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AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
NEW ALTERNATIVES, INCORPORATED  
FOR THE PROVISION OF  
RESPITE CARE SERVICES

THIS AGREEMENT, entered into this 1st day of July 2016, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and NEW ALTERNATIVES, INCORPORATED, 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 respite care services; and

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 1, 2016, and terminate on June 30, 2017, 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 valid 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.

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

4           4.     DESCRIPTION OF SERVICES, STAFFING

5           4.1 CONTRACTOR agrees to provide those services, facilities, equipment  
6 and supplies, as described in the Exhibit "A" to the Agreement between County  
7 of Orange and New Alternatives, Incorporated, for the Provision of Respite  
8 Care Services, attached hereto and incorporated herein by reference-: Exhibit  
9 "A" relating to the Scope of Work, and Exhibit "B" relating to the  
10 Definitions. CONTRACTOR shall operate continuously throughout the term of  
11 this Agreement with the number and type of staff described and as required for  
12 provision of services hereunder.

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

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

20           5.     LICENSES AND STANDARDS

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

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

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

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

20           6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

21           6.1 Delegation and Assignment:

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

1 be deemed an assignment of benefits under the terms of this Agreement  
2 requiring COUNTY approval.

3 6.2 Subcontracts:

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

11 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

12 7.1 Form of Business Organization:

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

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

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

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

26 7.2 Change in Form of Business Organization:

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

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

6 7.3 Real Property Disclosure:

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

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

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

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

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

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

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

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



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

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

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

## 25   8.   NON-DISCRIMINATION

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

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

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

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

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

18 8.5 Non-Discrimination in Employment:

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

1                   8.5.2     CONTRACTOR shall refer any and all employees desirous of  
2 filing a formal discrimination complaint to:

3                   California Department of Social Services

4                   Public Inquiry and Response Bureau

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

6                   Sacramento, CA 95814

7                   Telephone: (800) 952-5253

8                                   (800) 952-8349 (For the hard of hearing)

9                   8.6     Non-Discrimination in Service Delivery:

10                   8.6.1     CONTRACTOR shall comply with Titles VI and VII of the  
11 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of  
12 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food  
13 Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II  
14 of the Americans with Disabilities Act of 1990, as amended; California Civil  
15 Code Section 51 et seq., as amended; California Government Code (CGC) Sections  
16 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC  
17 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-  
18 98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8);  
19 Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996;  
20 and other applicable Federal and State laws, as well as their implementing  
21 regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15;  
22 and Title 28 CFR Part 42), and any other law pertaining to Equal Employment  
23 Opportunity, Affirmative Action and Nondiscrimination as each may now exist or  
24 be hereafter amended.     CONTRACTOR shall not implement any administrative  
25 methods or procedures which would have a discriminatory effect or which would  
26 violate the CDSS Manual of Policies and Procedures (MPP) Division 21, Chapter  
27 21-100.     If there are any violations of this Paragraph, CDSS shall have the  
28 right to invoke fiscal sanctions or other legal remedies in accordance with

1 WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the  
2 issue may be referred to the appropriate Federal agency for further compliance  
3 action and enforcement of Subparagraph 8.6 et seq.

4 8.6.2 CONTRACTOR shall provide any and all clients desirous of  
5 filing a formal complaint any and all information as appropriate:

6 8.6.2.1 Pamphlet: "Your Rights Under California  
7 Welfare Programs" (PUB 13)

8 8.6.2.2 Discrimination Complaint Form

9 8.6.2.3 Civil Rights Contacts:

10 County Civil Rights Contact:

11 Orange County Social Services Agency

12 Program Integrity

13 Attn: Civil Rights Coordinator

14 P.O. Box 22001

15 Santa Ana, CA 92702-2001

16 Telephone: (714) 438-8877

17 State Civil Rights Contact:

18 California Department of Social Services

19 Civil Rights Bureau

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

21 Sacramento, CA 94244-2430

22 Federal Civil Rights Contact:

23 U.S. Department of Health and Human Services

24 Office of Civil Rights

25 50 U.N. Plaza, Room 322

26 San Francisco, CA 94102

27 9. NOTICES

28 9.1 All notices, claims, correspondence, reports and/or statements

1 authorized or required by this Agreement shall be addressed as follows:

2 COUNTY: County of Orange Social Services Agency  
3 Contract Services  
4 500 North State College Boulevard, Suite 100  
5 Orange, CA 92868

6  
7 CONTRACTOR: New Alternatives, Inc.  
8 Administrative Office  
9 3589 Fourth Avenue  
10 San Diego, CA 92103

11 9.2 All notices shall be deemed effective when in writing and  
12 deposited in the United States mail, first class, postage prepaid and  
13 addressed as above. Any notices, claims, correspondence, reports and/or  
14 statements authorized or required by this Agreement addressed in any other  
15 fashion shall be deemed not given. ADMINISTRATOR and CONTRACTOR may mutually  
16 agree in writing to change the addresses to which notices are sent.

17 10. NOTICE OF DELAYS

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

23 11. INDEMNIFICATION

24 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in  
25 writing by COUNTY, and hold U.S. Department of Health and Human Services, the  
26 State, COUNTY, and their elected and appointed officials, officers, employees,  
27 agents and those special districts and agencies which COUNTY's Board of  
28 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from

1 any claims, demands or liability of any kind or nature, including but not  
2 limited to personal injury or property damage, arising from or related to the  
3 services, products or other performance provided by CONTRACTOR pursuant to  
4 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a  
5 court of competent jurisdiction because of the concurrent active negligence of  
6 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will  
7 be apportioned as determined by the court. Neither party shall request a jury  
8 apportionment.

9 12. INSURANCE

10 12.1 Prior to the provision of services under this Agreement,  
11 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense  
12 and to deposit with ADMINISTRATOR Certificates of Insurance, including all  
13 endorsements required herein, necessary to satisfy COUNTY that the insurance  
14 provisions of this Agreement have been complied with, and to keep such  
15 insurance coverage and the certificates therefore on deposit with  
16 ADMINISTRATOR during the entire term of this Agreement. CONTRACTOR shall  
17 ensure that all subcontractors performing work on behalf of CONTRACTOR  
18 pursuant to this agreement shall be covered under CONTRACTOR's insurance as an  
19 Additional Insured or maintain insurance subject to the same terms and  
20 conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow  
21 subcontractors to work if subcontractors have less than the level of coverage  
22 required by County from CONTRACTOR under this agreement. It is the obligation  
23 of Contractor to provide notice of the insurance requirements to every  
24 subcontractor and to receive proof of insurance prior to allowing any  
25 subcontractor to begin work. Such proof of insurance must be maintained by  
26 CONTRACTOR through the entirety of this Agreement for inspection by COUNTY  
27 representative(s) at any reasonable time.

28 12.2 CONTRACTOR shall ensure that all subcontractors performing work on

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

3 12.3 All self-insured retentions (SIRs) and deductibles shall be  
4 clearly stated on the Certificate of Insurance. If no SIRs or deductibles  
5 apply, indicate this on the Certificate of Insurance with a zero (0) by the  
6 appropriate line of coverage. Any self-insured retention (SIR) or deductible  
7 in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall  
8 specifically be approved by the County Executive Office (CEO)/Office of Risk  
9 Management upon review of CONTRACTOR's current audited financial report.

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

12 12.5 Qualified Insurer:

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

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

23 12.7 The policy or policies of insurance maintained by CONTRACTOR shall  
24 provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate

1 Automobile Liability including coverage for \$1,000,000 per occurrence  
 2 owned, non-owned and hired vehicles

3 Workers' Compensation Statutory

4 Employer's Liability Insurance \$1,000,000 per occurrence

5 Network Security & Privacy Liability \$1,000,000 per claims made

6 Sexual Misconduct Liability \$1,000,000 per occurrence

7  
 8 12.8 Required Coverage Forms:

9 12.8.1 Commercial General Liability coverage shall be written on  
 10 Insurance Services Office (ISO) form CG 00 01 or a substitute form providing  
 11 liability coverage at least as broad.

12 12.8.2 Business Auto Liability coverage shall be written on ISO  
 13 form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing  
 14 coverage at least as broad.

15 12.9 Required Endorsements:

16 12.9.1 Commercial General Liability policy shall contain the  
 17 following endorsements, which shall accompany the Certificate of Insurance:

18 12.9.1.1 An Additional Insured endorsement using ISO  
 19 form CG 2010 or CG 2033 or a form at least as broad naming the County of  
 20 Orange, its elected and appointed officials, officers, agents and employees,  
 21 as Additional Insureds.

22 12.9.1.2 A primary non-contributing endorsement  
 23 evidencing that CONTRACTOR's insurance is primary and any insurance or self-  
 24 insurance maintained by the County of Orange shall be excess and non-  
 25 contributing.

26 12.9.2 The Network Security and Privacy Liability policy shall  
 27 contain the following endorsements which shall accompany the Certificate of  
 28 Insurance.



1                   12.9.2.1     An Additional Insured endorsement naming the  
2 County of Orange, its elected and appointed officials, officers, agents and  
3 employees as Additional Insureds for its vicarious liability.

4                   12.9.2.2     A primary and non-contributing endorsement  
5 evidencing that the CONTRACTOR's insurance is primary and any insurance or  
6 self-insurance maintained by the County of Orange shall be excess and non-  
7 contributing.

8                   12.10 All insurance policies required by this Agreement shall waive all  
9 rights of subrogation against the County of Orange, its elected and appointed  
10 officials, officers, agents and employees when acting within the scope of  
11 their appointment or employment.

12                  12.11 The Workers' Compensation policy shall contain a waiver of  
13 subrogation endorsement waiving all rights of subrogation against the County  
14 of Orange, its elected and appointed officials, officers, agents and  
15 employees.

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

21                  12.13 If CONTRACTOR's Network Security & Privacy Liability policy is a  
22 "claims made" policy, CONTRACTOR shall agree to maintain Network Security &  
23 Privacy Liability coverage for two (2) years following completion of this  
24 Agreement.

25                  12.14 The Commercial General Liability policy shall contain a  
26 severability of interests clause also known as a "separation of insureds"  
27 clause (standard in the ISO CG 0001 policy).

28                  12.15 Insurance certificates should be mailed to COUNTY at the address

1 indicated in Paragraph 9 of this Agreement.

2 12.16 If CONTRACTOR fails to provide the insurance certificates and  
3 endorsements within seven (7) days of notification by CEO/County Procurement  
4 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

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

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

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

21 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

22 CONTRACTOR shall report to COUNTY:

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

27 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising  
28 from or related to services performed by CONTRACTOR under this Agreement.

1 Such report shall be submitted to COUNTY within twenty-four (24) hours of  
2 occurrence.

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

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

10 14. CONFLICT OF INTEREST

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

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

21 15. ANTI-PROSELYTISM PROVISION

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

26 16. SUPPLANTING GOVERNMENT FUNDS

27 CONTRACTOR shall not supplant any Federal, State or COUNTY funds  
28 intended for the purposes of this Agreement with any funds made available

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

8 17. EQUIPMENT

9 17.1 All items purchased with funds provided under this Agreement, or  
10 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of  
11 at least five hundred dollars (\$500), including sales tax, shall be considered  
12 Capital Equipment. Title to all Capital Equipment shall, upon purchase, vest  
13 and remain in COUNTY. The use of such items of Capital Equipment is limited  
14 to the performance of this Agreement. Upon the termination of this Agreement,  
15 CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY  
16 or its representatives, or dispose of them in accordance with the directions  
17 of ADMINISTRATOR.

18 CONTRACTOR further agrees to the following:

19 17.1.1 To maintain all items of Capital Equipment in good  
20 working order and condition, normal wear and tear excepted.

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

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

1 police report submitted to ADMINISTRATOR.

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

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

15 17.3 Personal Computer Equipment:

16 No personal computers and/or personal electronic devices, such as  
17 tablets and laptop computers, or any component thereof may be purchased with  
18 funds provided under this Agreement, regardless of purchase price, without  
19 prior written approval of ADMINISTRATOR. Any such purchase shall be in  
20 accordance with specifications provided by ADMINISTRATOR, be subject to the  
21 same inventory control conditions specified in Subparagraphs 17.1.1 to 17.1.4  
22 and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY  
23 upon termination of this Agreement.

24 18. BREACH SANCTIONS

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

1 Agreement:

2 18.1 Afford CONTRACTOR a time period within which to cure the breach,  
3 which period shall be established by ADMINISTRATOR; and/or

4 18.2 Discontinue reimbursement to CONTRACTOR for and during the period  
5 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to  
6 later recovery; and/or

7 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
8 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

11 19. PAYMENTS

12 19.1 Maximum Contractual Obligation:

13 The maximum obligation of COUNTY under this Agreement shall not  
14 exceed the amount of \$827,045: the amount of \$165,409 for July 1, 2016  
15 through June 30, 2017; the amount of \$165,409 for July 1, 2017 through June  
16 30, 2018; the amount of \$165,409 for July 1, 2018 through June 30, 2019; the  
17 amount of \$165,409 for July 1, 2019 through June 30, 2020; and the amount of  
18 \$165,409 for July 1, 2020 through June 30, 2021 or actual allowable costs,  
19 whichever is less.

20 19.2 Allowable Costs:

21 During the term of this Agreement, COUNTY shall pay CONTRACTOR  
22 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR  
23 pursuant to this Agreement, as defined in 2 CFR, Part 230 or as approved by  
24 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR  
25 for anticipated allowable costs that will be incurred by CONTRACTOR for June  
26 2017, June 2018, June 2019, June 2020 and June 2021, during the month of such  
27 anticipated expenditure.

28 ///

1           19.3 Match:

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

11           19.4 Claims:

12           19.4.1 CONTRACTOR shall submit monthly claims to be received by  
13 ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for  
14 expenses incurred in the preceding month. In the event the twentieth (20<sup>th</sup>)  
15 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the  
16 claim the next business day. COUNTY holidays include New Year's Day, Martin  
17 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,  
18 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,  
19 Friday after Thanksgiving, and Christmas Day.

20           19.4.2 All claims must be submitted on a form approved by  
21 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting  
22 source documents with the monthly claim, including, inter alia, a monthly  
23 statement of services, general ledgers, supporting journals, time sheets,  
24 invoices, canceled checks, receipts and receiving records, some of which may  
25 be required to be copied. Source documents that CONTRACTOR must submit shall  
26 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR  
27 shall retain all financial records in accordance with Paragraph 25 (Records,  
28 Inspections, and Audits) of this Agreement.

1           19.4.3    Payments should be released by COUNTY within a reasonable  
2 time period of approximately thirty (30) days after receipt of a correctly  
3 completed claim form and required supporting documentation.

4           19.4.4    Year End and Final Claims:

5           19.4.4.1    CONTRACTOR shall submit a final claim for  
6 each COUNTY fiscal year, July 1 through June 30, covered under the term of  
7 this Agreement as stated in Paragraph 1, by no later than August 30<sup>th</sup> of each  
8 corresponding COUNTY fiscal year. Claims received after August 30<sup>th</sup> of each  
9 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not  
10 be reimbursed. ADMINISTRATOR may modify the date upon which the final claim  
11 per each COUNTY fiscal year must be received, upon written notice to  
12 CONTRACTOR.

13           19.4.4.2    The basis for final settlement shall be the  
14 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 230,  
15 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,  
16 to the maximum obligation of COUNTY. In the event that any overpayment has  
17 been made, COUNTY may offset the amount of the overpayment against the final  
18 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall  
19 pay COUNTY all such sums within five (5) business days of notice from COUNTY.  
20 Nothing herein shall be construed as limiting the remedies of COUNTY in the  
21 event an overpayment has been made.

22   20.   OVERPAYMENTS

23           Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which  
24 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in  
25 accordance with any applicable regulations and/or policies in effect during  
26 the term of this Agreement, or as established by COUNTY procedure. Any  
27 overpayments made by COUNTY which result from a payment by any other funding  
28 source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the



1 funding source. Unless earlier repaid, CONTRACTOR shall make repayment within  
2 thirty (30) days after the date of the final audit findings report and prior  
3 to any administrative appeal process. In the event an overpayment owing by  
4 CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR  
5 shall reimburse COUNTY within thirty (30) days thereafter and prior to any  
6 administrative appeal process. CONTRACTOR agrees to pay all costs incurred by  
7 COUNTY necessary to enforce the provisions set forth in this Paragraph.

8 21. OUTSTANDING DEBT

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

12 22. REVENUE

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

18 22.2 CONTRACTOR is not required to apply grants or gifts which are  
19 unrestricted in use to any cost or expense of CONTRACTOR in which COUNTY  
20 participates.

21 22.3 Whenever CONTRACTOR receives any money specifically designated for  
22 use in programs funded through this Agreement, such monies shall be considered  
23 a cost off-set and treated as a reduction against the amount claimed by  
24 CONTRACTOR, except for Program Income as defined in Title 45 CFR Section  
25 92.25, as that section currently exists or may be hereafter amended. The  
26 procedure for designating money as Program Income is set forth in Paragraph 23  
27 of this Agreement.

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23. FINAL REPORT

CONTRACTOR shall complete and submit to ADMINISTRATOR a final report within sixty (60) days after the termination of this Agreement, which shall 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.

24. INDEPENDENT AUDIT

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

24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers January 1 through December 31. CONTRACTOR shall provide ADMINISTRATOR copies of organization-wide audits for 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 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 modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

25. RECORDS, INSPECTIONS AND AUDITS25.1 Financial Records:

25.1.1 CONTRACTOR shall prepare and maintain accurate and

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

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

10 25.2 Client Records:

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

14 25.2.2 All client records related to services provided under the  
15 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five  
16 (5) years from the date of final payment under this Agreement or until all  
17 pending COUNTY, State and Federal audits are completed, whichever is later.  
18 Notwithstanding anything to the contrary, upon termination of this Agreement,  
19 CONTRACTOR shall relinquish control with respect to client records to COUNTY  
20 in accordance with Subparagraph 43.2.

21 25.2.3 COUNTY may refuse payment for a claim if client records  
22 are determined by COUNTY to be incomplete or inaccurate. In the event client  
23 records are determined to be incomplete or inaccurate after payment has been  
24 made, COUNTY may treat such payment as an overpayment within the provisions of  
25 this Agreement.

26 25.3 Public Records:

27 With the exception of client records or other records referenced  
28 in Paragraph 31, entitled Confidentiality, all records, including but not

1 limited to, reports, audits, notices, claims, statements and correspondence,  
2 required by this Agreement may be subject to public disclosure. COUNTY will  
3 not be liable for any such disclosure.

4 25.4 Inspections and Audits:

5 25.4.1 The U.S. Department of Health and Human Services,  
6 Comptroller General of the United States, Director of CDSS, State Auditor-  
7 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit  
8 Department, or any of their authorized representatives, shall have access to  
9 any books, documents, papers and records, including medical records, of  
10 CONTRACTOR which any of them may determine to be pertinent to this Agreement  
11 for the purpose of financial monitoring. Further, all the above mentioned  
12 persons have the right at all reasonable times to inspect or otherwise  
13 evaluate the work performed or being performed under this Agreement and the  
14 premises in which it is being performed.

15 25.4.2 CONTRACTOR shall make its books and financial records  
16 available within the borders of Orange County within ten (10) days of receipt  
17 of written demand by ADMINISTRATOR.

18 25.4.3 In the event CONTRACTOR does not make available its books  
19 and financial records within the borders of Orange County, CONTRACTOR agrees  
20 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's  
21 designee, necessary to obtain CONTRACTOR's books and financial records.

22 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of  
23 COUNTY's liability to the State or Federal government or any agency thereof  
24 resulting from any disallowances or other audit exceptions to the extent that  
25 such liability is attributable to CONTRACTOR's failure to perform under this  
26 Agreement.

27 25.5 Evaluation Studies:

28 25.5.1 CONTRACTOR shall participate as requested by COUNTY in

1 research and/or evaluative studies designed to show the effectiveness and/or  
2 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's  
3 project.

4 26. PERSONNEL DISCLOSURE

5 26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of  
6 all personnel providing services hereunder, including résumés and job  
7 applications. Changes to the list will be immediately provided to  
8 ADMINISTRATOR in writing, along with a copy of a résumé and/or job  
9 application. The list shall include:

10 26.1.1 Names and dates of birth of all full or part-time  
11 personnel by title, including volunteer personnel, whose direct services are  
12 required to provide the programs described herein;

13 26.1.2 A brief description of the functions of each position and  
14 the hours each person works each week; or for part-time personnel, each day or  
15 month, as appropriate;

16 26.1.3 The professional degree, if applicable, and experience  
17 required for each position; and

18 26.1.4 The language skill, if applicable, for all personnel.

19 26.2 Where authorized by law, CONTRACTOR's employment applications  
20 shall require applicants to provide detailed information regarding the  
21 conviction of a crime by any court, for offenses other than minor traffic  
22 offenses. Information not disclosed in the employment application discovered  
23 subsequent to the hiring or promotion of any applicant shall be cause for  
24 termination of that employee from the performance of services under this  
25 Agreement.

26 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
27 COUNTY, a clearance on the following public websites the names and dates of  
28 birth for all employees and/or volunteers who will have direct, interactive

1 contact with clients served through this Agreement: U.S. Department of Justice  
2 National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender  
3 Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

4 26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
5 COUNTY, a criminal record background check on all employees (direct service  
6 and administrative) funded through this Agreement and also all non-funded  
7 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,  
8 interactive contact with clients served through this Agreement. Background  
9 checks conducted through the California Department of Justice shall include a  
10 check of the California Central Child Abuse Index, when applicable.  
11 Candidates will satisfy background checks consistent with this paragraph and  
12 their performance of services under this Agreement.

13 26.5 In the event a record is revealed through the processes described  
14 in Subparagraphs 26.3 and 26.4, COUNTY will be available to consult with  
15 CONTRACTOR on appropriateness of personnel providing services through this  
16 Agreement.

17 26.6 CONTRACTOR warrants that all persons employed or otherwise  
18 assigned by CONTRACTOR to provide services under this Agreement have  
19 satisfactory past work records and/or reference checks indicating their  
20 ability to perform the required duties and accept the kind of responsibility  
21 anticipated under this Agreement. CONTRACTOR shall maintain records of  
22 background investigations and reference checks undertaken and coordinated by  
23 CONTRACTOR for each employee and/or volunteer assigned to provide services  
24 under this Agreement for a minimum of five (5) years from the date of final  
25 payment under this Agreement or until all pending COUNTY, State and Federal  
26 audits are completed, whichever is later, in compliance with all applicable  
27 laws.

28 26.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the

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

9 26.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
10 staff performing work hereunder and any proposed changes in CONTRACTOR's  
11 staff.

12 26.9 COUNTY shall have the right to require CONTRACTOR to remove any  
13 employee from the performance of services under this Agreement. At the  
14 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

15 26.10 CONTRACTOR shall notify COUNTY immediately when staff is  
16 terminated for cause from working on this Agreement.

17 26.11 Disqualification, if any, of CONTRACTOR staff, pursuant to  
18 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all  
19 work in accordance with the terms and conditions of this Agreement.

20 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

1 Section 1324 et seq., as they currently exist and as they may be hereafter  
2 amended. CONTRACTOR shall retain all such documentation for all covered  
3 employees for the period prescribed by the law. CONTRACTOR shall indemnify,  
4 defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY,  
5 its agents, officers and employees from employer sanctions and any other  
6 liability which may be assessed against CONTRACTOR or COUNTY or both in  
7 connection with any alleged violation of any Federal or State statutes or  
8 regulations pertaining to the eligibility for employment of any persons  
9 performing work under this Agreement.

10 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

11 28.1 In order to comply with child support enforcement requirements of  
12 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days  
13 of the award of this Agreement:

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

26 28.2 The failure of CONTRACTOR to timely submit the data or  
27 certifications required by subsections (a), (b), (c), or (d), or to comply  
28 with all Federal and State employee reporting requirements for child support



1 enforcement or to comply with all lawfully served Wage and Earnings Assignment  
2 Orders and Notices of Assignment shall constitute a material breach of this  
3 Agreement, and failure to cure such breach within sixty (60) calendar days of  
4 notice from COUNTY shall constitute grounds for termination of this Agreement.

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

8 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

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

26 31. CONFIDENTIALITY

27 31.1 CONTRACTOR agrees to maintain the confidentiality of its records  
28 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,

1 and all other provisions of law, and regulations promulgated thereunder  
2 relating to privacy and confidentiality, as each may now exist or be hereafter  
3 amended.

4 31.2 All records and information concerning any and all persons  
5 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and  
6 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and  
7 volunteers. CONTRACTOR shall require all of its employees, agents,  
8 subcontractors and volunteer staff who may provide services for CONTRACTOR  
9 under this Agreement to sign an agreement with CONTRACTOR before commencing  
10 the provision of any such services, to maintain the confidentiality of any and  
11 all materials and information with which they may come into contact, or the  
12 identities or any identifying characteristics or information with respect to  
13 any and all participants referred to CONTRACTOR by COUNTY, except as may be  
14 required to provide services under this Agreement or to those specified in  
15 this Agreement as having the capacity to audit CONTRACTOR, and as to the  
16 latter, only during such audit. CONTRACTOR shall comply with any audits  
17 specified in Paragraph 25, provide reports and any other information required  
18 by COUNTY in the administration of this Agreement, and as otherwise permitted  
19 by law.

20 31.3 CONTRACTOR shall inform all of its employees, agents,  
21 subcontractors, volunteers and partners of this provision and that any person  
22 violating the provisions of said State law may be guilty of a crime.

23 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall  
24 be subject to the confidentiality requirements of this Agreement.

25 31.5 CONTRACTOR agrees to maintain the confidentiality of its records  
26 with respect to Juvenile Court matters, in accordance with WIC Section 827,  
27 all applicable statutes, caselaw, and Orange County Juvenile Court Policy  
28 regarding Confidentiality, as it now exists or may hereafter be amended.

1           31.5.1 No access, disclosure or release of information regarding  
2 a child who is the subject of Juvenile Court proceedings shall be permitted  
3 except as authorized. If authorization is in doubt, no such information shall  
4 be released without the written approval of a Judge of the Juvenile Court.

5           31.5.2 CONTRACTOR must receive prior written approval of the  
6 Juvenile Court before allowing any child to be interviewed, photographed or  
7 recorded by any publication or organization or to appear on any radio,  
8 television or internet broadcast or make any other public appearance. Such  
9 approval shall be requested through child's Social Worker.

10       32. COPYRIGHT ACCESS

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

15       33. WAIVER

16           No delay or omission by either party hereto to exercise any right or  
17 power accruing upon any noncompliance or default by the other party with  
18 respect to any of the terms of this Agreement shall impair any such right or  
19 power or be construed to be a waiver thereof. A waiver by either of the  
20 parties hereto of any of the covenants, conditions, or agreements to be  
21 performed by the other shall not be construed to be a waiver of any succeeding  
22 breach thereof or of any other covenant, condition or agreement herein  
23 contained.

24       34. PETTY CASH

25           CONTRACTOR is authorized to establish a petty cash fund in an amount not  
26 to exceed ~~two hundred and fifty dollars (\$250)~~ one thousand dollars (\$1,000).

27       35. PUBLICITY

28           35.1 Information and solicitations, prepared and released by

1 CONTRACTOR, concerning the services provided under this Agreement shall state  
2 that the program, wholly or in part, is funded through COUNTY, State and  
3 Federal government funds.

4 35.2 CONTRACTOR shall not disclose any details in connection with this  
5 Agreement to any person or entity except as may be otherwise provided  
6 hereunder or required by law. However, in recognizing CONTRACTOR's need to  
7 identify its services and related clients to sustain itself, COUNTY shall not  
8 inhibit CONTRACTOR from publishing its role under this Agreement within the  
9 following conditions:

10 35.2.1 CONTRACTOR shall develop all publicity material in a  
11 professional manner; and

12 35.2.2 During the term of this Agreement, CONTRACTOR shall not,  
13 and shall not authorize another to, publish or disseminate any commercial  
14 advertisements, press releases, feature articles, or other materials using the  
15 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not  
16 unreasonably withhold written consent.

17 36. COUNTY RESPONSIBILITIES

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

20 37. REFERRALS

21 37.1 Services shall be provided to children and their families at risk  
22 of abuse or neglect or who have been abused or neglected. CONTRACTOR shall  
23 give first priority for services to those children referred by COUNTY or  
24 COUNTY's designee on COUNTY's referral form by ADMINISTRATOR.

25 38. REPORTS

26 38.1 CONTRACTOR shall provide information deemed necessary by  
27 ADMINISTRATOR to complete any State-required reports related to the services  
28 provided under this Agreement.

1           38.2 CONTRACTOR shall maintain records and submit reports containing  
2 such data and information regarding the performance of CONTRACTOR's services,  
3 costs or other data relating to this Agreement, as may be requested by  
4 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may  
5 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

6           39. ENERGY EFFICIENCY STANDARDS

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

10          40. ENVIRONMENTAL PROTECTION STANDARDS

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

16           40.1 No facility to be utilized in the performance of the proposed  
17 grant has been listed on the EPA List of Violating Facilities;

18           40.2 It will notify COUNTY prior to award of the receipt of any  
19 communication from the Director, Office of Federal Activities, U.S. EPA,  
20 indicating that a facility to be utilized for the grant is under consideration  
21 to be listed on the EPA List of Violating Facilities; and

22           40.3 It will notify COUNTY and EPA about any known violation of the  
23 above laws and regulations.

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

26          CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121  
27 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those  
28 provisions set down by the OMB and published in the Federal Register dated

1 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and  
2 regulations, it is mutually understood that any contract which utilizes  
3 Federal monies in excess of \$100,000 must contain and CONTRACTOR must certify  
4 compliance utilizing a form provided by ADMINISTRATOR that cites the  
5 following:

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

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

12 1) No Federal appropriated funds have been paid or will  
13 be paid to any person for influencing or attempting to influence an officer or  
14 employee of any agency, a Member of Congress, an officer or employee of  
15 Congress, or an employee of a Member of Congress on his or her behalf in  
16 connection with the awarding of any Federal contract, the making of any  
17 Federal grant, the making of any Federal loan, the entering into of any  
18 cooperative agreement, and the extension, continuation, renewal, amendment or  
19 modification of any Federal contract, grant, loan or cooperative agreement;

20 2) If any funds other than Federal appropriated funds  
21 (including profit or fee received under a covered Federal transaction) have  
22 been paid, or will be paid, to any person for influencing or attempting to  
23 influence an officer or employee of any agency, a Member of Congress, an  
24 officer or employee of Congress, or an employee of a Member of Congress on his  
25 or her behalf in connection with this solicitation, the offeror shall complete  
26 and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying  
27 Activities, to the Contracting Officer; and  
28

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

5                   C. Submission of this certification and disclosure is a  
6 prerequisite for making or entering into this Agreement imposed by Section  
7 1352, Title 31, USC. Any person who makes an expenditure prohibited under  
8 this provision or who fails to file or amend the disclosure form to be filed  
9 or amended by this provision, shall be subject to a civil penalty of not less  
10 than \$10,000, and not more than \$100,000, for each such failure.

11                   42. POLITICAL ACTIVITY

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

15                   43. TERMINATION PROVISIONS

16                   43.1 ADMINISTRATOR may terminate this Agreement without penalty  
17 immediately with cause or after thirty (30) days written notice without cause,  
18 unless otherwise specified. Notice shall be deemed served on the date of  
19 mailing. Cause shall be defined as any breach of contract, any  
20 misrepresentation or fraud on the part of CONTRACTOR. Exercise by  
21 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of  
22 all further obligations under this Agreement.

23                   43.2 Upon termination, or notice thereof, CONTRACTOR agrees to  
24 cooperate with ADMINISTRATOR in the orderly transfer of service  
25 responsibilities, active case records, and pertinent documents.

26                   43.3 The obligations of COUNTY under this Agreement are contingent upon  
27 the availability of Federal and/or State funds, as applicable, for the  
28 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds

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

9 43.4 If any provision of this Agreement or the application thereof is  
10 held invalid, the remainder of this Agreement shall not be affected thereby.

11 44. GOVERNING LAW AND VENUE

12 This Agreement has been negotiated and executed in the State of  
13 California and shall be governed by and construed under the laws of the State  
14 of California. In the event of any legal action to enforce or interpret this  
15 Agreement, the sole and exclusive venue shall be a court of competent  
16 jurisdiction located in Orange County, California, and the parties hereto  
17 agree to and do hereby submit to the jurisdiction of such court,  
18 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties  
19 specifically agree to waive any and all rights to request that an action be  
20 transferred for trial to another county.

21 45. SIGNATURE IN COUNTERPARTS

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

25 ///

26 ///

27 ///

28 ///



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

By: \_\_\_\_\_ By: \_\_\_\_\_  
TIMOTHY H. FARLEY CHAIRWOMAN OF THE BOARD OF SUPERVISORS  
ASSISTANT EXECUTIVE DIRECTOR COUNTY OF ORANGE, CALIFORNIA  
NEW ALTERNATIVES, INCORPORATED

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: \_\_\_\_\_

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EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND

NEW ALTERNATIVES, INCORPORATED  
FOR THE PROVISION OF  
RESPITE CARE SERVICES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide respite care services through  
~~subcontracts~~ with COUNTY licensed foster parents serving as respite care  
providers for children birth (0) through to nineteen (19) years of age, who  
meet any one of the following criteria:

1.1.1 Children Identified as at-risk of abuse and/or neglect  
and referred by ADMINISTRATOR to CONTRACTOR on ADMINISTRATOR approved referral  
form.;

1.1.2 Foster children placed by ADMINISTRATOR in an Emergency  
Shelter Home (ESH), a licensed foster family home (FFH), a Foster Family  
Agency (FFA) certified foster home, or a relative caregiver's or non-relative  
extended family member's (NREFM) home, exempt from licensure or a  
Therapeutic/Treatment Foster (TTF) Home:

1.1.3 Children placed or awaiting placement by ADMINISTRATOR at  
Orangewood Children and Family Center (OCFC)-;

1.1.4 Birth child(ren) of foster parents in the home at the  
time respite services are to be provided to foster child(ren)-;

~~1.1.5 Foster children who are physically disabled or~~

1 ~~handicapped, suffer emotional or behavioral disorders, are human immune~~  
 2 ~~deficiency virus (HIV) positive, or exhibit severe health problems.~~

3 1.1.6 Non-Minor Dependent (NMDs) children eighteen (18) to  
 4 nineteen (19) years in need of temporary respite care services due to special  
 5 circumstances, such as a medical condition that requires adult supervision-;

6 1.1.7 Children referred by Social Services Agency (SSA)  
 7 Domestic Abuse Services Unit (DASU);

8 1.1.8 Children referred by their birth parents ~~or adoptive~~  
 9 ~~parents~~, if considered to be at risk of abuse or neglect (~~hereafter, non-CFS~~  
 10 ~~children~~);

11 1.1.9 Children who are physically disabled or handicapped,  
 12 suffer emotional or behavioral disorders, are human immune deficiency virus  
 13 (HIV)-positive or exhibit severe health problems;

14 1.1.10 Children who are victims of commercial sexual  
 15 exploitation, belong to sibling sets or may have special medical needs.

16 1.2 Upon ADMINISTRATOR's request, CONTRACTOR shall serve referrals  
 17 from the community.

## 18 2. WORKLOAD STANDARDS

19 2.1 CONTRACTOR's workload standards with respect to this Exhibit A are  
 20 as follows:

21 2.1.1 Minimum ~~twenty-one~~ fifteen thousand three hundred  
 22 ~~(21,300)~~ (15,300) number of hours of respite care services to be provided;-

23 2.1.2 All children referred for respite care shall be served.

24 ~~2.1.3 Minimum number of children to be placed in respite care:~~  
 25 ~~three hundred (300).~~

26 2.2 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to  
 27 modify workload standards as set forth in this Paragraph and as authorized by  
 28 COUNTY in accordance with Subparagraph 43.3 of this Agreement.

1           3.     ~~DEFINITIONS:~~

2                 3.1     ~~CFS means Children and Family Services Division of the County of~~  
3     ~~Orange Social Services Agency (SSA).~~

4                 3.2     ~~CFS Children means children with an open SSA referral or case.~~

5                 3.3     ~~Children at-risk means children identified as being at risk of~~  
6     ~~abuse and/or neglect and referred by ADMINISTRATOR to CONTRACTOR.~~

7                 3.4     ~~Developmentally Disabled/Handicapped (Level I) means foster~~  
8     ~~children with a history of an at-risk condition requiring early detection of~~  
9     ~~deviations from normal physical growth and developmental milestones.~~

10                3.5     ~~Developmentally Disabled/Handicapped (Level II) means foster~~  
11     ~~children with a diagnosis or at-risk condition, which requires monitoring~~  
12     ~~and/or special interventions.~~

13                3.6     ~~Developmentally Disabled/Handicapped (Level III) means foster~~  
14     ~~children with a diagnosis or at-risk condition, which requires close~~  
15     ~~monitoring and/or frequent interventions.~~

16                3.7     ~~Developmentally Disabled/Handicapped (Level IV) means medically~~  
17     ~~fragile foster children having a diagnosis or at-risk condition that requires~~  
18     ~~an extensive medical regime of continuous monitoring, frequent and daily~~  
19     ~~interventions, and the aid of specialized medical equipment.~~

20                3.8     ~~Emergency Shelter Home (ESH) means a licensed foster family home~~  
21     ~~contracted with COUNTY to provide short term emergency shelter care for~~  
22     ~~children.~~

23                3.9     ~~Emotional/Behavioral Minimum means foster children who require a~~  
24     ~~greater degree of care and supervision than normal, due to educational~~  
25     ~~problems, enuresis, hyperactivity, occasional emotional or behavioral~~  
26     ~~problems, minimal brain dysfunction, or family visits causing significant~~  
27     ~~problems for the child and caretaker.~~

28                3.10    ~~Emotional/Behavioral Moderate means foster children who require~~

1 ~~frequent, special individual care and supervision due to ongoing aggressive or~~  
2 ~~destructive behavior, daytime enuresis, encopresis, hyperactivity, frequent~~  
3 ~~emotional or behavioral problems, minimal brain dysfunction, emotional~~  
4 ~~problems resulting in serious peer relationship problems, attachment disorder~~  
5 ~~behaviors, law violations, school problems, or substance abuse problems.~~

6 3.11 ~~Emotional/Behavioral Intensive means foster children who require~~  
7 ~~continuous supervision and special attention on a daily basis, based on the~~  
8 ~~severity of one (1) or more of the conditions listed in Subparagraphs 3.9 and~~  
9 ~~3.10.~~

10 3.12 ~~Emotional/Behavioral Therapeutic means foster children requiring~~  
11 ~~continuous care and supervision on a daily basis in accordance with a~~  
12 ~~professional treatment or behavior management plan and would otherwise require~~  
13 ~~placement in a group home or institutional setting due to emotional or~~  
14 ~~behavioral problems.~~

15 3.13 ~~Foster Children means those children placed by ADMINISTRATOR in an~~  
16 ~~ESH, a licensed foster family home, FFA certified foster home or the home of a~~  
17 ~~relative or NREFM exempt from licensure.~~

18 3.14 ~~Foster Family Agency (FFA) means a California Department of Social~~  
19 ~~Services (CDSS) licensed organization that recruits, trains, certifies and~~  
20 ~~supervises foster parents, in accordance with California Health and Safety~~  
21 ~~Code Section 1502 (a)(4) and California Community Care Licensing Division~~  
22 ~~Title 22 Regulations.~~

23 3.15 ~~FFA Certified Foster Home (FFA home) means those homes certified~~  
24 ~~by a FFA to receive placement of foster children.~~

25 3.16 ~~Foster Family Home (FFH) means those homes licensed by the County~~  
26 ~~of Orange ADMINISTRATOR'S Licensing Division or California Department of~~  
27 ~~Social Services (CDSS) for twenty-four (24) hour non-medical care and~~  
28 ~~supervision.~~

1           3.17 Foster Parent means the person, and including his or her spouse if  
2 the spouse is a resident of the same household, providing care, custody, and  
3 control of a foster child in a licensed foster family home or licensed small  
4 family home, in accordance with Health and Safety Code Section 1527(d).

5           3.18 Limited Term In-Home Respite Care means services are available for  
6 a minimum of one (1) hour up to a maximum of seventy two (72) hours per child  
7 per respite request; not to exceed five hundred and four (504) hours per year  
8 per child.

9           3.19 Non-CFS Children means children from the community whose birth or  
10 adoptive parents request respite services.

11           3.20 Non-Minor Dependent (NMD) means a foster child who has attained  
12 the age of eighteen (18) years while in foster care and was younger than  
13 nineteen (19) years as of January 1, 2012; younger than twenty (20) years as  
14 of January 1, 2013; or will be younger than twenty one (21) years as of  
15 January 1, 2014. The NMD must meet at least one of the AB 12 participation  
16 requirements and must participate in a Transitional Independent Living Plan  
17 under the responsibility of COUNTY and chooses to continue to receive services  
18 through age twenty one (21) years and complies with participation requirements  
19 under the responsibility of SSA. NMDs up to age nineteen (19) may be eligible  
20 for respite.

21           3.21 Non-Relative Extended Family Member (NREFM) means any adult who is  
22 not a family relative, but who has an established familial or mentoring  
23 relationship with the child.

24           3.22 Respite Care Program Administrator means CONTRACTOR's  
25 administrative staff whose responsibilities include, but are not limited to,  
26 respite services management and coordination, provider recruitment and  
27 training, and liaison to ADMINISTRATOR.

28           3.23 Respite Care Provider means a SSA licensed foster parent whose

1 ~~home is licensed or approved as a FFH or licensed as a small family home, or~~  
2 ~~a foster parent trained and certified by a FFA, who is responsible for~~  
3 ~~providing foster care pursuant to a court order or voluntary placement~~  
4 ~~agreement.~~

5 3.24 Special Medical ~~means foster children who have a medical condition~~  
6 ~~that can rapidly deteriorate and result in permanent injury or death, or one~~  
7 ~~that requires prescribed medical equipment or specialized in-home health care.~~

8 3.25 Wraparound ~~means a planning process that values the engagement of~~  
9 ~~the child and his/her family in a manner that shifts from a problem focused~~  
10 ~~view of issues to building on individual strengths to improve family and child~~  
11 ~~well-being, and the provision of intensive, individualized services and~~  
12 ~~supports to families and children.~~

#### 13 4. HOURS OF OPERATION

14 4.1 CONTRACTOR ~~shall provide services~~ must be available during the  
15 hours of ~~8:30~~ 8:30 a.m. to ~~5:00~~ 5:30 p.m., Monday through Friday. In  
16 addition, ~~After-hour services,~~ must also be available twenty-four (24) hours  
17 per day, seven (7) days per week, ~~through phone or email,~~ shall be available  
18 ~~via pager and/or cellular telephone for~~ potential emergency placements through  
19 an on-call respite coordinator or designee.

20 4.2 ~~CONTRACTOR shall maintain a holiday schedule consistent with~~  
21 ~~COUNTY's holiday schedule~~ CONTRACTOR's holiday schedule shall not exceed  
22 ~~COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther~~  
23 ~~King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,~~  
24 ~~Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,~~  
25 ~~Friday after Thanksgiving and Christmas Day. CONTRACTOR shall obtain prior~~  
26 ~~written approval from ADMINISTRATOR for holiday(s) in excess of those listed~~  
27 ~~above~~ any closure outside of COUNTY's holiday schedule. ~~Failure of CONTRACTOR~~  
28 ~~to obtain such approval shall result in CONTRACTOR incurring upon itself all~~

1 ~~fiscal obligations related to non-COUNTY holiday(s) and~~ Any unauthorized  
 2 ~~closure shall be deemed in a~~ material breach of this Agreement, pursuant to  
 3 Paragraph 18, ~~for services not provided by CONTRACTOR during unapproved~~  
 4 ~~holiday(s) and shall not be reimbursed.~~

5 SERVICES

6 ~~CONTRACTOR shall provide the following services:~~

7 5.1 ~~Community Outreach and Respite Care Provider~~ Outreach and  
 8 Recruitment:

9 CONTRACTOR shall conduct ongoing outreach and recruitment efforts  
 10 to ~~acquire and seek~~ secure additional licensed foster parents to become as  
 11 Respite Care Providers. These efforts shall include the following activities:

12 5.1.1 Interacting with ADMINISTRATOR's Foster and Adoptive  
 13 Family Recruitment Team and foster care licensing social workers.

14 5.1.2 ~~Placing~~ Posting recruitment notices in relevant print  
 15 and/or online publications, such as the OC4KIDS website ([www.oc4kids.com](http://www.oc4kids.com)) and  
 16 SSA Children and Family Services (CFS) "Team Talk" quarterly newsletter;  
 17 ~~newsletters and/or publications issued by CONTRACTOR; community newspapers,~~  
 18 ~~newsletters, etc.~~

19 5.1.3 Conducting speaking engagements at ~~community~~ events such  
 20 as CFS foster parent forums and support group meetings, and family-focused  
 21 ~~community~~ events, etc.

22 5.1.4 ~~CONTRACTOR, with prior approval from ADMINISTRATOR, may~~  
 23 ~~produce or purchase items for distribution for outreach to and recruitment of~~  
 24 ~~prospective Respite Care Providers. Such items may be labeled, engraved,~~  
 25 ~~imprinted, etc., with the words "Respite Care Services" or "Foster Parent~~  
 26 ~~Support Services," or "Time Out for Parents Respite Care Services," or "TOPS~~  
 27 ~~Respite Care Services," or otherwise, pursuant to the provisions of Paragraph~~  
 28 ~~35 of this Agreement. CONTRACTOR shall not use COUNTY funds to produce or~~



~~purchase promotional items which bear CONTRACTOR's organization name, intended for distribution to the general public or current and/or prospective Respite Care Providers, for the purpose of promoting CONTRACTOR's organization. This Paragraph shall not apply to standard office supplies bearing CONTRACTOR's organization name, such as letterhead, envelopes, mailing labels, etc.~~

5.2 Respite Care Provider Training:

~~5.2.1 Prior to placing children, CONTRACTOR shall provide initial training for each new Respite Care Provider. CONTRACTOR shall be responsible for working collaborating with ADMINISTRATOR to ensure that all Respite Care Providers are properly trained prior to rendering services. CONTRACTOR may shall conduct initial training for each new Respite Care Provider at the provider's home or other a location, as mutually agreed upon between the parties. Topics to be covered shall include, aAt minimum, CONTRACTOR shall train Respite Care Providers in the following information areas:~~

~~5.2.1.1 Available resources for Respite Care Providers.~~

~~5.2.1.2 Explanation and review of the tTerms of the agreement between CONTRACTOR and Respite Care Provider.~~

~~5.2.1.3 Explanation of mMandated child abuse reporting requirements and client confidentiality.~~

~~5.2.1.4 "Kaitlyn's Law" (California Vehicle Code Section 15620).~~

~~5.2.1.5 Smoke-free environment laws as described in Paragraph 6 of this Exhibit A.~~

~~5.2.1.6 Review of forms to be completed by Respite Care Provider and submitted to CONTRACTOR.~~

~~5.2.1.7 Detailed description of the rRespite care~~

1 process, from initial request for services through completion of the respite  
2 visit episode, and monthly billing and payment procedures.

3 5.2.1.8 ~~Review of f~~Forms to be completed by Respite  
4 Care Provider and submitted to CONTRACTOR.

5 5.2.1.9 ~~Locating A~~available community resources for  
6 Respite Care Providers.

7 5.2.1.10 ~~Reference to t~~Training available through  
8 ADMINISTRATOR.

9 5.2.2 CONTRACTOR shall ensure that Respite Care Providers  
10 complete the required eight (8) hours of ongoing foster parent training  
11 annually, to include documenting completion of training for each Respite Care  
12 Provider.

13 5.2.3 CONTRACTOR may include current and experienced Respite  
14 Care Providers as training presenters.

15 5.2.4 CONTRACTOR shall make in-service training available to  
16 Respite Care Providers on an as-needed basis and shall work in collaboration  
17 with ADMINISTRATOR to select training topics and coordinate training schedules  
18 and locations.

19 5.3 Respite Care Services Coordination:

20 ADMINISTRATOR will send referrals to CONTRACTOR with a mutual  
21 understanding that no minimum or maximum number of referrals is guaranteed,  
22 expressed or implied. Referrals may fluctuate in frequency and volume  
23 throughout the term of the contract. Service requirements are as follows:

24 5.3.1 Respite services shall be available to children described  
25 in Paragraph 1.1.1 through 1.1.9 of this Exhibit A. ~~Services shall be~~  
26 ~~available~~ for a minimum of one (1) hour, up to a maximum of ~~seventy two (72)~~  
27 ~~hours~~ fourteen (14) days per child per respite request episode. A Respite  
28 episode ~~beyond seventy two (72) hours or an additional occurrence~~ within seven

1 (7) calendar days of completion of ~~first request~~ the preceding episode, may be  
2 provided in exceptional circumstances with the approval ~~of~~ from CFS Deputy  
3 Director, or designee. Services shall be available up to a maximum of five  
4 hundred and four (504) hours per year per child. There shall be a minimum of  
5 twenty-four (24) hours between each ~~request~~ episode for respite services.

6 5.3.2 Respite services shall be available to children described  
7 in Paragraph 1.1.10 of this Exhibit A and children thirteen (13) through  
8 nineteen (19) years for a minimum of one (1) hour, up to a maximum of seventy-  
9 two (72) hours per child per respite episode. A respite episode beyond  
10 seventy-two (72) hours, up to a maximum of fourteen (14) days, or an  
11 additional respite episode within seven (7) calendar days of completion of the  
12 preceding episode, may be provided in exceptional circumstances with the  
13 approval from CFS Deputy Director or designee.

14 5.3.3 Respite Care Services must be family-centered and family-  
15 friendly and must be culturally responsive to the population served.  
16 CONTRACTOR shall employ staff who have the ability to speak, read and write in  
17 English and Spanish, or CONTRACTOR shall be required to provide translation  
18 services.

19 5.3.4 CONTRACTOR shall ensure that Respite Care Providers ~~are~~  
20 ~~required to~~ meet the following ~~Substitute Care Provider (SCP)~~ requirements  
21 prior to caring for children including but not limited to: tuberculosis  
22 screening clearance; Department of Justice fingerprint clearance; CPR and  
23 first-aid certification; and Child Abuse Registry (CAR) clearance.

24 5.3.5 CONTRACTOR ~~Respite Care Services~~ shall be available on a  
25 twenty-four (24) hour basis to coordinate respite for FFHs, FFA homes,  
26 adoptive parents, relative caregivers, NREFMs, ~~and~~ high-risk parents ~~and~~  
27 ~~parents who are victims of domestic abuse~~ without other child care resources,  
28 ~~with the intent of allowing them "time-out" from child care responsibilities.~~

1 ~~Respite Care Services shall be provided in the certified home of FFHs, FFA~~  
2 ~~homes, adoptive parents, relative caregivers, and NREFMS.~~

3 5.3.6 ~~Respite Care Program Coordinator will arrange services~~  
4 ~~with twenty-four (24) hours advance notice by Foster Family Home FFHs, FFA~~  
5 ~~homes providers, adoptive parents, relative caregivers, NREFMs, birth parents~~  
6 ~~and/or ADMINISTRATOR. shall contact Program Administrator at least twenty four~~  
7 ~~(24) hours in advance to request services. At Respite Care Program~~  
8 ~~Administrator's discretion, emergency requests may be accommodated with less~~  
9 ~~than twenty four (24) hours notice~~

10 5.3.7 ~~ADMINISTRATOR may request CONTRACTOR to make emergency~~  
11 ~~respite care arrangements with less than twenty-four (24) hours' notice.~~  
12 ~~CONTRACTOR shall comply with such requests to the extent possible.~~

13 5.3.8 ~~Respite Care Program Administrator CONTRACTOR shall~~  
14 ~~coordinate respite care services with an as appropriate Respite Care Provider~~  
15 ~~using an existing for the needs of the referred child(ren), utilizing a list~~  
16 ~~of licensed Respite Care providers furnished provided by ADMINISTRATOR. and~~  
17 ~~shall confirm arrangements with requesting party. Requesting party shall be~~  
18 ~~responsible for transporting child(ren) to and from respite care CONTRACTOR~~  
19 ~~shall not disclose or use the names or any information about Respite Care~~  
20 ~~Providers, in any manner, outside the contract's scope without written~~  
21 ~~approval by ADMINISTRATOR.~~

22 5.3.9 ~~CONTRACTOR shall ensure Respite Care Providers transport~~  
23 ~~children in their respite care to the schools those children are enrolled in,~~  
24 ~~when respite care hours include a school day.~~

25 5.3.10 ~~CONTRACTOR shall confirm arrangements with the requestor~~  
26 ~~for respite care services in a timely manner. The requestor will be~~  
27 ~~responsible for transporting the child(ren) to and from the Respite Care~~  
28 ~~Provider's home.~~

1                   5.3.11 CONTRACTOR shall not reimburse a Respite Care Provider  
2 for respite care services rendered when arrangements for such services are not  
3 conducted through [redacted] were not coordinated by the Respite Care Program  
4 Administrator Coordinator.

5                   ~~5.3.12 Respite services shall be available to children described~~  
6 ~~in Paragraph 1.1 of this Exhibit A. Services shall be available for a minimum~~  
7 ~~of one (1) hour, up to a maximum of seventy-two (72) hours per child per~~  
8 ~~respite request. Respite beyond seventy-two (72) hours or an additional~~  
9 ~~occurrence within seven (7) calendar days of completion of first request may~~  
10 ~~be provided in exceptional circumstances with the approval of CFS Deputy~~  
11 ~~Director, or designee. Services shall be available up to a maximum of five~~  
12 ~~hundred and four (504) hours per year per child. There shall be a minimum of~~  
13 ~~twenty four (24) hours between each request for respite services.~~

14                   ~~5.3.13 CONTRACTOR shall refer Developmentally~~  
15 ~~Disabled/Handicapped children to ADMINISTRATOR's Medical Placement Coordinator~~  
16 ~~for respite care services through appropriate program.~~

17                   5.4 Payment Provisions and Rates ~~Respite Care Services:~~

18                   5.4.1 Respite care services must be coordinated by Respite Care  
19 Program Administrator Coordinator to be claimed in order to qualify for COUNTY  
20 reimbursement, pursuant to this Agreement. CONTRACTOR shall not reimburse for  
21 when respite services are arranged directly between requestor (foster parent,  
22 adoptive parent, community parent, etc.) and Respite Care Provider.

23                   5.4.2 This Agreement for respite care services may be used to  
24 pay for such provide respite care services provided to dependent children  
25 referred for respite services by COUNTY Wraparound providers contractors.  
26 Wraparound provider contractors will pay for children referred for respite  
27 when respite is included in the Wraparound Family Plan.

28                   5.4.3 CONTRACTOR shall not request payment from requestors who  
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1 are community referrals, whose child(ren) is/are ~~non-CFS~~ referred by DASU or  
2 birth parents as defined in Subparagraph ~~1.1.6~~ 1.1.7 and 1.1.8 of this Exhibit  
3 A.

4 5.4.4 Respite care rates shall be charged per hour for the  
5 first three (3) hours, ~~then on a~~ A twenty-four (24) hour "dayrate" shall  
6 then be charged after the first three (3) consecutive hours of care.

7 5.4.5 Rates will vary based upon the child's age and whether  
8 there are behavioral, emotional, or medical conditions that require a higher  
9 level of care.

10 5.4.6 FFHs that utilize respite services shall pay CONTRACTOR  
11 directly at the conclusion of the respite visit episode. Payment for children  
12 referred by ADMINISTRATOR shall be made monthly in arrears by ADMINISTRATOR to  
13 CONTRACTOR, in accordance with Paragraph 19 of this Agreement.

14 5.4.7 CONTRACTOR shall reimburse Respite Care Providers in  
15 accordance with the terms of any written agreements entered into between said  
16 parties.

17 5.4.8 CONTRACTOR shall request that payment from respite care  
18 recipients to pay for of respite services rendered be made within thirty (30)  
19 calendar days of service completion. ADMINISTRATOR may waive this  
20 requirement, upon CONTRACTOR's request under special circumstances.

21 5.4.9 CONTRACTOR agrees to utilize the following rate schedule  
22 for Respite Care Services provided under the terms of this Agreement, or such  
23 other rates as may be adopted by ADMINISTRATOR pursuant to the authority of  
24 the State of California. Respite rates will be consistent with State-  
25 established foster care rates and will be amended in accordance with changes  
26 at the State level. ADMINISTRATOR will provide CONTRACTOR with a current  
27 respite rate list as changes are made.

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<u>CATEGORY</u>	<u>AGE</u> (in years)	<u>HOURLY RATE</u> <sup>(1)</sup>	<u>MONTHLY RATE</u>	<u>DAYRATE</u> <sup>(2)</sup>	<u>DAYRATE</u> <sup>(2)</sup>
<del>Long Term</del>		<del>Requestor &amp;</del>	<del>Requestor</del>	<del>Requestor</del>	<del>Provider</del>
<del>Basic And</del>		<del>Provider</del>			
<del>Non-</del>	<del>0-4</del>	<del>\$7.11</del>	<del>\$640.00</del>	<del>\$21.33</del>	<del>\$34.12</del>
<del>Dependents</del>	<del>5-8</del>	<del>7.70</del>	<del>693.00</del>	<del>23.10</del>	<del>36.96</del>
	<del>9-11</del>	<del>8.10</del>	<del>729.00</del>	<del>24.30</del>	<del>38.88</del>
	<del>12-14</del>	<del>8.48</del>	<del>763.00</del>	<del>25.43</del>	<del>40.68</del>
	<del>15-19</del>	<del>8.87</del>	<del>799.00</del>	<del>26.63</del>	<del>42.60</del>
<u>CATEGORY</u>	<u>AGE</u> (in years)	<u>HOURLY RATE</u> <sup>(1)</sup>	<u>MONTHLY RATE</u>	<u>DAYRATE</u> <sup>(2)</sup>	<u>DAYRATE</u> <sup>(2)</sup>
				<u>Requestor</u>	<u>Provider</u>
				<u>1-3 Days</u>	
<del>Special</del>	<u>Level I</u>				
<del>Medical</del>					
	<del>0-4</del>	<del>\$11.48</del>	<del>\$1,033.00</del>	<del>\$34.43</del>	<del>\$55.09</del>
	<del>5-8</del>	<del>11.60</del>	<del>1,044.00</del>	<del>34.80</del>	<del>55.68</del>
	<del>9-11</del>	<del>11.77</del>	<del>1,059.00</del>	<del>35.30</del>	<del>56.48</del>
	<del>12-14</del>	<del>10.32</del>	<del>929.00</del>	<del>30.97</del>	<del>49.53</del>
	<del>15-19</del>	<del>10.72</del>	<del>965.00</del>	<del>32.17</del>	<del>51.46</del>
	<u>Level II</u>				
	<del>0-4</del>	<del>13.84</del>	<del>1,246.00</del>	<del>41.53</del>	<del>66.44</del>
	<del>5-8</del>	<del>13.97</del>	<del>1,257.00</del>	<del>41.90</del>	<del>67.04</del>
	<del>9-11</del>	<del>14.11</del>	<del>1,270.00</del>	<del>42.33</del>	<del>67.73</del>
	<del>12-14</del>	<del>12.68</del>	<del>1,141.00</del>	<del>38.08</del>	<del>60.85</del>
	<del>15-19</del>	<del>\$13.08</del>	<del>1,177.00</del>	<del>39.23</del>	<del>62.77</del>
	<u>Level III</u>				

1	<del>0-4</del>	<del>16.81</del>	<del>1,513.00</del>	<del>50.43</del>	<del>80.69</del>
2	<del>5-8</del>	<del>16.94</del>	<del>1,525.00</del>	<del>50.83</del>	<del>81.32</del>
3	<del>9-11</del>	<del>17.09</del>	<del>1,538.00</del>	<del>51.27</del>	<del>82.02</del>
4	<del>12-14</del>	<del>15.66</del>	<del>1,409.00</del>	<del>46.97</del>	<del>75.14</del>
5	<del>15-19</del>	<del>16.06</del>	<del>1,445.00</del>	<del>48.17</del>	<del>77.06</del>
6					
7	<u>Level IV</u>				
8	0-4	\$18.78	\$1,690.00	\$56.33	\$90.13
9	5-8	18.90	1,701.00	56.70	90.72
10	9-11	19.06	1,715.00	57.17	91.46
11	12-14	17.63	1,587.00	52.90	84.64
12	15-19	18.03	1,623.00	54.10	86.56

<sup>(1)</sup> ~~Not to exceed dayrate in one (1) twenty-four (24) hour period.~~

<sup>(2)</sup> ~~Based upon a twenty four (24) hour period beginning at the time the child(ren) arrive at Respite Care Provider's home.~~

5.4.10 ~~ADMINISTRATOR may change rates stated above when such changes are adopted by and pursuant to the authority of the State of California. ADMINISTRATOR will notify CONTRACTOR of any changes to the aforementioned rates.~~

5.5 ~~ADMINISTRATOR CONTRACTOR may authorize reimbursement, to Respite Care Provider up to a maximum of fifty dollars (\$50) per respite visit episode to CONTRACTOR for incidental expenses related to the performance of this Agreement and incurred for a child in respite. by Respite Care Providers with children in their care. Reimbursement beyond the fifty dollars (\$50) will be at the discretion of ADMINISTRATOR. To receive reimbursement, CONTRACTOR shall receive, from Respite Care Providers, dated receipts for the following types of incidental expenses:~~

5.5.1 ~~Minor medical care, if child is not covered by Medi-Cal;~~



1 5.5.2 Diapers;

2 5.5.3 Baby formula;

3 5.5.4 Clothing; and

4 5.5.5 Latex gloves.

5 ~~5.5.6 CONTRACTOR shall submit signed and dated receipts for the~~  
 6 ~~following types of incidental expenses: minor medical expenses when the child~~  
 7 ~~is ineligible for Medi-Cal; diapers; clothing; latex gloves; baby formula.~~  
 8 ~~Reimbursement shall be at rates approved by ADMINISTRATOR.~~

9 5.6 CONTRACTOR may reimburse Mileage expenses incurred by Respite  
 10 Care Providers when transporting children during a respite visit episode. may  
 11 be reimbursed for the following reasons: trips to and from school,  
 12 transportation to and from medical and dental appointments, court-ordered  
 13 visitations occurring during the respite visit episode, and emergency respite  
 14 requests. Mileage reimbursement rates shall be limited to the amount allowed  
 15 is allowable by the Internal Revenue Service (IRS) for the following reasons:  
 16 CONTRACTOR shall request reimbursement on a form approved by ADMINISTRATOR.

17 5.6.1 To and from school;

18 5.6.2 To and from medical and dental appointments;

19 5.6.3 Court-ordered visitations occurring during respite; and

20 5.6.4 Emergency respite episodes.

## 21 6. SMOKE FREE ENVIRONMENT

22 CONTRACTOR shall be in compliance with Health and Safety (H&S) Code  
 23 Sections 1530.7 and 118948 and CCR, Title 22, Division 6, Chapter 9.5, Article  
 24 3, Section 89374(a)(1), which precludes anyone from smoking inside a motor  
 25 vehicle.

26 6.1 H&S Code Section 1530.7 extends the health and safety protection  
 27 specifically to foster children by providing that:

28 6.1.1 Persons who are licensed or certified to provide

1 residential care in a foster family home or certified family home shall not  
2 smoke or permit any other person to smoke inside the facility, or on the  
3 outdoor grounds when the Foster Youth/NMD is present;

4 6.1.2 In addition, a person licensed or certified to provide  
5 residential foster care shall not smoke in any motor vehicle regularly used to  
6 transport the child.

7 7. ADDITIONAL CONTRACTOR RESPONSIBILITIES

8 In addition to providing the services described in Paragraph 5 of this  
9 Exhibit A, CONTRACTOR agrees to the following:

10 7.1 CONTRACTOR shall ~~cooperate with ADMINISTRATOR in establishing and~~  
11 ~~meeting performance outcomes as they may be developed and implemented~~  
12 ~~throughout the term of this Agreement~~ cooperate with ADMINISTRATOR in  
13 implementing ongoing activities that measure the effectiveness of Respite Care  
14 Services in providing support to foster children and caregivers. Outcome  
15 measurement activities could include written and/or electronic surveys given  
16 to families, social workers, and others; application of evidence-based or  
17 evidence-informed models or approaches and tools; and/or other methods  
18 determined by ADMINISTRATOR.

19 7.2 CONTRACTOR shall attend meetings as scheduled by ADMINISTRATOR.

20 7.3 CONTRACTOR shall be responsible for documenting and tracking the  
21 start and end dates of respite services for each child to ensure that services  
22 do not exceed seventy-two (72) consecutive hours per respite episode per  
23 child. CONTRACTOR shall also ensure that twenty-four (24) hours or more have  
24 elapsed before a subsequent respite episode for the same child is provided and  
25 that a maximum of five hundred four (504) hours of respite per child per  
26 twelve (12) month period is not exceeded.

27 7.4 CONTRACTOR shall be required to appear and testify at Juvenile  
28 Court hearings, when subpoenaed.

1 7.5 CONTRACTOR's direct service staff must complete ADMINISTRATOR'S  
2 eight (8) hour training on CFS policies and procedures.

3 7.6 CONTRACTOR must complete a Special Incident Report in the event  
4 there is any incident of unusual, aggressive, or high-risk behavior by any  
5 party; or if there are any injuries suffered by any party in the course of  
6 service delivery. CONTRACTOR must use the form provided by ADMINISTRATOR and  
7 shall follow reporting procedures set forth in the contract.

## 8. FACILITIES

9 Administrative services under this Agreement shall be provided at:

10 New Alternatives, Incorporated  
11 1202 West Civic Center Drive, Suite 205  
12 Santa Ana, CA 92703

13 Respite Care Services shall be provided in the homes of Respite Care  
14 Providers throughout Orange County.

15 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the  
16 facility(ies) and location(s) where services shall be provided without  
17 changing COUNTY's maximum obligation. Any agreement must be in writing.

## 18. DATABASE CREATION-MAINTENANCE REQUIREMENTS

19 9.1 CONTRACTOR shall work cooperatively with ADMINISTRATOR maintain to  
20 create and maintain a comprehensive database of Respite Care Providers in the  
21 Respite Care Program using Microsoft Access, to produce monthly service  
22 reports. The system shall track billing for respite users, invoices for payment  
23 of Respite Care Providers, service utilization information and client  
24 information covering the following:

25 9.1.1 Child(ren) in respite: name, date of birth, age at the  
26 time respite was provided;

27 9.1.2 Classification of child(ren): CFS (dependent), Community,  
28 Wraparound, DASU;

- 1 9.1.3 Level of care provided based on Respite rates;
- 2 9.1.4 Foster parent/caregiver/parent name;
- 3 9.1.5 Respite Care Provider: name, address, phone number,
- 4 number of available beds, accepted ages of children, accepted gender of
- 5 children;
- 6 9.1.6 Child's assigned Social Worker's name;
- 7 9.1.7 Social Worker's unit name;
- 8 9.1.8 Start and end dates of each episode of respite;
- 9 9.1.9 Reasons for utilizing respite;
- 10 9.1.10 Number of hours of respite received;
- 11 9.1.11 Number of days of respite received;
- 12 9.1.12 Hourly rate paid by requester;
- 13 9.1.13 Hourly rate paid to Respite Care Provider per completed
- 14 respite episode;
- 15 9.1.14 Total amount paid to Respite Care Provider, CONTRACTOR's
- 16 check number and date of payment noted;
- 17 9.1.15 Child Welfare Services (CWS) 19-Digit Client Number (as
- 18 applicable).

19 9.2 CONTRACTOR may purchase computer equipment, software, printer,  
 20 etc., in accordance with Subparagraph 17.3 of this Agreement, for the purpose  
 21 of creating and maintaining the Respite care Services database and generating  
 22 reports for ADMINISTRATOR.

23 10. REPORTING REQUIREMENTS

24 CONTRACTOR shall prepare and ~~submit~~ transmit electronically to  
 25 ADMINISTRATOR a monthly statistical report by the tenth (10th) calendar day of  
 26 the month, for services provided in the prior month. The monthly statistical  
 27 report shall be submitted on a form provided by ADMINISTRATOR and ~~Information~~  
 28 ~~to be provided~~ shall include, but not be limited to:

10.1 Total ~~number~~ of hours of respite care provided:

~~10.1.1 Total number of hours of respite care provided to CFS children.~~

~~10.1.2 Total number of hours of respite care provided to non-CFS children.~~

10.2 Number of ~~respite care~~ hours provided ~~by each~~ ~~per~~ Respite Care Provider-;

~~10.2.1 Number of respite care hours provided by each Respite Care Provider for CFS Children.~~

~~10.2.2 Number of respite care hours provided by each Respite Care Provider for non-CFS Children.~~

10.3 Number of unduplicated children that received respite separated into categories: CFS, Community, Wraparound, DASU;

10.4 Total duplicated number of children;

10.5 Number of families represented by children that received respite;

10.6 Reasons given by requesters for receiving respite services; and

10.7 Reasons respite care could not be provided, if applicable.

~~10.8 Names, client identification numbers and dates of birth of children referred for respite care.~~

~~10.9 CFS referral source, including CFS Program and name of SSA social worker for CFS Children.~~

~~10.10 Number of all children served.~~

~~10.11 Names of Respite Care Providers and the number of beds per provider entering into or terminating written agreements with CONTRACTOR.~~

~~10.12 Any additional information regarding the Respite Care Services Agreement that may impact its effective administration and/or progress.~~

11. BUDGET FOR RESPITE CARE SERVICES

11.1 The annual budget may be modified with prior approval from

ADMINISTRATOR during the term of this Agreement.

11.2 In the event the annual budget is modified, the modified budget shall remain in effect for the remainder of the contract term, unless superseded by subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR. The annual budget beginning on July 1 of each fiscal year shall reflect the most recently modified annual budget. Under no circumstances shall funds unspent in one fiscal year carry over to another fiscal year.

11.3 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:

BUDGET FOR THE PERIOD OF JULY 1, 2013 THROUGH JUNE 30, 2014:

LINE ITEMS:

<u>SALARIES/BENEFITS</u>	<u>FTE</u> <sup>(4)</sup>	<u>Maximum Hourly Rate</u> <sup>(2)</sup>	<u>Annual Budget</u>
Program Administrator	1.00	\$ 25.00	\$ 52,000
Clerk	0.25	\$ 13.00	6,760
Bookkeeper	0.25	Salaried	<u>10,979</u>
<u>SUB-TOTAL SALARIES</u>			<u>69,739</u>
<u>BENEFITS (27.84%)<sup>(3)</sup></u>			<u>19,415</u>
<u>SUB-TOTAL SALARIES &amp; BENEFITS</u>			<u>\$ 89,154</u>
<u>SERVICES &amp; SUPPLIES</u>			
Independent Audit			\$ 50
Office Expense			3,582
Program Expense			3,195
Telephone			1,200
Mileage <sup>(4)</sup>			1,010
Respite Care Provider Payments			74,360
Less Requestor Payments			(12,992)
Donated Items			<u>4,135</u>
<u>SUB-TOTAL SUPPLIES &amp; SERVICES</u>			<u>\$ 74,540</u>
<u>OPERATING EXPENSES</u>			

1	Facility - Lease/Rental <sup>(5)</sup>			\$ 3,000
	Utilities			1,250
2	Maintenance			500
	Insurance			<u>1,100</u>
3	<del>SUB-TOTAL OPERATING EXPENSES</del>			<del>\$ 5,850</del>
4	<del>SUB-TOTAL SERVICES, SUPPLIES AND OPERATING</del>			<del>\$ 80,390</del>
5	<del>EXPENSES</del>			
6	<del>GRAND TOTAL</del>			<del>\$ 169,544</del>
7	<del>MINUS MATCH <sup>(6)</sup></del>			<del>\$ (4,135)</del>
8	<del>TOTAL LINE ITEM BUDGET YEAR 1</del>			<del>\$ 165,409</del>
9	<u>BUDGET FOR THE PERIOD OF JULY 1, 2014 THROUGH JUNE 30, 2015:</u>			
10	<u>LINE ITEMS:</u>			
11			Maximum	
12	<u>SALARIES/BENEFITS</u>	<u>FTE <sup>(4)</sup></u>	<u>Hourly</u>	<u>Annual</u>
			<u>Rate <sup>(2)</sup></u>	<u>Budget</u>
13	Program Administrator	1.00	\$ 25.00	\$ 52,000
14	Clerk	0.25	\$ 13.00	6,760
14	Bookkeeper	0.25	Salaried	<u>10,979</u>
15	<del>SUB-TOTAL SALARIES</del>			<del>69,739</del>
16				
17	<del>BENEFITS (27.84%)<sup>(3)</sup></del>			<del>19,415</del>
18	<del>SUB-TOTAL SALARIES &amp; BENEFITS</del>			<del>\$ 89,154</del>
19	<u>SERVICES &amp; SUPPLIES</u>			
20	Independent Audit			\$ 50
21	Office Expense			3,582
21	Program Expense			3,195
22	Telephone			1,200
22	Mileage <sup>(4)</sup>			1,010
23	Respite Care Provider Payments			74,360
23	Less Requestor Payments			(12,992)
24	Donated Items			<u>4,135</u>
25	<del>SUB-TOTAL SUPPLIES &amp; SERVICES</del>			<del>\$ 74,540</del>
26	<u>OPERATING EXPENSES</u>			
27	Facility - Lease/Rental <sup>(5)</sup>			\$ 3,000
27	Utilities			1,250
28	Maintenance			500

1	Insurance			<u>1,100</u>
2	SUB-TOTAL OPERATING EXPENSES			\$ <u>5,850</u>
3	SUB-TOTAL SERVICES, SUPPLIES AND OPERATING EXPENSES			\$ <u>80,390</u>
4	GRAND TOTAL			\$ 169,544
5	MINUS MATCH <sup>(6)</sup>			\$ <u>(4,135)</u>
6	TOTAL LINE ITEM BUDGET YEAR 2			\$ 165,409
7				
8	<u>BUDGET FOR THE PERIOD OF JULY 1, 2015 THROUGH JUNE 30, 2016:</u>			
9	<u>LINE ITEMS:</u>			
10	<u>SALARIES/BENEFITS</u>	<u>FTE <sup>(4)</sup></u>	<u>Maximum Hourly Rate <sup>(2)</sup></u>	<u>Annual Budget</u>
11	Program Administrator	1.00	\$ 25.00	\$ 52,000
12	Clerk	0.25	\$ 13.00	6,760
13	Bookkeeper	0.25	Salaried	<u>10,979</u>
14	SUB-TOTAL SALARIES			<u>69,739</u>
15	BENEFITS (27.84%) <sup>(3)</sup>			<u>19,415</u>
16	SUB-TOTAL SALARIES & BENEFITS			<u>\$ 89,154</u>
17	<u>SERVICES &amp; SUPPLIES</u>			
18	Independent Audit			\$ <u>50</u>
19	Office Expense			3,582
20	Program Expense			3,195
21	Telephone			1,200
22	Mileage <sup>(4)</sup>			1,010
23	Respite Care Provider Payments			74,360
24	Less Requestor Payments			(12,992)
25	Donated Items			<u>4,135</u>
26	SUB-TOTAL SUPPLIES & SERVICES			\$ <u>74,540</u>
27	<u>OPERATING EXPENSES</u>			
28	Facility Lease/Rental <sup>(5)</sup>			\$ <u>3,000</u>
	Utilities			1,250
	Maintenance			500
	Insurance			<u>1,100</u>
	SUB-TOTAL OPERATING EXPENSES			\$ <u>5,850</u>



1	<del>SUB-TOTAL SERVICES, SUPPLIES AND OPERATING EXPENSES</del>	<del>\$ 80,390</del>
2	<del>GRAND TOTAL</del>	<del>\$ 169,544</del>
3	<del>MINUS MATCH <sup>(6)</sup></del>	<del>\$ (4,135)</del>
4	<del>TOTAL LINE ITEM BUDGET YEAR 3</del>	<del>\$ 165,409</del>
5	<del>MAXIMUM COUNTY OBLIGATION</del>	<del>\$ 496,227</del>

7		FTE <sup>(1)</sup>	HOURLY RANGE MIN TO MAX	MAXIMUM HOURLY RATE <sup>(2)</sup>	ANNUAL BUDGET
8	<u>SALARIES</u>				
9	<u>DIRECT SERVICE POSITIONS</u>				
10	Program Coordinator	1.00	22.00-26.00	26.00	52,000
11	Data Specialist/Program Support	0.85	12.00-15.00	15.00	24,752
12	SUBTOTAL DIRECT SERVICE SALARIES				\$76,752
13	DIRECT SERVICE BENEFITS <sup>(3)</sup> (29.72% TOTAL)				22,810
14	SUBTOTAL DIRECT SALARIES AND BENEFITS				\$99,562
15	<u>ADMINISTRATIVE POSITIONS<sup>(4)</sup></u>				
16	Accounting/Bookkeeping	0.20	26.00-33.00	33.00	10,979
17	Clerical Support (In-kind)	0.33	10.00-13.00	13.00	8,135
18	SUBTOTAL ADMINISTRATIVE SALARIES				\$19,114
19	ADMINISTRATIVE SERVICES BENEFITS <sup>(3)</sup> (29.72% TOTAL)				3,263
20	ADMINISTRATIVE SERVICES BENEFITS (IN-KIND) <sup>(3)</sup> (29.72% TOTAL)				2,418
21	SUBTOTAL ADMINISTRATIVE SALARIES AND BENEFITS				\$24,795
22	TOTAL ALL SALARIES AND BENEFITS				\$124,357
23	<u>SERVICES &amp; SUPPLIES</u>				
24	Provider Payments				34,805
25	Less Requestor Payments				(12,992)
26	Incidental Expense Reimbursements				1,332
27	Support/Counseling				5900
28	Independent Audit				200
	Database Consultant				3800
	QPI Training				2368
	Office Supplies				4232

1	Office Equipment	700
2	In-Kind Match	1500
3		
4	SUBTOTAL SERVICES AND SUPPLIES	\$41,845
5	<u>OPERATING EXPENSES</u>	
6	Facility Lease/Rental	3,000
7	Facility Lease/Rental (In-kind)	4,488
8	Maintenance	1100
9	Utilities	1910
10	Insurance	1240
11	Telephone	2420
12	Mileage <sup>(5)</sup>	1590
13		
14	SUBTOTAL OPERATING EXPENSES	\$15,748
15		
16	SUBTOTAL SERVICES, SUPPLIES AND	
17	OPERATING EXPENSES	\$57,593
18		
19	GRAND TOTAL	\$181,950
20		
21	Less Match <sup>(6)</sup>	<u>\$(16,541)</u>
22		
23	TOTAL <del>LINE ITEM BUDGET FOR YEAR 1</del> ANNUAL BUDGET	\$165,409
24		
25	MAXIMUM COUNTY OBLIGATION	\$827,045

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

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

(3) Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; and vacation accrual limited to the amount of vacation time

1 earned during the fiscal year in which such expense is claimed. The overall  
2 benefit rate shall not exceed 29.72% of the actual salary expense claimed.

3 <sup>(4)</sup> Administrative costs are defined as those costs not solely related to  
4 direct services to clients, supervision and program costs (e.g., executive  
5 director oversight, technology services, accounting, payroll, etc.) and shall  
6 will preferably be held to no more than fifteen (15%) of total gross program  
7 costs the Grand Total.

8 <sup>(5)</sup> Mileage is limited to the amount allowed by IRS.

9 <sup>(6)</sup> Match amount must be no less than a minimum ten (10) percent (10%) of  
10 the COUNTY's maximum obligation amount paid to CONTRACTOR for administrative  
11 costs, not to exceed \$4,135. Actual administrative costs include the line  
12 items for Clerk, Bookkeeper, Independent Audit, Office Expense, Telephone,  
13 Donated Items, Facility, Utilities, Maintenance and Insurance.

14 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written  
15 notice, to add, delete or modify line items and/or amounts and/or the number  
16 and type of FTE positions without changing COUNTY's maximum obligation as  
17 stated in Subparagraph 19.1 of this Agreement or reducing the level of service  
18 to be provided by CONTRACTOR. Further, in accordance with Subparagraph 43.3  
19 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation  
20 as stated in Subparagraph 19.1, CONTRACTOR and ADMINISTRATOR may mutually  
21 agree in writing to proportionately reduce the service goals as set forth in  
22 this Exhibit. Any agreement must be in writing.

## 23 12. STAFF

24 CONTRACTOR shall provide the following described staff positions:

### 25 12.1 Respite Care Program Administrator Coordinator

#### 26 Duties:

27 12.1.1 Daily operation of the Respite Care Services Program,  
28 which includes the following responsibilities:

1 12.1.1.1 Coordinate ~~temporary foster care to provide~~  
2 ~~short term relief to foster parents~~ short-term respite care and provide  
3 community resource linkage to families.

4 ~~12.1.1.2 Receive requests and arrange for respite~~  
5 ~~care, as appropriate, using a list of Respite Care Providers furnished by~~  
6 ~~ADMINISTRATOR.~~

7 12.1.1.3 Match referred children with Respite Care  
8 Providers in an appropriate manner based on particular needs of the child.

9 12.1.1.4 Follow-up with foster parents after a  
10 scheduled respite ends to verify services were provided.

11 12.1.1.5 Conduct ongoing ~~marketing, outreach and~~  
12 ~~recruitment~~ efforts to ~~acquire and seek additional~~ recruit County licensed  
13 foster parents to become Respite Care Providers.

14 12.1.1.6 Provide orientation and training for new  
15 Respite Care Providers.

16 12.1.1.7 Ensure Respite Care Providers hold current  
17 foster care licenses and have completed the required training described in  
18 Paragraph 5.2.

19 12.1.1.8 Ensure all documentation is complete and  
20 submitted timely.

21 12.1.1.9 Maintain database as stated in Paragraph 9 of  
22 this Exhibit A.

23 Qualifications:

24 12.1.2 Minimum ~~two (2) years~~ of one (1) year of college  
25 education with coursework in a human services field.

26 12.1.3 Minimum of ~~one (1) year or more years~~ of related  
27 experience working with families, and children and COUNTY social programs in a  
28 human services field.

1 ~~12.1.4 Ability to work effectively with ADMINISTRATOR's staff,~~  
 2 ~~foster families, FFAs, relative caregivers, birth or adoptive parents and~~  
 3 ~~NREFMs.~~

4 ~~12.1.5 Strong administrative skills.~~

5 12.1.6 Effective telephone and interpersonal communication  
 6 skills.

7 ~~12.1.7 Experienced working with the foster care system.~~

8 12.1.8 Familiarity with the juvenile dependency system and  
 9 ADMINISTRATOR's organizational structure.

10 ~~12.1.9 Experienced in cost accounting and cost report~~  
 11 ~~preparation.~~

12 ~~12.1.10 Basic computer knowledge and use of spreadsheets.~~

13 12.1.11 Proficient in Microsoft Word, Excel and Outlook.

14 12.1.12 Bilingual Spanish speaking preferred.

15 12.2 Clerk Data Specialist/Program Support

16 Duties:

17 ~~12.2.1 Provide clerical support for the respite program.~~

18 ~~12.2.2 Assist with answering phone calls related to respite.~~

19 ~~12.2.3 Maintain updated information in database.~~

20 ~~12.2.4 Organize and assist with entry of Provider Billing Form~~  
 21 ~~information to generate check requests for Respite Care Providers.~~

22 ~~12.2.5 Notify Respite Care Providers of trainings, and track~~  
 23 ~~status of trainings, enrollment and attendance.~~

24 ~~12.2.6 Assist Respite Care Program Administrator with other~~  
 25 ~~clerical duties as needed (i.e., filing, welcome kit assembly, etc.).~~

26 12.2.7 Update the database by extracting information from  
 27 referral records to track usage and outcomes data for all respite care  
 28 services.

1 12.2.8 Manipulate data fields and produce reports as requested  
2 by ADMINISTRATOR.

3 12.2.9 Provide support to Respite Care Program Coordinator as  
4 needed.

5 12.2.10 Provide clerical support such as filing, mailing and  
6 making/answering phone calls.

7 Qualifications:

8 12.2.11 ~~High school graduate~~ Minimum of two (2) years of college  
9 with coursework in information technology, business or other related field.

10 12.2.12 ~~Strong computer skills~~ Minimum of one (1) year of  
11 experience working with databases and in data collection, analysis and  
12 reporting.

13 ~~12.2.13 Effective telephone and interpersonal communication~~  
14 ~~skills.~~

15 ~~12.2.14 General office/clerical experience.~~

16 12.2.15 Possess strong attention to detail and accuracy.

17 12.2.16 Experience working in a human services field is  
18 desirable.

19 12.2.17 Proficient in Microsoft Access, Word, Excel and Outlook.

20 12.3 Accounting/Bookkeeping

21 Duties:

22 ~~12.3.1 Assist in preparation of books for billings.~~

23 ~~12.3.2 Type final billings.~~

24 ~~12.3.3 Prepare annual budgets and program books for audits.~~

25 ~~12.3.4 Assist with analysis of internal controls.~~

26 ~~12.3.5 Prepare bank reconciliations.~~

27 ~~12.3.6 Process monthly reports.~~

28 ~~12.3.7 Assist in payroll and accounts receivable.~~

1 12.3.8 Prepare monthly invoices.

2 12.3.9 Analyze budget and monthly expenditures.

3 12.3.10 Keep Program Manager/Coordinator informed on financial  
4 data.

5 12.3.11 Maintain files and reports.

6 12.3.12 Prepare reimbursements for Respite Care Providers.

7 12.3.13 Track payments from requestors.

8 Qualifications:

9 ~~12.3.14 College level bookkeeping and accounting courses or  
10 equivalent experience.~~

11 ~~12.3.15 Computer literate.~~

12 12.3.16 Minimum high school degree.

13 12.3.17 Minimum of two to three (2-3) years of prior  
14 accounting/billing experience

15 12.3.18 Strong analytical and communication skills.

16 12.3.19 Proficient in Excel.

17 12.3.20 Background check and fingerprint clearance.

18 12.4 Clerical Support (In-Kind)

19 Duties:

20 12.4.1 Filing.

21 12.4.2 Compiling information for monthly reports and tracking of  
22 services for Program Manager/Coordinator.

23 12.4.3 Assisting Program Manager/Coordinator with satisfaction  
24 surveys.

25 12.4.4 Tracking attendance at Respite Care Provider training  
26 events (e.g. Family Support Groups).

27 12.4.5 Providing support and assistance with foster parent  
28 support activities (e.g. Foster Parent Appreciation Day).

12.4.6 Following-up with Requestors for payment of invoices.

Qualifications:

12.4.7 Minimum high school degree.

12.4.8 Strong computer skills.

12.4.9 Effective telephone and interpersonal communication skills.

12.4.10 Desire to work with families.

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EXHIBIT B  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND

NEW ALTERNATIVES, INCORPORATED  
FOR THE PROVISION OF  
RESPITE CARE SERVICES

DEFINITIONS

1. DEFINITIONS

The parties agree to the following terms and definitions:

1.1 ~~CFS means Children and Family Services Division of the County of Orange Social Services Agency (SSA).~~

1.2 ~~CFS Children means children with an open SSA referral or case.~~

1.3 ~~Children at-risk~~ At Risk means children identified as being at risk of abuse and/or neglect and referred by ADMINISTRATOR to CONTRACTOR.

1.4 Community Referrals means children living in Orange County that are not dependents of the Orange County Juvenile Court or referred by the Wraparound Program or Domestic Abuse Services Unit (DASU) programs.

1.5 ~~Developmentally Disabled/Handicapped (Level I) means foster children with a history of an at-risk condition requiring early detection of deviations from normal physical growth and developmental milestones.~~

1.6 ~~Developmentally Disabled/Handicapped (Level II) means foster children with a diagnosis or at risk condition, which requires monitoring and/or special interventions.~~

1.7 ~~Developmentally Disabled/Handicapped (Level III) means foster~~

1 children with a diagnosis or at-risk condition, which requires close  
2 monitoring and/or frequent interventions.

3 1.8 Developmentally Disabled/Handicapped (Level IV) means medically  
4 fragile foster children having a diagnosis or at-risk condition that requires  
5 an extensive medical regime of continuous monitoring, frequent and daily  
6 interventions, and the aid of specialized medical equipment.

7 1.9 Domestic Abuse Services Unit (DASU) identifies and assists  
8 applicants and recipients of the California Work Opportunity and  
9 Responsibility to Kids (CalWORKs) program who are past or present victims of  
10 domestic violence so they may overcome this barrier, obtain employment and  
11 become self-sufficient.

12 1.10 Emergency Shelter Home (ESH) means a licensed foster family home  
13 contracted with COUNTY to provide short-term emergency shelter care for  
14 children for no more than thirty (30) days to prevent placement in foster  
15 care.

16 1.11 Emotional/Behavioral Minimum means foster children who require a  
17 greater degree of care and supervision than normal, due to educational  
18 problems, enuresis, hyperactivity, occasional emotional or behavioral  
19 problems, minimal brain dysfunction, or family visits causing significant  
20 problems for the child and caretaker.

21 1.12 Emotional/Behavioral Moderate means foster children who require  
22 frequent, special individual care and supervision due to ongoing aggressive or  
23 destructive behavior, daytime enuresis, encopresis, hyperactivity, frequent  
24 emotional or behavioral problems, minimal brain dysfunction, emotional  
25 problems resulting in serious peer relationship problems, attachment disorder  
26 behaviors, law violations, school problems, or substance abuse problems.

27 1.13 Emotional/Behavioral Intensive means foster children who require  
28 continuous supervision and special attention on a daily basis, based on the

1 ~~severity of one (1) or more of the conditions listed in Subparagraphs 1.11 and~~  
2 ~~1.12.~~

3 1.14 ~~Emotional/Behavioral Therapeutic means foster children requiring~~  
4 ~~continuous care and supervision on a daily basis in accordance with a~~  
5 ~~professional treatment or behavior management plan and would otherwise require~~  
6 ~~placement in a group home or institutional setting due to emotional or~~  
7 ~~behavioral problems.~~

8 1.15 ~~Foster Children means those a~~ children placed by ADMINISTRATOR in  
9 an ESH, ~~a~~ licensed foster family home, FFA certified foster home or the home  
10 of a relative or NREFM exempt from licensure.

11 1.16 ~~Foster Family Agency (FFA) means a California Department of Social~~  
12 ~~Services (CDSS) licensed organization that recruits, trains, certifies and~~  
13 ~~supervises foster parents, in accordance with California Health and Safety~~  
14 ~~Code Section 1502 (a)(4) and California Community Care Licensing Division~~  
15 ~~Title 22 Regulations.~~

16 1.17 ~~FFA Certified Foster Home (FFA home) means those a~~ homes certified  
17 by a ~~private, non-profit California Department of Social Services (CDSS)~~  
18 ~~licensed foster family agency (FFA) FFA to receive placement of foster~~  
19 ~~children.~~

20 1.18 ~~Foster Family Home (FFH) means those a~~ homes licensed by the  
21 ~~County of Orange ADMINISTRATOR'Ss~~ Licensing Division ~~or California Department~~  
22 ~~of Social Services (CDSS)~~ for twenty-four (24) hour non-medical care and  
23 supervision.

24 1.19 ~~Foster Parent means the person, and including his or her spouse if~~  
25 ~~the spouse is a resident of the same household, providing care, custody, and~~  
26 ~~control of a foster child in a licensed foster family home or licensed small~~  
27 ~~family home, in accordance with Health and Safety Code Section 1527(d).~~

28 1.20 ~~Limited Term In-Home Respite Care means services are~~ available for

1 a minimum of one (1) hour up to a maximum of seventy-two (72) hours per child  
2 per respite ~~request episode~~, not to exceed five hundred and four (504) hours  
3 per year per child.

4 1.21 ~~Non-CFS Children means children from the community whose birth or~~  
5 ~~adoptive parents request who receive respite services.~~

6 1.22 Non-Minor Dependent (NMD) means a foster child who ~~has~~ attained  
7 the age of eighteen (18) years while in foster care ~~and was younger than~~  
8 ~~nineteen (19) years as of January 1, 2012; younger than twenty (20) years as~~  
9 ~~of January 1, 2013; or will be younger than twenty one (21) years as of~~  
10 ~~January 1, 2014. The NMD must meet at least one of the AB 12 participation~~  
11 ~~requirements and must participate in a Transitional Independent Living Plan~~  
12 ~~under the responsibility of COUNTY and chooses to continue to receive services~~  
13 through age twenty-one (21) years and complies with participation requirements  
14 under the responsibility of SSA ADMINISTRATOR. NMDs up to age nineteen (19)  
15 may be eligible for respite.

16 1.23 Non-Relative Extended Family Member (NREFM) means any adult who is  
17 not a ~~family relative member~~, but who has an established familial or mentoring  
18 relationship with the child.

19 1.24 Respite Care Program Administrator Coordinator means CONTRACTOR's  
20 ~~administrative~~ staff whose responsibilities include, but are not limited to,  
21 respite services management and coordination, provider recruitment and  
22 training, and liaison to ADMINISTRATOR.

23 1.25 Respite Care Provider means a SSA COUNTY licensed foster parent  
24 whose home is licensed or approved as a FFH or licensed as a small family  
25 home; or a foster parent trained and certified by a licensed FFA, ~~who is~~  
26 ~~responsible for providing~~ and a person who has the responsibility for the  
27 ~~provision of~~ foster care pursuant to a court order or voluntary placement  
28 agreement.

1           1.26 Special Medical means foster children who have a medical condition  
2 that can rapidly deteriorate and result in permanent injury or death, or one  
3 that requires prescribed medical equipment or specialized in-home health care.

4           1.27 Therapeutic/Treatment Foster (TTF) Home means a home that provides  
5 short-term placement for youth twelve (12) to eighteen (18) years and that has  
6 specialized training in behavior modification and additional supports in  
7 place. TTF homes are typically limited to one youth placement at a time.

8           1.28 Wraparound ~~means a planning process that values the engagement of~~  
9 ~~the child and his/her family in a manner that shifts from a problem focused~~  
10 ~~view of issues to building on individual strengths to improve family and child~~  
11 ~~well-being, and the provision of intensive, individualized services and~~  
12 ~~supports to families and children~~ is a family-centered, strength-based, needs-  
13 driven program designed to provide intensive, coordinated and highly  
14 individualized interventions and support services to facilitate and support  
15 children's ability to remain in a safe and stable home.

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