.7 without changing COUNTY's maximum obligation.

3. HOURS OF OPERATION

3.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s) as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, ~~from 8:00~~ 8:30 a.m. to 5:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

3.2 CONTRACTOR shall conduct one hundred (100) percent of all seminars, workshops and special events, Monday through Friday during the evening hours and on Saturdays to accommodate the non-school hour availability of the youth/young adults and their caregivers.

3.3 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after

Thanksgiving and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any holiday closure outside of COUNTY's holiday schedule or CONTRACTOR'S hours of operations (i.e. weekends). Any unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 18, and shall not be reimbursed.

4. SERVICES

CONTRACTOR shall: ~~provide individualized, in-home and community-based in-person meetings with Youth/young adult and caregiver and in-house and community based seminars, workshops and special events that support Youth/young adult with meeting their TILP goals:~~

4.1 Provide ILP services, including but not limited to resources, skills training and coaching, to youth/young adults and their caregivers to support youth/young adult's transition to self-sufficiency.

4.2 Individualized one-on-one meetings with youth/young adult in a home or community-based setting or conduct interaction through the telephone.

4.3 Provide community-based or online seminars, workshops and special events that support youth/young adults meet their Transitional Independent Living Plan (TILP) and individualized ILP Services Plan goals.

4.4 ~~Work cooperatively with ADMINISTRATOR to accept referred youth/young adults and Engage them~~ youth/young adults in ILP services that are current, relevant and consistent with the youth/young adult's Transitional Independent Living Plan TILP and individualized ILP Services Plan goals.

4.5 Conduct an assessment, within ninety (90) days of the referral date, with youth/young adult and their caregiver. The assessment shall include, but not be limited to, an evaluation of youth/young adult's current level of competency in daily living skills and areas for continued development; current educational status and future educational goals; current employment status and short-term and long-term employment goals; current

permanent connections and further connections that may be explored and/or strengthened; ~~and~~ consideration of future housing options, including transitional housing; current health management status; and areas for continued development.

4.6 Assess the caregiver's current level of involvement and areas for strengthening support for youth/young adult to pursue their goals and further develop daily living skills.

4.7 Upon completion of the assessment, in collaboration with the youth/young adult, caregiver and Social Services Agency (SSA) Senior Social Worker (SSW):

4.7.1 Develop an individualized ILP Services Plan with youth/young adult, which supports youth/young adult's TILP, both of which shall focus on how youth/young adult shall further develop daily living skills, pursue educational/employment goals, establish and maintain permanent connections, ~~and plan for future housing and develop health management skills.~~ The plan will be developed by the Independent Living Specialist ~~in collaboration with youth/young adult, caregiver, and Social Services Agency Senior Social Worker (SSW).~~ and will be based on youth/young adult's individual level of functioning, level of competency and most effective means for learning and practicing the skills ~~they~~ identified as being most important.

4.7.2 Assign youth/young adult to one of the following three (3) ILP service statuses based on the youth/young adult's consent to accept services and their TILP and individualized ILP Services Plan goals:

4.7.2.1 Active status: youth/young adults that accept services and require monthly individualized one-on-one services to attain their TILP and individualized ILP Services Plan goals.

4.7.2.2 Support status: youth/young adults that

1 accept services and require quarterly individualized one-on-one services to
2 attain their TILP and individualized ILP Services Plan goals.

3 4.7.2.3 Inactive status: youth/young adults that
4 decline services or cannot be contacted. CONTRACTOR shall inform SSW when a
5 youth/young adult has been assigned to the Inactive status.

6 4.7.3 In collaboration with youth/young adult, caregiver and/or
7 SSW, assign youth/young adult to a different ILP service status based on the
8 youth/young adult's consent to continue receiving services and/or the
9 attainment of their TILP and individualized ILP Services Plan goals.

10 4.7.3.1 CONTRACTOR shall inform SSW when a
11 youth/young adult has been assigned to the Inactive status.

12 4.8 Provide ongoing ~~close~~ coordination and communication with SSW to
13 ensure all participating youth/young adults, ~~who have an open case and a TILP,~~
14 receive appropriate services ~~which are~~ necessary to successfully ~~progress~~
15 ~~towards meeting~~ meet their TILP and individualized ILP Services Plan goals
16 ~~achieving~~ achieve self-sufficiency as an independent adult.

17 4.9 Provide ~~mentor~~ training for all individuals who will be advising
18 youth/young adults that ~~including~~ includes topics such as confidentiality and
19 professional behavior.

20 4.10 Collaborate with ADMINISTRATOR to establish, maintain, and, as
21 necessary, refine the referral process to provide the most expeditious
22 initiation of ILP services and enhance communication between ADMINISTRATOR,
23 youth/young adults, caregivers and other community-based organizations.

24 4.11 ~~Maximize opportunities to~~ Provide integrated, coordinated and
25 accessible community resources ~~for~~ to youth/young adults, including but not
26 limited to internet access ~~to the internet~~. Connect youth/young adults with
27 other needed services, and follow-up with youth/young adults to verify that
28 resource linkages are successful and provide documentation of the services the

youth/young obtained to the SSW in a timely manner. CONTRACTOR shall ~~not refer a~~ obtain approval from the SSW prior to referring youth/young adult to a third party for assistance to address the original reasons for referral without prior approval from the SSW.

4.12 Work cooperatively with ADMINISTRATOR and COUNTY's vocational assessment contractor to encourage to facilitate youth/young adult's participation in COUNTY approved vocational assessment testing and job readiness training.

4.13 Identify and discuss substance abuse challenges with youth/young adult and notify SSW.

4.14 Collaborate with ADMINISTRATOR to support pregnant and parenting youth/young adults, including providing referrals to community-based parent education, housing resources, child care resources and education regarding future family planning and pregnancy prevention.

4.15 Collaborate with ADMINISTRATOR to support youth/young adults who are developmentally delayed or severely physically impaired to support their TILP and individualized ILP Services Plan goals while developing and enhancing their independent living skills appropriate for their level of cognitive and/or physical abilities.

4.16 Utilize Ansell-Casey Life Skills Assessment, provide application assistance and advocacy services for resources including, but not limited to those outlined in Subparagraph 4.21 of this Exhibit.

4.17 Deliver outcome driven services and identify factors that accurately reflect youth/young adult's challenges and support their progress towards the stated goals.

4.18 Provide the SSW with verbal and/or written progress reports for each Active status youth/young adult on a monthly basis, for each Support status youth/young adult or a quarterly basis, or as requested by the SSW. The

report shall include a summary of youth/young adult's progress in meeting each of their TILP goals, the ILP services in which youth/young adult and their caregiver participated during the reporting month and challenges that require further support in order for the youth/young adult to progress in meeting the TILP goals.

4.19 ~~Develop~~ Establish a procedure, approved by ADMINISTRATOR, for ~~scheduling all~~ tracking ILP Group services and maintain a database of all CONTRACTOR's services provided.

4.20 Provide youth/young adults and caregivers with wallet-size reference cards listing key resources and ~~telephone numbers~~ contact information, including the CONTRACTOR's Independent Living Specialist's information ~~telephone number~~.

4.21 Provide assistance and advocacy to youth/young adults applying for resources such as daily living skills, education, employment, ~~financial, medical, and housing services~~ housing, family/social support, financial responsibility and health (including mental, physical and reproductive/sexual).

4.22 Prior to each youth/young adult's eighteenth (18th) birthday, provide the information necessary for youth/young adult to obtain medical and mental health services, as appropriate.

4.23 ~~Be expected to~~ Work with community-based organizations, COUNTY agencies, other private and public entities, and other organizations that serve ILP youth/young adults.

4.24 Contact the ADMINISTRATOR staff assigned to youth/young adult's case by telephone and/or email at a minimum of once a month.

4.25 If appropriate, provide youth/young adults with ILP Dollar Incentives for participation in individualized one-on-one and group services. CONTRACTOR shall establish individual accounts to maintain youth/young adult's

ILP Dollar Incentives.

4.26 ~~Be expected to work with community based organizations, COUNTY agencies, other private and public entities, and other organizations that serve ILP Youth/young adults.~~

4.27 ~~In-Home Services~~ Individualized One-on-one Services

4.27.1 Services will include one-on-one meetings and coaching with the youth/young adult and caregiver in the home and community-based settings to support the youth/young adult with meeting their TILP goals.

4.27.2 CONTRACTOR shall provide a minimum of eighty percent (80%) of services pursuant to Exhibit A of this Agreement on an individualized one-on-one basis to youth/young adults.

4.27.3 CONTRACTOR shall offer a minimum of two (2) individualized one-on-one meetings to each Active status youth/young adult per month.

4.27.3.1 If appropriate, CONTRACTOR may conduct one of the meetings over the telephone.

4.27.4 CONTRACTOR shall offer a minimum of one (1) individualized one-on-one meetings to each Support status youth/young adult per quarter.

4.27.4.1 If appropriate, CONTRACTOR may conduct the meetings over the telephone.

4.27.5 The focus of ILP services provided in youth/young adult's home shall be for youth/young adult and caregiver to identify and overcome barriers and challenges to achieving TILP and individualized ILP Services Plan goals by practicing independent living skills that target key areas of daily living skills, education, employment, housing, family/support, financial responsibility and health (including mental, physical and reproductive/sexual). ILP services may include including, but are not limited

to, instructions to the following topics: cooking, house cleaning, utilizing household appliances, basic household management and maintenance, using public transportation, engaging in social activities in the home and the community, earning and managing their own money, working/volunteering, learning and developing job retention skills, learning about family planning, participating in extracurricular activities, and managing their own medical and mental health care and other daily living skills identified as requiring continued development.

4.28 Group Services: Workshops, Seminars, and Special Events

4.28.1 CONTRACTOR shall limit group services to a maximum of twenty percent (20%) of the total ILP services provided to youth/young adults pursuant to Exhibit A of this Agreement.

4.28.2 CONTRACTOR shall provide a minimum of one (1) seminar, workshop or special event per month.

4.28.3 CONTRACTOR shall provide community-based and online seminars, workshops and special events for approximately five hundred (500) unduplicated youth/young adults per year that focus on the needs of youth/young adults so they may learn to function as healthy, productive and responsible self-sufficient adults.

4.28.4 Services provided for youth/young adults and, when applicable, their caregivers, will target key domains of daily living skills, education, employment, housing, family/social support, financial responsibility and health (including mental, physical and reproductive/sexual). ~~Topics shall include, but not be limited to: education guidance and support, financial literacy (including credit management, vocational assessment and preparation, computer skills, healthcare, sexual health, family planning, use of public transportation, housing, establishing and maintaining healthy relationships, maintaining healthy eating and exercise~~

1 ~~habits, cultural awareness, interpersonal/social skills, personal empowerment,~~
 2 ~~and social media practices and protocol. Events will also cover~~ Instructions
 3 for youth/young adults and their caregivers ~~on how~~ to apply in-class teaching
 4 and exercises ~~will be provided~~ to further advance discussions and applications
 5 within the home.

6 4.28.5 CONTRACTOR shall collaborate with COUNTY's ~~contracted~~
 7 ~~group home and Foster Family Agency (FFA) contractors, and County-licensed~~
 8 ~~foster parents, and relative caregivers~~ Resource Families ~~in order~~ to ensure
 9 their active participation and cooperation in encouraging youth/young adults
 10 to attend ILP seminars, workshops and special events and to apply the learned
 11 life skills in daily activities.

12 4.28.6 Seminars, workshops and special events shall be conducted
 13 Monday through Friday, during the evening hours and on Saturday to accommodate
 14 the non-school day availability of ILP youth/young adults and their
 15 caregivers.

16 4.28.7 Seminars, workshops and special events should be
 17 scheduled for maximum effect. For example, a workshop for high school
 18 seniors, who are considering continuing their education, ~~are eligible for~~
 19 ~~financial aid on how to complete the Free Application for Federal Student Aid~~
 20 ~~(FAFSA) and other financial aid~~ A workshop, which includes the completion of
 21 Free Application for Federal Student Aid (FAFSA) and financial aid
 22 applications, should be held a minimum of sixty (60) days prior to the due
 23 date for submitting these forms.

24 4.28.8 Seminars and workshops are to be no more than three (3)
 25 hours in length.

26 4.28.9 CONTRACTOR will support caregivers' participation
 27 with their youth/young adults in seminars, workshops or special event.

28 4.28.10 CONTRACTOR shall collaborate with SSW with securing

transportation for youth/young adults to and from seminars, workshops and special events, when needed.

4.28.11 CONTRACTOR shall work with SSA staff on a quarterly basis to develop a curriculum for workshops, seminars and special events that shall continue to meet the ongoing needs of youth/young adults and caregivers.

4.28.12 Staffing for all seminars, workshops and special events must equal or exceed one (1) ~~of CONTRACTOR's~~ staff members or volunteers for every ten (10) participants, not including the instructor/presenter.

4.28.13 CONTRACTOR shall provide on-site child care for youth/young adult's children under sixteen (16) years of age, while youth/young adult is attending seminars, workshops and special events. Volunteers may be utilized to provide child care.

4.28.14 CONTRACTOR shall make available a waiting area within the facility for participants at least 30 minutes prior to the start of a seminar, workshop or special event.

4.28.15 The topics covered in seminars, workgroups and special events target key domains of daily living skills, education, employment, housing, family/social support, financial responsibility and health (including mental, physical and reproductive/sexual) and may include, but are not limited to:

4.28.15.1 Interpersonal/social skills;

4.28.15.2 Self-esteem/personal growth and empowerment;

4.28.15.3 Social media practices, protocol and internet safety;

4.28.15.4 Computer/Internet skill;

4.28.15.5 College/scholarship information;

4.28.15.6 Educational guidance and support;

4.28.15.7 Vocational training;

4.28.15.8 Employment/vocational assessment and preparation;

4.28.15.9 Financial and consumer education;

4.28.15.10 Money management including credit management and resolution;

4.28.15.11 Cultural awareness and sensitivity;

4.28.15.12 Health, nutrition and exercise habits;

4.28.15.13 Pregnancy prevention and parenting;

4.28.15.14 Medical and mental health insurance and resources;

4.28.15.15 Auto/health insurance/responsibilities;

4.28.15.16 Income tax responsibilities;

4.28.15.17 Housing options like rentals, leasing and roommates;

4.28.15.18 Use of public transportation; and

4.28.15.19 Establishing and maintaining healthy relationships.

4.28.16 Seminars and Workshops

~~4.28.16.1 CONTRACTOR shall offer ten (10) seminars and thirty (30) workshops.~~

4.28.16.2 Seminars ~~will~~ shall be conducted at CONTRACTOR's facility described in Paragraph 5.1 of this Exhibit or online, Monday through Friday, from 5:30 p.m. to 8:30 p.m., and will be directed at ILP eligible youth/young adults living independently. Seminars are defined as informal discussion groups to present and discuss specific topics relevant to ILP youth/young adults and their caregivers.

4.28.16.3 Workshops will be conducted at CONTRACTOR's facility described in Paragraph 5.1 of this Exhibit or online, Monday through

1 Friday, from 5:30 p.m. to 8:30 p.m., and ~~at least ten (10)~~ Saturdays ~~in the~~
2 ~~year~~, 9:00 a.m. to 12:00 p.m. Workshops are defined as brief, intensive
3 educational programs for youth and caregivers that emphasize participation in
4 problem solving. Workshops may also include college tours, community service
5 opportunities at local parks and beaches, and/or other education and
6 employment related site visits.

7 4.28.16.4 CONTRACTOR shall submit a written curriculum,
8 and pre- and post-test for each seminar and workshop that shall be subject to
9 prior approval ~~of~~ by ADMINISTRATOR before the seminar, workshop or test are
10 conducted. At least ten (10) of the workshops ~~will~~ **should** include interactive
11 curricula for caregivers.

12 4.28.16.5 CONTRACTOR shall be encouraged to secure
13 speakers and trainers for seminars and workshops, who are motivated and well
14 versed in the challenges faced by youth/young adults today.

15 4.28.16.6 Seminars and workshops shall provide
16 outreach, follow-up training, individual services and life planning for
17 youth/young adults who have been identified by COUNTY as having learning
18 disabilities or who are developmentally delayed. These youth/young adults
19 shall be assigned an Independent Living Specialist to assist them and the
20 caregivers during seminars and workshops to answer questions and maximize
21 youth/young adult's learning experience and participation.

22 4.28.16.7 CONTRACTOR shall ~~be expected to~~ provide meals
23 and/or snacks for youth/young adults and caregivers attending seminars and
24 workshops ~~during the evening hours and weekends.~~

25 4.28.16.8 Peer Mentors, former foster youth, who are
26 now adults, shall act as instructional aides and facilitators for small group
27 interactions during seminars and workshops.

28 ///

4.28.17 Special Events

4.28.17.1 Special Events are defined as one (1) day events at a location easily accessible to youth/young adults centrally located site that affords youth/young adults the opportunity to learn about and participate in a wide range of services. Special Events should be designed to offer youth/young adults a multitude of business opportunities, business contacts, a chance to meet with community members representing their respective professions and opportunities to manage life skills tasks. Topics shall include, but not be limited to those outlined in Subparagraph 4.28.15 of this Exhibit and shall afford youth/young adults an opportunity to demonstrate practical applications of what they learned in workshops and seminars. Youth/young adults, caregivers, mentors and COUNTY personnel shall be invited to attend.

4.28.17.2 ~~CONTRACTOR shall offer the following special events: Independent City, a Graduation Ceremony and Celebration, a Holiday Party, a College and Career Fair, the Belle of the Ball, and Boys to Men.~~

4.28.17.3 ~~Graduation Ceremony and Celebration is to be held in June of each year of the term of this Agreement to recognize all Youth/young adults who shall be graduating from high school that year. The event shall involve a graduation ceremony and reception. At minimum, CONTRACTOR shall invite Youth/young adults, caregivers, mentors, and COUNTY personnel to attend.~~

4.28.17.4 ~~College and Career Fair are to include representatives from a variety of companies that can offer appropriate levels of employment opportunities for Youth/young adults.~~

4.28.17.5 Special Events may also include college tours and guest speakers on topics outlined in Subparagraph 4.28.15 of this Exhibit. A college tour should include visits to local community colleges as well as

universities.

4.28.17.6 CONTRACTOR shall obtain ADMINISTRATOR's prior written approval for additional types of Special Events.

4.28.17.7 CONTRACTOR shall provide meals and/or snacks for youth/young adults attending Special Events during evening hours and lunch for weekend events.

4.28.17.8 Peer Mentors and former foster youth, shall act as instructional aides and facilitators for small group interactions during Special Events.

4.28.18 Supervision and Training

4.28.18.1 The Director of Transitional Age Youth Services Program Supervisor shall provide a minimum of ~~one (1)~~ two (2) hours of individual supervision per ~~week~~ month to Independent Living Specialist staff that work directly with youth/young adults and ~~four (4)~~ two (2) hours of group supervision per month to the direct service staff.

4.28.18.2 ILP direct service staff shall complete a minimum of twenty (20) hours of training per year that includes topics related to identification and prevention of child abuse, adolescent issues and training relevant to services to be provided.

4.28.18.3 ADMINISTRATOR reserves the right to approve training topics eligible for reimbursement under the terms of this Agreement.

4.28.18.4 CONTRACTOR shall attend COUNTY sponsored training, when required by ADMINISTRATOR.

5. FACILITIES

5.1 Administrative services under this Agreement shall be provided at:
Orangewood Children's Foundation
1575 East 17th Street
Santa Ana, CA 92705

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

5.2 CONTRACTOR shall provide its own facility for CONTRACTOR's administrative functions and programmatic function for administering these services. This facility shall be open and available to youth/young adults during service hours outlined in Paragraph 3 of this Exhibit.

5.3 CONTRACTOR shall provide a safe, clean environment and maintain the facilities in compliance with all applicable laws, rules, regulations, building codes, statutes and orders, as they now exist or may be subsequently amended. CONTRACTOR shall provide all repair, maintenance and janitorial services to all premises at least five (5) days per week, subject to the satisfaction of COUNTY. Failure to comply may result in termination of the Agreement.

5.4 CONTRACTOR'S facility must be within one hundred (100) yards of a bus stop.

6. REPORTS

CONTRACTOR shall prepare and submit to designated ~~COUNTY's Children and Family Services~~ ADMINISTRATOR's staff written reports including, but not limited to:

6.1 Monthly Program Statistical Reports

6.1.1 By the 15th calendar day of each month, CONTRACTOR shall submit a monthly statistical report of all ILP services provided to youth/young adults and caregivers during the prior month on a form provided by ADMINISTRATOR.

6.2 Monthly Service Progress Reports

6.2.1 By the 15th calendar day of each month, CONTRACTOR shall submit written individual monthly progress reports on each youth/young adult

served during the prior month, verbal and/or written, shall be made available to ADMINISTRATOR, as outlined in Subparagraph 4.15 of this Exhibit.

6.3 Database Report

6.3.1 Monthly report describing all ILP services provided to Youth/young adults and caregivers, as described in Subparagraph ~~Error!~~ **reference source not found.** of this Exhibit.

6.4 Year-End Final Report

6.4.1 The year-end report shall summarize the results of efforts made to achieve performance objectives, outcome measures and shall reflect successes and barriers experienced in the provision of services.

6.5 Serious Illness, Accident/Injury, Hospitalization or Death

6.5.1 CONTRACTOR shall immediately notify SSW by telephone upon CONTRACTOR becoming aware of any serious illness, accident/injury, hospitalization, or death of any youth/young adult in CONTRACTOR'S care. This verbal report shall be followed by a written Special Incident Report (SIR) on a form approved by ADMINISTRATOR within twenty-four (24) hours after such serious illness, accident/injury, hospitalization, or death. The verbal and written reports shall include, but not be limited to:

The name of youth/young adult and date of birth;

The date, time and location of the serious illness, accident/injury, hospitalization, or death;

The ILP service under which youth/young adult was receiving services; the name or names of each person involved (first and last name) with knowledge of the event and their role/relationship to youth/young adult/caregiver; and a summary of the circumstances thereof.

6.6 Confidential Information

6.6.1 To protect confidential information, CONTRACTOR shall submit Monthly Service Progress Reports exclusively through Secured

Communications Management System (SCMS), a secured website hosted by SSA used to send and receive documents containing confidential information.

6.7 Any additional information regarding the program's progress shall be prepared in a format approved by ADMINISTRATOR. ADMINISTRATOR may add, delete, waive or otherwise modify individual reporting requirements as stated in Paragraph 6.

7. ADMINISTRATOR RESPONSIBILITIES

ADMINISTRATOR staff will:

7.1 Refer youth/young adults to be served and provide case management functions as required by California Department of Social Services (CDSS) regulations.

7.2 Complete a TILP for each pre-emancipated youth/young adults, identifying skills and knowledge that are needed to become self-sufficient and provide ongoing case management.

7.3 Provide technical assistance and consultation in monitoring and evaluating the services set forth in this Exhibit.

8. QUALITY ASSURANCE/QUALITY CONTROL

8.1 CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan, on a format approved by the ADMINISTRATOR, to monitor the level of program service and quality.

8.2 The Quality Control Plan will include, but not be limited to, the following:

8.2.1 Method for ensuring the services, deliverables and requirements defined in this Exhibit are being provided at or above the level of quality set forth in this Exhibit;

8.2.2 Method for assuring that the professional staff rendering services under this Agreement has the necessary qualifications;

8.2.3 Method of identifying and preventing deficiencies in the

quality of service as defined by COUNTY policy; and

8.2.4 Method for providing the ADMINISTRATOR with a clear description of and corrective action taken to resolve identified problems.

8.3 CONTRACTOR shall update the Quality Control Plan and resubmit it for ADMINISTRATOR approval when changes occur.

9. UTILIZATION REVIEW

9.1 CFS Program Liaison and Contract Administrator shall conduct Utilization Reviews (URs) to evaluate CONTRACTOR's compliance with required documentation, record-keeping and service delivery performance. ~~The Contract~~ ADMINISTRATOR will determine the frequency of the URs and provide advance notification to CONTRACTOR to ensure that specified staff is in attendance. ~~The Contract~~ ADMINISTRATOR will provide CONTRACTOR with oral and written feedback regarding UR findings. In the event that unresolvable differences of opinion arise regarding the UR findings, the dispute shall be submitted to the CFS Director for final resolution. Nothing in this section shall limit the ADMINISTRATOR's right to terminate this Agreement pursuant to paragraph 43 of this Agreement.

10. MEETINGS

10.1 ~~Contractors' Forum:-~~

CONTRACTOR shall attend ~~Contractors' Forum meetings~~ the monthly meeting, as scheduled by ADMINISTRATOR. Topics to be discussed may include but are not limited to, Monthly Program Statistical Reports, challenges, successful strategies for service delivery, goals and outcomes.

11. BUDGET

11.1 ~~The Year 1 budget for Emancipation and Independent Living Program Services for the period of July 1, 2014 through June 30, 2015~~ The annual budget for services provided from July 1 through June 30 for each contract year pursuant to Exhibit A of this Agreement is set forth as follows:

LINE ITEMS:

<u>SALARIES</u>	<u>FTE⁽¹⁾</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>Annual Budget</u>	<u>OCF MATCH</u>
<u>DIRECT SERVICE POSITIONS</u>				
Program Supervisor	1.00	\$32.00	\$32,773	\$32,773
Program Supervisor	0.50	28.00	0	28,506
Director Transitional Age Youth Services	0.50	65.00	50,000	0
Independent Living Specialist, Bilingual	1.00	20.25 26.70	42,099 47,476	0
Independent Living Specialist, Bilingual	1.00	20.00 26.70	41,475 47,476	0
Independent Living Specialist	1.00	19.30 26.70	40,102 47,476	0
Independent Living Specialist-Events& Outreach	0.50	18.60 26.70	38,522 23,738	0
Transitional Housing Coordinator	0.50	26.70	0	23,738
Transitional Housing Coordinator	0.50	29.79	0	27,523
Transitional Housing Coordinator Spanish	0.50	26.70	0	23,738
Transitional Housing Site Supervisor- Vietnamese	0.50	30.15	0	27,862
Lead Resource Center Coordinator	0.50 0.25	19.50 27.06	0	20,280 12,500
Resource Center Coordinator	0.50	18.00	0	18,720
Resource Center Coordinator	0.50	18.00	0	18,720
Mentor Coordinator- Vietnamese	0.50 0.25	19.80 26.70	0	20,600 11,869
Mentor Coordinator- Spanish	0.50 0.25	19.80 26.70	0	20,600 11,869
Children's Trust Fund Advisor	0.50 0.40	22.60 26.70	0	23,500 18,990
Children's Trust Fund	0.40	26.70	0	18,990

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1	Advisor- Spanish				
2	Children's Trust Fund	0.25	19.25	0	10,000
3	Advisor Scholarship	0.40	26.70		18,990
4	Coordinator				
5	Program Assistant- Spanish	0.50	17.36	0	18,300
6			19.56	9,038	9,038
7	Peer Mentors (as needed, no benefits)	Avg.	15.00	50,000	0
8		2.00		0	17,500
9		0.67			
10	SUBTOTAL DIRECT SERVICE SALARIES		\$244,971		\$211,999
11			\$225,204		\$222,607
12	DIRECT SERVICE BENEFITS ⁽³⁾ (21 26.14% TOTAL)		50,844		
13			58,861		
14	DIRECT SERVICE BENEFITS ⁽³⁾ (23 26.11% TOTAL)				48,760
15					58,173
16	TOTAL DIRECT SALARIES AND BENEFITS		\$295,815		\$260,759
17			\$284,065		\$280,780
18	<u>ADMINISTRATIVE POSITIONS</u> ⁽⁴⁾				
19	Director Transitional Age YOUTH Services	0.40	\$49.25	0	\$40,976
20	Senior Accountant, hourly	0.15	25.80	8,040	0
21			\$32.00	\$8,870	
22	SUBTOTAL ADMINISTRATIVE SALARIES		\$8,040		\$40,976
23			\$8,870		\$0
24	ADMINISTRATIVE SERVICE BENEFITS ⁽⁵⁾ (23 17.81% TOTAL)		1,849		9,424
25			\$11,018		0
26	SUBTOTAL ADMINISTRATIVE SALARIES/BENEFITS		\$9,889		\$50,400
27			\$51,096		0
28	TOTAL ALL SALARIES AND BENEFITS		\$305,704		\$311,159
29			\$295,083		\$280,780
30	<u>SERVICES AND SUPPLIES</u>				
31	Audit expense (allocated by revenue)			\$567	0
32	Direct Financial Assistance to YOUTH			0	73,215
33					\$15,000
34	Direct Financial Assistance to YOUTH for Higher Education			0	\$67,094
35	Office Expenses			3,800	0
36				\$6,194	
37	Program Expense			5,500	0
38				\$2,400	
39	Telephone			4,980	0
40				\$4,965	

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Mileage ⁽⁶⁾	8,000	0
	<u>\$12,000</u>	
Youth Incentives	34,000	8,500
		<u>16,000</u>
Caregiver Incentives	0	8,000
Youth Special Events	12,000	6,000
	<u>4,000</u>	<u>8,000</u>
Food, snacks for workshops, seminars, and special events	9,720	0
	<u>4,200</u>	<u>4,000</u>
SUBTOTAL SERVICES AND SUPPLIES	<u>\$78,567</u>	<u>\$87,715</u>
	<u>\$33,759</u>	<u>\$118,094</u>
<u>OPERATING EXPENSES</u>		
Facility Lease/Rental	\$12,977	0
	<u>\$31,600</u>	
Insurance	1,626	0
	<u>8,544</u>	
SUBTOTAL OPERATING EXPENSES	<u>\$14,603</u>	0
	<u>\$40,144</u>	
TOTAL SERVICES AND SUPPLIES, AND OPERATING EXPENSES	<u>\$93,170</u>	<u>\$87,715</u>
	<u>\$73,903</u>	<u>\$118,094</u>
<u>INDIRECT COSTS (8.1%)</u>	<u>\$29,888</u>	
SUBTOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES, OPERATING EXPENSES AND INDIRECT COSTS	\$398,874	\$398,874
<u>TOTAL LINE ITEM BUDGET FOR YEAR 1</u>	\$398,874	

11.2 ~~The Year 2 budget for Emancipation and Independent Living Program Services for the period of July 1, 2015 through June 30, 2016 is set forth as follows:~~

LINE ITEMS:-

<u>SALARIES</u>	<u>FTE⁽⁴⁾</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>Annual Budget</u>	<u>OCF MATCH</u>
<u>DIRECT SERVICE POSITIONS</u>				
Program Supervisor	1.00	\$32.00	\$32,773	\$32,773
Program Supervisor	0.50	28.00	0	28,506
Independent Living Specialist, Bilingual	1.00	20.25	42,099	0
Independent Living	1.00	20.00	41,475	0

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Specialist				
Independent Living	1.00	19.30	40,102	0
Specialist				
Independent Living	1.00	18.60	38,522	0
Specialist				
Lead Resource Center	0.50	19.50	0	20,280
Coordinator				
Resource Center	0.50	18.00	0	18,720
Coordinator				
Resource Center	0.50	18.00	0	18,720
Coordinator				
Mentor Coordinator	0.50	19.80	0	20,600
Mentor Coordinator	0.50	19.80	0	20,600
Children's Trust Fund	0.50	22.60	0	23,500
Advisor				
Children's Trust Fund	0.25	19.25	0	10,000
Advisor				
Program Assistant	0.50	17.36	0	18,300
Peer Mentors (as	Avg.	15.00	50,000	0
needed, no benefits)	2.00			
SUBTOTAL DIRECT SERVICE SALARIES			\$244,971	\$211,999
DIRECT SERVICE BENEFITS ⁽³⁾ (21% TOTAL)			50,844	
DIRECT SERVICE BENEFITS ⁽³⁾ (23% TOTAL)				48,760
TOTAL DIRECT SALARIES AND BENEFITS			\$295,815	\$260,759
<u>ADMINISTRATIVE</u>				
<u>POSITIONS</u>				
Director Transitional	0.40	\$49.25	0	\$40,976
Age YOUTH Services				
Senior Accountant,	0.15	25.80	8,040	0
hourly				
SUBTOTAL ADMINISTRATIVE SALARIES			\$8,040	\$40,976
ADMINISTRATIVE SERVICE BENEFITS ⁽³⁾ (23% TOTAL)			1,849	9,424
SUBTOTAL ADMINISTRATIVE SALARIES/BENEFITS			\$9,889	\$50,400
TOTAL ALL SALARIES AND BENEFITS			\$305,704	\$311,159
<u>SERVICES AND SUPPLIES</u>				
Audit expense (allocated by revenue)			\$567	0
Direct Financial Assistance to YOUTH			0	73,215
Office Expenses			3,800	0
Program Expense			5,500	0
Telephone			4,980	0
Mileage ⁽⁴⁾			8,000	0

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YOUTH Incentives	34,000	8,500
YOUTH Special Events	12,000	6,000
Food, snacks for workshops, seminars, and special events	<u>9,720</u>	<u>0</u>
SUBTOTAL SERVICES AND SUPPLIES	\$78,567	\$87,715
<u>OPERATING EXPENSES</u>		
Facility Lease/Rental	\$12,977	0
Insurance	<u>1,626</u>	<u>0</u>
SUBTOTAL OPERATING EXPENSES	\$14,603	0
TOTAL SERVICES AND SUPPLIES, AND OPERATING EXPENSES	<u>\$93,170</u>	<u>\$87,715</u>
SUBTOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES	\$398,874	\$398,874
<u>TOTAL LINE ITEM BUDGET FOR YEAR 1</u>	\$398,874	

11.3 The Year 3 budget for Emancipation and Independent Living Program Services for the period of July 1, 2016 through June 30, 2017 is set forth as follows:

LINE ITEMS:

<u>SALARIES</u>	<u>FTE⁽¹⁾</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>Annual Budget</u>	<u>OCF MATCH</u>
<u>DIRECT SERVICE POSITIONS</u>				
Program Supervisor	1.00	\$32.00	\$32,773	\$32,773
Program Supervisor	0.50	28.00	0	28,506
Independent Living Specialist, Bilingual	1.00	20.25	42,099	0
Independent Living Specialist	1.00	20.00	41,475	0
Independent Living Specialist	1.00	19.30	40,102	0
Independent Living Specialist	1.00	18.60	38,522	0
Lead Resource Center Coordinator	0.50	19.50	0	20,280
Resource Center Coordinator	0.50	18.00	0	18,720
Resource Center Coordinator	0.50	18.00	0	18,720

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Mentor Coordinator	0.50	19.80	0	20,600
Mentor Coordinator	0.50	19.80	0	20,600
Children's Trust Fund Advisor	0.50	22.60	0	23,500
Children's Trust Fund Advisor	0.25	19.25	0	10,000
Program Assistant	0.50	17.36	0	18,300
Peer Mentors (as needed, no benefits)	Avg. 2.00	15.00	50,000	0
SUBTOTAL DIRECT SERVICE SALARIES			\$244,971	\$211,999
DIRECT SERVICE BENEFITS ⁽³⁾ (21% TOTAL)			50,844	
DIRECT SERVICE BENEFITS ⁽³⁾ (23% TOTAL)				<u>48,760</u>
TOTAL DIRECT SALARIES AND BENEFITS			\$295,815	\$260,759
<u>ADMINISTRATIVE POSITIONS</u>				
Director Transitional Age YOUTH Services	0.40	\$49.25	0	\$40,976
Senior Accountant, hourly	0.15	25.80	8,040	0
SUBTOTAL ADMINISTRATIVE SALARIES			\$8,040	\$40,976
ADMINISTRATIVE SERVICE BENEFITS ⁽³⁾ (23% TOTAL)			<u>1,849</u>	<u>9,424</u>
SUBTOTAL ADMINISTRATIVE SALARIES/BENEFITS			\$9,889	\$50,400
TOTAL ALL SALARIES AND BENEFITS			\$305,704	\$311,159
<u>SERVICES AND SUPPLIES</u>				
Audit expense (allocated by revenue)			\$567	0
Direct Financial Assistance to YOUTH			0	73,215
Office Expenses			3,800	0
Program Expense			5,500	0
Telephone			4,980	0
Mileage ⁽⁴⁾			8,000	0
YOUTH Incentives			34,000	8,500
YOUTH Special Events			12,000	6,000
Food, snacks for workshops, seminars, and special events			<u>9,720</u>	<u>0</u>
SUBTOTAL SERVICES AND SUPPLIES			\$78,567	\$87,715
<u>OPERATING EXPENSES</u>				
Facility Lease/Rental			\$12,977	0
Insurance			<u>1,626</u>	<u>0</u>
SUBTOTAL OPERATING EXPENSES			\$14,603	0
TOTAL SERVICES AND SUPPLIES, AND OPERATING EXPENSES			<u>\$93,170</u>	<u>\$87,715</u>

SUBTOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES, AND	\$398,874	\$398,874
OPERATING EXPENSES		
TOTAL LINE ITEM BUDGET FOR YEAR 1	\$398,874	

(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 equal to or less than maximum hourly rate.

(3) ~~Medical, dental, vision, disability, Workers' Compensation, FICA, SDI, and Medicare.~~ Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax. The overall benefit rate shall not exceed 27.10% of the actual salary expense claimed.

(4) Administrative costs are defined as those costs not solely related to direct services to clients, supervision and program costs (e.g., executive director oversight, technology services, accounting, payroll, etc.) shall be held to no more than fifteen percent (15%) of total gross program costs.

(5) Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax. The overall benefit rate shall not exceed 17.81% of the actual salary expense claimed.

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

CONTRACTOR and ADMINISTRATOR may agree, subject to advance written

notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum obligation as stated in Subparagraph 19.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 43.4 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 19.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Exhibit.

12. MATCH

12.1 Pursuant to Subparagraph 19.3 of this Agreement, CONTRACTOR shall provide the following as part of the Match requirement:

12.1.1 Direct Financial Assistance to youth/young adults, including but not limited to work expenses, training expenses and extracurricular expenses.

12.1.2 Direct Financial Assistance to youth/young adults for Higher Education.

12.1.3 Access to the Orangewood Resource Center that offers youth/young adults and former foster youth with emergency clothing, hygiene items, food and laundry facilities; internet access, fax, phone and copier; help with resume building, job search, skills and goal setting.

12.1.4 ILP Dollar Incentives, in the form of gift cards or other monetary incentives, for participation in individualized one-on-one and group services.

12.1.5 In-kind positions specified in Paragraph 13:

12.1.5.1 Lead Resource Center Coordinator.

12.1.5.2 Transitional Housing Coordinator.

12.1.5.3 Mentor Coordinator.

12.1.5.4 Children's Trust Fund Advisor.

12.1.5.5 Peer Mentor.

12.1.5.6 Transitional Housing Site Supervisor.

12.1.5.7 Volunteer.

13. STAFF

~~All direct service positions are required to have the ability to speak, read and write in English and in the specified language (i.e., Spanish or Vietnamese) in which services are to be delivered. CONTRACTOR shall provide bilingual Vietnamese speaking staff or translators, when requested.~~

CONTRACTOR shall hire staff with the education, proficient English language skills and experience necessary to appropriately perform all functions as described in this Agreement. Bilingual staff shall meet the cultural and language needs of the community to be served. CONTRACTOR shall provide the following described staff positions:

13.1 Program Supervisor Director of Transitional Age Youth Services

Duties:

13.1.1 Oversee the direct service programs for emancipating foster youth. Provide assistance to the ILP Program Supervisors in setting program objectives and outcome goals. Interacts regularly with SSA staff to maintain communication and the sharing of information.

13.1.2 Provide direct oversight and supervision for service delivery.

13.1.3 ~~Meets~~ Provide a minimum of ~~one (1)~~ two (2) hours per week month with each direct service staff and.

13.1.4 Provide two (2) hours of group supervision per month to the direct service staff ~~leads weekly three (3) hour team meeting.~~

Qualifications:

13.1.5 ~~Masters' Degree preferred in social work, psychological counseling, or related field from an accredited college; or a Bachelor's~~

~~degree with a minimum of four (4) years of progressively responsible supervisory experience in human services casework in a public or private organization.~~

~~13.1.6 Must possess a valid California driver's license with proof of current automobile insurance.~~

~~13.1.7 Must possess a basic understanding of adolescent and child abuse issues and of assigning and monitoring others' work.~~

13.1.8 Master's degree in human services field with a minimum of two (2) years of experience in human services coordinating social services related programs. Excellent understanding of issues related to child abuse.

13.2 Independent Living specialist

Duties:

~~13.2.1 Provides and coordinate the vast array of emancipation and independent living services currently available.~~

13.2.2 Provide and coordinate the vast array of independent living and emancipation services currently available and as defined in California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 31-525.

13.2.3 Develop an individualized ILP services plan, which supports youth/young adult's TILP, in collaboration with youth/young adult, caregiver, and SSW.

13.2.4 In collaboration with SSA staff, Independent Living Specialists shall support pregnant and parenting youth/young adults, including, providing referrals to community-based parent education, housing resources, child care resources, and education regarding future family planning and pregnancy prevention.

13.2.5 Assist youth and caregivers during seminars and workshops, to answer questions and maximize the learning experience and

participation.

13.2.6 Provide direct case management services including assessments, ILP plan development, and curriculum development.

13.2.7 Conducts individualized one-on-one meetings with youth/young adults.

13.2.8 Facilitate workshops, coordinate services, and work with youth/young adults, caregivers, and interdisciplinary team.

Qualifications:

13.2.9 Bachelor's degree in either sociology, social work, education, or a related field from an accredited college or university; and one (1) year experience in the human services field.

13.2.10 Must possess a valid California driver's license with proof of current automobile insurance.

13.2.11 Must possess basic understanding of developmental learning theory and of adolescent and child abuse issues.

13.2.12 Must be a minimum age of twenty-one (21) years.

13.3 Lead Resource Center Coordinator (in-kind)

Duties:

13.3.1 Responsible for the general supervision of the Orangewood Resource Center located at CONTRACTOR's facility indicated in Paragraph 5.1 of this Exhibit.

13.3.2 Provide ~~services to current~~ youth/young adults and former foster youth ~~which include~~ with emergency clothing, hygiene items, food and laundry facilities; Internet access, fax, phone and copier; help with resume building, job search skills and goal setting.

13.3.3 Conducts individualized one-on-one meetings with youth/young adults.

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Qualifications:

13.3.4 Bachelor's degree in a social service related field with a minimum of four (4) years of progressively responsible supervisory experience in human services within a public or private organization.

13.4 Transitional Housing Coordinator (in-kind)

Duties:

13.4.1 Provides and coordinates the vast array of emancipation and independent living services currently available.

13.4.2 Provides direct case management including assessments, development of individualized ILP services plans, service coordination and working with young adults and the Transitional Housing Program interdisciplinary team.

13.4.3 Utilizes assessment and learning tools to identify youth/young adult's interests and needs.

13.4.4 Identifies and connect youth/young adult to relevant community resources.

13.4.5 Coordinates care with SSW and other care team members.

13.4.6 Documents case plan and all interactions in client data base record.

13.4.7 Conducts individualized one-on-one meetings with youth/young adults.

13.4.8 Completes the Monthly Service Progress Reports as established in Subparagraph 6.2 of this Exhibit.

Qualifications:

13.4.9 Bachelor's degree in Human Services or related field from an accredited college or university and two (2) years of experience in direct service or community outreach.

13.4.10 Additional experience may be substitute for degree.

13.4.11 Must possess a valid California driver's license and proof of current automobile insurance.

13.5 Mentor Coordinator (in-kind)

Duties:

13.5.1 Facilitate mentor-youth/young adult matching by recruiting and developmentally assessing eligible youth/young adults for the program.

13.5.2 Provide case management for new and existing mentor-youth/young adult matches.

13.5.3 Plan workshops and outings/activities.

13.5.4 Initiate and maintain contact with social workers, caregivers and school personnel.

13.5.5 Assist with mentor training.

13.5.6 Represent Mentor Program to youth, group homes, foster parents, resource families, social workers, school personnel and in other arenas.

13.5.7 Conducts individualized one-on-one meetings with youth/young adults.

Qualifications:

13.5.8 Bachelor's Degree in social science, education, human services, or a related field preferred with a minimum of two (2) years of experience with non-profit organizations or relevant experience and experience with higher educational systems and foster youth.

13.5.9 Demonstrate strong independent project management skills and be proficient in Microsoft Word, Outlook, Excel and Internet; knowledge of PowerPoint preferred.

13.5.10 Must be a skilled writer and comfortable presenting oneself in professional and community settings and must be able to do public

speaking.

13.5.11 Demonstrate a basic understanding of human development and child abuse issues.

13.5.12 Must possess a valid California driver's license and proof of current automobile insurance.

13.6 Children's Trust Fund Advisor (in-kind)

Duties:

13.6.1 Facilitate ~~Children Trust Fund (CTF)~~ orientations and financial and educational assessments of youth/young adults, review financial aid applications, determine appropriateness of application, recommend action, determine appropriate funding, payment schedule, and disburse ~~CTF~~ Financial Assistance funds to youth/young adults.

13.6.2 Communicate with youth/young adults about their ~~CTF~~ Financial Assistance application status and refer youth/young adults to additional financial resources.

13.6.3 ~~Represent and promote CTF by providing~~ Provide information about the Financial Assistance for youth/young adults to group homes, ~~foster parents~~ resource families, social workers, Court Appointed Special Advocates and local colleges and universities, through speaking engagements and program materials.

13.6.4 Provide meeting/event support (preparation, facilitation, minutes and/or reports).

13.6.5 ~~Provide quarterly updates to the CTF Committee and respond to other internal and external needs upon request.~~

13.6.6 ~~Distribute the CTF E-Newsletter monthly.~~

13.6.7 Update and maintain ~~CTF~~ the Financial Assistance database.

13.6.8 Conducts individualized one-on-one meetings with

youth/young adults.

Qualifications:

13.6.9 Bachelor's Degree in social science, education, or related field with a minimum of two (2) years of experience with higher education, foster youth, case management or counseling.

13.6.10 Possess knowledge and understanding of higher education financial aid, scholarship opportunities and grants.

13.6.11 Demonstrate strong, independent project management skills and be proficient in Microsoft Office applications, such as Word, Outlook, Excel, Power Point, and Access.

13.6.12 Be comfortable with and understand adolescent & child abuse issues.

13.6.13 Must be a skilled writer and comfortable speaking on the phone and presenting in professional and community settings.

13.6.14 Must possess a valid California driver's license and proof of current automobile insurance.

13.7 Program Assistant

Duties:

13.7.1 Manage and enter all incoming CTF Financial Assistance applications into the database, enter updates, and verify CTF Financial Assistance and ILP eligibility.

13.7.2 Communicate with youth/young adults about their CTF Financial Assistance application.

13.7.3 Distribute ILP Dollar Incentives checks and gift cards to youth/young adults. and manage the Gift Card Hotline to document requests and respond to youth/young adults.

13.7.4 Serve as the main CTF Financial Assistance contact to assist with questions, documents, referrals, etc.

13.7.5 Provide meeting/event support (preparation, minutes and/or reports).

13.7.6 Responsible for overall efficient completeness of database youth/young adult (client) general tab by entering all new youth/young adult records, Orangewood Resource Center (ORC) attendance, services provided and maintaining and reconciling ILP files.

13.7.7 Manage Transitional Independent Living Plan (TILP) referrals.

13.7.8 Prepare monthly flex fund report, order office and kitchen supplies, and provide reception desk back-up coverage as needed.

Qualifications:

13.7.9 Bachelor's Degree preferred, high school diploma with approximately two (2) years of experience performing administrative functions acceptable.

13.7.10 Excellent written and oral communication skills including phone experience, proficient in all Microsoft Office applications, Outlook, Excel, Power Point, E-mail, and able to learn new programs quickly.

13.7.11 Must possess a valid California driver's license and proof of current automobile insurance.

13.8 Peer Mentor (in-kind)

Duties:

13.8.1 Provide direct service to youth/young adults as instructional assistants and facilitators in workshops, seminars, and events.

13.8.2 May assist with assessments, orientations, and implementation of Independent Living Plans.

Qualifications:

13.8.3 Some college preferred.

13.8.4 Must be former foster youth over the age of nineteen (19)

years.

13.8.5 Position may require bilingual Spanish speaking.

13.9 Director of Transitional Age Youth Services

Duties:

13.9.1 ~~Oversees the direct service programs for emancipating foster youth. Provide assistance to the EILP Program Supervisors in setting program objectives and outcome goals. Interacts regularly with SSA staff to maintain communication and the sharing of information.~~

Qualifications:

13.9.2 ~~Master's degree in human services field with a minimum of two (2) years of experience in human services coordinating social services related programs. Excellent understanding of issues related to child abuse.~~

13.10 Senior Accountant

Duties:

13.10.1 Oversees contractual financial compliance, prepares monthly invoice from payroll records and expense report, prepares budget modification requests if necessary.

Qualifications:

13.10.2 Minimum of four (4) years of accounting and bookkeeping experience. Advanced education in accounting is preferred. Education may be substituted for experience on the following basis: one (1) year of experience in the maintenance and review of fiscal, financial or statistical records may be substituted by completion of twelve (12) semesters or eighteen (18) quarters in accounting, business math, bookkeeping, or a closely related field.

13.11 Transitional Housing Site Supervisor (in-kind)

Duties:

13.11.1 Provide supervision and direction to Transitional Housing

staff.

13.11.2 Conduct individualized one-on-one meetings with youth/young adults to establish goals and assist them in attaining their individualized ILP Services Plan goals.

Qualifications:

13.11.3 Bachelor's Degree in Human Services field or equivalent, preferred.

13.11.4 Supervisor experience preferred.

13.11.5 Significant experience working with adolescents in the foster care system.

13.11.6 Proficient in Microsoft Office: Outlook, Word, Access and internet.

13.11.7 Must be a minimum of 21 (twenty-one) years old.

13.11.8 Must possess a valid California driver's license and proof of current automobile insurance.

13.12 Volunteer

Duties:

13.12.1 Provide child care,

Qualifications:

13.12.2 Must pass background screening conducted by CONTRACTOR, possess current CPR certification and be assessed by CONTRACTOR and approved by ADMINISTRATOR, as appropriate child care provider.

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